

1070394

Alternate Bid 1 *John Stafford*

WHEN ORDERING OFF THIS BID,  
PLEASE INDICATE THIS BID  
NUMBER ON ALL ORDERS.  
18-53003



**ORIGINAL**

**CITY OF SAN ANTONIO**

**PURCHASING AND GENERAL SERVICES DEPARTMENT**

FORMAL INVITATION FOR BID ("IFB") NO.: 6100009950

**PURCHASE OF FITNESS EQUIPMENT FOR THE SAN ANTONIO FIRE DEPARTMENT**

Date Issued: FEBRUARY 20, 2018

**BIDS MUST BE RECEIVED NO LATER THAN: MARCH 9, 2018  
2:00 PM C.T.**

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

Address for hard copy responses:

Physical Address:  
City Clerk's Office  
100 Military Plaza  
San Antonio, Texas 78205

Mailing Address:  
City Clerk's Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope  
"PURCHASE OF FITNESS EQUIPMENT FOR THE SAN ANTONIO FIRE DEPARTMENT"  
Bid Due Date: 2:00 p.m., C.T., MARCH 9, 2018  
Bid No.: 6100009950  
Bidder's Name and Address

Bid Bond:                      Performance Bond:                      Payment Bond:                      Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative:                      DBE / ACDBE Requirements:

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

Pre-Submittal Conference \* NO

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

SBEDA Contact Information: , 210-207-3900,

No table of contents entries found.

## 002 - TABLE OF CONTENTS

## 003 - INSTRUCTIONS FOR BIDDERS

### Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). 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.

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 hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. 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 hard copy bids and return the IFB document to City. 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.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

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

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.

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) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; 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.

Bidders and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. 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. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Bidders and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Exceptions to the Restrictions on Communication with City employees include:

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, David Rodriguez, may be reached by telephone at (210) 207-0071 or by e-mail at [David.Rodriguez3@sanantonio.gov](mailto:David.Rodriguez3@sanantonio.gov). *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

#### 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. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

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

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

Variations 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. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11<sup>th</sup> Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

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

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

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

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

<http://www.sanantonio.gov/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

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, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

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

If delivering by hand, deliver to:

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

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

Certificate of Interested Parties (Form 1295)

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

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](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**

**4.0 SCOPE:**

The City of San Antonio is soliciting bids to furnish all labor, material and equipment necessary to provide inside delivery of "NEW" Fitness Equipment to the San Antonio Fire Department in accordance with the enclosed general terms, conditions and specifications.

**Used or Refurbished Equipment will not be accepted.**

**4.1 GENERAL CONDITIONS:** The following general conditions shall apply to all items within this solicitation unless specifically excluded within any item.

**4.1.1 Shipping and Delivery:**

**All prices shall be quoted F.O.B. Destination, freight prepaid. Shipping/freight and any other fees to locations shall be included in unit price.**

**4.1.2 Installation:** Installation shall be included in the unit price and shall be coordinated with the Special Projects Manager during business hours of operation (7:45 am – 4:30 pm).

**4.1.3 ALL trash shall be removed by the Contractor upon completion. Contractor shall ensure said debris is disposed of in a proper manner. Debris shall not be deposited into City or privately owned trash receptacles, dumpsters or left on the side of facility.**

**4.1.4 See Attachment G for delivery locations. Point of Contact information will be provided to vendor upon issuance of a Purchase Order. At least 48 hours notice must be provided to the point of contact prior to delivery.**

**4.2 WARRANTY**

In addition to the warranty requirements stated below and in Section 006, "General Terms and Conditions" of this IFB, Vendor shall provide a warranty against defects in materials and workmanship for all parts supplied hereunder, or the manufacturer's warranty if greater. Vendor shall replace all parts found to be defective at no cost to City during the warranty period. In addition, during the warranty period, vendor shall be responsible for all shipping fees applicable to replacement of defective parts.

**Costs applicable to "WARRANTY" shall be included in the unit price of each item.**

**4.3 SPECIFICATIONS**

ITEM #	PART #	DESCRIPTION	QTY
1.	CSM 725	<p>TUFF STUFF SMITH MACHINE WITH HI LO WEIGHT STACKS, OR APPROVED EQUAL</p> <p><b>Mandatory Features:</b>                      Adjustable high/low cable station with dual cable at station and fixed low row stations designed for single or dual arm movements. Fixed Lat station.                      7 degree slant to allow for range of motion with an enclosed self-aligning linear bearing press system with effective safety stopper. 200lb weight stack                      LWH: approximately 80x67x84in</p>	4

2.	C3X	<p>MATRIX CLIMBMILL, OR APPROVED EQUAL</p> <p><b>Mandatory Features:</b></p> <p>Must have CPAT mode.</p> <p>Display Type: Dot-matrix LED with profile display</p> <p>Minimum Display Feedback: Time Elapsed, Time Remaining, Time of Day, Total Program Time, Total Steps, Floors Climbed, Calories, SPM, Average SPM, Heart Rate, METs, Watts, Level, Workout Profile</p> <p>Resistance Range: 1-25</p> <p>Steps per minute range: 24-162</p> <p>Step Depth: 25.4 cm/10"</p> <p>Step Height: 20.3 cm/8"</p> <p>Handlebar Design: Optimized handrails with Ergo Form Grips</p> <p>Resistance Technology: ECB w/ flywheel</p> <p>Power Requirements: 120v/60Hz AC power</p> <p>Assembled Dimensions: Approximately 138 x 85 x 212 cm/54.5" x 33.5" x 83.5"</p> <p>Max User Weight: 182 kg/400 lbs.</p>	15
3.	1.2	<p>ROGUE SLED, OR APPROVED EQUAL</p> <p><b>Mandatory Features:</b></p> <p>Compatible with a wide range of mountable attachments, including double handle, lawn boy, wheelbarrow.</p> <p>Minimum quarter-inch steel base plate, 2x3" 11-gauge steel tubing with 3-foot upright push bars designed to accommodate both high and low push stances.</p> <p>Approximately 40"x24" with 4" skid width</p> <p>Minimum of one carabiner</p>	12
4.	BSTBR1550	<p>BODY SOLID BATTLE ROPE 50ft, OR APPROVED EQUAL</p> <p><b>Mandatory Features:</b></p> <p>Durable poly-twine with wrapped finished ends 1.5" diameter</p>	2
5.	RA0604 BLBR	<p>ROGUE BAR 2.0 BLACK SHAFT W BRIGHT SLEEVES 48.53lbs 28.5 mm, OR APPROVED EQUAL</p> <p><b>Mandatory Features:</b></p> <p>20km, 28.5MM, No center knurl, dual knurl marks, 16.40" loadable sleeve length, composite bushing, 190,000 PSI Tensile Strength</p> <p>Lifetime Warranty</p>	10
6.	RA0584 BLBR	<p>ROGUE BELLA BAR 33 lbs 25mm, OR APPROVED EQUAL</p> <p><b>Mandatory Features:</b></p> <p>15kg, 25MM, No center knurl, dual knurl marks, 13.00" loadable sleeve length, composite bushing, 190,000 PSI Tensile Strength</p> <p>Lifetime Warranty</p>	2

7.	RA1077 BEBR	ROGUE CURL BAR BLACK WITH ZINC SLEEVES, OR APPROVED EQUAL  <b>Mandatory Features:</b> 30lb, 28.5MM, No center knurl, 10.50" loadable sleeve length, cambered, snap ring design, bronze bushing Minimum five year warranty	1
8.	2.5LB	ROGUE BLACK PLATES HG 2.0 PAIR , OR APPROVED EQUAL  <b>Mandatory Features:</b> Approximately 6.3"x0.5" , Black steel Olympic plates	1
9.	5LB	ROGUE BLACK PLATES HG 2.0 PAIR, OR APPROVED EQUAL  <b>Mandatory Features:</b> Approximately 8.0"x0.6" , Black steel Olympic plates	5
10.	10LB	ROGUE BUMPER PLATES HG 2.0 PAIR, OR APPROVED EQUAL  <b>Mandatory Features:</b> 450mm, 1", 50.40mm collar opening, stainless steel inserts, minimal bounce	10
11.	15LB	ROGUE BUMPER PLATES HG 2.0 PAIR, OR APPROVED EQUAL  <b>Mandatory Features:</b> 450mm, 1 3/8", 50.40mm collar opening, stainless steel inserts, minimal bounce	3
12.	25LB	ROGUE BUMPER PLATES HG 2.0 PAIR, OR APPROVED EQUAL  <b>Mandatory Features:</b> 450mm, 2", 50.40mm collar opening, stainless steel inserts, minimal bounce, 3 year warranty	9
13.	35LB	ROGUE BUMPER PLATES HG 2.0 PAIR, OR APPROVED EQUAL  <b>Mandatory Features:</b> 450mm, 2 3/4", 50.40mm collar opening, stainless steel inserts, minimal bounce, Minimum 3 year warranty	8
14.	45LB	ROGUE BUMPER PLATES HG 2.0 PAIR, OR APPROVED EQUAL  <b>Mandatory Features:</b> 450mm, 3 1/4", 50.40mm collar opening, stainless steel inserts, minimal bounce, Minimum 3 year warranty	15
15.	OBOOO2	ROGUE BARBELL COLLAR PAIRS, OR APPROVED EQUAL  <b>Mandatory Features:</b> Aluminum clamp with rubberized interior lining, lever lock, Minimum 2 year warranty	9

16.	TSD 10LB	TROY Rubber HEX DUMBELL PAIRS 10LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	1
17.	TSD 15LB	TROY Rubber HEX DUMBELL PAIRS 15LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	1
18.	TSD 20LB	TROY Rubber HEX DUMBELL PAIRS 20LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	1
19.	TSD 25LB	TROY Rubber HEX DUMBELL PAIRS 25LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	1
20.	TSD 30LB	TROY Rubber HEX DUMBELL PAIRS 30LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	2
21.	TSD 35LB	TROY Rubber HEX DUMBELL PAIRS 35LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	1
22.	TSD 40LB	TROY Rubber HEX DUMBELL PAIRS 40LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	1
23.	TSD 45LB	TROY Rubber HEX DUMBELL PAIRS 45LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	1
24.	TSD 50LB	TROY Rubber HEX DUMBELL PAIRS 50LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	1

25.	TSD 55LB	TROY Rubber HEX DUMBELL PAIRS 55LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	2
26.	TSD 60LB	TROY Rubber HEX DUMBELL PAIRS 60LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	3
27.	TSD 65LB	TROY Rubber HEX DUMBELL PAIRS 65LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	2
28.	TSD 70LB	TROY Rubber HEX DUMBELL PAIRS 70LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	3
29.	TSD 75LB	TROY Rubber HEX DUMBELL PAIRS 75LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	4
30.	TSD 80LB	TROY Rubber HEX DUMBELL PAIRS 80LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	5
31.	TSD 85LB	TROY Rubber HEX DUMBELL PAIRS 85LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	3
32.	TSD 90LB	TROY Rubber HEX DUMBELL PAIRS 90LBS. OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	4
33.	TSD 95LB	TROY Rubber HEX DUMBELLPAIRS 95LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	3

34.	TSD 100LB	TROY Rubber HEX DUMBELL PAIRS 100LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	2
35.	TSD 105LB	TROY Rubber HEX DUMBELL PAIRS 105LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	1
36.	TSD 110LB	TROY Rubber HEX DUMBELL PAIRS 110LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	1
37.	TSD 115LB	TROY Rubber HEX DUMBELL PAIRS 115LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	1
38.	TSD 120LB	TROY Rubber HEX DUMBELL PAIRS 120LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6 sided rubber encased hex, steel chrome contoured handles, 4.25" handle length	1
39.	ASSAULT	ASSAULT FITNESS AIR BIKES, OR APPROVED EQUAL  <b>Mandatory Features:</b> <b>Base/Frame:</b> 104lb steel frame maximum Heavy-Duty 24" fan, 27" (maximum) with Fan Housing Sealed cartridge bottom bracket  <b>Console/Programs</b> At minimum, tracks distance, speed, pace, calories burned, watts, and HR Programmable Interval Functions (Work, Rest programs) Set Distance or Calories with countdown functionality <b>Distance tracked in meters or thousandths of a mile</b>  (1000.0 = 1 mile)  <b>Comfort/Adjustments</b> - Rubber-Dipped handles- 4-way adjustable seat - Peg attachment foot rests - Extra padding on seat - Includes SPD Cleat Pedals option: Toe cup and SPD clip-in design  <b>Warranty:</b> Minimum 5 year frame, 2 year parts	16

40.	P4 RA0172	ROGUE PULL UP BARS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 1x2" 11 gauge steel, 32"x31", 30" depth from wall/ceiling, 52" pull-up bar, 500lb capacity	1
41.	RA0116	ROGUE MONSTER MATADOR DIP ATTACHMENT, OR APPROVED EQUAL  <b>Mandatory Features:</b> Approximately 24"x27"x10", 1 7/8", 3x3" 7-gauge steel, mount to Rogue Monster Rack or Rig	5
42.	RA6043	ROGUE 2.0 ADJUSTABLE BENCH, OR APPROVED EQUAL  <b>Mandatory Features:</b> Black, 52" overall pad length, 11.25" wide, Approximate footprint 24.5"x54.5", 6 incline positions from zero to 85 degrees, rubber feet and wheels	2
43.	GSMB 015	TROY SLAM BALL 15lb, OR APPROVED EQUAL  <b>Mandatory Features:</b> Encased rubber shell, sand center, 9", 3.0mm-3.2mm	4
44.	GSMB 020	TROY SLAM BALL 20lb, OR APPROVED EQUAL  <b>Mandatory Features:</b> Encased rubber shell, sand center, 9", 3.0mm-3.2mm	1
45.	GSMB 025	TROY SLAM BALL 25lb, OR APPROVED EQUAL  <b>Mandatory Features:</b> Encased rubber shell, sand center, 9", 3.0mm-3.2mm	19
46.	GSMB 030	TROY SLAM BALL 30LB, OR APPROVED EQUAL  <b>Mandatory Features:</b> Encased rubber shell, sand center, 9", 3.0mm-3.2mm	5
47.	GSMB 040	TROY SLAM BALL 40LB, OR APPROVED EQUAL  <b>Mandatory Features:</b> Encased rubber shell, sand center, 10", 3.0mm-3.2mm	1
48.	GSMB 050	TROY SLAM BALL 50LB, OR APPROVED EQUAL  <b>Mandatory Features:</b> Encased rubber shell, sand center, 10", 3.0mm-3.2mm	3
49.	ROGUE	SLAM BALL 70LB, OR APPROVED EQUAL  <b>Mandatory Features:</b> Encased rubber shell, sand center, 14", 3.0mm-3.2mm	3
50.	AOT56	TROY TRAP BAR, OR APPROVED EQUAL  <b>Mandatory Features:</b> Chrome Finish, 56", 50lbs, inside width 24.5", 10" sleeve length, 500lb capacity	3
51.	BSTDMB25	BODY SOLID MED BALL 25LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> Rubber, dual handles	2



52.	25-75lbs	BRUTE FORCE ATHLETE SAND BAG KIT, OR APPROVED EQUAL  <b>Mandatory Features:</b> 1000D Military-Spec Cordura, Military Grade Velcro, 5 panel seatbelt webbing and YKK zippers, one double Velcro 50lb bag, one 30lb filler bag	1
53.	T PLYO	FOAM PLYO BOX 3 in 1, 16, 20, 24", OR APPROVED EQUAL  <b>Mandatory Features:</b> 40lb, each side color coded according to heights	1
54.	RA0368	MEDIUM FILLER BAG (25"x6.5"), OR APPROVED EQUAL  <b>Mandatory Features:</b> 22", can hold up to 23lbs	10
55.	RXD	TOMAHAWK SANDBAG SHELL OUTER, OR APPROVED EQUAL  <b>Mandatory Features:</b> 24", can hold up to 60lbs	5
56.	IP0179-25-2	ROGUE 6-SHOOTER URETHANE OLYMPIC GRIP PLATES - 45 lb -PAIR, OR APPROVED EQUAL  <b>Mandatory Features:</b> 1.5" wide, 5mm thick urethane coating, 50.6mm collar opening	1
57.	IP0179-45-2	ROGUE 6-SHOOTER URETHANE OLYMPIC GRIP PLATES - 25 lb -PAIR, OR APPROVED EQUAL  <b>Mandatory Features:</b> 1.9" wide, 5mm thick urethane coating, 50.6mm collar opening	1
58.	AD0114	ROGUE HG COLLAR 2.0, OR APPROVED EQUAL  <b>Mandatory Features:</b> Spring in tab for a quicker release, rubber pads to grip bar sleeve, stainless steel hardware, solid nylon resin construction, minimum one year warranty	10
59.	RF0639-M	ROGUE PB-2M PEG BOARD WITH METAL NAME PLATE MAPLE, OR APPROVED EQUAL  <b>Mandatory Features:</b> 1.5" thick board, 95.625"x 11.75", two grip wood dowel rods- 6.5"x1.19", 35 staggered holes with six counter bored holes for mounting	1
60.	RA0798	ROGUE SPARE PEG BOARD DOWELS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 6.5" dowel rods, unfinished Hickory, 1.19"	1

61.	FP0001-KIT	ROGUE SLED HARNESS w/ 9" SLED STRAP, OR APPROVED EQUAL  <b>Mandatory Features:</b> 9' long nylon pull strap, two 2000lb rated connectors, 3" reinforced internal webbing structure, steel belt fasteners, steel anchors, adjustable, one size fits all, washable interior, front and back anchor points	2
62.	RA0723	ROGUE WRIST ROLLER, OR APPROVED EQUAL  <b>Mandatory Features:</b> 2"x 6" handles, durable 58.5" nylon strap and carabiner	1
63.	PD0002	ROGUE 36" FOAM ROLLER, OR APPROVED EQUAL  <b>Mandatory Features:</b> 1.5 LB PCF, 6"x36", black	1
64.	LXBBR	ROGUE LACROSSE BALL, OR APPROVED EQUAL  <b>Mandatory Features:</b> The ball shall be white, yellow or orange solid rubber between 7 3/4 and 8 inches in circumference, between 5 and 5 1/2 ounces in weight and when dropped from a height of 72 inches upon concrete floor, shall bounce 43 to 51 inches at a temperature of 65 degrees Fahrenheit.	5
65.	TS00003	ROGUE ORIGINAL STICK, OR APPROVED EQUAL  <b>Mandatory Features:</b> 24" with 15 working spindles	1
66.	TS00007	ROGUE STANDARD STICK KIT, OR APPROVED EQUAL  <b>Mandatory Features:</b> Includes Original Stick, Travel Stick, FootWheel	1
67.	PR0003-3X8	ROGUE MADE IN THE USA BANNER - 3X8', OR APPROVED EQUAL  <b>Mandatory Features:</b> Heavy duty vinyl with grommets	1
68.	MTT003	ROGUE MUTT BAR - 44LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> Single piece cast iron, multi-grip, 33"x10", black with texture powder coat	1
69.	RF00640	ROGUE WORM, OR APPROVED EQUAL  <b>Mandatory Features:</b> 17', 435lb, 12" diameter, six filler bags weighted at 55, 60, 65, 70, 75, 80lbs separated by five 6 lb spacers	1
70.	1.5	ROGUE 20' CLIMBING ROPE, OR APPROVED EQUAL  <b>Mandatory Features:</b> 20'x1.5" durable manila with braided eyelet	1

71.	RA0368	ROGUE FARMERS WALK HANDLES, OR APPROVED EQUAL <b>Mandatory Features:</b> Pair, powder coat, 60", 12" of loadable sleeve space	3
72.	TOZ 47B	TROY OLYMPIC STYLE FRENCH CURL BAR (PREACHER BAR/EZ CURL BAR) , OR APPROVED EQUAL <b>Mandatory Features:</b> Steel construction, knurled and angles grips, 47" Minimum one year warranty	1
73.	GOT 34	TROY OLYMPIC STYLE TRICEPS BAR, OR APPROVED EQUAL <b>Mandatory Features:</b> Steel construction, 34", 22lbs	2
74.	TR1200 DT 3	LIFE SPAN WORKPLACE TREADMILLS, OR APPROVED EQUAL <b>Mandatory Features:</b> Underdesk treadmill, minimum 2.25 HP continuous-duty motor, 6 impact-absorbing shocks to dampen walking noise, 63"x25.8"x7.25", 0.4-4.0 MPH, supports up to 350lbs	2
75.	RA 1523	ROGUE DEADLIFT BAR JACK, OR APPROVED EQUAL <b>Mandatory Features:</b> 42"x19", 34" handle, 2x2" 11 gauge steel	1
76.	RA 1363	ROGUE Vertical Bar Hanger TRIPLE BAR, OR APPROVED EQUAL <b>Mandatory Features:</b> 3/16" formed steel with protective UHMW plastic layer	1
77.	BSTWW40	BODY SOLID WEIGHTED VESTS, OR APPROVED EQUAL <b>Mandatory Features:</b> One size fits most, 2-40lbs, hook and loop closure, stainless D-ring on front and back for attachments	8
78.	BSTBR1530	BODY SOLID BATTLE ROPE 30ft, OR APPROVED EQUAL <b>Mandatory Features:</b> 30'x1.5", poly-twine with wrapped finished ends	2
79.	GHD 2.0	ROGUE ABRAM GHD 2.0, OR APPROVED EQUAL <b>Mandatory Features:</b> 73"x44 1/2"x48", 10-slot roller assembly, 2x3" 11-gauge steel, bolt together, triangular base with rubber feet	5
80.	T OPT	TROY OLYMPIC PLATE TREES, OR APPROVED EQUAL <b>Mandatory Features:</b> Black finish, steel frame for up to 43 pairs of 2" Olympic plates	5

81.	AB10	ROGUE AB MATS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 15"x15"x1.5" low compression set foam with durable vinyl construction	2
82.	TTVB S	TROY V SHAPED TRICEP PRESS DOWN BAR WITH SWIVEL, OR APPROVED EQUAL  <b>Mandatory Features:</b> 1020 cold rolled steel, chrome plated, #18 diamond knurled gripping surface	1
83.	CHE 340	TUFF STUFF 45 DEGREE BACK HYPEREXTENSION BENCH, OR APPROVED EQUAL  <b>Mandatory Features:</b> Adjustable from 42 degrees hyper angle to full roman-chair workout position, telescoping foot support, 400lb capacity, 56"x37"x34"	1
84.	RA0524	ROGUE 9 BAR HOLDER, OR APPROVED EQUAL  <b>Mandatory Features:</b> Nine DOM steel tubes secured within two laser cut sheets of 7-gauge steel, 18"x18", black	3
85.	MODEL D	CONCEPT 2 ROWER, OR APPROVED EQUAL  <b>Mandatory Features:</b>  <b>(Approximate dimensions below)</b> Monitor PM5 Overall Length 96 in (244 cm) Width 24 in (61 cm) Seat Height 14 in (36 cm) Monorail Length 54 in (137 cm) Chain or Cord Nickel-plated steel chain Maximum User 500 lbs (227 kg) Weight 300 lbs. Space Assembled: 8 ft x 2 ft (244 cm x 61 cm) Machine Weight 57 lb (26 kg)	4
86.	RA0368	ROGUE PLYO BOX 3 in 1, OR APPROVED EQUAL  <b>Mandatory Features:</b> Wood plyobox 30x20x24", pocket screws and fasteners, Minimum one year warranty	2
87.	LXBBR10	ROGUE LACROSS BALLS 10 PACK, OR APPROVED EQUAL  <b>Mandatory Features:</b> The ball shall be white, yellow or orange solid rubber between 7 3/4 and 8 inches in circumference, between 5 and 5 1/2 ounces in weight and when dropped from a height of 72 inches upon concrete floor, shall bounce 43 to 51 inches at a temperature of 65 degrees Fahrenheit.	1
88.	15	ROGUE RESISTANCE STRAPS - ORANGE, OR APPROVED EQUAL  <b>Mandatory Features:</b> Natural Latex Rubber, 15lbs of resistance, 41"x.25"x.18"	1

89.	30	ROGUE RESISTANCE STRAPS - RED, OR APPROVED EQUAL  <b>Mandatory Features:</b> Natural Latex Rubber, 30lbs of resistance, 41"x.5"x.18"	1
90.	50	ROGUE RESISTANCE STRAPS - BLUE, OR APPROVED EQUAL  <b>Mandatory Features:</b> Natural Latex Rubber, 50lbs of resistance, 41"x.5"x.25"	1
91.	65	ROGUE RESISTANCE STRAPS - GREEN, OR APPROVED EQUAL  <b>Mandatory Features:</b> Natural Latex Rubber, 65lbs of resistance, 41"x1.13"x.18"	1
92.	100	ROGUE RESISTANCE STRAPS - BLACK, OR APPROVED EQUAL  <b>Mandatory Features:</b> Natural Latex Rubber, 100lbs of resistance, 41"x1.75"x.18"	1
93.	WALL TARGET	ROGUE MONSTER BOLT TOGETHER WALL TARGET, OR APPROVED EQUAL  <b>Mandatory Features:</b> 16" 0.1875" Steel Plate, 1" hardware to mount to Rogue Monster series	1
94.	RF0712P	ROGUE RIG MOUNT SPEED BAG, OR APPROVED EQUAL  <b>Mandatory Features:</b> 24" for mounting to Rogue Monster Rack/Rig, cotter pin swivel with mounting hardware	1
95.	4241	EVERLAST STANDARD LEATHER SPEED BAG, OR APPROVED EQUAL  <b>Mandatory Features:</b> Leather construction, reinforced seams	1
96.	ALDB	TROY DIP BELT, OR APPROVED EQUAL  <b>Mandatory Features:</b> Leather with beveled edges, chrome chain, wide back pad for comfort	1
97.	JCUPS	ROGUE PAIR MONSTER, OR APPROVED EQUAL  <b>Mandatory Features:</b> 3"x7 3/4", 3/8 plate and 1" pin for use with Rogue Monster rack or rig	2
98.	RA0457	ROGUE MONSTER SINGLE BAR HOLDERS, OR APPROVED EQUAL  <b>Mandatory Features:</b> Black, 5.25"x3"x11", mountable to Rogue Monster rack or rig	2

99.	RA1455	ROGUE MONSTER MASS STORAGE HANGERS SINGLE, OR APPROVED EQUAL  <b>Mandatory Features:</b> Black 3/16" steel, mountable to Rogue Monster rack or rig	1
100.	HBO017	ROGUE VOODOO FLOSS BANDS, OR APPROVED EQUAL  <b>Mandatory Features:</b> 7' pair, 2", black, natural latex rubber	1
101.	PWB 14	TROY WALL BALLS 14LBS, OR APPROVED EQUAL  <b>Mandatory Features:</b> Minimum one year warranty	1
102.	PAD011	CRASH MAT RED 3 FOLD W LOGO, OR APPROVED EQUAL  <b>Mandatory Features:</b> 8'x6'x2", 3-fold, 4 section folding mat with hook and loop fasteners	1
103.	RF0320 KB	ROGUE STORAGE ADD ON 2 TIER - TYPE 43, OR APPROVED EQUAL  <b>Mandatory Features:</b> 70" shelves, 2x2" 11 gauge steel, heavy duty casters	1
104.	RA 0487	ROGUE FAT BOY SLED, OR APPROVED EQUAL  <b>Mandatory Features:</b> 16" wide bent steel deck, 16' sled strap and carabiner, 16"x21.5", 16 5/8" fold flat weight post	5
105.	RF0366	ROGUE MULTI GRIP CROSSMEMBER, OR APPROVED EQUAL  <b>Mandatory Features:</b> 43"x17" 1 1/4" compatible with Rogue Monster Rack or Rig	1
106.	BSTRT1	BODY SOLID RESISTANCE BANDS VERY LIGHT, OR APPROVED EQUAL  <b>Mandatory Features:</b> 61" handle to handle	2
107.	BSTRT2	BODY SOLID RESISTANCE BANDS GREEN LIGHT, OR APPROVED EQUAL  <b>Mandatory Features:</b> 61" handle to handle	2
108	BSTRT3	BODY SOLID RESISTANCE BANDS RED MEDIUM, OR APPROVED EQUAL  <b>Mandatory Features:</b> 61" handle to handle	2
109	BSTRT4	BODY SOLID RESISTANCE BANDS BLUE HEAVY, OR APPROVED EQUAL  <b>Mandatory Features:</b> 61" handle to handle	2

110	BSTRT5	PRISM RESISTANCE BANDS VERY HVY, OR APPROVED EQUAL  <b>Mandatory Features:</b> 61" handle to handle	2
111	AD0061	ROGUE BEARING SPEED ROPE - SR1, OR APPROVED EQUAL  <b>Mandatory Features:</b> 4 hi-precision cartridge ball bearing, 120" red coated speak cable, 6.75" handle, adjustable	18
112	RF0390	ROGUE PLATE STORAGE CHANNEL 2 PACK, OR APPROVED EQUAL  <b>Mandatory Features:</b> 16" total x13" usable, 7-gauge steel and two Monster hitchpins for mounting to Rogue Monster Racks or Rigs	1

Vendor must submit specification sheets if bidding alternate equipment.

**ACCOUNT REPRESENTATIVE CONTACT INFORMATION**

Vendor shall list the account representative information servicing the City's account if awarded this contract.

Name: JOHN STAFFORD  
Bid Specialist  
Title: jstafford@bsnsports.com  
Phone: 1-800-527-7510 Fax: 1-800-365-7653  
Email: BSNBID@BSNSports.com

**ORDER PLACEMENT INFORMATION**

Vendor shall list the preferred service contact method and contact information.

Services shall be coordinated via: (check all that apply)

Phone: \_\_\_\_\_ Fax: 1-800-365-7653  
Email: BSNBID@BSNSports.com

**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.

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, which shall be clearly labeled "Purchase of Fitness Equipment" 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. 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:

<u>TYPE</u>	<u>AMOUNTS</u>
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	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

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  
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.

#### 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 ORDINANCE LANGUAGE

- Attachment B – PRICE SCHEDULE
- Attachment C - LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM
- Attachment D - VETERAN OWNED SMALL BUSINESS TRACKING FORM
- Attachment E - SBEDA ORDINANCE COMPLIANCE PROVISIONS LANGUAGE
- Attachment F- HUB UTILIZATION FORM
- Attachment G- SAFD DELIVERY LOCATIONS

## 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.

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

### Information Required On Invoice.

All invoices must be in a form and content approved by 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 may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than \$25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

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, however, 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.

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 respondent superior shall not apply as between City and Vendor.

## **INDEMNIFICATION.**

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section 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.

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 §2270.002 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.

"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 sole proprietorship, 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.

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's hereby relies on Company's verification. If found to be false, 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, whether electronically or by paper, 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.

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

Bidder Information

Please Print or Type

Vendor ID No.

Signer's Name

Name of Business

Street Address

City, State, Zip Code

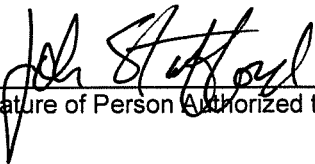
Email Address

Telephone No.

Fax No.

City's Solicitation No.

<u>John Stafford</u>	<u>BSN SPORTS</u>
<u>BSN SPORTS</u>	<u>BSN SPORTS</u>
<u>PO BOX 7726</u>	<u>PO BOX 7726</u>
<u>DALLAS TX 75200-0726</u>	<u>DALLAS TX 75200-0726</u>
<u>BSN@BSN.COM</u>	<u>BSN@BSN.COM</u>
<u>1-800-527-7510</u>	<u>1-800-527-7510</u>
<u>1-800-365-7653</u>	<u>1-800-365-7653</u>
<u>6100009950</u>	<u>6100009950</u>

  
\_\_\_\_\_  
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.

I am submitting An Alternate Bid. I am bidding w/ Inside Delivery. No installation. We will not be able to dispose of packing material / debris / boxes. See catalog for alternate special items. No prompt payment discount.

009 - ATTACHMENTS

**ATTACHMENT A-LOCAL PREFERENCE PROGRAM ORDINANCE LANGUAGE**

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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.

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

**ATTACHMENT B-PRICE SCHEDULE**

*John Stafford*  
**JOHN STAFFORD**  
 Bid Specialist  
 jstafford@bsnsports.com

**ITEM 1: FITNESS EQUIPMENT**

P. 307  
 Alternate

ITEM #	PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1.	CSM 725	TUFF STUFF SMITH MACHINE WITH HI LO WEIGHT STACKS, OR APPROVED EQUAL	4	No Bid	
2.	C3X	MATRIX CLIMBMILL, OR APPROVED EQUAL	15	↓	
3.	1.2	ROGUE SLED, OR APPROVED EQUAL	12		
4.	BSTBR1550 BSN # 1369626	BODY SOLID BATTLE ROPE 50ft, OR APPROVED EQUAL 50'L 2"D	2		79.98
5.	RA0604 BLBR	ROGUE BAR 2.0 BLACK SHAFT W BRIGHT SLEEVES 48.53lbs 28.5 mm, OR APPROVED EQUAL	10	No Bid	
6.	RA0584 BLBR	ROGUE BELLA BAR 33 lbs 25mm, OR APPROVED EQUAL	2	↓	
7.	RA1077 BEBR	ROGUE CURL BAR BLACK WITH ZINC SLEEVES, OR APPROVED EQUAL	1		
8.	2.5LB	ROGUE BLACK PLATES HG 2.0 PAIR, OR APPROVED EQUAL	1		
9.	5LB	ROGUE BLACK PLATES HG 2.0 PAIR, OR APPROVED EQUAL	5		
10.	10LB	ROGUE BUMPER PLATES HG 2.0 PAIR, OR APPROVED EQUAL	10		
11.	15LB	ROGUE BUMPER PLATES HG 2.0 PAIR, OR APPROVED EQUAL	3		
12.	25LB	ROGUE BUMPER PLATES HG 2.0 PAIR, OR APPROVED EQUAL	9		
13.	35LB	ROGUE BUMPER PLATES HG 2.0 PAIR, OR APPROVED EQUAL	8		

P-271  
Alternate

14.	45LB	ROGUE BUMPER PLATES HG 2.0 PAIR, OR APPROVED EQUAL	15	No Bid	
15.	OBOOO2	ROGUE BARBELL COLLAR PAIRS, OR APPROVED EQUAL	9	↓	
16.	TSD 10LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 10LBS, OR APPROVED EQUAL 1347777	1	19.82/pair	19.82
17.	TSD 15LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 15LBS, OR APPROVED EQUAL 1347784	1	27.96/pair	27.96
18.	TSD 20LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 20LBS, OR APPROVED EQUAL 1347791	1	37.96/pair	37.96
19.	TSD 25LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 25LBS, OR APPROVED EQUAL 1347807	1	47.38/pair	47.38
20.	TSD 30LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 30LBS, OR APPROVED EQUAL 1347814	2	55.96/pair	111.92
21.	TSD 35LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 35LBS, OR APPROVED EQUAL 1347821	1	65.96/pair	65.96
22.	TSD 40LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 40LBS, OR APPROVED EQUAL 1347838	1	73.96/pair	73.96
23.	TSD 45LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 45LBS, OR APPROVED EQUAL 1347845	1	83.96/pair	83.96
24.	TSD 50LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 50LBS, OR APPROVED EQUAL 1347869	1	92.96/pair	92.96
25.	TSD 55LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 55LBS, OR APPROVED EQUAL 1347876	2	101.36/pair	202.72
26.	TSD 60LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 60LBS, OR APPROVED EQUAL 1347883	3	110.96/pair	332.88
27.	TSD 65LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 65LBS, OR APPROVED EQUAL 1347890	2	119.96/pair	239.92
28.	TSD 70LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 70LBS, OR APPROVED EQUAL 1347906	3	129.96/pair	389.88
29.	TSD 75LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 75LBS, OR APPROVED EQUAL 1347913	4	139.96/pair	559.84
30.	TSD 80LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 80LBS, OR APPROVED EQUAL 1347920	5	147.96/pair	739.80
31.	TSD 85LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 85LBS, OR APPROVED EQUAL 1347937	3	239.96/pair	719.88
32.	TSD 90LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 90LBS, OR APPROVED EQUAL 1347944	4	257.96/pair	1031.84
33.	TSD 95LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 95LBS, OR APPROVED EQUAL 1347951	3	273.96/pair	821.88
34.	TSD 100LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 100LBS, OR APPROVED EQUAL 1347968	2	285.96/pair	571.92
35.	TSD 105LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 105LBS, OR APPROVED EQUAL	1	No Bid	
36.	TSD 110LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 110LBS, OR APPROVED EQUAL	1	↓	
37.	TSD 115LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 115LBS, OR APPROVED EQUAL	1		
38.	TSD 120LB	TROY Rubber <del>HEX</del> DUMBBELL PAIRS 120LBS, OR APPROVED EQUAL	1	↓	

39.	ASSAULT	ASSAULT FITNESS AIR BIKES, OR APPROVED EQUAL	16	No Bid		
40.	P4 RA0172	ROGUE PULL UP BARS, OR APPROVED EQUAL	1	↓		
41.	RA0116	ROGUE MONSTER MATADOR DIP ATTACHMENT, OR APPROVED EQUAL	5			
42.	RA6043	ROGUE 2.0 ADJUSTABLE BENCH, OR APPROVED EQUAL	2			
43.	GSMB 015	TROY SLAM BALL 15lb, OR APPROVED EQUAL	4			
44.	GSMB 020	TROY SLAM BALL 20lb, OR APPROVED EQUAL	1			
45.	GSMB 025	TROY SLAM BALL 25lb, OR APPROVED EQUAL	19			
46.	GSMB 030	TROY SLAM BALL 30LB, OR APPROVED EQUAL	5			
47.	GSMB 040	TROY SLAM BALL 40LB, OR APPROVED EQUAL	1			
48.	GSMB 050	TROY SLAM BALL 50LB, OR APPROVED EQUAL	3			
49.	ROGUE	SLAM BALL 70LB, OR APPROVED EQUAL	3		↓	
50.	AOT56 AS spec.	TROY TRAP BAR, OR APPROVED EQUAL Troy AOT56 BSN # 1395606	3		219.98	659.94
51.	BSTDMB25	BODY SOLID MED BALL 25LBS, OR APPROVED EQUAL	2		No Bid	
52.	25-75lbs	BRUTE FORCE ATHLETE SAND BAG KIT, OR APPROVED EQUAL	1		↓	
53.	T PLYO	FOAM PLYO BOX 3 in 1, 16, 20, 24", OR APPROVED EQUAL	1			
54.	RA0368	MEDIUM FILLER BAG (25"x6.5"), OR APPROVED EQUAL	10			
55.	RXD	TOMAHAWK SANDBAG SHELL OUTER, OR APPROVED EQUAL	5			
56.	IP0179-25-2 Alternate urethane 3 grips	ROGUE 6-SHOOTER URETHANE OLYMPIC GRIP PLATES (45 lb -PAIR) OR APPROVED EQUAL Troy 1386484	1	239.96/pr	239.96	
57.	IP0179-45-2	ROGUE 6-SHOOTER URETHANE OLYMPIC GRIP PLATES (25 lb -PAIR) OR APPROVED EQUAL Troy 1386482	1	133.96/pr	133.96	
58.	AD0114	ROGUE HG COLLAR 2.0, OR APPROVED EQUAL	10	No Bid		
59.	RF0639-M	ROGUE PB-2M PEG BOARD WITH METAL NAME PLATE MAPLE, OR APPROVED EQUAL	1	↓		
60.	RA0798	ROGUE SPARE PEG BOARD DOWELS, OR APPROVED EQUAL	1			
61.	FP0001-KIT	ROGUE SLED HARNESS w/ 9" SLED STRAP, OR APPROVED EQUAL	2			
62.	RA0723 Alternate	ROGUE WRIST ROLLER, OR Champion Barbells APPROVED EQUAL #CHCWRXXX		18.98	18.98	

P. 268

P. 272

P. 268

(weight sold separately) 37 of 48

P. 303 Alternate

63.	PD0002	ROGUE 36" FOAM ROLLER, OR <del>BSN</del> APPROVED EQUAL #1377212 36"	1	15.98	15.98
64.	LXBBR	ROGUE LACROSSE BALL, OR APPROVED EQUAL	5	No Bid	
65.	TS00003	ROGUE ORIGINAL STICK, OR APPROVED EQUAL	1		
66.	TS00007	ROGUE STANDARD STICK KIT, OR APPROVED EQUAL	1		
67.	PR0003-3X8	ROGUE MADE IN THE USA BANNER - 3X8', OR APPROVED EQUAL	1		
68.	MTT003	ROGUE MUTT BAR - 44LBS, OR APPROVED EQUAL	1		
69.	RF00640	ROGUE WORM, OR APPROVED EQUAL	1		
70.	1.5	ROGUE 20' CLIMBING ROPE, OR APPROVED EQUAL	1		
71.	RA0368	ROGUE FARMERS WALK HANDLES, OR APPROVED EQUAL	3		
72.	TOZ 47B	TROY OLYMPIC STYLE FRENCH CURL BAR (PREACHER BAR/EZ CURL BAR) , OR APPROVED EQUAL	1		
73.	GOT 34	TROY OLYMPIC STYLE TRICEPS BAR, OR APPROVED EQUAL	2		
74.	TR1200 DT 3	LIFE SPAN WORKPLACE TREADMILLS, OR APPROVED EQUAL	2		
75.	RA 1523	ROGUE DEADLIFT BAR JACK, OR APPROVED EQUAL	1		
76.	RA 1363	ROGUE Vertical Bar Hanger TRIPLE BAR, OR APPROVED EQUAL	1		
77.	BSTWW40	BODY SOLID WEIGHTED VESTS, OR APPROVED EQUAL	8		
78.	BSTBR1530	BODY SOLID BATTLE ROPE 30ft, OR APPROVED EQUAL	2		
79.	GHD 2.0	ROGUE ABRAM GHD 2.0, OR APPROVED EQUAL	5		
80.	T OPT	TROY OLYMPIC PLATE TREES, OR APPROVED EQUAL	5		
81.	AB10	ROGUE AB MATS, OR APPROVED EQUAL	2		
82.	TTVB S	TROY V SHAPED TRICEP PRESS DOWN BAR WITH SWIVEL, OR APPROVED EQUAL	1		
83.	CHE 340	TUFF STUFF 45 DEGREE BACK HYPEREXTENSION BENCH, OR APPROVED EQUAL	1		
84.	RA0524	ROGUE 9 BAR HOLDER, OR APPROVED EQUAL	3		
85.	MODEL D	CONCEPT 2 ROWER, OR APPROVED EQUAL	4		
86.	RA0368	ROGUE PLYO BOX 3 in 1, OR APPROVED EQUAL	2		

87.	LXBBR10	ROGUE LACROSS BALLS 10 PACK, OR APPROVED EQUAL	1	No Bid		
88.	15	ROGUE RESISTANCE STRAPS - ORANGE, OR APPROVED EQUAL	1			
89.	30	ROGUE RESISTANCE STRAPS - RED, OR APPROVED EQUAL	1			
90.	50	ROGUE RESISTANCE STRAPS - BLUE, OR APPROVED EQUAL	1			
91.	65	ROGUE RESISTANCE STRAPS - GREEN, OR APPROVED EQUAL	1			
92.	100	ROGUE RESISTANCE STRAPS - BLACK, OR APPROVED EQUAL	1			
93.	WALL TARGET	ROGUE MONSTER BOLT TOGETHER WALL TARGET, OR APPROVED EQUAL	1			
94.	RF0712P	ROGUE RIG MOUNT SPEED BAG, OR APPROVED EQUAL	1			
95.	4241 Everlast 4242 10"x7"	EVERLAST STANDARD LEATHER <del>BSU</del> SPEED BAG, OR APPROVED EQUAL # 1281890	1		28.98	28.98
96.	ALDB	TROY DIP BELT, OR APPROVED EQUAL	1		No Bid	
97.	JCUPS	ROGUE PAIR MONSTER, OR APPROVED EQUAL	2			
98.	RA0457	ROGUE MONSTER SINGLE BAR HOLDERS, OR APPROVED EQUAL	2			
99.	RA1455	ROGUE MONSTER MASS STORAGE HANGERS SINGLE, OR APPROVED EQUAL	1			
100.	HBOO17	ROGUE VOODOO FLOSS BANDS, OR APPROVED EQUAL	1			
101.	PWB 14	TROY WALL BALLS 14LBS, OR APPROVED EQUAL	1			
102.	PAD011	CRASH MAT RED 3 FOLD W LOGO, OR APPROVED EQUAL	1			
103.	RF0320 KB	ROGUE STORAGE ADD ON 2 TIER - TYPE 43, OR APPROVED EQUAL	1			
104.	RA 0487	ROGUE FAT BOY SLED, OR	5			
105.	RF0366	ROGUE MULTI GRIP CROSSMEMBER, OR APPROVED EQUAL	1			
106.	BSTRT1	BODY SOLID RESISTANCE BANDS VERY LIGHT, OR APPROVED EQUAL	2			
107.	BSTRT2	BODY SOLID RESISTANCE BANDS GREEN LIGHT, OR APPROVED EQUAL	2			
108.	BSTRT3	BODY SOLID RESISTANCE BANDS RED MEDIUM, OR APPROVED EQUAL	2			
109.	BSTRT4	BODY SOLID RESISTANCE BANDS BLUE HEAVY, OR APPROVED EQUAL	2			
110.	BSTRT5	PRISM RESISTANCE BANDS VERY HVY, OR APPROVED EQUAL	2			
111	AD0061 Alternate Reactor	ROGUE BEARING SPEED ROPE - SR1, OR APPROVED EQUAL # 1390925	18	5.98	107.64	

P. 330  
Alternate

P. 307

Double bearings 10' L PVC coated steel cable rope.  
in the handle.

112	RF0390	ROGUE PLATE STORAGE CHANNEL 2 PACK, OR APPROVED EQUAL	1	No Bid	—
	Extended Total	\$ 7,537.84			

DELIVERY: Delivery will be made within 2-20 calendar days after issuance of purchase order.

Prompt Payment Discount: N/A % \_\_\_\_\_ days. (If no discount is offered, Net 30 will apply.)

No Prompt payment discount. Net 30 only.

## ATTACHMENT E-SBEDA ORDINANCE COMPLIANCE PROVISIONS

### I. SBEDA Ordinance Compliance Provisions

#### A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

#### B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2016-05-19-0367 and as amended, also referred to as “SBEDA” or “the SBEDA Program”), which is posted on the City’s Economic Development Department (EDD) website page and is also available in hard copy format upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of the SBEDA Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

#### C. Definitions

**Affirmative Procurement Initiatives (API)** – Refers to various S/M/WBE Program tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE Program tools, see Section III.D of Attachment A to the SBEDA Ordinance). To be eligible for the benefits of race- and gender-conscious APIs as provided in the SBEDA Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Annual Aspirational Goal** – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) based upon the M/WBE availability by industry in accordance with the City’s 2015 Disparity Study findings, along with relative M/WBE availability data to be collected by the City through its CVR system,



and the utilization of M/WBEs. Any adjusted Annual Aspirational Goals for a given industry should not exceed the Expected Availability for award dollar weights as found in the 2015 Disparity Study. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract. The M/WBE Annual Aspirational Goals for FY 2016 are:

Construction – 51%  
Architecture and Engineering – 29%  
Professional Services – 45%  
Other Services – 54%  
Goods and Supplies - 41%

**Award** – the final selection of a Respondent for a specified Prime Contract or subcontract dollar amount. Contract awards are made by the City to Prime Contractors or vendors and by Prime Contractors or vendors to Subcontractor or sub-vendors, usually pursuant to a solicitation process. (Contract awards are to be distinguished from contract payments in that they only reflect the anticipated dollar amounts instead of actual dollar amounts that are paid to a contractor under an awarded contract).

**Best Value Contracting** – a purchasing solicitation process through which the Originating Department may evaluate factors other than price. Evaluation criteria for selection may include a Respondent’s previous experience and quality of product or services procured, and other factors identified in the applicable statute.

**Centralized Vendor Registration System (CVR)** – a mandatory electronic system of hardware and software programs by which the City recommends all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. All businesses awarded a City contract shall be required to register in the CVR. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

**Certification** – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City may accept any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6.

**City** – refers to the City of San Antonio, TX.

**Commercially Useful Function** – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed.

**Control** – the authority of a person or business owner to sign responses to solicitations and contracts, make price negotiation decisions, sell or liquidate the business and have the primary authority to direct the day-to-day management and operation of a business enterprise without interference from others.

**Economic Inclusion** – efforts to promote and maximize commercial transactions within, between and among all segments of the business population, regardless of race or gender, within the Relevant Marketplace.

**Emerging SBE (ESBE)** – a certified SBE corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is independently owned and operated by Individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Emerging M/WBE** – a certified M/WBE firm whose annual revenues and number of employees are no greater than 25% of the small business size standards for its industry as established by the U.S. Small Business Administration, and meets the Significant Business Presence requirements as defined herein.

**Evaluation Preference** – an API that may be applied by the Goal Setting Committee to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime Respondents.

**Formal Solicitation** – an invitation for bids, request for proposals, request for qualifications or other solicitation document issued by a City department for a contract that requires City Council approval, in accordance with the procurement rules adopted by the City Manager or designee through a memorandum issued by the City Manager or designee, an Administrative Directive or a procurement manual issued under the authority of the City Manager or designee, and/or pursuant to statutory requirements.

**Goal Setting Committee (GSC)** – a committee, or series of committees, appointed and chaired by the City Manager or designee from the Executive Team that includes, at a minimum, the EDD Director or designee, and the Director of Finance or Director of Transportation and Capital Improvements (TCI) or their designees, the Director or designee of the Originating Department (if the Originating Department is neither Finance nor TCI,) all without duplication of designees and two citizens appointed by City Council who are eligible to vote during the goal setting committee on contracts valued at \$3,000,000 and above. The City Manager or designee may also appoint two ex-officio members of the Small Business Advocacy Committee to serve on any GSC purely in an advisory and non-voting capacity. The GSC establishes S/M/WBE Program Goals for the City of San Antonio (e.g., Annual Aspirational Goals, Contract-by-Contract Subcontracting Goals, and determining which M/WBE segments are eligible for Segmented Subcontracting Goals annually) based upon Industry Categories, vendor availability, project-specific characteristics, and M/WBE utilization. The GSC also makes determinations about which Affirmative Procurement Initiatives (APIs) are to be applied to specific contracts based upon various criteria.

**Good Faith Efforts** – documentation of the Respondent’s intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation as stated in the solicitation reflecting the Respondent’s commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office’s directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor’s posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and CONTRACTORS that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.)

**HUBZone Firm** – a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

**Independently Owned and Operated** – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

**Individual** – an adult person that is of legal majority age.

**Industry Categories** – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as “business categories.”

**Joint Venture Incentives** – an API that provides inducements for non-SBE and non-M/WBE firms to collaborate with SBE or M/WBE partners in responses to solicitations and performing a Prime Contract to supply goods to, or to perform non-Construction services on behalf of, the City. Joint ventures are manifested by written agreements between two or more Independently Owned and Controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture. Incentives under this API may include Evaluation Preferences that are tied to the percentage of SBE or M/WBE participation in the joint venture, expedited issuance of building permits and extra contract option years in certain Other Services and Goods & Supplies contracts.

**Minority/Women Business Enterprise (M/WBE)** – firm that is certified as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

**M/WBE Directory** – a listing of M/WBEs that have been certified for participation in the City’s M/WBE Program APIs.

**M/WBE Subcontracting Program** – an API in which Prime Contractors or vendors are required to make Good Faith Efforts to subcontract a specified percentage of the value of prime contract dollars to certified M/WBE firms. Such subcontracting goals may be set and applied by the GSC on a contract-by-contract basis to those types of contracts that provide subcontract opportunities for performing Commercially Useful Functions wherein:

- (1) There have been ongoing disparities in the utilization of available M/WBE Subcontractors; or
- (2) Race-Neutral efforts have failed to eliminate persistent and significant disparities in the award of prime contracts to M/WBEs in a particular Industry Category or industry segment (e.g., Construction contracts, Professional Services contracts, and Architectural and Engineering contracts), and subcontract opportunities are limited outside of City contracts.

When specified by the GSC, the M/WBE Subcontracting Program may also be required to reflect Good Faith Efforts that a Prime Contractor or vendor has taken (or commits to taking in the case of solicitations that do not include a detailed scope of work or those in which price cannot be considered a factor in evaluation), toward attainment of subcontracting goals for M/WBE firms.

**M/WBE Evaluation Preference** – an API that the City may apply to requests for proposals or qualifications (RFPs or RFQs) on City Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts that are issued pursuant to a Best Value Contracting method or other methods of procurement wherein criteria other than lowest price are factored into the selection process. M/WBEs that submit responses for these kinds of solicitations are awarded additional Points in the scoring of their responses when evaluating and ranking their responses against those submitted by non-minority firms. Where specified in contract specifications as approved by the Goal Setting Committee, the M/WBE Evaluation Preference may be limited to Emerging M/WBE firms.

**Minority Business Enterprise (MBE)** – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the City. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term “MBE” as used in the SBEDA Ordinance is not inclusive of women-owned business enterprises (WBEs).

**Minority Group Members** – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

African-Americans: Persons with origins in any of the black racial groups of Africa.

Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.

Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

**Native Americans:** Persons having no less than 1/16<sup>th</sup> percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

**Originating Department** – the City department or authorized representative of the City which issues solicitations or for which a solicitation is issued.

**Payment** – dollars actually paid to Prime Contractors and/or Subcontractors and vendors for City contracted goods and/or services.

**Points** – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contracts (e.g., up to 20 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

**Prime Contractor** – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City.

**Race-Conscious** – any business classification or API wherein the race or gender of business owners is taken into consideration (e.g., references to M/WBE programs and APIs that are listed herein under the heading of “Race-Conscious”). To be eligible for the benefits of race- and gender-conscious APIs as provided in this Ordinance, M/WBE firms must also satisfy the size standards for being a Small Business Enterprise or SBE as defined herein.

**Race-Neutral** – any business classification or API wherein the race or gender of business owners is not taken into consideration (e.g., references to SBE programs and APIs that are listed herein under the heading of “Race-Neutral”).

**Relevant Marketplace** – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the 2015 Disparity Study, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

**Respondent** – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City.

**Responsible** – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

**Responsive** – a firm’s submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

**San Antonio Metropolitan Statistical Area (SAMSA)** – also known as the Relevant Marketplace, the geographic market area from which the City’s 2015 Disparity Study analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

**Segmented M/WBE Goals** – the application of multiple goals for M/WBE participation within Annual Aspirational Goals or for M/WBE Subcontracting Goals on an individual City contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals. Such segmented goals specifically target the participation of a particular segment of business enterprises owned and Controlled by WBEs or certain Minority Group Members (e.g., African-Americans or Hispanic-Americans) based upon relative availability and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. The application of Segmented M/WBE Goals is intended to ensure that those segments of M/WBEs that have been most significantly and persistently underutilized receive a fair measure of remedial assistance.

**SBE Directory** – a listing of small businesses that have been certified for participation in the City’s SBE Program APIs.

**Significant Business Presence** – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE’s performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

**Small Business Enterprise (SBE)** – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its

territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

**Small Business Office (SBO)** – the office within the Economic Development Department (EDD) of the City that is primarily responsible for general oversight and administration of the S/M/WBE Program.

**Small Minority Women Business Enterprise Program (S/M/WBE Program)** – the combination of SBE Program and M/WBE Program features contained in this Ordinance.

**Solicitation Incentives** – additional inducements or enhancements in the solicitation process that are designed to increase the chances for the selection of S/M/WBE firms in competition with other firms. Such inducements and enhancements may include such terms as additional contract option years, increased quantities in supply contracts, and evaluation preferences, where not prohibited by law. These solicitation incentives may be applied as appropriate to solicitations, contracts, and letter agreements for Construction, Architecture and Engineering services, Professional Services, Other Services, and Goods & Supplies contracts, including change orders and amendments.

**Subcontractor** – any vendor or contractor that is providing goods or services to a Prime Contractor in furtherance of the Prime Contractor’s performance under a contract or purchase order with the City. A copy of the binding agreement between the Prime Contractor and the Subcontractor shall be submitted prior to the City’s issuance of a notice to proceed.

**Suspension** – the temporary stoppage of an SBE or M/WBE firm’s beneficial participation in the City’s S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7, or pursuant to the Penalties and Sanctions set forth in Section III.E.13.

**Subcontractor/Supplier Utilization Plan** – a binding part of this contract agreement which states the CONTRACTOR’s commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR’s Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

**Women Business Enterprises (WBEs)** - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term “WBE” as used in this Ordinance is not inclusive of MBEs.

#### D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY’s SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY’s SBEDA Policy & Procedure Manual are in furtherance of the CITY’s efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR’s scope of work as referenced in the CITY’s formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR’s utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its subcontractors with this term;

2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its subcontractors or suppliers;
3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;
4. CONTRACTOR shall notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.
5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.
6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.
7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone Subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.
8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System (CVR), and CONTRACTOR has represented to CITY which primary commodity codes each Subcontractor will be performing under for this contract. CITY recommends all Subcontractors to be registered in the CVR.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract.

None. There are no Affirmative Procurement Initiatives being applied to this contract.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR 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 the company retaliate against any person for reporting instances of such discrimination. The company 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. The company 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 the company 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. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;
2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;
4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and
5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;
2. Withholding of funds;
3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
4. Refusal to accept a response or proposal; and
5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).



**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

---

**Authority.** San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

**Tracking.** This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

**Certification.** The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

**Definitions.**

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

**INSTRUCTIONS**

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE **SECTION 1** OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE **SECTIONS 1 AND 2** OF THIS FORM.

We are not a veteran-owned small business.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: #6100009950 N/A

Name of Respondent:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is <b>SUBCONTRACTOR</b> certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified <b>SUBCONTRACTOR</b> as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount		

**City of San Antonio**  
**Veteran-Owned Small Business Program Tracking Form**

---

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

BIDDER/RESPONDENT'S FULL NAME:

**BSN SPORTS**

**JOHN STAFFORD**

**PO BOX 7726**

**Bid Specialist**

~~DALLAS, TX 75209-0726~~ **stafford@bsnsports.com**  
(Print Name) Authorized Representative of Bidder/Respondent

  
(Signature) Authorized Representative of Bidder/Respondent

**JOHN STAFFORD**

**Bid Specialist**

**stafford@bsnsports.com**

Title

3/2/18  
Date

**This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.**

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

---

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a City Business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference to a business meeting the definition of *City Business* in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of \$50,000 to under \$100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of *City Business* stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

**City Business** is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
  - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
  - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a *City Business*.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a *City Business* have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

**City of San Antonio**  
**Finance Department - Purchasing Division**  
**Local Preference Program Identification Form**

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

**PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE.** Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: N/A %

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: 6100009950

**PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:**

Name of Business:	BSN Sports	
Physical Address:	1901 Diplomat Drive	
City, State, Zip Code:	Farmers Branch TX 75234	
Phone Number:	1-800-527 7510	
Email Address:	BSNBID@BSNSPORTS.COM	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	<u>2263</u>	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	<input checked="" type="radio"/> No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	<input checked="" type="radio"/> No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

*We do not have a local San Antonio office.*

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

*N/A*

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No



