

ORDINANCE 2019-06-20-0535

APPROVING THE FOLLOWING CONTRACTS ESTABLISHING UNIT PRICES FOR GOODS AND SERVICES FOR AN ESTIMATED ANNUAL COST OF \$252,720.00: (A) OXFORD IMMUNOTEC USA, INC. FOR TB TEST KITS AND SUPPLIES; (B) KOFILTE TECHNOLOGIES, INC. FOR THE PRESERVATION INITIATIVE AND MUNICIPAL ARCHIVES CARRYFORWARD; AND (C) ROCHE DIAGNOSTICS CORPORATION FOR PREVENTIVE MAINTENANCE, SERVICE AND SUPPORT FOR MAGNA PURE LAB INSTRUMENTS.

* * * * *

WHEREAS, the City is able to obtain significant savings by purchasing various materials and services on an annual contract basis; and

WHEREAS, this ordinance approves the following contracts: (A) Oxford Immunotec USA, Inc. for TB test kits and supplies; (B) Kofile Technologies, Inc. for the Preservation Initiative and Municipal Archives Carryforward; and (C) Roche Diagnostics Corporation for preventive maintenance, service and support for MagNa Pure lab instruments; and

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

WHEREAS, this ordinance approves one sole source contract, a cooperative purchase, and an amendment to a sole source contract; and

WHEREAS, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE:**

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

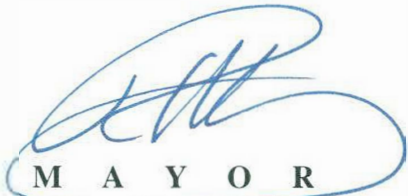
SECTION 1. The following contracts to furnish the City with goods and services on an annual basis as shown on the attached bid tabulation sheets are hereby approved, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements: (A) Oxford Immunotec USA, Inc. for TB test kits and supplies; (B) Kofile Technologies, Inc. for the Preservation Initiative and Municipal Archives Carryforward; and (C) Roche Diagnostics Corporation for preventive maintenance, service and support for MagNa Pure lab instruments. The bid tabulation sheets and amendment are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Funds will be encumbered upon issuance of purchase orders, and payment is authorized to the vendors identified herein. All expenditures will be in accordance with the Fiscal Year 2019 budget, and such other appropriations necessary to fund the contracts through their terms as evidenced by subsequent ordinances.

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

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

PASSED and APPROVED this 20th day of June, 2019.



M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	9 (in consent vote: 4, 5, 6, 7, 8, 9, 10A, 10B, 11A, 11B, 12, 13, 14, 16, 17, 18, 19A, 19B, 20, 21, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 38A, 38B, 39A, 39B, 39C, 39D, 41, Z-2)
Date:	06/20/2019
Time:	10:19:52 AM
Vote Type:	Motion to Approve
Description:	Ordinance approving the following contracts establishing unit prices for goods and services for an estimated annual cost of \$252,720.00: (A) Oxford Immunotec USA, Inc. for TB test kits and supplies; (B) Kofile Technologies, Inc. for the Preservation Initiative and Municipal Archives Carryforward; and (C) Roche Diagnostics Corporation for preventive maintenance, service and support for MagNa Pure lab instruments . [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
Jada Andrews-Sullivan	District 2		x				
Rebecca Viagran	District 3		x				x
Dr. Adriana Rocha Garcia	District 4		x				
Shirley Gonzales	District 5		x				
Melissa Cabello Havrda	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x			x	
Clayton H. Perry	District 10		x				

LC
06/20/19
Item No. 9

Exhibit I

Opened: March 22, 2019			
For: A/C for TB Test Kits and Supplies for SAMHD			
6100011249		JAR	Sole Source
			Oxford Immunotec USA Inc.
			700 Nickerson Road, Suite 200
			Marlborough, MA 01752
			508-731-2200
Item	Description	Est. Qty	
1	Catalog # TB 300 T-Spot TB 8 (24 tests per kit)	265	
	Product #TB 300		
	Price Per Box		\$528.00
	Total		\$139,920.00
2	Catalog #TTK 610US, T-Cell Xtend (40 tests per kit)	50	
	Product #TT 610US		
	Price Each		\$160.00
	Total		\$8,000.00
3	Catalog # AV 200/50, AIM V media, 50 ml bottle	100	
	Product #AV 200/50		
	Price Per Box		\$18.50
	Total		\$1,850.00
	Payment Terms		Net 30
	Estimated Annual Total		\$149,770.00
	Estimated Annual Award		\$149,770.00

City of San Antonio Bid Tabulation

Exhibit I

Opened: March 6, 2019 For: Annual Contract for Preservation Initiative and Municipal Archives Carryforward 6100011257			TXMAS Kofile Technologies, Inc. 6300 Cedar Springs Road Dallas, TX 75235 214-442-6668	
		RG		
Item	Description	Estimated Quantities		
1	Special Plat/Map Conservation Services			
	Part Number			PLAT704
	Price per Hour	3502.589		\$155.00
	Total Price:			\$542,901.30
2	Large Format Archival Imaging			
	Part Number			IMGP709
	Price per Hour	884		\$61.35
	Total Price:			\$54,233.40
3	Special Plat/Map Conservation Services			
	Part Number			MMC702
	Price Each	884		\$0.65
	Total Price:			\$574.60
4	Special Plat/Map Conservation Services			
	Part Number			PLAT708
	Price per Hour	2		\$5,115.00
	Total Price:			\$10,230.00
	Other Services			
	Full Service Scanning Service per image	884		
	Price			\$20.50
	Total Price			\$18,122.00
	Payment Terms			Net 30
	Estimated Total:			\$626,061.30
	Estimated Total Award:			\$626,061.30

**FOURTH AMENDMENT TO
RFO 6100000466
ANNUAL CONTRACT FOR MAGNA SERVICE AGREEMENT**

STATE OF TEXAS

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COUNTY OF BEXAR

This fourth amendment to RFO 6100000466 - Annual Contract For Magna Service Agreement is entered into by and between the City of San Antonio ("City"), a home rule municipal corporation, and Roche Diagnostics Corporation ("Roche"), referred to collectively herein as the "Parties", pursuant to Ordinance No. 2019 - ____ - ____ - ____.

WHEREAS, in 2011, City and Roche entered into an agreement entitled "RFO 6100000466 - Annual Contract For Magna Service Agreement" (hereafter "Original Contract"), under which the Parties set forth their agreement for Roche to provide unlimited onsite emergency service, technical support and preventive maintenance for City's MagNa Pure instruments for the San Antonio Metropolitan Health District Laboratory; and

WHEREAS, as amended, and pursuant to ordinance 2016-04-28-0296, the contract expires on April 30, 2019; and

WHEREAS, the Parties now wish to extend the contract through April 30, 2022, with the option for the City to renew for two, additional one-year periods; and

NOW, IN ACCORDANCE THEREWITH, the Parties agree as follows:

I. AMENDMENTS

- 1.01** Contract Term. The Original Contract, as previously amended, is hereby extended for a period beginning May 1, 2019 and ending April 30, 2022.

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

- 1.02** Section 003, Instructions for Offerors, is hereby amended to delete the section titled "Conflict of Interest" in its entirety and to add the following two sections:

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 c/o Municipal Records Facility, 719 S. Santa Rosa, San Antonio, TX 78204.

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

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

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print and sign your completed Form 1295. Submit your signed Form 1295 with this Amendment. 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 in the title of this Amendment (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.

1.03 Section 005, Supplemental Terms & Conditions, is hereby amended to add the following:

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

Suspension and Debarment Contract Clause. This contract is a covered transaction for purposes of 2 CFR Part 200. As such, the contractor is required to verify that neither the contractor, nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively.

By signing this Amendment, Contractor certifies that:

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

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. Contractor agrees to comply with the requirements of 2 CFR Part 200 throughout the term of the contract and

any renewals. Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

- 1.04 Section 006, General Terms & Conditions, Termination, is hereby amended to add the following at the end of the section:

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

- 1.05 Section 006, General Terms & Conditions, is hereby amended to add the following new sections:

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

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

Prohibition on Contracts with Companies Boycotting Israel. Texas Government Code §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 executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

- 1.06 Section 009, Attachments, Price Schedule, is hereby amended to delete the table in its entirety and add the following:

Estimated Quantity	Description	Annual Price
1 Each	MagNA Pure Compact (Serial #MPCB0945)	\$ 2,960.00
1 Each	MagNA Pure LC 2.0 (Serial #LC2C00000314)	\$ 6,760.00
	Total	\$ 9,720.00

City reserves the right to add or remove items from the list due to instrument changes or replacements. For such deletions, Vendor shall prorate and refund to City the unused and remaining Annual Price paid.

II. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the Original Contract, as previously amended, not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said Original Contract, as amended, and any renewals thereof.

III. ENTIRE AGREEMENT

This agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

EXECUTED and **AGREED** to as of the dates indicated below.

City of San Antonio

Roche Diagnostics Corporation

(Signature)

(Signature)

Printed Name: _____

Printed Name: **Shaton Edwards**

Title: _____

Title: **Manager, Contracting**

Date: _____

Date: **5/9/19**

Roche Diagnostics has signed this Agreement first on **5/9/19** and this Agreement shall be effective upon Roche Diagnostic's receipt of executed documents and acknowledgement by an Authorized Roche Diagnostics Representative in Indianapolis, Indiana.

Customer Changes to this Agreement after Roche Diagnostics Corporation signature are void.

Approved as to Form:

Assistant City Attorney