



# Bound Tree

CITY OF SAN ANTONIO  
SAFD-ANNUAL CONTRACT FOR PHARMACEUTICALS

RFO NO 6100011706

DUE: DECEMBER 11, 2019 @ 2:00 PM CT



# Bound Tree

Your Partner In EMS

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

614.760.5000

[www.boundtree.com](http://www.boundtree.com)

December 11, 2019

City of San Antonio  
Office of the City Clerk  
c/o Municipal Records Facility  
719 S. Santa Rosa  
San Antonio, Texas 78204

Dear Stephanie Criollo:

To meet the SBEDA 5% goal laid out in the SAFD-Annual Contract for Pharmaceuticals, Bound Tree Medical is pleased to submit our bid in partnership with B&E Medical Supply and Equipment, LLC. B&E Medical Supply and Equipment is a Minority owned business based out of San Antonio, and a strong partner to Bound Tree as well as San Antonio.

Bound Tree Medical has committed to supplying 5% of the awarded contract value through B&E Medical Supply and Equipment and commits to ensuring the inventory requirements as required by San Antonio. On the following pages, we have provided an ordering process flow chart for how we will work with B&E Medical to satisfy the 5% goal.

On behalf of both Companies, we want to emphasize our continued commitment to you to provide the most complete offering of products and services.

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, The Bound Tree Medical & B&E Medical Supply contact information is below.

**David Longoria**  
Account Manager  
210.380.2077  
[David.Longoria@boundtree.com](mailto:David.Longoria@boundtree.com)

**Chad Truini**  
Senior Pricing Analyst, Bids & Contracts  
800.533.0523 x 5235  
[Chad.Truini@boundtree.com](mailto:Chad.Truini@boundtree.com)

**B&E Medical Supply and Equipment, LLC**  
**Belinda Hernandez**  
1933 Fredericksburg Road  
San Antonio, Texas 78201  
210.380.2077

**B&E Medical Supply and Equipment, LLC**  
**Ernest Hernandez**  
1933 Fredericksburg Road  
San Antonio, Texas 78201  
210.380.2077

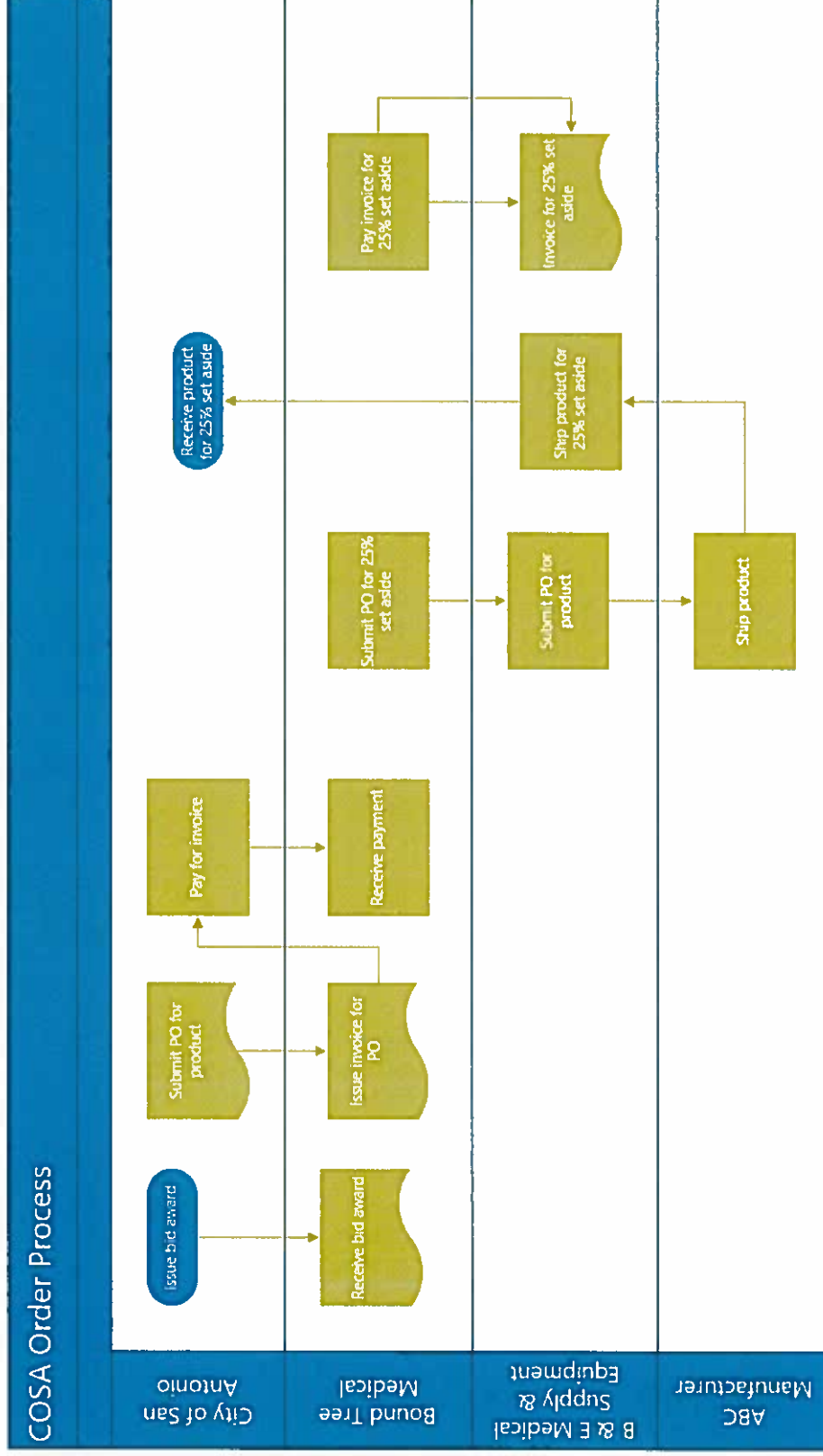


**YOUR PARTNER IN EMS**

# City of San Antonio Order Process

11/19/2019

# COSA Order Process



## **PROPOSAL ADDITIONS**

Bound Tree Medical is pleased to offer the attached proposal for the “SAFD-Annual Contract for Pharmaceuticals” RFO No. 6100011706 for the City of San Antonio. To assist the City in securing additional cost savings, Bound Tree Medical would be willing to offer additional services for the four year term of the contract which is set to begin on or about January 1, 2020 in addition to the two additional one year renewal periods.

Controlling product cost is a very important piece of our proposed solution, but we also recognize that time is money. Our proposed solution for the City of San Antonio is multi-faceted. This includes, but is not limited to the following:

- Bound Tree Medical has industry-leading, pricing and contract teams to ensure the City of San Antonio is receiving products at highly competitive prices. This, combined with our buying power helps to keep your cost of goods low.
- Exceptional manufacturing partner relationships that allow us to receive all-customer, and customer-specific rebated pricing which will further reduce product costs to the City of San Antonio.
- High quality, private label products, at lower costs through our extensive, and ever-expanding Curaplex line.
- Best-in-class customer service, from the ground up.
- Five strategically positioned distribution centers nationally, with one positioned locally, providing next day delivery, and same day if needed.
- Bound Tree is willing to offer the City of San Antonio valuable inventory and asset management solutions to increase operational efficiency and accuracy, reduce liability and positively impact your bottom line. We have partnered with industry-leading technology companies to offer you solutions that will enable you to streamline your ordering process and better manage your inventory. These are outlined below.

### **Operative IQ Asset Management**

Operative IQ inventory management solution is designed specifically for the EMS industry. Inventory management eliminates user error while adding accountability. By replacing manual paper processes, Operative IQ's inventory management tool provides tracking of medical supply expiration dates and lot numbers, station inventory and vehicle inventory.

With Operative IQ, asset management, controlled substance tracking and fleet maintenance are all controlled and connected through one system. Asset management empowers you to know the location and history of your asset maintenance, store documents online, generate reports and quickly check assets out and verify their location. Controlled substance tracking enables you to replace your current paper logs with a more secure system. It provides the needed capability to track your narcotic boxes, expiration dates, lot numbers, and easily create reports on the possession and movement of controlled substances. Fleet maintenance connects your frontline crew with your fleet manager by tracking and scheduling vehicle repairs and routine maintenance based on crew member inspections. Crew members can report mileage, fuel costs, damages and vehicle service requests. Inspections completed using the Operative IQ check sheet make it easy to generate reports that keep vehicles in service while understanding their cost per mile.

Operative IQ is directly integrated with Bound Tree Medical's Order Management System which allows for easy and accurate ordering. Operative IQ will build your order form/PO as items are moved from the upstairs storage area to the binning/kitting room. When the order form/PO is authorized and sent through Operative IQ directly to Bound Tree, it is received by our distribution center in Arlington for

fulfillment. If the order is received by 2pm on any given day, you will receive the order the next business day.

**UCaplt Controlled Access Medical Supply Dispensing**

Maintaining and ordering pharmaceutical items can be a major supply room and regulatory concern. Bound Tree Medical offers the UCaplt Controlled Access Medical Supply Dispensing solution to successfully mitigate the challenge. This system helps monitor and track accountability for access to controlled substances, narcotics, pharmaceuticals, and durable assets and helps ensure that items with expiration dates are used in a timely manner. Usage reports, restock lists and other inventory reports can be generated for integration into billing/tracking software. Annual savings using the UCaplt dispenser have been realized up to 30% related to shrink, expiration management and overhead. The UCaplt software integrates seamlessly with Operative IQ.

Both Operative IQ and UCaplt dispensing solutions are rapidly becoming/have become industry standards in controlling inventory and managing assets. Bound Tree Medical has many customers nationally that use these products, both singularly and in tandem. Bound Tree Medical is the sole source for UCaplt dispensing solutions.

**Controlled Substance Ordering System**

The Controlled Substances Ordering System (CSOS) was developed by the DEA for the electronic transmission of Class II controlled substances orders. Bound Tree offers this solution and it is the only allowance for electronic ordering of Class II controlled substances. CSOS allows for a significant reduction in the number of ordering errors, faster transaction times and lower costs due to order accuracy and decreased paperwork.





## **ADDENDUM I**

**SUBJECT:** Requests for Offer - Annual Contract for Medical Supplies & Equipment (RFO 6100011705; Annual Contract for Pharmaceuticals (RFO 6100011706); Annual Contract for City-Wide Medical Supplies (RFO 6100011912)  
Scheduled to Open: November 27, 2019; Date of Issue: October 17, 2019

**FROM:** Norbert Dziuk  
Procurement Operations Lead

**DATE:** November 20, 2019

**THIS NOTICE SHALL SERVE AS ADDENDUM I – TO THE ABOVE REFERENCED REQUESTS FOR OFFER**

**THE ABOVE REQUESTS FOR OFFER IS HEREBY AMENDED AS FOLLOWS:**

1. **CHANGE:** RFO, COVER PAGE, CLOSING DATE IS HEREIN CHANGED FROM NOVEMBER 27, 2019 TO **DECEMBER 6, 2019.**

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, PRE-SUBMITTAL CONFERENCE:**

On October 30, 2019, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the above referenced annual contracts. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

**6100011705 ANNUAL CONTRACT FOR MEDICAL SUPPLIES & EQUIPMENT**

**Question 1:** How does the City envision the subcontracting piece to work for this contract?

**Response:** Refer to question #3 in the "Vendor Outreach Event: Medical Supplies FAQs, dated July 18, 2019, posted on the City's Purchasing Website <https://www.sanantonio.gov/purchasing/biddingcontract/opportunities>.

**6100011706 ANNUAL CONTRACT FOR PHARMACEUTICALS**

**Question 1:** Are price increases allowed to be submitted for this contract?

**Response:** Please refer to Section 004-SPECIFICATIONS/SCOPE OF SERVICES, 4.8 REVISION OF UNIT PRICES.

- Question 2:** Most manufacturers of pharmaceuticals do not provide price increase documentation to their distributors. Will the price increase be approved without it?
- Response:** Unit prices may only be superseded only if such price increases are the result of a manufacturer price revision and approved by the City. The successful Offeror must provide manufacturer documentation of a price revision or other documentation that supports the price revision was attributable to the manufacturer. Supporting documentation must satisfactorily justify the requested change prior to approval by the City.
- Question 3:** This solicitation only lists 11 items, how will the other commonly purchased pharmaceuticals be purchased?
- Response:** The Fire Department currently has a contract with Bound Tree medical LLC for specific pharmaceuticals not covered under the current solicitation, 6100011706. Should a pharmaceutical be required that is not provided for under an existing contract, the Fire Department may purchase from the resultant contract for Citywide Medical Supplies, 6100011912.
- Question 4:** What is the contract # of the current Medical Supply contract and when does it expire?
- Response:** The San Antonio Fire Department currently has an existing medical supply contract in place. Contract #6100004347 Annual Contract for Medical Supplies will expire on 12/31/2019.
- Question 5:** Can any of the items listed on this solicitation be substituted?
- Response:** Please refer to Sections 004-SPECIFICATIONS/SCOPE OF SERVICES, 4.9 SPECIFICATIONS and Attachment B, Price Schedule.
- Question 6:** Will this solicitation be awarded by Category?
- Response:** This solicitation has only one category. The City of San Antonio will make award to one vendor.

#### **6100011912 ANNUAL CONTRACT FOR CITY-WIDE MEDICAL SUPPLIES**

- Question 1:** Do the prices need to be indicated on the worksheet or just the Price Schedule for this solicitation?
- Response:** Catalog information and the fixed catalog discount shall be provided in Attachment B, Price Schedule, Section 1 – Catalog Discount for Medical Supplies. Pricing for Specified Items shall be provided in Attachment B, Price Schedule, Section 2 – Specified Items Pricing Worksheet.
- Question 2:** Will this solicitation be awarded to one vendor only?
- Response:** Yes. See Section 4.9, EVALUATION, which states "Award will be made to the offeror submitting the overall lowest pricing for items contained in Section 2 – Specified items".



- Question 3:** Are various discounts allowed on the Specified Items?
- Response:** No. Please refer to Section 009-ATTACHMENTS, ATTACHMENT B, "Bidder must submit **one single fixed** percentage discount per category. **Discount ranges submitted (e.g., 20% to 40%) are not acceptable.**
- Question 4:** Does a bid response need to be made for all items listed in Section 2-SPECIFIED ITEMS PRICING WORKSHEET?
- Response:** No. However, the range of items and the number of items in which pricing is offered for the Specified Items will be used to determine responsiveness. See Request for Offer Section 4.9, Evaluation.
- Question 5:** Can deeper discounts be offered for the Specified Items, which may differ from the Catalog Discount?
- Response:** Not at the time of bid submission when completing Attachment B, Price Schedule 2. See Section 009 – ATTACHMENTS, ATTACHMENT B, PRICE SCHEDULE, Section 2, Specified Items Pricing Worksheet, Header Text, Column L, which states "The proposed discount percentage must reflect the fixed percentage in Section 1 of the Price Schedule.
- However after contract award, the vendor may offer a greater discount on items at their discretion. See Section 4.10, REVISION OF UNIT PRICES, which states "Vendor's percentage discount off catalog price stated on the Price Schedule shall be deemed a minimum discount. Vendor may provide a greater discount at any time during the contract period for reasons deemed appropriate by Vendor, such as volume for large orders.

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, INSTRUCTIONS FOR OFFERORS, RESTRICTIONS ON COMMUNICATION:**

- Question 1:** If there are terms and conditions Vendor may not be able to agree to will the City consider exceptions to terms and conditions submitted with Vendor's proposal? Specifically, if there are insurance requirements that Vendor may not be able to agree to will the City consider exceptions to insurance terms and conditions?
- Response:** See Section 003-INSTRUCTION FOR OFFERORS, Rejection of Offers: City may reject an offer if the offer does not strictly conform to the law or the requirements of the offer.
- Question 2:** Can exceptions be submitted with the Bid by the due date of 11-27-19?
- Response:** See response to item #1 above.
- Question 3:** Will any price adjustments be considered during the initial term of the contract?
- Response:** Prices must remain fixed for the first twelve months of the initial contract period. The initial contract period will terminate on December 31, 2023.

- Question 4:** Will any price adjustments be considered for the renewal terms?
- Response:** Yes. Please refer to Section 004-SPECIFICATIONS/SCOPE OF SERVICES that addresses revision of unit prices:
- Medical Supplies & Equipment (#6100011705), Section 4.8**
- Pharmaceuticals (#6100011706), Section 4.8**
- City-wide Medical Supplies (#6100011912), Section 4.10**
- Question 5:** **RFX 6100011912 (Annual Contract For City-Wide Medical Supplies--Do** these prices have to be good for 4 years straight before you guys send us a renewal after that?
- Response:** No. See response to Item #4 above.
- Question 6:** **RFX 6100011705 (SAFD-Medical Supplies and Equipment)--Do** these prices have to be good for 4 years straight before you guys send us a renewal after that?
- Response:** No. See response to Item #4 above.
- Question 7:** **RFX 6100011705 (SAFD-Medical Supplies and Equipment)--** Attached to this bid are 2 separate lists of items. One with a shorter list of items with the categories and the other with a longer list of items with the categories. Are we bidding on the longer list of items?
- Response:** Yes. Offerors must complete Attachment B, Price Schedule. Offerors may bid one, more than one or all categories contained in the Price Schedule. Offerors are required to submit pricing for all items in each category for which the Offeror wishes to be considered for award. See Section 4.9, Specifications. The shorter list attachment you are referring to is Attachment F-Vendor Required Inventory. Please refer to Section 004-SPECIFICATIONS/SCOPE OF SERVICE, 4.7 QUANTITIES.
- Question 8:** Is there a way to look at past historical bids on these contracts?
- Response:** Please refer to the following link to submit an official Open Records Request through the City of San Antonio: <https://www.sanantonio.gov/opengovernment>.
- Question 9:** Bid 11706 Pharmaceuticals- Pharmaceutical pricing can change without notice, and vendors do not provide documentation of a price increase. Will the City accept a price increase without documentation of any kind?
- Response:** Unit prices may only be superseded only if such price increases are the result of a manufacturer price revision and approved by the City. The successful Offeror must provide manufacturer documentation of a price revision or other documentation that supports the price revision was attributable to the manufacturer. Supporting documentation must satisfactorily justify the requested change prior to approval by the City.

**Question 10:** Bid11912 Bid is asking for List pricing from Catalog, is this the Distributor Catalog/Website? All of the Distributors make this number up, it is different from each vendor bidding, therefore the % discount is also made up. A vendor could have their list price at 100% more than cost give a 50% discount look like they are providing the best discount and the City could be paying 25% more for the item than if they had just asked for a firm price. Since you already have the market basket, why not just ask for a firm price for those items and anything not listed could be at a % off? At least the 163 items that seem to be the core items the departments are using would be set for the year and the off item someone would need could be at the % off? Also, for evaluation purposes using a fixed price is fair evaluation of the items to determine the actual low bidder.

**Response:** See Attachment B, Price Schedule, Section 2, Specified Items Pricing Worksheet. The Contract Price (Column M) is calculated taking the List Price from Offeror's Catalog (Column K) less the Proposed Percentage Discount (Column L). Contract award will be made to the Offeror submitting the overall lowest pricing for items contained in Section 2 – Specified Items Pricing Worksheet.

**Question 11:** Bid 11705, states 25% will go thru the Small Business. As this bid is going to be awarded to multiple vendors, it is unrealistic to expect bidders to agree to 25% without knowing what specific amount is being awarded to them and in turn what 25% they will be working with the Small Business on. We would be agreeing on an unknown amount. Also, the margins we bid are so low that 25% could actually put us in the negative. Will the City send a PO for the designated items directly to the Small Business who in turn will deliver and invoice the City separate from the Distributor? This needs to be clearly outlined. Is the Small Business expected to hold inventory for the City? The reporting that is required, is this explained or is there a report that we would fill out, or do we create our own?

**Response:** Solicitation 6100011705 contains six categories of medical supplies with contract award to be made by category. Offerors may develop a subcontracting plan by category. Awarded vendor(s) shall meet with the City individually to develop an outline of how the vendor intends to satisfy the specified subcontracting goal(s) based on contract award. The City executes the contract with the Prime contractor who is deemed the responsible party and remains fully accountable to the City. All purchase orders and payments are issued to the Prime contractor under the contract requirements. S/M/WBE firms may deliver items, warehouse inventory and/or perform any other commercially useful function as outlined by the Prime upon award. In no event does the subcontractor's actions relieve the Prime from any of its obligations, duties, responsibilities, or liability under the contract. Throughout the entire term of the contract, the Prime is responsible for reporting subcontractor payments via the City's online system - the City Contract Management System (CCMS). Training on CCMS is provided by the City's Small Business Office upon request.

**6100011705 ANNUAL CONTRACT FOR MEDICAL SUPPLIES & EQUIPMENT & 6100011706  
ANNUAL CONTRACT FOR PHARMACEUTICALS**

- Question #1:** Would the items in attachment G be considered safety stock to ensure we always have quantity on hand (today we have 20, COSA orders 10 tomorrow, we replace 10 to keep the par level) or will this only be used in emergency situations?
- Response:** "Attachment G" is Attachment F, Vendor Required Inventory. Yes, this is considered safety stock. As long as the par level is maintained, the requirement is satisfied.
- Question #2:** If the level of inventory being requested to be held is not ordered in its entirety, would the COSA be willing to review and purchase excess inventory at an annual review and re-access the inventory levels? We ask because these are not commonly purchased within our network. We would like to understand the expectations of maintaining and holding the requested inventory.
- Response:** Yes, COSA will review the inventory levels and trends with the vendor on a periodic basis.
- Question #3:** If the COSA does not purchase the adequate amount of products sold through the SBEDA partner for us to meet our percentage goal would the vendor be alleviated of any responsibility for not meeting the required percentages?
- Our concern is if the SBEDA Partner is invoiced directly and the items earmarked for the SBEDA vendor are not ordered at the levels indicated on the bid, that penalties might be imposed and that would be out of our control.
  - Additionally, will the City require monthly/quarterly tracking by both the Primary and SBEDA partners to ensure everything matches.
  - How will the Primary vendor be notified of invoices to the SBEDA partner?
  - How will the items be setup in the system for ordering in the case the SBEDA does not have the level on inventory on hand, and once goals are met?
- Response:** Awarded vendor(s) shall meet the subcontracting goal(s) as specified within the contract requirements. Throughout the entire term of the contract the Prime is responsible for reporting subcontractor payments via the City's online system - the City Contract Management System (CCMS). An annual review will be conducted by the City to determine compliance of the specified subcontracting goal(s). Primes found not having reached the specified subcontracting goal(s) shall submit an explanation for the shortfall including supporting documentation to the City for review (refer to Exhibit 1 – SBEDA Ordinance Compliance Provisions section D.9). The City executes the contract with the Prime who is the responsible party and is fully accountable to the City. All invoicing, purchase orders and payments shall come from the Prime under contract requirements. In no event does the subcontractor's actions relieve the Prime from any of its obligations, duties, responsibilities, or liability under the contract. The subcontracting goal(s) as specified within the contract are applicable to the entire term of the contract, including any renewals.

**Question #4:** It was mentioned in the Pre-Bid that a SBEDA vendor can bid direct. Does that mean that if a SBEDA is awarded directly it forgives the other vendors of the % goal?

**Response:** In the case of multiple awardees, each awarded vendor will be subject to the subcontracting goal(s) specified within the contract. Self-performance by prime respondents is allowed for both 6100011705 ANNUAL CONTRACT FOR MEDICAL SUPPLIES & EQUIPMENT & 6100011706 ANNUAL CONTRACT FOR PHARMACEUTICALS and therefore awarded SBEDA eligible M/WBE firms will count toward the corresponding subcontracting goal(s).

**Question #5:** The award type is indicated as "all or none by group"; however, due to some vendor relationships, we cannot sell certain items through a SBEDA partner. Due to this would the City be willing to entertain an "all or none" award for the entire bid to ensure fairness to the SBEDA partner and the Primary vendor?

- If not will the goal be reduced or eliminated if the COSA's award impacts our ability to meet the goal?
- Would the City be willing to review compliance at a regular interval and review against spending/usage to ensure goals can be met for all parties involved?


**Response:** Awarded vendor(s) shall meet with the City individually to develop an outline of how the vendor intends to satisfy the specified subcontracting goal(s) based on contract award. As per Exhibit 1 – SBEDA Ordinance Compliance Provisions section D.9 compliance of the subcontracting goal(s) will be evaluated on an annual basis.

**Question #6:** Since there are 2 bids with SEBDA participation, will the questions asked on one bid apply to all bids issues concurrently by COSA?

**Response:** Not necessarily.

**Question #7:** Does the SBEDA need to take possession of the product(s) before they are distributed to COSA or can the distributor dropship the product(s) directly to COSA on behalf of the SBEDA?

**Response:** If there are no inventory requirements then drop shipping is acceptable as long as contract delivery dates are met.

  
\_\_\_\_\_  
Norbert Dziuk  
Procurement Operations Lead  
Finance Department – Purchasing Division



## **ADDENDUM II**

**SUBJECT:** Requests for Offer - Annual Contract for Medical Supplies & Equipment (RFO 6100011705); Annual Contract for Pharmaceuticals (RFO 6100011706); Annual Contract for City-Wide Medical Supplies (RFO 6100011912)  
Scheduled to Open: December 6, 2019; Date of Issue: October 17, 2019

**FROM:** Norbert Dziuk  
Procurement Operations Lead

**DATE:** November 21, 2019

**THIS NOTICE SHALL SERVE AS ADDENDUM II – TO THE ABOVE REFERENCED REQUESTS FOR OFFER**

### **THE ABOVE REQUESTS FOR OFFER ARE HEREBY AMENDED AS FOLLOWS:**

1. **CHANGED TO READ:** RFO, SECTION 003-INSTRUCTIONS FOR OFFERORS, **RESTRICTIONS ON COMMUNICATION**, the fourth paragraph is revised to read:

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact. Person listed on the Cover Page on or before **November 25, 2019**. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, INSTRUCTIONS FOR OFFERORS, RESTRICTIONS ON COMMUNICATION:**

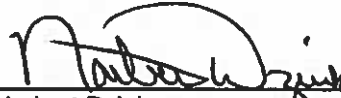
### **6100011706 ANNUAL CONTRACT FOR PHARMACEUTICALS**

**Question 1:** Can the information in regards to substitutions be provided in advance for department approval?

**Response:** Fire will review proposed product substitutions on subject solicitation if received prior to the revised deadline for questions above. If a substitution is not allowed for a line item contained in the solicitation, the Fire Department will not entertain a substitution to the specified product.



Alternate offers may also be submitted in accordance with Section 003 – Instructions for Offerors, "Alternate Offers".

A handwritten signature in black ink, appearing to read "Norbert Dziuk", is written over a horizontal line.

Norbert Dziuk  
Procurement Operations Lead  
Finance Department – Purchasing Division



### **ADDENDUM III**

**SUBJECT:** Requests for Offer - Annual Contract for Medical Supplies & Equipment (RFO 6100011705); Annual Contract for Pharmaceuticals (RFO 6100011706); Annual Contract for City-Wide Medical Supplies (RFO 6100011912)  
Scheduled to Open: December 6, 2019; Date of Issue: October 17, 2019

**FROM:** Norbert Dziuk  
Procurement Operations Lead

**DATE:** November 26, 2019

**THIS NOTICE SHALL SERVE AS ADDENDUM III – TO THE ABOVE REFERENCED REQUEST FOR OFFERS**

**THE ABOVE REQUEST FOR OFFERS ARE HEREBY AMENDED AS FOLLOWS:**

1. **CHANGE:** RFO, COVER PAGE, CLOSING DATE IS HEREIN CHANGED FROM DECEMBER 6, 2019 TO **DECEMBER 11, 2019.**

**QUESTIONS SUBMITTED IN ACCORDANCE WITH SECTION 003, INSTRUCTIONS FOR OFFERORS,**  
**RESTRICTIONS ON COMMUNICATION:**

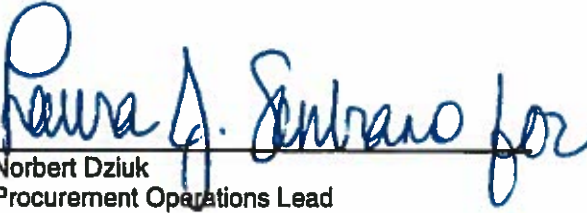
**Question 1:** We are requesting an opening date further out than 12/6, due to the addendum just coming out and review our legal has to do and the holiday, we will not be able to put this package together by the 12/6 opening date. Is it possible to move this out?

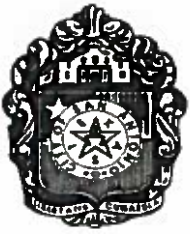
**Response:** The due date has been extended to **DECEMBER 11, 2019** referenced as part of this addendum.

**6100011912 ANNUAL CONTRACT FOR CITY-WIDE MEDICAL SUPPLIES**

**Question 2:** I just want to confirm with you that the bid 11912 does not require a small business like the other two?

**Response:** Correct, there is no API (Affirmative Procurement Initiative) applied to this solicitation. Refer to Vendor Outreach Event: Medical Supplies FAQs, July 18, 2019, item #7 posted on the City's Purchasing Website <https://www.sanantonio.gov/purchasing/biddingcontract/opportunities>.

  
Norbert Dziuk  
Procurement Operations Lead  
Finance Department – Purchasing Division



**CITY OF SAN ANTONIO**  
**PURCHASING AND GENERAL SERVICES DEPARTMENT**

REQUEST FOR OFFER ("RFO") NO.: 6100011706

**SAFD-ANNUAL CONTRACT FOR PHARMACEUTICALS**

Date Issued: OCTOBER 17, 2019

**RESPONSES MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM CENTRAL TIME **DECEMBER 11**, 2019**

Responses 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:

Office of the City Clerk  
c/o Municipal Records Facility  
719 S. Santa Rosa Ave.  
San Antonio, Texas 78204

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"SAFD-ANNUAL CONTRACT FOR PHARMACEUTICALS"

Offer Due Date: 2:00 P.M. Central Time, **DECEMBER 11**, 2019

RFO No.: 6100011706

Offeror's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO

DBE / ACDBE Requirements: NO

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

Pre-Submittal Conference \* YES

\* If YES, the Pre-Submittal conference will be held on October 30, 2019 at 10:30 a.m. LOCAL TIME at Riverview Towers, 111 Soledad, 11<sup>th</sup> Floor, San Antonio, Texas 78205. Respondents may call the toll free number listed below and enter access code to participate the day of the conference:

877-226-9790

Access code: 4049567#

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

Email: STEPHANIE.CRIOLLO@SANANTONIO.GOV

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### 003 - INSTRUCTIONS FOR OFFERORS

#### Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Interlocal Participation.

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

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

#### Restrictions on Communication.

Offerors are prohibited from contacting: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFO has been released until the contract is approved at a City Council "A" session. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before **November 25, 2019**. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

If this solicitation contains DBE/ACDBE requirements, respondents and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Barbara Trevino, who may be reached via telephone at (210) 207-3592 or through e-mail at [Barbara.Trevino@sanantonio.gov](mailto:Barbara.Trevino@sanantonio.gov). Respondents and/or their agents may contact Ms. Trevino at any time prior to the due date for submission of bids. Contacting her or her office regarding this RFO after the due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Offerors and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@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. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

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

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

### Changes to RFO.

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

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

### Preparation of Offers.

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

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

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

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

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

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

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror's expense. Samples will be returned upon written request. Requests for return of samples

must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

#### Estimated Quantities for Annual Contracts.

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

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

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

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

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

#### Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

#### Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

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

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

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

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

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

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

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together, 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 Ave., San Antonio, TX 78204-3114.

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 **BACKGROUND** The City of San Antonio (City) is soliciting offers for the purchase and delivery of pharmaceuticals.

4.1 **DELIVERIES**

**DELIVERY LOCATION** – All products shall be delivered to:  
San Antonio Fire Department - Services Division  
230 S. Callaghan Rd.  
San Antonio, Texas 78227

4.1.1 **DELIVERY REQUIREMENTS**

Vendor shall make inside delivery within five (5) business days after receipt of purchase order to the address specified. All prices will be quoted F.O.B. destination, inside delivery to City of San Antonio facility, freight prepaid. Expedited forty-eight (48) hour delivery services may be required in some instances; therefore, the Offeror must be able to provide such service.

Delivery, as used in this section, means the goods ordered and received by City. Receipt of goods that do not conform to specifications will not constitute delivery. Vendor understands and agrees that the City may, at its discretion, cancel any backorders due to the Vendor's inability to deliver the product within 5 business days. Cancellations shall be in writing and sent to Vendor by email, fax, or mail. **No restocking fee or payment of any kind shall be owed to Vendor for orders canceled due to Vendor's inability to meet the delivery deadline. Returns to Vendor of late orders received after the cancellation notice has been sent shall be at Vendor's expense.** The City shall have the right to purchase the products from another Vendor if contracted delivery times are not met.

Delivery must be made during normal working hours, Monday through Friday, 7:45 a.m. to 4:30 p.m.

4.1.2 **SHIPPING AND HANDLING**

Freight and delivery shall not be add-on costs, and a separate line item for fuel surcharges will not be accepted. No charges for handling, other than a hazardous surcharge, will be allowed, which includes, but is not limited to, packing, wrapping, bags, containers or reels, etc. Offers must not be conditioned on minimum deliveries. Any offers stipulating dollar or quantity minimums will be rejected from further evaluation.

4.2 **DEFECTIVE GOODS**

Vendor shall arrange and pay for return shipments on any goods that arrive in a defective or inoperable condition, or that are returned after cancellation notice has been sent due to late delivery.

4.3 **PRODUCT EXPIRATION**

Vendor shall provide pharmaceuticals with a minimum expiration date of twelve months after the delivery date. Any materials delivered with an expiration date of less than twelve months will be returned to Vendor for credit or replacement at Vendor's expense.

4.4 **AUDITS**

The City reserves the right to perform random audits to ensure that the Vendor's pricing provided to the City is consistent and fair with current market conditions and meet the terms of the contract. Vendor shall provide verifiable documentation and tracking if requested by the City.

4.5 **REPORTS**

Vendor will provide quarterly usage reports in electronic format or direct access for the City to download detailed reports of expenditures. Reports shall include a description of the product, quantity ordered, list price, discount from list, and net price sorted by product category, if applicable.

- 4.6 **DISCONTINUED ITEMS:** In the event that a manufacturer discontinues particular product(s), the City may allow the Vendor to provide a substitute for the discontinued product(s) or delete the product(s) altogether. If the Vendor requests permission to substitute a new product, the Vendor shall provide the following to the City:

- a. Documentation from the manufacturer that the product has been discontinued.
- b. Documentation that names the replacement product.
- c. Documentation that provides clear and convincing evidence that the replacement product meets or exceeds all specifications required under the original solicitation.

- d. Documentation that provides clear and convincing evidence that the replacement product will be compatible with all the functions or uses of the discontinued material.
- e. Documentation confirming that the price for the replacement is the same as or less than the discontinued product.

#### 4.7 **QUANTITIES**

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

#### 4.8 **REVISION OF UNIT PRICES**

The unit pricing stated on the Price Schedule must remain fixed for the first twelve months of the initial contract period. Thereafter, it is agreed that specified item unit prices may be superseded only if such price revisions are the result of a manufacturer price revision and approved by the City.

A request for change in pricing must be submitted by the Vendor in writing, along with the current price, revised price, dollar amount of increase and percentage increase of each item. This request must include documentation from the manufacturer showing the dollar price increase. Any price adjustments must be received within a minimum ninety (90) days' notice prior to effective date of the requested price change. Vendor shall receive written notice that either authorizes or rejects proposed price increase(s). If City rejects the proposed price increase, City shall delete the applicable line item from the contract and if no line items remain, the contract shall terminate as of the effective date of the requested price change. Invoices containing revised pricing prior to or without City approval will not be paid.

The Vendor will be required to resubmit a new invoice to the City with the original pricing. No price increase will be effective until after written approval has been received by the City.

If a Vendor's direct cost decreases at any time during the term of this contract, Vendor shall immediately pass the decrease onto the City.

#### 4.9 **SPECIFICATIONS**

**\*\*If packaging size is different than what is specified below, please notate as follows        /        \*\***  
**Qty. Uom**

#### **PHARMACEUTICALS**

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity
1	Albuterol Sulfate Solution for Inhalation, 0.083%, 3ml	Yes	Nephron	NDC: 0487-9501-25	BOX	25 per box	600
2	Airlife Prefilled Humidifier Systems, CAREFUSION 12/cs	No	Care Fusion	2620	CASE	12 per case	50
3	Glucose 15 Oral Glucose Gel (Low Blood Sugar) 36ea/case (Gluten Free)	Yes	Trascend	6739	CASE	3/pk 12pk/cs	140
4	Sterile Water for injection, USP 25/bx	Yes	Hospira	NDC: 0409-4887-10	BOX	25 per box	25
5	Jelly, Sterile Lubricating, 2.7g Packets	Yes	Dynarex	1250	BOX	144pk per box	50
6	Lancet Surgillance Safety Grey	Yes	Medi Purpose	SLN200	CASE	100/bx 15bx/cs	100
7	Epinephrine 1000, 1mg/mL, 1mL Ampule	Yes	BPI Labs	NDC: 54288-0103-10	Box	10 per box	6,000
8	Sodium Chloride 0.9% Irrigation, UPS 1000ml Pour Btl	Yes	Baxter	2F7124	CASE	12 per case	50
9	Sodium Chloride Inj, 0.9% 500ml	Yes	BBraun	NDC: 0264-7800-10	CASE	24 per case	1000
10	Sodium Chloride Inj, .09%	Yes	Baxter	NDC: 0338-	CASE	96 per case	500



	100ml			0049-48			
11	Sodium Chloride Inj, 0.9% 1000ml	Yes	BBraun	NDC: 0264- 7800-00	CASE	12 per case	500

## **005 - SUPPLEMENTAL TERMS & CONDITIONS**

### **Original Contract Term.**

This contract shall begin upon the effective date of January 1, 2020 or effective date of the ordinance awarding the contract, whichever is later, and terminate on DECEMBER 31, 2023.

### **Renewals.**

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

### **Temporary Short Term Extensions.**

City 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.

### **Temporary Contract Pending Award of Contract by City Council**

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

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

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

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

### **Warranty.**

A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement 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.

**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.**

**All Or None Bid.**

City of San Antonio will make award to one vendor.

**Interlocal Participation.**

This contract is open to cooperative purchasing by other governmental entities or purchasing cooperatives ("Entity").

In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent, partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted directly to Vendor by the Entity.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by Entity, or whether Entity will purchase utilizing City's contract.

**CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.**

**Internal / External Catalog.**

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

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

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

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

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

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

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

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

#### Catalog Updates.

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

#### Insurance.

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 **"SAFD-ANNUAL CONTRACT FOR PHARMACEUTICALS"** 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. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, 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:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Product Recall	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage  \$1,000,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Umbrella or Excess Liability Coverage	\$5,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage.

Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractors. 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.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification

of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

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

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 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 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 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 City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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.

In addition to any other remedies 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, 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.

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

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

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 City shall be limited to insurance coverage provided.

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 – SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

**Attachment F – VENDOR REQUIRED INVENTORY**

**Exhibit 1 – SBEDA ORDINANCE COMPLIANCE PROVISIONS**

**Exhibit 2 – SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM PRESENTATION**



## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. 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.

### Invoicing and Payment.

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

### Information Required On Invoice.

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

### Payment by City.

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

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

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

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

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

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

#### **Termination.**

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

**Termination-Notice.** City 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 respondeat superior shall not apply as between City and Vendor.

#### **INDEMNIFICATION.**

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph

shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

#### Records Retention.

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

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

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

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

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

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

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

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

**Non-discrimination.** As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section 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 City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

**Prohibition on Contracts with Companies Boycotting Israel**

Texas Government Code §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.

This section only applies to a contract that:

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

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

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned

subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

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

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist 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.

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

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance, and its price schedule(s), attachments, 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 is in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment 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. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.**

## 007 - SIGNATURE PAGE

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

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

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

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

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

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

### Offeror Information

Please Print or Type

Vendor ID No.	1000101
Signer's Name	Mark J. Dougherty
Name of Business	Bound Tree Medical, LLC
Street Address	5000 Tuttle Crossing Blvd.
City, State, Zip Code	Dublin, OH 43016
Email Address	submitbids@boundtree.com
Telephone No.	800-533-0523
Fax No.	877-311-2437
City's Solicitation No.	6100011706

  
Signature of Person Authorized to Sign Offer

## 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 Offer - an RFO in which City will award the entire contract to one offeror only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 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

**PRICES SHALL BE ROUNDED TO TWO DECIMAL PLACES.**

#### **PHARMACEUTICALS**

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity	Unit Price	Extended Total (Unit Price X Est. Annual Qty.)
1	Albuterol Sulfate Solution for Inhalation, 0.083%, 3ml	Yes	Nephron MFR: <u>Nephron</u>	NDC: 0487-9501-25	BOX	25 per box _____/____	600	\$3.17/BX	\$1,902.00
2	Airlife Prefilled Humidifier Systems, 12/cs	No	Care Fusion	2620	CASE	12 per case _____/____	50	\$21.00/CS	\$1,050.00
3	Glucose 15 Oral Glucose Gel (Low Blood Sugar) 36ea/case (Gluten Free)	Yes	Trascend MFR: <u>Life Nutrition</u>	6739	CASE	3/pk 12pk/cs _____/____	140	\$41.40/CS	\$5,796.00
4	Sterile Water for injection, USP 25/bx	Yes	Hospira MFR: <u>Pfizer</u>	NDC: 0409-4887-10	BOX	25 per box _____/____	25	\$26.25/BX	\$656.25
5	Jelly, Sterile Lubricating, 2.7g Packets	Yes	Dynarex MFR: <u>Dynarex</u>	1250	BOX	144pk per box _____/____	50	\$7.20/BX	\$360.00
6	Lancet Surgilance Safety Grey	Yes	Medi Purpose MFR: <u>Medi Purpose</u>	SLN200	CASE	100/bx 15bx/cs _____/____	100	\$152.40/CS	\$15,240.00
7	Epinephrine 1000, 1mg/mL, 1mL Ampule	Yes	BPI Labs MFR: <u>BPI Labs</u>	NDC: 54288-0103-10	Box	10 per box _____/____	6,000	\$126.60/BX	\$759,600.00
8	Sodium Chloride 0.9% Irrigation, UPS 1000ml Pour Btl	Yes	Baxter MFR: <u>Baxter</u>	2F7124	CASE	12 per case _____/____	50	\$34.56/CS	\$1,728.00
9	Sodium Chloride Inj, 0.9% 500ml	Yes	BBraun MFR: <u>B Braun</u>	NDC: 0264-7800-10	CASE	24 per case _____/____	1000	\$52.08/CS	\$52,080.00
10	Sodium Chloride Inj, .09% 100ml	Yes	Baxter MFR: <u>Baxter</u>	NDC: 0338-0049-48	CASE	96 per case _____/____	500	\$184.32/CS	\$92,160.00



11	Sodium Chloride Inj, 0.9% 1000ml	Yes	BBraun MFR: <u>B Braun</u>	NDC: 0264- 7800-00	CASE	12 per case <u>      </u> / <u>      </u>	500	\$27.96/CS	\$13,980.00
<b>Total Price:</b>		\$ 944,552.25							

Prompt Payment Discount:   2   %  20  days. (If no discount is offered, Net 30 will apply.)  
Net 30

**Account Representative**

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

Name: David Longoria

Title: Account Manager

Office Phone: 210-380-2077

Fax: 800-257-5713

Email: david.longoria@boundtree.com

**Order Placement Information**

Offeror shall indicate preferred method for which the City departments are to place orders:

Orders shall be placed via: (check all that apply)   X   Fax   X   Phone   X   Internet

Phone Number: 800-533-0523

Fax: 800-257-5713

Contact Person: swcsregion@boundtree.com

**Attachment C – LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM**  
**Posted as a separate attachment**

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

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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: \*100 % *\*5% of the contract will go through MBWE partner*

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: SAFD-Annual Contract for Pharmaceuticals / RFO No. 6100011706

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

Name of Business:	Bound Tree Medical, LLC	
Physical Address:	5000 Tuttle Crossing Blvd.	
City, State, Zip Code:	Dublin, OH 43016	
Phone Number:	800-533-0523	
Email Address:	submitbids@boundtree.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: <u>277</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**

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

*\*Partnering with B&E Medical Supply and Equipment, LLC*

Name of Business:	B&E Medical Supply and Equipment, LLC	
Physical Address:	1933 Fredricksburg Rd #106	
City, State, Zip Code:	San Antonio, TX 78201	
Phone Number:	210-731-8390	
Email Address:	ehernandez@bemedsupply.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office:	<u>7</u>	
Is the business located in the incorporated San Antonio city limits? (circle one)	<input checked="checked" type="radio"/> Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="checked" type="radio"/> Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	<input checked="checked" type="radio"/> 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)	<input checked="checked" type="radio"/> 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)	<input checked="checked" type="radio"/> Yes	No

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

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**ACKNOWLEDGEMENT**


THE STATE OF TEXAS

I certify that my responses and the information provided on this Local 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 Local 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'S / RESPONDENT'S FULL NAME:

Mark J. Dougherty

(Print Name) Authorized Representative of Bidder / Respondent

  
(Signature) Authorized Representative of Bidder / Respondent

Treasurer and Secretary

Title

12/10/2019

Date

**This Local Preference Identification Form must be submitted with the bidder's /  
respondent's bid/proposal response.**

**Attachment D– VETERAN OWNED SMALL BUSINESS TRACKING FORM**  
**Posted as a separate attachment**

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

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**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.



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

SOLICITATION NAME/NUMBER: SAFD-Annual Contract for Pharmaceuticals / RFO No. 6100011706

Name of Respondent:	Bound Tree Medical, LLC	
Physical Address:	5000 Tuttle Crossing Blvd.	
City, State, Zip Code:	Dublin, OH 43016	
Phone Number:	800-533-0523	
Email Address:	submitbids@boundtree.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:	95%	
Participation Dollar Amount:	\$897,324.63	

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of <b>SUBCONTRACTOR</b> Veteran-Owned Small Business:	*B&E Medical Supply and Equipment, LLC	
Physical Address:	1933 Fredricksburg Rd #106	
City, State, Zip Code:	San Antonio, TX 78201	
Phone Number:	210-731-8390	
Email Address:	ehernandez@bemedsupply.com	
Is <b>SUBCONTRACTOR</b> certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> 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:	5%	
Participation Dollar Amount	\$385,443.67	

*\*Not a  
VOSB  
certified  
vendor*

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

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**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:**

Mark J. Dougherty

(Print Name) Authorized Representative of Bidder/Respondent

  
(Signature) Authorized Representative of Bidder/Respondent

Treasurer and Secretary

Title

12/10/2019

Date

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

**Attachment E – SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**  
**Posted as a separate attachment**



# CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Pharmaceuticals*

PRIME CONTRACTOR NAME:

Bound Tree Medical, LLC

Please review the following information before completing the form:

1. Prime contractor must list ALL certified and non-certified Subcontractors/Suppliers that will be utilized for the entire contract period (see page 2).
2. A Subcontractor/Supplier Utilization Plan that does not satisfy City subcontracting goal(s) placed on this solicitation and absent an approved Subcontracting Goal- Waiver (at the time of bid submission) by the Small Business Office will be deemed NON-RESPONSIVE.
3. For a Prime contractor or Subcontractor to count toward a City required subcontracting goal(s), the Prime contractor or Subcontractor must be SBEDA eligible and have the same certification(s) from the South Central Texas Regional Certification Agency ([www.SCTRCA.org](http://www.SCTRCA.org)) as the City required subcontracting goal(s).

To be SBEDA eligible, a Prime contractor or Subcontractor must be certified as a Small Business Enterprise (SBE) through SCTRCA **AND** must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area. SBEDA eligibility can be verified through the link <http://www.sanantonio.gov/purchasing/vendorinformation/cosavendorlisting>. For further clarification, please contact Small Business Office at (210) 207-3922 or refer to the SBEDA language within the solicitation document(s).

To be Completed by City Staff			To be Completed by Prime Contractor		
SOLICITATION API's	EVALUATION POINTS APPLIED	CITY REQUIRED SUBCONTRACTING GOAL	PERCENT SBEDA ELIGIBLE PARTICIPATION	MEETING THE GOAL? (Y/N)	WAIVER SUBMITTED? (Y/N)
Minority and/or Women- Owned Business Enterprise (M/WBE) Subcontracting Program		5%	5%	YES	NO

I hereby affirm that the information on this form is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed Subcontractors/Suppliers confirming their intent to perform the scope of work for the price or percentage indicated. I understand and agree that if approved, this document shall be attached thereto and become a binding part of the contract.

Prime Contractor's Authorized Agent:

Sign and Date

*Mark J. Dougherty* 12/12/19

Name

Mark J. Dougherty

Title

Treasurer and Secretary

Director or Designee of Economic Development:

Sign and Date

☐ APPROVED

☐ DENIED

Version: 3/23/17 pg.1

**All sections of the following table must be completed for all firms listed. List all *certified or non-certified* Subcontractors/Suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.**

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PERFORMED (5 DIGIT NIGP CODE)
PRIME CONTRACTOR	Bound Tree Medical, LLC	Yes	\$897,324.63	95%	
SUB	B&E Medical Supply and Equipment, LLC	Yes	\$47,227.62	5%	
SUB					
SUB					
SUB					
SUB					
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**Attachment F – VENDOR REQUIRED INVENTORY**  
**Posted as a separate attachment**

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Qty	Vendor Required Inventory
1.01	Albuterol Sulfate Solution for Inhalation, 0.083%, 3ml	Yes	Nephron	NDC: 0487-9501-25	BOX	25 per box	600	50
1.07	Epinephrine 1000, 1mg/mL, 1mL Ampule	Yes	BPI Labs	NDC: 54288-0103-10	Box	10 per box	6,000	500
1.09	Sodium Chloride Inj, 0.9% 500ml	Yes	BBraun	NDC: 0264-7800-10	CASE	24 per case	1000	50
1.10	Sodium Chloride Inj, 0.9% 100ml	Yes	Baxter	NDC: 0338-0049-48	CASE	96 per case	500	5
1.11	Sodium Chloride Inj, 0.9% 1000ml	Yes	BBraun	NDC: 0264-7800-00	CASE	12 per case	500	10

**Exhibit 1 – SBEDA ORDINANCE COMPLIANCE PROVISIONS**  
**Posted as a separate attachment**



**Exhibit 2 – SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY PROGRAM PRESENTATION**  
**Posted as a separate attachment**

Item List for City of San Antonio  
SAFD-Annual Contract for Pharmaceuticals  
RFO No 6100011706

COSA Item #	COSA Vendor Name	COSA Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Quoted Price	Selling Unit
1 NDC: 0487-9501-25	Nephron	Albuterol Sulfate Solution for Inhalation, 0.083%, 3ml	9501-25	Albuterol, 2.5mg, 0.083mg/ml, 3ml Vials, 25/Box	NEPHRON PHARMACEUTICALS CORP	\$ 3.17	25/BX
2 2620	Care Fusion	AirLife Prefilled Humidifier Systems, 12/cs	022520	AirLife Prefilled Humidifier Systems, with Humidifier Adapter, 500ml	VYAIRE MEDICAL, INC	\$ 1.75	1/EA
3 6739	Transcend	Glucose 15 Oral Glucose Gel (Low Blood Sugar) 36ea/case (Gluten Free)	662248	Transcend Glucose Gel, Strawberry Flavor, 3/flk	LIFE NUTRITION LLC	\$ 3.45	3/PK
4 NDC: 0409-4887-10	Hospira	Sterile Water for Injection, USP 25/box	0074488710	Sterile Water, 10ml Vial	PFIZER INC. (HOSPIRA)	\$ 26.25	25/BX
5 1250	Dynarex	Jelly, Sterile Lubricating, 2.7g Packets	14903	Lubricating jelly, 2.7 gram foil pack, Dyna-Lube 344/bx 12bx/cs	DYNAREX CORPORATION	\$ 0.05	1/EA
6 51N200	Medi Purpose	Lancet Surgilance Safety Gray	782-SLN200BX	Surgilance Needle Lancet, Gray, 1.8mm Depth, 21ga, Low Blood Flow 10-20 ul	MEDI PURPOSE (SURGILANCE)	\$ 10.16	100/BX
7 NDC: 54288-0103-10	BPI Labs	Epinephrine 1000, 1mg/mL, 1ml Ampule	103-10	Epinephrine 1mg, 1ml Ampule	BPI LABS, LLC	\$ 12.66	1/EA
8 2F7124	Baxter	Sodium Chloride 0.9% Irrigation, UPS 1000ml Pour Btl	607124	Sodium Chloride 0.9% Irrigation Solution, 1000ml Pour Bottle	BAXTER HEALTHCARE DMG	\$ 2.88	1/EA
9 NDC: 0264-7800-10	B Braun	Sodium Chloride Inj, 0.9% 500ml	358001	Sodium Chloride, 0.9%, 500ml Bag	B BRAUN MEDICAL, INC	\$ 2.17	1/EA
10 NDC: 0338-0049-48	Baxter	Sodium Chloride Inj, 0.9% 100ml	358437	Sodium Chloride 0.9%, 100ml Bag	BAXTER HEALTHCARE DMG	\$ 1.92	1/EA
11 NDC: 0264-7800-00	B Braun	Sodium Chloride Inj, 0.9% 1000ml	7800-09	Sodium Chloride, 0.9%, 1000ml Bag	B BRAUN MEDICAL, INC	\$ 2.33	1/EA