



CITY OF SAN ANTONIO
FINANCE DEPARTMENT PURCHASING DIVISION

FORMAL INVITATION FOR BID (“IFB”) NO.: 6100013219

SAPD SELF- CONTAINED BREATHING APPARATUS MASKS

Date Issued: SEPTEMBER 23, 2020

BIDS MUST BE RECEIVED NO LATER THAN:
2:00 PM CENTRAL TIME, OCTOBER 07, 2020

Bids may be submitted by any of the following means:

Electronic submission through the Portal

Bid Submissions will only be accepted electronically

Bid Due Date: 2:00 p.m., C.T. OCTOBER 07, 2020

Bid No.: 6100013219

Bidder's Name and Address

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

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.

Staff Contact Person: ANGELA ALONSO-SMITH, PROCUREMENT SPECIALIST III, P.O. Box 839966,
San Antonio, TX 78283-3966.

Email: ANGELA.ALONSO-SMITH@SANANTONIO.GOV

SBEDA Contact Information: SBEDA OFFICE, 210-207-3922, SBEDADOCS@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid 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.

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

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids and submitted in the same manner as original bids. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

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

Bidders must sign the Signature Page on bids and return the IFB document to City electronically. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Bidders 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 Bids. Alternate bids may be allowed at the sole discretion of City.

Electronic Alternate Bids Submitted Through the Portal. All alternate bids are recorded with original bids when submitted electronically. Alternate bids must be marked consecutively in the portal Attachments as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids as separate attachments may result in rejection of a bid.

Catalog Pricing. (This section applies to bids using catalog pricing.)

The bid 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.

The bid 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.

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. 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 bids submitted electronically.

Bidders 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 City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall bid 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.

Bidders are prohibited from communicating with: 1) City officials, as defined by the City Code of the City of San Antonio, regarding the IFB or bids from the time the IFB has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the IFB 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 IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

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

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the 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 required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. This exception to the restriction on communication does not apply. Contacting the Small Business Office regarding this IFB after the bid 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, bidders 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. Barbara Patton, who may be reached via telephone at (210) 207-3505 or through e-mail at Barbara.Patton@sanantonio.gov. Bidders and/or their agents may contact Ms. Patton at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid 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. Bidders 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. Call in participation to the Pre-Submittal Conference is optional, but highly encouraged.

Call the Staff Contact Person for information 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 the City.

Changes to IFB.

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

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

Preparation of Bids.

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

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

Line Item Bids. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered. All bids 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" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid 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" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one bidder only.

Delivery Dates. Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid. 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. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by Bidder after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid 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 a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder'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.

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

Bidders 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 IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder 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 Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

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

The bid is conditional; or

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

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

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Bids submitted electronically may be withdrawn electronically.

Bid Opening.

Bids will be publicly read aloud online through WebEx at 2:30 pm C.T. on the day the bids are due.

Join by phone: 415-655-0001 (Toll-free Dial-In)
Meeting number (access code): 289 671 748
Meeting password COSA

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award 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" bid in the Supplemental Terms & Conditions.

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

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

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 IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City shall take Bidder'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 bid price, either per line item or total bid 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 bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Bid Protest Procedures.

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director and appeal any adverse decision to the City Manager of the City of San Antonio.

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

Debriefing. Debriefing of contract award is available upon request and after award of the Contract.

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in the Code of Ethics, from having a direct or indirect financial interest in any contract with City. 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:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this IFB is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

Unfair Advancement of Private Interests. Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

Conflict of Interest.

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://ethics.state.tx.us/forms/conflict/>

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/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, by mail, to the Office of the City Clerk.

Mail to:

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

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 and sign your completed Form 1295. Submit your signed 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.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004- SPECIFICATIONS / SCOPE OF SERVICES

4.1 SPECIFICATIONS

The City of San Antonio is seeking bids for a vendor to provide for the San Antonio Police Department with self-contained breathing apparatus (SCBA) masks. The masks shall be approved by the National Institute of Occupational Safety & Health (NIOSH) for Chemical, Biological Radiological and Nuclear defense (CBRN), meet Riot Agent approved air purifying respirators standards, and comply with the specifications listed herein. The accessories will be utilized by the Special Operations Unit (SOU) and SWAT Officers for multiple threat scenarios in the field. Please note that the specifications listed below are a guide and the City of San Antonio will consider items "of equal", functionality, performance, and shelf life per specifications herein.

4.2 GENERAL REQUIREMENTS

The specifications establish the minimum standards and guidelines for the supply of pressure demand (positive pressure) open circuit self-contained compressed air breathing apparatus (SCBA). The apparatus shall provide multi-capable respirators with the capability to function as a negative pressure air purifying respirator (APR) as well as positive pressure SCBA. The apparatus covered by this specification shall be of the open circuit compressed air pressure demand (positive pressure).

4.2.1 GENERAL COMPONENTS

Self-Contained Breathing Apparatus (SCBA) shall consist of the following major components:

- 4.2.2 Two piece composite back frame assembly with universal cylinder band to accommodate a variety of cylinders from 4500- 5500 psi; 30, 45, 60, and 70 minute duration. 70 minutes only available with 5500 psi system.
- 4.2.3 APR/SCBA respirator, and spectacle kit (upon request) shall be available in four sizes with flexible full face visor and interchangeable nose cup sizes.
- 4.2.4 Quick release harness assembly for gear drop and/or jettison under operational conditions. Harness available in either metal or plastic buckles.
- 4.2.5 Removal compact demand valve with easy cleaning and disinfecting.
- 4.2.6 Fully sealed first stage pressure reducer.
- 4.2.7 Optional buddy breather that provides a six foot tether when plugged into another SCBA.
- 4.2.8 Optional remote quick fill attachment to connect to external air sources for jamming of cylinder during operations.
- 4.2.9 Remote gauge available shall have luminescent markings at increments of 1/4, 1/2, 3/4 and "Full" cylinder pressure or as an option, a gauge with white luminescent background with numeric values from 1000, 2000, 3000, 4000, 4500, 5000 and 5500.

4.3 PNEUMATIC ASSEMBLY

- 4.3.1 The 1st stage sealed pressure reducer shall be protected inside the two piece back frame assembly.
- 4.3.2 The 1st stage pressure reducer shall be connected to the cylinder valve by a 3/16" bore, covered stainless steel and fire retardant rubber wrap over P.T.F.E. high pressure hose.
- 4.3.3 The 1st stage pressure reducer shall have a double spring and a piston that requires no adjustment.
- 4.3.4 The 1st stage pressure reducer shall incorporate a self-seating pressure relief valve to prevent high pressure air from entering the low pressure side of the assembly and shall require no adjustment.
- 4.3.5 All hoses shall attach to the 1st stage pressure reducer by means of "U" clips with "O" ring seals. High pressure and low pressure hoses shall be of different sizes so they can only be fitted in their respective positions; all hoses shall then be retained in reducer body by a protective cover.
- 4.3.6 The 1st stage pressure reducer shall be capable of working at full input cylinder pressure of either 4500 or 5500 psi with no modification or adjustment.
- 4.3.7 The pneumatic assembly shall be capable of offering an optional dual tether, buddy breathing system that will allow 2 operators to use the same cylinder air in an emergency without unplugging pneumatics in an IDLH Atmosphere.

4.4 SECOND STAGE REGULATOR

- 4.4.1 The 2nd stage regulator shall not exceed 1.6 inches in diameter without accessories.
- 4.4.2 The 2nd stage regulator shall be activated by opening the cylinder valve.
- 4.4.3 The 2nd stage regulator shall have a standard first-breath activation.
- 4.4.4 The 2nd stage regulator body shall be manufactured from rugged material that will not corrode or deteriorate from chemical attack. It must be capable of delivering peak flows in excess of 400 lpm.
- 4.5.5 The 2nd stage regulator shall be attached to the respirator either via 40mm threaded connector or quick attach method.

4.5.0 RESPIRATOR

- 4.5.1 The respirator shall function as a negative pressure APR as well as a positive pressure SCBA. The mask shall transition between modes during operations without deteriorating protection.
- 4.5.2 The respirator shall be a full respirator that covers the wearer's nose, mouth and eyes.
- 4.5.3 The respirator filter mount shall be compatible with a North Atlantic Treaty Organization (NATO) 40mm standard threading.
- 4.5.4 The respirator will consist of either twin ports (left or right side) or single port (either left or right side) for placement of filtration or Compact Demand Valve (CDV) installation. Note; all FM54 respirators are twin port only and 53 series respirators are either.
- 4.5.5 Filter replacement shall be allowed without removing the mask or causing the face seal of the mask to break.
- 4.5.6 The respirator shall maintain an exhalation breathing resistance of no greater than 20 mm of water at 85 liters per minute (lpm) in a negative pressure mode. Positive pressure mode 45mmWG (Millimeters of Water Gauge) of resistance, -4/+6mmWG at 85 l/min. The positive pressure mode cracking pressure will be no more than 35 mmWG resistance, -4/+6 mmWG at 2 l/min.
- 4.5.7 Respirator shall provide a minimum of 80% overall, lateral field-of-view, and a minimum of 50% overlapping field-of-view compared to the bare faced condition when the eyes move laterally to their farthest point of rotation.
- 4.5.8 Lens shall be shatter, abrasion and glare resistant, and not fog during wear.
- 4.5.9 The lens will provide eye protection against sunlight (20+/-3% light transmittance), and ballistic hazards as specified in MIL-STD-662.
- 4.5.10 The lens shall provide a means of optical correction using two separate corrective lenses mounted in a frame holder.
- 4.5.11 The facepiece shall provide an electronic communication port with an internal microphone. The electronic communication port shall provide the capability to connect external radio communication equipment as well as a voice amplification unit.
- 4.5.12 The respirator shall have an external drink connector providing safe drinking in a CBRN environment. The drink device shall provide a drinking rate of at least 200 ml/min.
- 4.5.13 Buckles on the respirator shall be able to withstand a minimum of 25 pounds of pull without separating from the mask.
- 4.5.14 The respirator without filter or demand valve shall have a maximum weight of 600 grams.
- 4.5.15 A protective hood shall be available to provide in excess of 24 hours CBRN agent and particulate protection for the neck and head. The protective hood shall provide secure interface with the respirator and must be capable of being fitted to the mask while carried in a suitable carrier. The respirator and hood must be capable of being donned from the carrier within 15 seconds.

4.6.0 BACKFRAME AND HARNESS

- 4.6.1 The back frame shall be made of fire retardant Thermoset Composite, 2 piece construction to protect the pneumatic system.
- 4.6.2 The back frame shall have swinging side arms to distribute the weight for wearer comfort.
- 4.6.3 The right and left shoulder straps shall be constructed of 2 inch woven Kevlar and be padded in areas of contact with PBI/Kevlar and metal or optional plastic quick release cobra buckles.
- 4.6.4 The pull straps shall be fitted to harness to allow easy adjustment even with gloved hands.
- 4.6.5 The harness shall have loops for the routing of the pneumatic hoses and a chest strap which will accommodate the wear of the SCBA over body armor.
- 4.6.6 The harness waist belt shall be of 2" woven Kevlar or black Nylon and be fitted with a "Double Pull Forward" design and incorporate a metal or optional plastic cobra buckle.

- 4.6.7 The harness assembly shall experience no loss of operational function after being subjected to direct flame for not less than 5 seconds at a peak temperature range of 1500 - 2000 degrees Fahrenheit. The average mean of all peak temperatures shall be no higher than 1742 degrees Fahrenheit. When the flame is extinguished, no part of the assembly shall show an after-flame duration of greater than 5 seconds.
- 4.6.8 The universal cylinder band assembly shall be adjustable in the field to accommodate all sizes of cylinders without the use of tools.
- 4.6.9 A universal cylinder band shall be designed so that during cylinder change it can remain in either the closed loop or fully open positions.
- 4.6.10 Cylinder changes shall be made without removing cylinder band.
- 4.6.11 A standard lumbar support shall be made of PBI/KEVLAR.

4.7.0 END OF SERVICE ALARMS

- 4.7.1 The standard "end of service" alarms shall be of an independent whistle.
- 4.7.2 The whistle alarm shall be located by the pressure gauge over the right hand shoulder strap.
- 4.7.3 The pressure gauge shall be visible and readable to the wearer when the unit is donned. It shall be protected with rubber boot and waterproof to 3 ft. The gauge shall have luminescent markings at increments of 1/4, 1/2, 3/4 and "Full" cylinder pressure or as an option, a gauge with white luminescent background with numeric values from 1000, 2000, 3000, 4000, 4500, 5000 and 5500.

4.8.0 CYLINDER AND VALVE ASSEMBLY

- 4.8.1 All cylinders supplied with the units shall be approved by the United States Department of Transportation (DOT).
- 4.8.2 Cylinder valve assemblies shall contain a safety relief device. The cylinder valve shall contain a protected gauge visible from both sides. Cylinder valve handwheel shall be of the non-ratchet or locking type.
- 4.8.3 Cylinder may be covered with an optional black Kevlar cylinder bag with molle.

4.9.0 VOICE PROJECTION UNIT (VPU)/AUDIO FREQUENCY AMPLIFIER

- 4.9.1 Include the optional VPU/amplifier for inter-team communications.
- 4.9.2 VPU/amplifier will have a battery life indicator upon activation.
- 4.9.3 Operate using a single lithium 123 battery.
- 4.9.4 Provide greater than 48 hours of operation at normal use.
- 4.9.5 Intrinsically safe IAW UL913.
- 4.9.6 Microphone element shall be waterproof.
- 4.9.7 MRT (measurement) of 90% or greater and meeting the STI (speech transmission levels) and SPL (sound pressure levels) required of Nation Fire Protection Apparatus (NFPA)1986:2017.

4.10 HEADS UP DISPLAY (HUD)

- 4.10.1 Optional adjustable boom HUD available indicating air remaining and battery life (HUD battery) remaining Intrinsically safe.

4.11.0 MASK PROTECTION REQUIREMENTS

4.11.1 Mask Protection Factor

The mask shall provide a protection factor of >10,000 to the user population when worn with or without optical correction and with or without protective headgear and clothing.

4.11.2 Materials Resistance to Permeation

The materials of the facepiece shall be resistant to permeation by liquid agents. The cumulative permeation after 36 hours shall be less than 4000ng/cm² for liquid HD and less than 1250 ng/cm² for thickened GD.

4.12 PHYSICAL AND MECHANICAL PROPERTIES

4.12.1 Weight -The mask without filters shall weigh < 0.65 kg (1.43 lbs.), which shall be an average of the weights of the different mask sizes.

4.12.2 Magnetic Properties - The materials used in the mask shall be non-magnetic such that the mask does not interfere with the operation of a magnetic compass.

4.12.3 Leak Tightness

The mask shall be leak tight before and after the tests for, at least, collapse, mechanical strength, blast and fire resistance.

4.12.4 Mask Collapse

The mask, fitted with a typical CBRN filter, shall not collapse due to the pressure induced by inhalation airflow of 350 l/min.

4.12.5 Mechanical Strength of Mask Couplings

The mask shall withstand a mechanical force of 100N for the harness attachment and 250N for filter connection.

4.12.6 Resistance to Blast

The mask shall be capable of withstanding the effects of blast caused by the firing of weapons.

4.12.7 Fire Resistance

The mask shall be fire resistant, not melt, not release toxic fumes and self-extinguish within five seconds when subjected to temperatures and thermal loading at which the wearer would be expected to survive. Mask shall meet NFPA 1986 standard on Respiratory Protection Equipment for Tactical and Technical Operations.

4.13 AIRFLOW RESISTANCE

4.13.1 Inhalation Resistance

The inhalation resistance of the mask without filters shall be <5mm WG at 30 L/min, <12 mm WG at 90 L/min and <23 mm WG at 160 L/min.

4.13.2 Exhalation Resistance

4.13.2.1 Negative pressure APR mode

The exhalation resistance of the mask as worn in negative pressure mode shall be <8 mm WG at 85 L/min and <12 mm WG at 160 L/min.

4.13.2.2 Positive pressure SCBA mode

The exhalation resistance of the mask as worn in positive pressure mode (cracking pressure) shall be 3.5 mbar – 0.4/+0.6 mbar at 2 l/min

4.14 VISION

4.14.1 Light Transmission

The lenses(s) shall provide a luminous transmission of $\geq 90\%$. If clear outserts are provided, they shall provide a luminous transmission of $\geq 90\%$.

4.14.2 Haze

The lens(s) shall provide a haze of < 2%.

4.14.3 Prismatic Deviation

The len(s) shall not have $\geq \pm 0.18$ diopters vertical prismatic deviation and the algebraic sum of the horizontal deviation between the two center points must not exceed +0.50 (base out) or -0.18 (base in) diopters. The algebraic difference of the horizontal deviation shall not exceed 0.18 (base in or base out) diopters.

4.14.4 Distortion

The lens(s), without outserts, shall have minimum distortion across the visual field.

4.14.5 Shatter resistance

The len(s) shall resist shattering and experience no fractures or object penetration from impact of a steel ball (22mm diameter, 43.8g approx.) dropped from a height of 130 cm onto the lens mounted in the mask in the as-worn position.

4.14.6 Abrasion Resistance

The lens(s) shall resist abrasion. The haze shall be less than 3% after the abrasion test, as measured on a plaque of lens material.

4.14.7 Ballistics Protection

The mask shall provide eye protection against ballistic hazards. Protection shall be offered against small fragments resulting from the explosion of a typical HE-shell or mortar at a distance of 30m. This fragment may be simulated by the fragment simulating projectile A3/6723/6 according to the annex to STANAG 2920. The ballistic resistance of the mask shall be such that it will pass a V50 test using a simulated fragment of 325 mg that hits perpendicularly at a speed of 215 m/s.

4.14.8 Protection against High Speed Particles

The mask lens(s) shall withstand the impact of a 6 mm nominal diameter steel ball of 0.86 g minimum mass striking the lens(s) at a speed of 120 m/s. Where, optionally, the lens is protected by an outsert, the lens/outsert combination shall withstand the steel ball striking at a speed of 190 m/s.

4.14.9 Field of View

The mask shall provide a wide field of view with good peripheral vision characteristics, by use of a polyurethane single lens bonded to the mask. The field of view shall demonstrate a visual field score (VFS) of 96 when tested in accordance with the NIOSH CBRN Standard.

4.14.10 Fogging

Any fogging of the lens(s) in adverse environmental conditions shall be minimized and shall not reduce operational effectiveness.

4.14.11 Corrective Lens Provision

The mask shall provide a vision correction means that does not impair the protective or field of view capabilities of the mask or create any hazard to the wearer.

4.14.12 Corrective Lens Power Range

The vision correction means shall accommodate prescription lenses in the power range from -10.00 to +10.00 dioptres and astigmatic powers up to 2.50 dioptres. Panasonic tilt shall be no greater than 20 degrees (10 degrees per lens).

4.14.13 Corrective Lens Fit to Mask

The vision correction means shall be securely fitted to the mask such that there is no degradation in protection. It shall remain secure without movement under normal operational activities when the mask is being worn or carried.

4.14.14 Corrective Lens Interface with Other Equipment

The vision correction means shall not degrade the interface characteristics of the mask with other equipment.

4.15 FIT AND WEARABILITY

4.15.1 Sizes

The mask shall be designed to accommodate 98% of the female and male service population with the minimum number of sizes, which shall not exceed four.

4.15.2 Interface with Clothing and Personal Issue Items

The mask shall integrate with operational clothing and personal issue items without loss of protection.

4.15.3 Weapons Integration

Flexible face piece shall provide a superior cheek-to-stock weld for weapons integration without the need to canter the weapon.

4.15.4 Physiological Burden

The mask shall impose minimal physiological burden on the wearer.

4.15.5 Mask Comfort

The mask shall provide maximum comfort for the wearer. Heat stress, fatigue and physical pressure on the skin (hot spots) shall be minimized. Fit with and without headgear/hood shall be optimized to reduce fatigue to the wearer. The mask shall incorporate a chlorobutyl/silicone blend face piece material that ensures a high protection factor, provides an excellent seal and is comfortable to wear for extended periods.

4.15.6 Head Harness

The mask shall utilize a 6 point, fire hardened, Nomex/Kevlar head harness with low profile pre-adjusted brow and temple straps.

4.15.7 Skin Irritation

There shall be no reaction between the skin and materials used in construction of the mask that come into contact with the skin.

4.15.8 Removal of Perspiration

The mask shall allow discharge of perspiration such that the integrity of the mask and mask performance is not degraded.

4.15.9 Drinking

The mask shall provide a fail-safe durable, drinking capability that permits the wearer to consume at least 230 mL/min water without loss of protection. The drinking train coupling to the water container (canteen) shall be sealed to permit easy decontamination. A dedicated cap for the water container cap shall be provided. There shall be a safety shut-off valve in the drinking system in addition to the sealed coupling to the water container cap.

4.15.10 Sleep

The mask shall permit the wearer to sleep without loss of protection.

4.16 VOICE AMPLIFICATION

The mask shall be provided with an optional voice amplification device to permit speech transmission over extended distances or in noisy environments. It shall be tested for communication performance as specified in the NFPA 1986 Standard on Respiratory Protection Equipment for Tactical and Technical Operations and shall have a speech transmission index (STI) average value of not less than 0.60.

4.16.1 Speech through Communications Devices

The mask shall have the ability to mount an internal microphone that connects to external communication devices without loss of protection. The mask shall permit intelligible speech communication without voice distortion through in-service communications devices.

4.16.2 Negative/Positive Pressure Selector

The mask shall incorporate a robust integrated mode selector that enables it to function in both negative and positive pressure modes (APR, SCBA & APR). The selector shall include visual indicators; “-“ and “+“ viewable to the wearer.

4.17 DONNING TIME

The mask, when stored in its carrier system without chemical hood, and being carried by the wearer, shall be capable of being donned within nine seconds by left or right-handed users.

4.18 EXPOSURE TO NORMAL BATTLEFIELD CONDITIONS

The mask shall remain serviceable and its performance shall not be degraded by exposure to not less than one year of normal battlefield conditions, including shock, corrosion, vibration, dust, salt water, smoke, fungus and Petroleum Oils and Lubricants (POL).

4.18.1 Chemical Contamination and Decontamination Survivability

The mask materials shall withstand the damaging effects of CBRN contaminants, Toxic Industrial Chemicals (TICs) and Toxic Industrial Materials (TIMs).

4.19 CARRIER SYSTEM

4.19.1 Capacity and Durability of Carrier System

The mask shall be provided with a stand-alone carriage system with the capacity to accommodate the mask and prescribed ancillaries. It shall be durable such that the mask is not disabled or damaged during military activities in time of peace and war.

4.19.2 Protection of Contents of Carrier System

The carriage system shall provide protection to the mask and other prescribed ancillaries against damage from conditions likely to be encountered in operational situations, including liquid CB agents, transit shock, transient immersion, dust, salt water, smoke, fungus, and Petroleum Oils and Lubricants (POLs).

4.19.3 Accessibility of Contents of Carrier System

The carriage system, when worn, shall provide rapid accessibility to the contents and permit the mask to be donned within the prescribed nine seconds.

4.20 CLEANING, SANITIZING, AND DECONTAMINATION

4.20.1 Cleaning and Sanitization

The mask shall be easily cleaned and sanitized after use using materials readily available in the field, without damage or deterioration of the mask materials.

4.20.2 Field Decontamination

The recommended methods of field decontamination shall permit the mask to be decontaminated while allowing the wearer to continue operations without loss of protection.

4.21 STORAGE PACKAGING



Storage packaging shall be provided such that the mask remains serviceable and its performance is not degraded after storage over climatic conditions from -30° to+50°C. The packaging shall be resistant to normal environmental conditions, including shock, corrosion, vibration, dust, salt water, smoke, fungus and Petroleum Oils and Lubricants (POL).

4.22 SHELF LIFE

The mask shall have a shelf life in packaged storage of at least 10 years from the date of delivery.

4.23. QUANTITY and DESCRIPTION of Items:

ITEM #	PART #	DESCRIPTION	QUANTITY	U/M	
1	70501-697 Final sizes while be determined post award	AVON FM 54 Twin port Specialist Responder Kit (Small, Small, Med, Large), or approved equal Contents: Avon FM54 APR CBRNCF50 Filter CTCF50 Riot Filter Clear Outsert Blue blocker Outsert Universal Carrier Storage Face form	30	EACH	
2	602651	Avon -FM54-VPU; Voice Projection Unit Gen II w/ Microphone Assembly, or approved equal	30	EACH	
3	AVON SCBA-ST54	Avon ST54 Self Contained Breathing Apparatus (SCBRA), or approved equal	30	EACH	

4	CSN-02-22-32-401 AVON CSPAPR-BCSO	Avon culmination system (CS) Powered air purifying respirators (PAPR) Base Kit, or approved equal: Avon EZ Air Blower Flexible PAPR Module Flexible PAPR Module Combination Hose Module Combination Hose Cover PAPR SCBA Harness Flow Meter	30	EACH	
5	600460 / AVON PAPR-BH	Powered air purifying respirators (PAPR) Back Harness, or approved equal	30	EACH	
6	603113	Remote Power Switch NIOSH, or approved equal	30	EACH	
7	600171 /AVON UH C	Universal Hose Cover, or approved equal	30	EACH	
8	600347 /AVON-CAR	Carrier, Breathe Assist (BA), or approved equal	30	EACH	
9	603107 /AVON BTRY-AC	Avon 1400 Replaceable Battery (accessory) – NIOSH, or approved equal	30	EACH	
10	95-056400 /AVON CBR-RS	Chemical Bio Reservoir (CBR) X50l 3L Reservoir, or approved equal	30	EACH	
11	200203 /AVON UNI-HS	Universal Hose, or approved equal	30	EACH	
12	010008 /AVON ST-53DF	Case, ST53 Duffel, or approved equal	30	EACH	
13	602520 /AVON SF-CAR	Special Forces (SF), PAPR Carrier Non Fire Retardant, Black, or approved equal	30	EACH	
14	602478 /CY LBG-BLK	Cylinder Bag, 60/70 min, Premium-Black, or approved equal	30	EACH	

4.24 MANUALS: Vendor shall furnish one (1) complete set of instruction manuals per each item purchased that describes, in detail, the proper operation and maintenance of the items provided under this Invitation For Bid (IFB).

4.25 DELIVERY: All deliveries should be made to: SAPD /Special Operations Unit, 555 Academic Court, San Antonio, Texas 78204. Attention: Rudy Contero, Phone: 210-207-4152, Email: Rodolfo.jr.contero@sanantonio.gov Hours: Monday - Friday 7:45 am - 4:30 pm. CT. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS.

4.26 SHIPPING: F.O.B Destination – See Section 006, General Terms & Conditions, Delivery of Goods and Services. All offers shall include complete manufacturer's specifications for each item offered.

005- SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

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.

Insurance.

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department/Purchasing Division, which shall be clearly labeled "SAPD Self- Contained Breathing Apparatus Masks" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department/Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City

may incur increased risk.

C) A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

INSURANCE TYPE	LIMITS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage must be on a per project aggregate.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
6. Products liability	\$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Finance Department/Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

F) Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception, of the workers' compensation and professional liability policies;

- Provide for an endorsement that the “other insurance” clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers’ compensation, employers’ liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor’s performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Vendor’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payments of damages to persons or property resulting from Vendor’s or its subcontractors’ performance of the work covered under this Agreement.

J) It is agreed that Vendor’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

L) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Federal Grant Funding Provisions

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the U.S. Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this contract and are hereby incorporated by reference.

Procurement Of Recovered Materials Contract Clause

Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Certification Regarding Lobbying Contract Clause

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Suspension and Debarment.

This contract is a covered transaction for purposes of 2 CFR Part 200. As such, the contractor is required to verify that neither the contractor, nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively. The contractor is required to comply with 2 CFR 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800, and must include the requirement to comply these requirements in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Contractor certifies that:

- Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program;
- Contractor shall provide immediate written notice to City if, at any time during the term of this contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the State or Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 200, as adopted and supplemented by the DOJ in 2 C.F.R. Part 2800, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Clean Air Act & Federal Water Pollution Control Act Contract Clause

Clean Air Act & Federal Water Pollution Control Act - (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended. Contractor agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this contract and the appropriate EPA Regional Office. (2) Contractor agrees to include these requirements in each subcontract to this contract exceeding \$150,000 financed in whole or in part with federal funds.

Special Condition: Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this Federal granting, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. Therefore, the provisions of this condition are included:

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R.200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

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 – LOCAL PREFERENCE PROGRAM, (LPP) ORDINANCE

ATTACHMENT B – LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

ATTACHMENT C – PRICE SCHEDULE

ATTACHMENT D – SBEDA PROGRAM LANGUAGE – EXHIBIT I

ATTACHMENT D.1 – SBEDA PROGRAM UTILIZATION PLAN (UP) FORM

ATTACHMENT F – VETERAN OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE LANGUAGE

ATTACHMENT G - VETERAN OWNED SMALL BUSINESS PROGRAM (VOSBPP) TRACKING FORM

006- GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic bid, 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, inside delivery, freight prepaid, to the address provided in this IFB 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 the 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, 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 the 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. 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. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

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.

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 IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up 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.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. 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.

Invoicing and Payment.

Invoice Submissions. City requires all **original**, first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov.

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, 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 the 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, THE 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 DAYS 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.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

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

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 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 may terminate this contract, in whole or in part, without cause. 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.

City shall pay Vendor for conforming goods delivered and services provided prior to the date of termination, offset by any amounts due and owing from Vendor to City.

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, its 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 THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the 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 the 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.

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this bid and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this IFB is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous bid or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the bid or terminate the Contract for material breach.

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. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Vendor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction. **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 III.C.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 the 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.

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

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations Prohibited.

Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the 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, addendums, 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 Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007- SIGNATURE PAGE

By submitting a bid electronically, Bidder represents that:

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid 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;

Bidder 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.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information

Please Print or Type

Vendor ID No.

V1034992

Signer's Name

Jessica M. Faulkner

Name of Business

Safeware, Inc.

Street Address

4403 Forbes Blvd

City, State, Zip Code

Lanham, MD 20706

Email Address

JFaulkner@safewareinc.com

Telephone No.

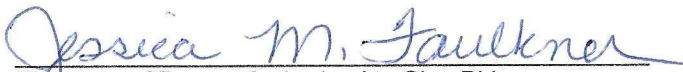
301-683-1212

Fax No.

301-683-1200

City's Solicitation No.

6100013219


Signature of Person Authorized to Sign Bid

008 - 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 Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation.

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

Bid - a complete, signed response to a solicitation. The term “bid” is synonymous with the term “offer”.

Bid Opening - a public meeting during which bid responses are disclosed.

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

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

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the bid has been accepted by the City.

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

Contract - the binding legal agreement between the City and Vendor.

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

Director – the Director of City’s Purchasing & General Services Department, or Director’s designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Invitation for Bid (IFB) – a solicitation requesting pricing for a specified good or a service.

Line Item - a listing of items in a bid for which a bidder is expected to provide separate pricing.

Low Bid - a bid which is lowest in price but may not meet all requirements or specifications.

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder’s competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB.

Offer - a complete, signed response to an IFB that, if accepted, would bind the bidder to perform the resultant contract. The term “offer” is synonymous with the term “bid”.

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

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow bidders 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 the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an IFB for the price stated in Vendor's bid.

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening.

Specifications - a description of what the City requires and what the bidder 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 the City.

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

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

Waiver of Irregularity - noting, but disregarding an immaterial variance within a bid.

009– ATTACHMENTS

ATTACHMENT A

LOCAL PREFERENCE PROGRAM, (LPP) ORDINANCE

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

ATTACHMENT B

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

ALL Respondents must complete and return the attached LPP Identification Form

(Posted as a separate document)

009 – ATTACHMENTS

ATTACHMENT C - PRICE SCHEDULE

ITEM #	DESCRIPTION (As specified in Section 004 specifications)	QUANTITY	UNIT PRICE	EXTENDED UNIT PRICE (QUANTITY X UNIT PRICE)
1	AVON FM 54 -Twin port Specialist Responder Kit, or approved equal Manufacturer <u>Avon</u> Part # <u>70501-697-8</u>	30 EACH	\$ 915.18	\$ 27,455.40
2	Avon -FM54-VPU; Voice Projection Unit Gen II w/ Microphone Assembly, or approved equal Manufacturer <u>Avon</u> Part # <u>602651</u>	30 EACH	\$ 483.63	\$ 14,508.90
3	Avon ST54 Self Contained Breathing Apparatus (SCBRA), or approved equal Manufacturer <u>Avon</u> Part # <u>ST54-N-45-10-30-00-00-10-30</u>	30 EACH	\$ 5,368.75	\$ 161,062.50
4	Avon culmination system (CS) - Powered air purifying respirators (PAPR) Base Kit, or approved equal Manufacturer <u>Avon</u> Part # <u>CSN-02-22-32-401</u>	30 EACH	\$ 4,152.68	\$ 124,580.40
5	Powered air purifying respirators (PAPR) Back Harness, or approved equal Manufacturer <u>Avon</u> Part # <u>600460</u>	30 EACH	\$ 71.19	\$ 2,135.70
6	Remote Power Switch NIOSH, or approved equal Manufacturer <u>Avon</u> Part # <u>603113</u>	30 EACH	\$ 83.57	\$ 2,507.10
7	Universal Hose Cover, or approved equal Manufacturer <u>Avon</u> Part # <u>600171</u>	30 EACH	\$ 38.69	\$ 1,160.70

8	Carrier, Breathing Apparatus (BA) , or approved equal Manufacturer <u>Avon</u> Part # <u>600347</u>	30 EACH	\$ 51.07	\$ 1,532.10
9	Avon 1400 Replaceable Battery (accessory) - NIOSH, or approved equal Manufacturer <u>Avon</u> Part # <u>603107</u>	30 EACH	\$ 104.46	\$ 3,133.80
10	Chemical Bio Reservoir (CBR) X50I 3L Reservoir, or approved equal Manufacturer <u>Avon</u> Part # <u>90818</u>	30 EACH	\$ 129.46	\$ 3,883.80
11	Universal Hose, or approved equal Manufacturer <u>Avon</u> Part # <u>200203</u>	30 EACH	\$ 143.15	\$ 4,294.50
12	Case, ST53 Duffle, or approved equal Manufacturer <u>Avon</u> Part # <u>010008</u>	30 EACH	\$ 270.83	\$ 8,124.90
13	Special Forces (SF), PAPR Carrier (Non Fire Retardant), Black, or approved equal Manufacturer <u>Avon</u> Part # <u>602520</u>	30 EACH	\$ 92.86	\$ 2,785.80
14	Cylinder Bag, 60/70 min, Premium-Black, or approved equal Manufacturer <u>Avon</u> Part # <u>602478</u>	30 EACH	\$ 113.75	\$ 3,412.50
TOTAL				\$ 360,578.10

PLEASE COMPLETE THE FOLLOWING:

Warranty: 18 months

Shelf Life: 15 / YEARS for cylinders, 5 years for filters

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

Delivery shall be made within 84 calendar days of receipt of Purchase Order.

009 - ATTACHMENTS

ATTACHMENT D

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY(SBEDA) PROGRAM LANGUAGE - EXHIBIT 1

(Posted as a separate document)

ATTACHMENT D.1

SBEDA PROGRAM UTILIZATION PLAN (UP) FORM

(Posted as a separate document)

ATTACHMENT F

VETERAN OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE LANGUAGE

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

ATTACHMENT G

VETERAN OWNED SMALL BUSINESS PROGRAM (VOSBPP) TRACKING FORM

ALL Respondents must complete and return the attached Veteran-Owned Small Business Program Tracking Form

(Posted as a separate document)