



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100011705

SAFD-ANNUAL CONTRACT FOR MEDICAL SUPPLIES & EQUIPMENT

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 MEDICAL SUPPLIES & EQUIPMENT"

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

RFO No.: 6100011705

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, 11th 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 Respondent'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.

Respondent must sign and submit the rider, if attached to this RFO, with its offer, indicating whether Respondent wishes to allow other Entities to use this contract. Respondent shall sign and return any subsequently issued riders within ten calendar days of receipt. Respondent'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. 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. *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.

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 medical supplies within the categories of (A) Airway, (B) Syringes and Needles, (C) IV Supplies, (D) First Aid, (E) EMS Supplies, and (F) EMS Equipment.

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 Bidder 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 a cancellation notice has been sent due to late delivery.

4.3 **PRODUCT EXPIRATION**

Vendor shall provide medical supplies 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 Vendor's pricing provided to the City is consistent and fair with current market conditions and meets 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**

AWARD WILL BE MADE BY CATEGORY. OFFEROR MAY BID ONE, MORE THAN ONE, OR ALL CATEGORIES OF MEDICAL SUPPLIES CONTAINED IN THIS REQUEST FOR OFFER. OFFERORS ARE REQUIRED TO SUBMIT PRICING FOR ALL ITEMS IN EACH CATEGORY FOR WHICH THE OFFEROR WISHES TO BE CONSIDERED FOR AWARD.

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

CATEGORY A: AIRWAY

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity
1	Airway Berman 40mm	No	Rusch	121801	BOX	50 per box	5
2	Airway Berman 50mm	No	Rusch	121850	BOX	50 per box	10
3	Airway Berman 100mm	No	Rusch	121855	BOX	50 per box	5
4	Airway Berman 70mm	No	Rusch	121870	BOX	50 per box	5
5	Airway Berman 80mm	No	Rusch	121803	BOX	50 per box	5

6	Airway Berman 90mm	No	Rusch	121804	BOX	50 per box	5
7	Airway Nasal 14 FR PVC,	No	Rusch	123314	BOX	10 per box	30
8	Airway Nasal 16FR PVC,	No	Rusch	123316	BOX	10 per box	30
9	Airway Nasal 18FR PVC,	No	Rusch	123318	BOX	10 per box	40
10	Airway Nasal 20FR PVC,	No	Rusch	123320	BOX	10 per box	30
11	Airway Nasal 24 FR PVC,	No	Rusch	123324	BOX	10 per box	20
12	Airway Nasal 26FR PVC	No	Rusch	123326	BOX	10 per box	75
13	Airway Nasal 28FR PVC	No	Rusch	123327	BOX	10 per box	40
14	Cannula, Nasal Adult, Conventional, Straight,	No	Vent Lab	1007	CASE	50 per case	100
15	ET Introducer Bougie Type, Adult 15FR w/Coude tip	No	Sunmed	9-0212-70	BOX	10 per box	35
16	ET Tube 3.5mm, Cuffed, with stylet	No	Aircare	100-102-035	BOX	10 per box	40
17	ET Tube 4.0mm, Cuffed, with stylet	No	Aircare	100-102-040	BOX	10 per box	30
18	ET Tube 4.5mm, Cuffed, with stylet	No	Aircare	100-102-045	BOX	10 per box	30
19	ET Tube 5.0mm Cuffed with stylet	No	Aircare	100-102-050	BOX	10 per box	30
20	ET Tube 6.0 Cuffed with stylet	No	Aircare	100-102-060	BOX	10 per box	80
21	ET Tube 7.0 Cuffed with stylet	No	Aircare	100-102-070	BOX	10 per box	200
22	ET Tube 8.0 Cuffed with stylet	No	Aircare	100-102-080	BOX	10 per box	80
23	ET Tube, 2.5mm Cuffed, Supre Safety Cuffed 2.5mm	No	Teleflex	112480025	BOX	10 per box	40
24	ET Tube, 3.0mm Cuffed, with stylet	No	Aircare	100-102-030	BOX	10 per box	40
25	ET Tube, Holder, Adult	No	Laerdal	600-10000	BOX	25 per box	80
26	ET Tube, Holder, Pediatric	No	Laerdal	600-20000	BOX	25 per box	30
27	Humidifier Kit, Prefilled 500ml	No	CareFusion	002620	CASE	12 per case	25
28	Laryngoscope Blade, Mac 2 Greenline	No	Sunmed	5-5332-02	CASE	20 per case	20
29	Laryngoscope Blade, Mac 3 Greenline	No	Sunmed	5-5332-03	CASE	20 per case	20
30	Laryngoscope Blade, Mac 4 Greenline	No	Sunmed	5-5332-01	CASE	20 per case	40
31	Laryngoscope Blade, Miller0 Greenline	No	Sunmed	5-5333-00	CASE	20 per case	10
32	Laryngoscope Blade, Miller1 Greenline	No	Sunmed	5-5333-01	CASE	20 per case	10
33	Laryngoscope Blade, Miller2 Greenline	No	Sunmed	5-5333-02	CASE	20 per case	20
34	Laryngoscope Blade, Miller3 Greenline	No	Sunmed	5-5333-03	CASE	20 per case	20
35	Laryngoscope Handle, Fiber Optic Greenline, Medium Handle	No	Sunmed	5-0236-09	EACH	1 per box	75

36	Mask Non-Rebreathing, Adult w/o Safety Vent, HUDSON RCI/TELEFLEX	No	Hudson RCI	1060	CASE	50 per case	250
37	Mask Non-Rebreathing, Pediatric, w/Safety Vent, HUDSON RCI/TELEFLEX RUSCH	No	Hudson RCI	1058	CASE	50 per case	50
38	Mask Resuscitator Spur II Pediatric	No	Ambu	531614000	CASE	6 per case	100
39	Mask Resuscitator SpurII Adult	No	Ambu	521611000	CASE	6 per case	500
40	Nebulizer, MicroMist w/Tee, TELEFLEX RUSCH	No	Rusch	1883	CASE	50 per case	75
41	Salem Sump 16fr/ch (5.3mm) x48"(122cm)	No	Covidien	8888265132	CASE	10 per case	20
42	Stopcock 3way, SPIN-LOCK+2 Female luerlock ports,	No	B Braun	456003	CASE	100 per case	100
43	Suction Canister 1200cc,	No	Dynarex	4675	CASE	40 per case	25
44	Suction Catheter 10FR, Coiled	No	Dynarex	4810	CASE	50 per case	10
45	Suction Catheter 12FR, Coiled	No	Dynarex	4812	CASE	50 per case	10
46	Suction Catheter 14FR, Coiled	No	Dynarex	4814	CASE	50 per case	10
47	Suction Catheter 16FR, Coiled	No	Dynarex	4816	CASE	50 per case	10
48	Suction Catheter 18FR, Coiled	No	Dynarex	4818	CASE	50 per case	10
49	Suction Catheter 5FR, Coiled	No	Covidien	30500	CASE	50 per case	10
50	Suction Catheter 8FR, Coiled	No	Dynarex	4808	CASE	50 per case	10
51	Superset 22MM w/dbl Swivel Elbow	No	Intersurgical	3509031	CASE	50 per case	10
52	Tubing Suction Latex Free Sterile 6' w/Straw Connector	Yes	Dynarex	4682	CASE	50 per case	35

CATEGORY B: SYRINGE & NEEDLES

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity
1	Micro Pin Non-Vented, Vial Access Luer Lock Connector	No	B Braun	415019	BOX	100 per box	50
2	Needle, 21g x 1½ inches, Eclipse	No	BD	305765	BOX	100 per box	120
3	Needle, Monoject Filter 18gx1.5",	No	Covidien	8881305117	BOX	100 per box	10
4	Syringe Omnifix, 5cc, Luer-Lok	No	B Braun	4617053V-02	BOX	100 per box	50
5	Syringe, 1cc Luer Lock	No	BD	309628	BOX	100 per box	40

6	Syringe, 30cc Luer-Lok, Latex Free	No	BD	302832	BOX	56 per box	50
7	Syringe, 3cc Vial Access Cannula	No	BD	303401	CASE	800 per case	15
8	Syringe, Omnifix 10cc Luer-Lok	No	B Braun	4617100V-02	BOX	100 per box	40

CATEGORY C: IV SUPPLIES

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity
1	I.V. Catheter BD Autoguard 14G x 45mm	No	BD	381467	Case	200 per case	20
2	I.V. Catheter BD Insyte Autoguard 16G x 30mm	No	BD	382554	Case	200 per case	40
3	I.V. Catheter BD Insyte Autoguard 18G x 30mm	No	BD	382544	Case	200 per case	200
4	I.V. Catheter BD Insyte Autoguard 20G x 30mm	No	BD	382534	Case	200 per case	250
5	I.V. Catheter BD Insyte Autoguard 22G x 25mm	No	BD	382523	Case	200 per case	40
6	I.V. Catheter BD Insyte Autoguard 24G x 19mm	No	BD	382513	Case	200 per case	25
7	IV Pump Set, Infusomat, 15drop/ml Universal spike	No	B Braun	362031	Case	24 per case	50
8	Surecan Safety Needle 20G x 20MM	No	B Braun	4447006-02	Case	100 per case	5
9	Surecan Safety Needle 20G x 25MM	No	B Braun	4447007-02	Case	100 per case	5
10	Surecan Safety Needle 20G x 38MM	No	B Braun	4447009-02	Case	100 per case	5

CATEGORY D: FIRST AID

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity
1	Abdominal Pad 8x10, NonWoven Sterile	Yes	Dukal	5810	CASE	320 per case	20
2	Alcohol Prep Pad, Sterile 1.75" x 3.3" 2ply LG	Yes	Dukal	861	CASE	1000 per case	250
3	Alcohol, Isopropyl 70%, 16oz,	Yes	Hydrox Lab	D0022	CASE	12bt/cs	300
4	Armboard Infant White, 2"x6"	No	PDC	45010-11-MPF	CASE	50 per case	5
5	Baby Bunting, Sterilized Metalized Polyester Film, Single use wrap	Yes	PrimaCare	CS-6835	PACK	12 per pack	150
6	Bag Vomit Emesis Sickness Graduations	No	Medline	NON70600	CASE	500 per case	40
7	Bandage CoFlex NL 2"x5YD LF Blue	No	Andover	5200BL	CASE	36 per case	350
8	Bandage CoFlex NL 3x5YD LF Blue	No	Andover	5300BL	CASE	24 per case	300
9	Bandage Gauze Roll, 3"x12', Sterile, 12/bx 8bx/cs	Yes	Covidien	441505	CASE	96 per case	30
10	Bandage Gauze Roll, 4"x12', Sterile, 12/bx 8bx/cs	Yes	Covidien	441506	CASE	96 per case	25

11	Bandage, Gauze Roll 2" x12",Sterile, 12/bx 8bx/cs	Yes	Covidien	441504	CASE	96 per case	25
12	Bandage, Gauze Roll, 6in x 4 yd, Dermacia 441507, 6/bx 8bx/cs	Yes	Covidien	441507	CASE	48 per case	40
13	Bandage, Triangular, 37"x37"x52", Cotton Muslim Gauze, 12/bx 20bx/cs	No	Dukal	TB37	CASE	240 per case	25
14	BandAid Fabric 1x3, CAREBAND #125844/CBD4019, 100/bx 12bx/cs	Yes	Careband	125844	CASE	1200 per case	20
15	Burn Sheet 60x96 in	Yes	GAM Ind	650-3001-0100	CASE	12 per case	40
16	Chlorhexidine 2% Prep Pad, 4.5cmx8.5cm	Yes	Reynard	RHS421	CASE	1000 per case	20
17	Cloth Tape 1"x10yd, 12/bx 12bx/cs	No	Dynarex	3562	CASE	144 per case	20
18	Cloth Tape 2"x10yd, 6/bx 12bx/cs	No	Dynarex	35632	CASE	72 per case	90
19	Dressing Multi-Trauma, Sterile, 12"x30"	Yes	Medsource	GXM001	CASE	25 per case	50
20	Dressing Veni Gard Adult IV Stabilization, 100/bx 5bx/cs	No	Conmed	705-4431	CASE	500 per case	125
21	Gauze Petrolatum, Sterile 3"x18, 12/bx 6bx/cs	No	Derma Sciences	DKC20059	CASE	72 per case	10
22	Gauze Sponge 4x4, 4Ply NonWoven Non-Sterile, 200/pk 10pk/cs	Yes	Dynarex	DYN3254	CASE	2000 per case	100
23	Gauze Sponge 4x4, 4Ply NonWoven Sterile, 100/bx 12bx/cs	Yes	Dukal	1412	CASE	1200 per case	20
24	Hydrogen Peroxide 3%, 16oz, 12bt/cs	Yes	Hydrox Lab	D0012	CASE	12 per case	250
25	Splint, Ankle/Foot Air with Push/Pull Valves	No	Mayflower Splint Co.	Ankle/Foot Adult 15"	CASE	50 per case	15
26	Splint, Economy, Wood, ½ Foam Padded Board, 15" length	Yes	Morrison	1815	EACH	Each	500
27	Splint, Economy, Wood, ½ Foam Padded Board, 36" length	Yes	Morrison	1836	EACH	Each	200
28	Splint, Economy, Wood, ½ Foam Padded Board, 54" length	Yes	Morrison	1854	EACH	Each	100
29	Splint, Full Arm Air with Push/Pull Valves	No	Mayflower Splint Co.	Full Arm Adult 32"	CASE	50 per case	10
30	Splint, Full Leg Air with Push/Pull Valves	No	Mayflower Splint Co.	Full Leg Adult 32"	CASE	50 per case	10
31	Splint, Half Arm Air with Push/Pull Valves,	No	Mayflower Splint Co.	Half Arm Adult 25"	CASE	50 per case	10
32	Splint, Half Leg Air with Push/Pull Valves	No	Mayflower Splint Co.	Half Leg Adult 25"	CASE	50 per case	10
33	Splint, Hand and Wrist Air with Push/Pull Valves	No	Mayflower Splint Co.	Hand/Wrist Adult 15"	CASE	50 per case	10
34	Tourniquet 1x18 LatexFree, Orange, 250/pk 4pk/cs	No	Dawnmist	NLT44250R	CASE	1000 per case	30

CATEGORY E: EMS SUPPLIES

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity
1	Ambu Blue Sensor, Adult Foam Electrode 48mm w/snap	No	Ambu	R00S25	CASE	25/pk 40pk/cs	750
2	Ambu BlueSensor N	No	Ambu	N-00-S/25	CASE	25/pk 40pk/cs	8
3	Baby Powder, Corn starch 2oz	Yes	Dukal	BP02	CASE	96 per case	2
4	Blanket Airlaid/Poly Visi, Yellow 50"x84"	No	Graham Medical	53382	CASE	25 per case	800
5	Collar cervical, Mini Perfit Ace, Adjustable PEDI	No	Ambu	281106	CASE	30 per case	25
6	Collar Cervical, Perfit ACE Adjustable ADULT	No	Ambu	281000	CASE	30 per case	240
7	Container, Sharps Mailbox Style Lid, RED 5qt	No	Covidien	85131	CASE	20 per case	38
8	Container, Sharps for Phlebotomy RED 1 qt	No	Covidien	8900SA	CASE	100 per case	7
9	CUFF B/P, Black ADULT XL	No	ADC	700-12XBX	EA	1 per each	100
10	CUFF B/P, Black ADULT	No	ADC	700-11ABK	EA	1 per each	300
11	CUFF B/P, Black CHILD	No	ADC	700-9CBK	EA	1 per each	150
12	CUFF B/P, Black INFANT	No	ADC	700-71BK	EA	1 per each	100
13	CUFF B/P, Black THIGH	No	ADC	700-13TBK	EA	1 per each	50
14	Forceps, Kelly 5-1/2", Stainless Steel	Yes	ADC	311	EA	1 per each	75
15	Forceps, Magill Adult 9-3/4", Stainless Steel	Yes	ADC	316	EA	1 per each	50
16	Forceps, Magill PEDI 8", Stainless Steel	Yes	ADC	315	EA	1 per each	50
17	Glasses, Safety Anti Fog Smoke Lens	No	Nemesis	22475	BOX	12 per box	40
18	Glasses, Safety Goggles	Yes	3M	41110-00000-100	BOX	20 per box	2
19	Glasses, Safety Polycarbonate Clear Lens	No	Nemesis	25676	BOX	12 per box	100
20	Glasses, Safety Polycarbonate Lt Blue Lens	No	Nemesis	19639	BOX	12 per box	20
21	Glasses, Safety Readers +1.0 Anti-Scratch Lens	No	Nemesis	KC28618	BOX	6 per box	10
22	Glasses, Safety Readers +1.5 Anti-Scratch Lens	No	Nemesis	KC28621	BOX	6 per box	10
23	Glasses, Safety Readers +2.0 Anti-Scratch Lens	No	Nemesis	KC28624	BOX	6 per box	10
24	Glasses, Safety Readers +2.5	No	Pyramex	SB1810R25	BOX	6 per box	6
25	Glasses, Safety Readers +3.0	No	Pyramex	SV1810R30	BOX	6 per box	4
26	Glasses, Safety, Large Black Nylon Case w/Belt Loop	No	Crews	204	BOX	12 per box	5
27	Glove Exam Diamond Grip	Yes	MicroFlex	MF-300-L	CASE	10 box per case	6
28	Glove Exam Diamond Grip	Yes	MicroFlex	MF-300-M	CASE	10 box per case	4
29	Glove Exam Diamond Grip	Yes	MicroFlex	MF-300-S	CASE	10 box per case	2
30	Glove Exam Diamond Grip	Yes	MicroFlex	MF-300-XL	CASE	10 box per case	6
31	Glove Exam NitrDerm EP Orange 2XL	No	IHC	189400	CASE	10 box per case	100
32	Glove Exam NitrDerm EP Orange 3XL	No	IHC	189450	CASE	10 box per case	30
33	Glove Exam NitrDerm EP Orange L	No	IHC	189300	CASE	10 box per case	2000
34	Glove Exam NitrDerm EP Orange M	No	IHC	189200	CASE	10 box per case	500
35	Glove Exam NitrDerm EP Orange SM	No	IHC	189100	CASE	10 box per case	150
36	Glove Exam NitrDerm EP Orange XL	No	IHC	189350	CASE	10 box per case	600
37	Hand Sanitizer, Alcohol Based	Yes	Dukal	HS3787	CASE	96 per case	110
38	Holster Jr Vertical Holster Black	Yes	ADC	250BK	EA	2 per each	150
39	Lice Killing Shampoo, 4oz	Yes	Perrigo	49348-044334	CASE	12 per case	48
40	Mask - Surgical Disposable	Yes	Any	Any	BOX	100 per box	100

	with Earloop Face Mask						
41	Nose Clip, GroovedDisp Rubber Pad White	Yes	A-M Systems	166000	CASE	100 per case	4
42	Obstetrical Kit, Bagged	No	Dynarex	4902	CASE	10 per case	34
43	Pack Cold Instant, Up to 25 Degrees F, 5"x9"	No	Dynarex	4512	CASE	24 per case	575
44	Pack, Hot Instant, Up to 140 Degrees F, 5"x9"	No	Dynrarex	4516	CASE	24 per case	140
45	Penlight w/Pupil Gauge	Yes	Aaron Bovie	66RN	PACK	6 per pack	100
46	Restraint, Strap Wrist BLACK	No	DMS	1290	EA	1 per each	80
47	Restraint, Straps BLACK, Metal Push Buckle 2pc	No	DMS	11152BK	CASE	50 per case	60
48	Restraint, Straps Extension BLACK	No	DMS	1218	CASE	50 per case	200
49	Restraint, Straps MAROON, Metal Push Buckle 2pc	No	DMS	11152MA	CASE	50 per case	36
50	Ring Cutter, Chrome	No	American Diagnostics	380	EA	1 per each	40
51	Rochester-Pean Forceps, Curved 7 1/4 " Sterile	No	Sklar	96-3008	BOX	25 per box	10
52	Sensor Adhesive, M-LNCS Infant 18"	No	Masimo	2512	BOX	20 per box	50
53	Sensor Adhesive, M-LNCS Neo/Adult 18"	No	Masimo	2514	BOX	20 per box	50
54	Shears EMT, Neon Orange 7.25"	Yes	ADC Medicut	320NO	BOX	10 per box	700
55	Sheet Drape 3-Ply WHITE 40"x48"	No	Graham Medical	302	CASE	100 per case	525
56	Sheet,Fitted, G Force BLUE, 36"x90"	No	Taylor	90-GFRC3690	CASE	30 per case	1000
57	Sheild Eye, Aluminum w/cover	Yes	Grafco	1276GAW	BOX	50 per box	3
58	Stethoscope, Adscope 641 Sprague 22" tubing	Yes	ADC	641BK	EA	1 per each	200
59	Thermometer, Adtemp 6 sec Conductive Temple	No	ADC	427	EA	1 per each	100
60	Thermometer, Oral, ADC 413B-00ADTEMP II	Yes	ADC	413B-00ADTEMP II	BOX	50 per box	20
61	Urinal Male w/Hanging Lid, 1000cc	Yes	Medegen	H140-01	CASE	50 per case	2

CATEGORY F: EMS EQUIPMENT

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity
1	Backboard, Ultra Loc YELLOW 16" w/logo	No	Iron Duck	35900	EACH	1 each	40
2	Backboard, Ultra Short YELLOW, No Pins	No	Iron Duck	35955	EACH	1 each	20
3	Bag AED Pannier Black	No	Meret	R/B1326BK	EACH	1 each	10
4	Bag Bikers Trauma O2 Pack Black	No	Meret	R/B1310BK	EACH	1 each	10
5	Bag O2 Pannier Black	No	Meret	R/B1323BK	EACH	1 each	10
6	Bag, Omni Pro Infection Control Black	No	Meret	MEPM5101-TB	EACH	1 each	80
7	Bag, Personal Response Infection Control Black	No	Meret	MEPM5102	EACH	1 each	50
8	Case Resuscitator,ORANGE, Molded Plastic	No	Allied Healthcare	L040088	EACH	1 each	20
9	Cylinder Jumbo D w/toggle CGA870	No	Cramer Decker	K870DJT	EACH	1 each	30
10	Pedimate, Pediatric Restraint (4.5-18kg) 5-point	No	Ferno	313778	EACH	1 each	25
11	Regulator Oxygen, All Brass 2 DISS, Lifetime Warranty	No	Meret	EMSMREG8 725-B2D	EACH	1 each	120
12	Regulator Washer, Brass/Viton	No	Meret	AREG-100WB50	PACK	50 per pack	6
13	Seal Pull -Tight, Numbered BLACK	No	HCL	18319K	PACK	100 per pack	150
14	Seal Pull -Tight, Numbered	No	HCL	7820	PACK	100 per pack	150

	RED						
15	Splint Traction Adult, SVTS-FA Length max 54"-min 36"	No	Ferno	822182	EACH	1 each	30
16	Splint Traction Pediatric, SVTS-FC Length mat 47"-min 32"	No	Ferno	822181	EACH	1 each	20
17	Stretcher Scoop w/Pins	No	Ferno	FER-107953	EACH	1 each	20
18	Stretcher, Titan, PVC,nylon webbing Suregrip handles	No	Taylor	44-TT4080	CASE	5 per case	30
19	Thermometer Temporal Scanner TAT5000	No	Exergen	124275	EACH	1 each	30
20	Wrench Metal, D Cylinder, CGA std valve stem LARGE	Yes	Hudson RCI	5080	EACH	1 each	40
21	Wrench Metallic, for D Cylinders SMALL	Yes	Sunmed	7-9900-02	EACH	1 each	40

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 per product category.

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 MEDICAL SUPPLIES & EQUIPMENT" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. 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	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
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

Vendor agrees to require, by written contract, that all sub Vendor 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 sub Vendor. 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 sub Vendors' 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 sub Vendors 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

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 respondent superior shall not apply as between City and Vendor.

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE

APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO 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 IILC.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
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

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

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

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

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

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

Signer's Name _____

Name of Business _____

Street Address _____

City, State, Zip Code _____

Email Address _____

Telephone No. _____

Fax No. _____

City's Solicitation No. _____

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 FOR ALL CATEGORIES.

CATEGORY A: AIRWAY

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity	Unit Price	Extended Total (Unit Price X Est. Annual Qty.)
1	Airway Berman 40mm RUSCH	No	Rusch	121801	BOX	50 per box _____/____	5		
2	Airway Berman 50mm RUSCH	No	Rusch	121850	BOX	50 per box _____/____	10		
3	Airway Berman 100mm RUSCH #	No	Rusch	121855	BOX	50 per box _____/____	5		
4	Airway Berman 70mm RUSCH #	No	Rusch	121870	BOX	50 per box _____/____	5		
5	Airway Berman 80mm RUSCH	No	Rusch	121803	BOX	50 per box _____/____	5		
6	Airway Berman 90mm RUSCH	No	Rusch	121804	BOX	50 per box _____/____	5		
7	Airway Nasal 14 FR PVC, RUSCH	No	Rusch	123314	BOX	10 per box _____/____	30		
8	Airway Nasal 16FR PVC, RUSCH	No	Rusch	123316	BOX	10 per box _____/____	30		
9	Airway Nasal 18FR PVC, RUSCH	No	Rusch	123318	BOX	10 per box _____/____	40		
10	Airway Nasal 20FR PVC, RUSCH	No	Rusch	123320	BOX	10 per box _____/____	30		
11	Airway Nasal 24	No	Rusch	123324	BOX	10 per box	20		

	FR PVC, RUSCH					____/____			
12	Airway Nasal 26FR PVC RUSCH #	No	Rusch	123326	BOX	10 per box ____/____	75		
13	Airway Nasal 28FR PVC RUSCH	No	Rusch	123327	BOX	10 per box ____/____	40		
14	Cannula, Nasal Adult, Conventional, Straight	No	Vent Lab	1007	CASE	50 per case ____/____	100		
15	ET Introducer Bougie Type, Adult 15FR w/Coude tip,	No	Sunmed	9-0212-70	BOX	10 per box ____/____	35		
16	ET Tube 3.5mm, Cuffed, with stylet	No	Aircare	100-102-035	BOX	10 per box ____/____	40		
17	ET Tube 4.0mm, Cuffed, with stylet	No	Aircare	100-102-040	BOX	10 per box ____/____	30		
18	ET Tube 4.5mm, Cuffed, with stylet	No	Aircare	100-102-045	BOX	10 per box ____/____	30		
19	ET Tube 5.0mm Cuffed with stylet	No	Aircare	100-102-050	BOX	10 per box ____/____	30		
20	ET Tube 6.0 Cuffed with stylet	No	Aircare	100-102-060	BOX	10 per box ____/____	80		
21	ET Tube 7.0 Cuffed with stylet	No	Aircare	100-102-070	BOX	10 per box ____/____	200		
22	ET Tube 8.0 Cuffed with stylet	No	Aircare	100-102-080	BOX	10 per box ____/____	80		
23	ET Tube, 2.5mm Cuffed, Supre Safety Cuffed 2.5mm	No	Teleflex	112480025	BOX	10 per box ____/____	40		
24	ET Tube, 3.0mm Cuffed, with styelt	No	Aircare	100-102-030	BOX	10 per box ____/____	40		
25	ET Tube, Holder, Adult	No	Laerdal	600-10000	BOX	25 per box ____/____	80		
26	ET Tube, Holder, Pediatric	No	Laerdal	600-20000	BOX	25 per box ____/____	30		
27	Humidifier Kit, Prefilled 500ml,	No	CareFusion	002620	CASE	12 per case ____/____	25		
28	Laryngoscope Blade, Mac 2 Greenline	No	Sunmed	5-5332-02	CASE	20 per case ____/____	20		
29	Laryngoscope Blade, Mac 3 Greenline	No	Sunmed	5-5332-03	CASE	20 per case ____/____	20		
30	Laryngoscope Blade, Mac 4	No	Sunmed	5-5332-01	CASE	20 per case	40		

	Greenline					____/____			
31	Laryngoscope Blade, Miller0 Greenline	No	Sunmed	5-5333-00	CASE	20 per case ____/____	10		
32	Laryngoscope Blade, Miller1 Greenline	No	Sunmed	5-5333-01	CASE	20 per case ____/____	10		
33	Laryngoscope Blade, Miller2 Greenline	No	Sunmed	5-5333-02	CASE	20 per case ____/____	20		
34	Laryngoscope Blade, Miller3 Greenline	No	Sunmed	5-5333-03	CASE	20 per case ____/____	20		
35	Laryngoscope Handle, Fiber Optic Greenline, Medium Handle	No	Sunmed	5-0236-09	EACH	1 per box ____/____	75		
36	Mask Non-Rebreathing, Adult w/o Safety Vent, HUDSON RCI/TELEFLEX	No	Hudson RCI	1060	CASE	50 per case ____/____	250		
37	Mask Non-Rebreathing, Pediatric, w/Safety Vent, HUDSON RCI/TELEFLEX RUSCH	No	Hudson RCI	1058	CASE	50 per case ____/____	50		
38	Mask Resuscitator Spur II Pediatric	No	Ambu	531614000	CASE	6 per case ____/____	100		
39	Mask Resuscitator SpurII Adult	No	Ambu	521611000	CASE	6 per case ____/____	500		
40	Nebulizer, MicroMist w/Tee, TELEFLEX RUSCH	No	Rusch	1883	CASE	50 per case ____/____	75		
41	Salem Sump 16fr/ch (5.3mm) x48"(122cm)	No	Covidien	8888265132	CASE	10 per case ____/____	20		
42	Stopcock 3way, SPIN-LOCK+2 Female luerlock ports NO SUB	No	B Braun	456003	CASE	100 per case ____/____	100		
43	Suction Canister 1200cc	No	Dynarex	4675	CASE	40 per case ____/____	25		
44	Suction Catheter 10FR, Coiled	No	Dynarex	4810	CASE	50 per case ____/____	10		
45	Suction Catheter 12FR, Coiled	No	Dynarex	4812	CASE	50 per case ____/____	10		
46	Suction Catheter 14FR, Coiled	No	Dynarex	4814	CASE	50 per case ____/____	10		
47	Suction Catheter 16FR, Coiled	No	Dynarex	4816	CASE	50 per case ____/____	10		
48	Suction Catheter 18FR, Coiled	No	Dynarex	4818	CASE	50 per case ____/____	10		

49	Suction Catheter 5FR, Coiled	No	Covidien	30500	CASE	50 per case _____/____	10		
50	Suction Catheter 8FR, Coiled	No	Dynarex	4808	CASE	50 per case _____/____	10		
51	Superset 22MM w/dbl Swivel Elbow	No	Intersurgical	3509031	CASE	50 per case _____/____	10		
52	Tubing Suction Latex Free Sterile 6' w/Straw Connector	Yes	Dynarex MFR:_____	4682	CASE	50 per case _____/____	35		
	Category A Total Price:	\$ _____							

CATEGORY B: SYRINGE & NEEDLES

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity	Unit Price	Extended Total (Unit Price X Est. Annual Qty.)
1	Micro Pin Non-Vented, Vial Access Luer Lock Connector	No	B Braun	415019	BOX	100 per box _____/____	50		
2	Needle, 21g x 1½ inches, Eclipse	No	BD	305765	BOX	100 per box _____/____	120		
3	Needle, Monoject Filter 18gx1.5"	No	Covidien	8881305117	BOX	100 per box _____/____	10		
4	Syringe Omnifix, 5cc, Luer-Lok	No	B Braun	4617053V-02	BOX	100 per box _____/____	50		
5	Syringe, 1cc Luer Lock	No	BD	309628	BOX	100 per box _____/____	40		
6	Syringe, 30cc Luer-Lok, Latex Free	No	BD	302832	BOX	56 per box _____/____	50		
7	Syringe, 3cc Vial Access Cannula	No	BD	303401	CASE	800 per case _____/____	15		
8	Syringe, Omnifix 10cc Luer-Lok	No	B Braun	4617100V-02	BOX	100 per box _____/____	40		
	Category B Total Price:	\$ _____							

CATEGORY C: IV SUPPLIES

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity	Unit Price	Extended Total (Unit Price X Est. Annual Qty.)
1	I.V. Catheter BD Autoguard 14G x 45mm	No	BD	381467	Case	200 per case _____/____	20		
2	I.V. Catheter BD Insyte Autoguard 16G x 30mm	No	BD	382554	Case	200 per case _____/____	40		
3	I.V. Catheter BD Insyte Autoguard 18G x 30mm	No	BD	382544	Case	200 per case _____/____	200		
4	I.V. Catheter BD Insyte Autoguard 20G x 30mm	No	BD	382534	Case	200 per case _____/____	250		
5	I.V. Catheter BD Insyte Autoguard 22G x 25mm	No	BD	382523	Case	200 per case _____/____	40		
6	I.V. Catheter BD Insyte Autoguard 24G x 19mm	No	BD	382513	Case	200 per case _____/____	25		
7	IV Pump Set, Infusomat, 15drop/ml Universal spike	No	B Braun	362031	Case	24 per case _____/____	50		
8	Surecan Safety Needle 20G x 20MM	No	B Braun	4447006-02	Case	100 per case _____/____	5		
9	Surecan Safety Needle 20G x 25MM	No	B Braun	4447007-02	Case	100 per case _____/____	5		
10	Surecan Safety Needle 20G x 38MM	No	B Braun	4447009-02	Case	100 per case _____/____	5		
	Category C Total Price:	\$ _____							

CATEGORY D: FIRST AID

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity	Unit Price	Extended Total (Unit Price X Est. Annual Qty.)
1	Abdominal Pad 8x10, NonWoven Sterile	Yes	Dukal MFR: _____	5810	CASE	320 per case _____/____	20		
2	Alcohol Prep Pad, Sterile 1.75" x 3.3" 2ply LG	Yes	Dukal MFR: _____	861	CASE	1000 per case _____/____	250		
3	Alcohol, Isopropyl 70%, 16oz	Yes	Hydrox Lab MFR: _____	D0022	CASE	12bt/cs _____/____	300		

4	Armboard Infant White, 2"x6"	No	PDC	45010-11-MPF	CASE	50 per case _____/____	5		
5	Baby Bunting, Sterilized Metalized Polyester Film, Single use wrap	Yes	PrimaCare MFR:_____	CS-6835	PACK	12 per pack _____/____	150		
6	Bag Vomit Emesis Sickness Graduations,	No	Medline	NON70600	CASE	500 per case _____/____	40		
7	Bandage CoFlex NL 2"x5YD LF Blue	No	Andover	5200BL	CASE	36 per case _____/____	350		
8	Bandage CoFlex NL 3x5YD LF Blue	No	Andover	5300BL	CASE	24 per case _____/____	300		
9	Bandage Gauze Roll, 3"x12', Sterile,	Yes	Covidien MFR:_____	441505	CASE	96 per case _____/____	30		
10	Bandage Gauze Roll, 4"x12', Sterile,	Yes	Covidien MFR:_____	441506	CASE	96 per case _____/____	25		
11	Bandage, Gauze Roll 2" x12',Sterile,	Yes	Covidien MFR:_____	441504	CASE	96 per case _____/____	25		
12	Bandage, Gauze Roll, 6in x 4 yd,	Yes	Covidien MFR:_____	441507	CASE	48 per case _____/____	40		
13	Bandage, Triangular, 37"x37"x52", Cotton Muslim Gauze	No	Dukal	TB37	CASE	240 per case _____/____	25		
14	BandAid Fabric 1x3, CAREBAND #125844/CBD4019 , 100/bx 12bx/cs	Yes	Careband MFR:_____	125844	CASE	1200 per case _____/____	20		
15	Burn Sheet 60x96 in	Yes	GAM Ind MFR:_____	650-3001-0100	CASE	12 per case _____/____	40		
16	Chlorhexidine 2% Prep Pad, 4.5cmx8.5cm	Yes	Reynard MFR:_____	RHS421	CASE	1000 per case _____/____	20		
17	Cloth Tape 1"x10yd, DYNAREX #3562, 12/bx 12bx/cs	No	Dynarex	3562	CASE	144 per case _____/____	20		
18	Cloth Tape 2"x10yd, 6/bx 12bx/cs	No	Dynarex	35632	CASE	72 per case _____/____	90		
19	Dressing Multi-Trauma, Sterile, 12"x30"	Yes	Medsource MFR:_____	GXM001	CASE	25 per case _____/____	50		
20	Dressing Veni Gard Adult IV Stabilization, 100/bx 5bx/cs	No	Conmed	705-4431	CASE	500 per case _____/____	125		
21	Gauze Petrolatum, Sterile 3"x18, 12/bx 6bx/cs	No	Derma Sciences	DKC20059	CASE	72 per case _____/____	10		
22	Gauze Sponge 4x4, 4Ply NonWoven Non-	Yes	Dynarex MFR:_____	DYN3254	CASE	2000 per case _____/____	100		

	Sterile, 200/pk 10pk/cs								
23	Gauze Sponge 4x4, 4Ply NonWoven Sterile, , 100/bx 12bx/cs	Yes	Dukal MFR:_____	1412	CASE	1200 per case _____/____	20		
24	Hydrogen Peroxide 3%, 16oz, 12bt/cs	Yes	Hydrox Lab MFR:_____	D0012	CASE	12 per case _____/____	250		
25	Splint, Ankle/Foot Air with Push/Pull Valves	No	Mayflower Splint Co.	Ankle/Foot Adult 15"	CASE	50 per case _____/____	15		
26	Splint, Economy, Wood, ½ Foam Padded Board, 15" length	Yes	Morrison MFR:_____	1815	EACH	Each _____/____	500		
27	Splint, Economy, Wood, ½ Foam Padded Board, 36" length	Yes	Morrison MFR:_____	1836	EACH	Each _____/____	200		
28	Splint, Economy, Wood, ½ Foam Padded Board, 54" length	Yes	Morrison MFR:_____	1854	EACH	Each _____/____	100		
29	Splint, Full Arm Air with Push/Pull Valves, Adult 32"	No	Mayflower Splint Co.	Full Arm Adult 32"	CASE	50 per case _____/____	10		
30	Splint, Full Leg Air with Push/Pull Valves, Adult 32"	No	Mayflower Splint Co.	Full Leg Adult 32"	CASE	50 per case _____/____	10		
31	Splint, Half Arm Air with Push/Pull Valves, Adult 25"	No	Mayflower Splint Co.	Half Arm Adult 25"	CASE	50 per case _____/____	10		
32	Splint, Half Leg Air with Push/Pull Valves, Adult 25"	No	Mayflower Splint Co.	Half Leg Adult 25"	CASE	50 per case _____/____	10		
33	Splint, Hand and Wrist Air with Push/Pull Valves,	No	Mayflower Splint Co.	Hand/Wrist Adult 15"	CASE	50 per case _____/____	10		
34	Tourniquet 1x18 LatexFree, Orange, 250/pk 4pk/cs	No	Dawnmist	NLT44250R	CASE	1000 per case _____/____	30		
	Category D Total Price:	\$_____							

CATEGORY E: EMS SUPPLIES

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity	Unit Price	Extended Total (Unit Price X Est. Annual Qty.)
1	Ambu Blue Sensor, Adult Foam Electrode 48mm w/snap	No	Ambu	R00S25	CASE	25/pk 40pk/cs _____/____	750		
2	Ambu BlueSensor N	No	Ambu	N-00-S/25	CASE	25/pk 40pk/cs _____/____	8		
3	Baby Powder, Corn starch 2oz	Yes	Dukal MFR:_____	BP02	CASE	96 per case _____/____	2		
4	Blanket Airlaid/Poly	No	Graham Medical	53382	CASE	25 per case	800		

	Visi, Yellow 50"x84"					____/____			
5	Collar cervical, Mini Perfit Ace, Adjustable PEDI	No	Ambu	281106	CASE	30 per case ____/____	25		
6	Collar Cervical, Perfit ACE Adjustable ADULT	No	Ambu	281000	CASE	30 per case ____/____	240		
7	Container, Sharps Mailbox Style Lid, RED 5qt	No	Covidien	85131	CASE	20 per case ____/____	38		
8	Container, Sharps for Phlebotomy RED 1 qt	No	Covidien	8900SA	CASE	100 per case ____/____	7		
9	CUFF B/P, Black ADULT XL	No	ADC	700-12XBX	EA	1 per each ____/____	100		
10	CUFF B/P, Black ADULT	No	ADC	700-11ABK	EA	1 per each ____/____	300		
11	CUFF B/P, Black CHILD	No	ADC	700-9CBK	EA	1 per each ____/____	150		
12	CUFF B/P, Black INFANT	No	ADC	700-71BK	EA	1 per each ____/____	100		
13	CUFF B/P, Black THIGH	No	ADC	700-13TBK	EA	1 per each ____/____	50		
14	Forceps, Kelly 5- 1/2", Stainless Steel	Yes	ADC MFR:_____	311	EA	1 per each ____/____	75		
15	Forceps, Magill Adult 9-3/4", Stainless Steel	Yes	ADC MFR:_____	316	EA	1 per each ____/____	50		
16	Forceps, Magill Pedi 8", Stainless Steel	Yes	ADC MFR:_____	315	EA	1 per each ____/____	50		
17	Glasses, Safety Anti Fog Smoke Lens	No	Nemesis	22475	BOX	12 per box ____/____	40		
18	Glasses, Safety Goggles	Yes	3M MFR:_____	41110- 00000-100	BOX	20 per box ____/____	2		
19	Glasses, Safety Polycarbonate Clear Lens	No	Nemesis	25676	BOX	12 per box ____/____	100		
20	Glasses, Safety Polycarbonate Lt Blue Lens	No	Nemesis	19639	BOX	12 per box ____/____	20		
21	Glasses, Safety Readers +1.0 Anti- Scratch Lens	No	Nemesis	KC28618	BOX	6 per box ____/____	10		
22	Glasses, Safety Readers +1.5 Anti- Scratch Lens	No	Nemesis	KC28621	BOX	6 per box ____/____	10		
23	Glasses, Safety Readers +2.0 Anti-	No	Nemesis	KC28624	BOX	6 per box	10		

	Scratch Lens					____/____			
24	Glasses, Safety Readers +2.5	No	Pyramex	SB1810R25	BOX	6 per box ____/____	6		
25	Glasses, Safety Readers +3.0	No	Pyramex	SV1810R30	BOX	6 per box ____/____	4		
26	Glasses, Safety, Large Black Nylon Case w/Belt Loop	No	Crews	204	BOX	12 per box ____/____	5		
27	Glove Exam Diamond Grip MICROFLEX	Yes	MicroFlex MFR:_____	MF-300-L	CASE	10 box per case ____/____	6		
28	Glove Exam Diamond Grip	Yes	MicroFlex MFR:_____	MF-300-M	CASE	10 box per case ____/____	4		
29	Glove Exam Diamond Grip	Yes	MicroFlex MFR:_____	MF-300-S	CASE	10 box per case ____/____	2		
30	Glove Exam Diamond Grip	Yes	MicroFlex MFR:_____	MF-300-XL	CASE	10 box per case ____/____	6		
31	Glove Exam NitrDerm EP Orange 2XL	No	IHC	189400	CASE	10 box per case ____/____	100		
32	Glove Exam NitrDerm EP Orange 3XL	No	IHC	189450	CASE	10 box per case ____/____	30		
33	Glove Exam NitrDerm EP Orange L	No	IHC	189300	CASE	10 box per case ____/____	2000		
34	Glove Exam NitrDerm EP Orange M	No	IHC	189200	CASE	10 box per case ____/____	500		
35	Glove Exam NitrDerm EP Orange SM	No	IHC	189100	CASE	10 box per case ____/____	150		
36	Glove Exam NitrDerm EP Orange XL	No	IHC	189350	CASE	10 box per case ____/____	600		
37	Hand Sanitizer, Alcohol Based	Yes	Dukal MFR:_____	HS3787	CASE	96 per case ____/____	110		
38	Holster Jr Vertical Holster Black	Yes	ADC MFR:_____	250BK	EA	2 per each ____/____	150		
39	Lice Killing Shampoo, 4oz	Yes	Perrigo MFR:_____	49348-044334	CASE	12 per case ____/____	48		
40	Mask - Surgical	Yes	Any	Any	BOX	100 per box	100		

	Disposable with Earloop Face Mask		MFR:_____			____/____			
41	Nose Clip, GroovedDisp Rubber Pad White	Yes	A-M Systems MFR:_____	166000	CASE	100 per case ____/____	4		
42	Obstetrical Kit, Bagged	No	Dynarex	4902	CASE	10 per case ____/____	34		
43	Pack Cold Instant, Up to 25 Degrees F, 5"x9"	No	Dynarex	4512	CASE	24 per case ____/____	575		
44	Pack, Hot Instant, Up to 140 Degrees F, 5"x9"	No	Dynrarex	4516	CASE	24 per case ____/____	140		
45	Penlight w/Pupil Gauge	Yes	Aaron Bovie MFR:_____	66RN	PACK	6 per pack ____/____	100		
46	Restraint, Strap Wrist BLACK	No	DMS	1290	EA	1 per each ____/____	80		
47	Restraint, Straps BLACK, Metal Push Buckle 2pc	No	DMS	11152BK	CASE	50 per case ____/____	60		
48	Restraint, Straps Extension BLACK	No	DMS	1218	CASE	50 per case ____/____	200		
49	Restraint, Straps MAROON, Metal Push Buckle 2pc	No	DMS	11152MA	CASE	50 per case ____/____	36		
50	Ring Cutter, Chrome	No	American Diagnostics	380	EA	1 per each ____/____	40		
51	Rochester-Pean Forceps, Curved 7 1/4 " Sterile	No	Sklar	96-3008	BOX	25 per box ____/____	10		
52	Sensor Adhesive, M-LNCS Infant 18"	No	Masimo	2512	BOX	20 per box ____/____	50		
53	Sensor Adhesive, M-LNCS Neo/Adult 18"	No	Masimo	2514	BOX	20 per box ____/____	50		
54	Shears EMT, Neon Orange 7.25"	Yes	ADC Medicut MFR:_____	320NO	BOX	10 per box ____/____	700		
55	Sheet Drape 3-Ply WHITE 40"x48"	No	Graham Medical	302	CASE	100 per case ____/____	525		
56	Sheet,Fitted, G Force BLUE, 36"x90"	No	Taylor	90-GFRC3690	CASE	30 per case ____/____	1000		
57	Sheild Eye, Aluminum w/cover	Yes	Grafco MFR:_____	1276GAW	BOX	50 per box ____/____	3		
58	Stethosope, Adscope 641 Sprague 22" tubing	Yes	ADC MFR:_____	641BK	EA	1 per each ____/____	200		
59	Thermometer, Adtemp 6 sec	No	ADC	427	EA	1 per each	100		

	Conductive Temple					____/____			
60	Thermometer, Oral, ADC 413B- 00ADTEMP II	Yes	ADC MFR:_____	413B- 00ADTEMP II	BOX	50 per box ____/____	20		
61	Urinal Male w/Hanging Lid, 1000cc	Yes	Medegen MFR:_____	H140-01	CASE	50 per case ____/____	2		
	Category E Total Price:	\$ _____							

CATEGORY F: EMS EQUIPMENT

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity	Unit Price	Extended Total (Unit Price X Est. Annual Qty.)
1	Backboard, Ultra Loc YELLOW 16" w/logo	No	Iron Duck	35900	EACH	Each ____/____	40		
2	Backboard, Ultra Short YELLOW, No Pins	No	Iron Duck	35955	EACH	Each ____/____	20		
3	Bag AED Pannier Black	No	Meret	R/B1326BK	EACH	Each ____/____	10		
4	Bag Bikers Trauma O2 Pack Black	No	Meret	R/B1310BK	EACH	Each ____/____	10		
5	Bag O2 Pannier Black	No	Meret	R/B1323BK	EACH	Each ____/____	10		
6	Bag, Omni Pro Infection Control Black	No	Meret	MEPM5101-TB	EACH	Each ____/____	80		
7	Bag, Personal Response Infection Control Black	No	Meret	MEPM5102	EACH	Each ____/____	50		
8	Case Resuscitator,ORANGE, Molded Plastic	No	Allied Healthcare	L040088	EACH	Each ____/____	20		
9	Cylinder Jumbo D w/toggle CGA870	No	Cramer Decker	K870DJT	EACH	Each ____/____	30		
10	Pedimate, Pediatric Restraint (4.5-18kg) 5-point	No	Ferno	313778	EACH	Each ____/____	25		
11	Regulator Oxygen, All Brass 2 DISS, Lifetime Warranty	No	Meret	EMSMREG8725-B2D	EACH	Each ____/____	120		
12	Regulator Washer, Brass/Viton	No	Meret	AREG-100WB50	PACK	50 per pack ____/____	6		
13	Seal Pull -Tight, Numbered BLACK	No	HCL	18319K	PACK	100 per pack ____/____	150		
14	Seal Pull -Tight,	No	HCL	7820	PACK	100 per pack	150		

	Numbered RED					____/____			
15	Splint Traction Adult, SVTS-FA Length max 54"-min 36"	No	Ferno	822182	EACH	Each ____/____	30		
16	Splint Traction Pediatric, SVTS-FC Length mat 47"-min 32"	No	Ferno	822181	EACH	Each ____/____	20		
17	Stretcher Scoop w/Pins	No	Ferno	FER-107953	EACH	Each ____/____	20		
18	Stretcher, Titan, PVC,nylon webbing Suregrip handles	No	Taylor	44-TT4080	CASE	5 per case ____/____	30		
19	Thermometer Temporal Scanner TAT5000	No	Exergen	124275	EACH	Each ____/____	30		
20	Wrench Metal, D Cylinder, CGA std valve stem LARGE	Yes	Hudson RCI MFR:_____	5080	EACH	Each ____/____	40		
21	Wrench Metallic, for D Cylinders SMALL	Yes	Sunmed MFR:_____	7-9900-02	EACH	Each ____/____	40		
	Category F Total Price:	\$ _____							

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

Account Representative
 Bidder shall list the account representative information servicing the City's account if awarded this contract.
 Name: _____
 Title: _____
 Office Phone: _____
 Fax: _____
 Email: _____

Order Placement Information
 Bidder shall indicate preferred method for which the City departments are to place orders:
 Orders shall be placed via: (check all that apply) _____ Fax _____ Phone _____ Internet _____
 Phone Number: _____
 Fax: _____
 Contact Person: _____

Attachment C-LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

Posted as a separate attachment.

Attachment D- VETERAN OWNED SMALL BUSINESS TRACKING FORM

Posted as a separate attachment.

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

Attachment F – VENDOR REQUIRED INVENTORY
Posted as a separate attachment.

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.

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.

6100011705

Signer's Name

ERNEST HERNANDEZ

Name of Business

B&E MEDICAL SUPPLY and EQUIPMENT, LLC

Street Address

1933 FREDERICKSBURG ROAD, #106

City, State, Zip Code

SAN ANTONIO, TX 7820

Email Address

ehernandez@bemedsupply.com

Telephone No.

210-731-8390

Fax No.

877-215-3791

City's Solicitation No.

6100011705


Signature of Person Authorized to Sign Offer

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 FOR ALL CATEGORIES.

CATEGORY A: AIRWAY

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity	Unit Price	Extended Total (Unit Price X Est. Annual Qty.)
1	Airway Berman 40mm RUSCH	No	Rusch	121801	BOX	50 per box ____/____	5	8.75	43.75
2	Airway Berman 50mm RUSCH	No	Rusch	121850	BOX	50 per box ____/____	10	8.75	87.50
3	Airway Berman 100mm RUSCH #	No	Rusch	121855	BOX	50 per box ____/____	5	8.75	43.75
4	Airway Berman 70mm RUSCH #	No	Rusch	121870	BOX	50 per box ____/____	5	8.75	43.75
5	Airway Berman 80mm RUSCH	No	Rusch	121803	BOX	50 per box ____/____	5	8.75	43.75
6	Airway Berman 90mm RUSCH	No	Rusch	121804	BOX	50 per box ____/____	5	8.75	43.75
7	Airway Nasal 14 FR PVC, RUSCH	No	Rusch	123314	BOX	10 per box ____/____	30	22.75	682.50
8	Airway Nasal 16FR PVC, RUSCH	No	Rusch	123316	BOX	10 per box ____/____	30	22.75	682.50
9	Airway Nasal 18FR PVC, RUSCH	No	Rusch	123318	BOX	10 per box ____/____	40	22.75	910.00
10	Airway Nasal 20FR PVC, RUSCH	No	Rusch	123320	BOX	10 per box ____/____	30	22.75	682.50
11	Airway Nasal 24	No	Rusch	123324	BOX	10 per box	20	22.75	455.00

	FR PVC, RUSCH					<u> / </u>			
12	Airway Nasal 26FR PVC RUSCH #	No	Rusch	123326	BOX	10 per box <u> / </u>	75	22.75	1706.25
13	Airway Nasal 28FR PVC RUSCH	No	Rusch	123327	BOX	10 per box <u> / </u>	40	22.75	910.00
14	Cannula, Nasal Adult, Conventional, Straight	No	Vent Lab	1007	CASE	50 per case <u> / </u>	100	48.86	4886.00
15	ET Introducer Bougie Type, Adult 15FR w/Coude tip,	No	Sunmed	9-0212-70	BOX	10 per box <u> / </u>	35	70.67	2473.45
16	ET Tube 3.5mm, Cuffed, with stylet	No	Aircare	100-102-035	BOX	10 per box <u> / </u>	40	25.25	1010.00
17	ET Tube 4.0mm, Cuffed, with stylet	No	Aircare	100-102-040	BOX	10 per box <u> / </u>	30	25.25	757.50
18	ET Tube 4.5mm, Cuffed, with stylet	No	Aircare	100-102-045	BOX	10 per box <u> / </u>	30	25.25	757.50
19	ET Tube 5.0mm Cuffed with stylet	No	Aircare	100-102-050	BOX	10 per box <u> / </u>	30	25.25	757.50
20	ET Tube 6.0 Cuffed with stylet	No	Aircare	100-102-060	BOX	10 per box <u> / </u>	80	25.25	2020.00
21	ET Tube 7.0 Cuffed with stylet	No	Aircare	100-102-070	BOX	10 per box <u> / </u>	200	25.25	5050.00
22	ET Tube 8.0 Cuffed with stylet	No	Aircare	100-102-080	BOX	10 per box <u> / </u>	80	25.25	2020.00
23	ET Tube, 2.5mm Cuffed, Supre Safety Cuffed 2.5mm	No	Teleflex	112480025	BOX	10 per box <u> / </u>	40	25.25	1010.00
24	ET Tube, 3.0mm Cuffed, with stylet	No	Aircare	100-102-030	BOX	10 per box <u> / </u>	40	25.25	1010.00
25	ET Tube, Holder, Adult	No	Laerdal	600-10000	BOX	25 per box 100 / CASE	80 20	309.00	6180.00
26	ET Tube, Holder, Pediatric	No	Laerdal	600-20000	BOX	25 per box 1 / EA	80 750	3.09	2317.50
27	Humidifier Kit, Prefilled 500ml,	No	CareFusion	002620	CASE	12 per case <u> / </u>	25	45.59	1139.75
28	Laryngoscope Blade, Mac 2 Greenline	No	Sunmed	5-5332-02	CASE	20 per case 1 / EA	20 400	5.14	2056.00
29	Laryngoscope Blade, Mac 3 Greenline	No	Sunmed	5-5332-03	CASE	20 per case 1 / EA	20 400	5.14	2056.00
30	Laryngoscope Blade, Mac 4	No	Sunmed	5-5332-01	CASE	20 per case	40	103.00	4120.00

	Greenline					<u> / </u>			
31	Laryngoscope Blade, Miller0 Greenline	No	Sunmed	5-5333-00	CASE	20 per case <u>1 / EA</u>	10 200	5.14	1028.00
32	Laryngoscope Blade, Miller1 Greenline	No	Sunmed	5-5333-01	CASE	20 per case <u>1 / EA</u>	10 200	5.14	1028.00
33	Laryngoscope Blade, Miller2 Greenline	No	Sunmed	5-5333-02	CASE	20 per case <u>1 / EA</u>	20 400	5.14	2056.00
34	Laryngoscope Blade, Miller3 Greenline	No	Sunmed	5-5333-03	CASE	20 per case <u>1 / EA</u>	20 400	5.14	2056.00
35	Laryngoscope Handle, Fiber Optic Greenline, Medium Handle	No	Sunmed	5-0236-09	EACH	<u> / </u>	75	52.19	3914.25
36	Mask Non-Rebreathing, Adult w/o Safety Vent, HUDSON RCI/TELEFLEX	No	Hudson RCI	1060	CASE	<u> / </u>	250	81.25	20312.50
37	Mask Non-Rebreathing, Pediatric, w/Safety Vent, HUDSON RCI/TELEFLEX RUSCH	No	Hudson RCI	1058	CASE	50 per case <u>1 / EA</u>	50 2500	1.88	4700.00
38	Mask Resuscitator Spur II Pediatric	No	Ambu	531614000	CASE	<u> / </u>	100	273.00	27,300.00
39	Mask Resuscitator Spur II Adult	No	Ambu	521611000	CASE	<u> / </u>	500	69.10	34,550.00
40	Nebulizer, MicroMist w/Tee, TELEFLEX RUSCH	No	Rusch	1883	CASE	<u> / </u>	75	48.86	3664.50
41	Salem Sump 16fr/ch (5.3mm) x48"(122cm)	No	Covidien	8888265132	CASE	<u> / </u>	20	199.10	3982.00
42	Stopcock 3way, SPIN-LOCK+2 Female luerlock ports NO SUB	No	B Braun	456003	CASE	<u> / </u>	100	69.32	6932.00
43	Suction Canister 1200cc	No	Dynarex	4675	CASE	<u> / </u>	25	109.10	2727.50
44	Suction Catheter 10FR, Coiled	No	Dynarex	4810	CASE	<u> / </u>	10	10.00	100.00
45	Suction Catheter 12FR, Coiled	No	Dynarex	4812	CASE	<u> / </u>	10	10.00	100.00
46	Suction Catheter 14FR, Coiled	No	Dynarex	4814	CASE	<u> / </u>	10	10.00	100.00
47	Suction Catheter 16FR, Coiled	No	Dynarex	4816	CASE	<u> / </u>	10	10.00	100.00
48	Suction Catheter 18FR, Coiled	No	Dynarex	4818	CASE	<u> / </u>	10	10.00	100.00

49	Suction Catheter 5FR, Coiled	No	Covidien	30500	CASE	50 per case ____/____	10	26.25	262.50
50	Suction Catheter 8FR, Coiled	No	Dynarex	4808	CASE	50 per case ____/____	10	10.00	100.00
51	Superset 22MM w/dbl Swivel Elbow	No	Intersurgical	3509031	CASE	50 per case ____/____	10	225.00	2250.00
52	Tubing Suction Latex Free Sterile 6' w/Straw Connector	Yes	Dynarex MFR: _____	4682	CASE	50 per case ____/____	35	136.40	4774.00
Category A Total Price:		\$ 168,093.45							

CATEGORY B: SYRINGE & NEEDLES

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity	Unit Price	Extended Total (Unit Price X Est. Annual Qty.)
1	Micro Pin Non- Vented, Vial Access Luer Lock Connector	No	B Braun	415019	BOX	100 per box ____/____	50	32.28	1614.00
2	Needle, 21g x 1½ inches, Eclipse	No	BD	305765	BOX	100 per box ____/____	120	22.73	2727.60
3	Needle, Monoject Filter 18gx1.5"	No	Covidien	8881305117	BOX	100 per box ____/____	10	32.93	329.30
4	Syringe Omnifix, 5cc, Luer-Lok	No	B Braun	4617053V-02	BOX	100 per box ____/____	50	14.77	738.50
5	Syringe, 1cc Luer Lock	No	BD	309628	BOX	100 per box ____/____	40	40.35	1614.00
6	Syringe, 30cc Luer- Lok, Latex Free	No	BD	302832	BOX	56 per box ____/____	50	20.25	1012.50
7	Syringe, 3cc Vial Access Cannula	No	BD	303401	CASE	800 per case 100/box	15 120	41.17	4940.40
8	Syringe, Omnifix 10cc Luer-Lok	No	B Braun	4617100V-02	BOX	100 per box ____/____	40	20.45	818.00
Category B Total Price:		\$ 13,794.30							

CATEGORY C: IV SUPPLIES

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity	Unit Price	Extended Total (Unit Price X Est. Annual Qty.)
1	I.V. Catheter BD Autoguard 14G x 45mm	No	BD	381467	Case	200 per case _____/____	20	503.60	10,072.00
2	I.V. Catheter BD Insyte Autoguard 16G x 30mm	No	BD	382554	Case	200 per case _____/____	40	503.60	20,144.00
3	I.V. Catheter BD Insyte Autoguard 18G x 30mm	No	BD	382544	Case	200 per case _____/____	200	477.80	95,560.00
4	I.V. Catheter BD Insyte Autoguard 20G x 30mm	No	BD	382534	Case	200 per case _____/____	250	477.80	119,450.00
5	I.V. Catheter BD Insyte Autoguard 22G x 25mm	No	BD	382523	Case	200 per case _____/____	40	477.80	19,112.00
6	I.V. Catheter BD Insyte Autoguard 24G x 19mm	No	BD	382513	Case	200 per case _____/____	25	477.80	11,945.00
7	IV Pump Set, Infusomat, 15drop/ml Universal spike	No	B Braun	362031	Case	24 per case _____/____	50	169.50	8475.00
8	Surecan Safety Needle 20G x 20MM	No	B Braun	4447006-02	Case	100 per case _____/____	5	521.70	2,608.50
9	Surecan Safety Needle 20G x 25MM	No	B Braun	4447007-02	Case	100 per case _____/____	5	521.70	2,608.50
10	Surecan Safety Needle 20G x 38MM	No	B Braun	4447009-02	Case	100 per case _____/____	5	874.60	4,373.00
Category C Total Price:		\$ <u>293,268.00</u>							

CATEGORY D: FIRST AID

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity	Unit Price	Extended Total (Unit Price X Est. Annual Qty.)
1	Abdominal Pad 8x10, NonWoven Sterile	Yes	Dukal Mckesson MFR: _____	5840 16-4254	CASE	320 per case 360/case	20 18	127.50	2295.00
2	Alcohol Prep Pad, Sterile 1.75" x 3.3" 2ply LG	Yes	Dukal MFR: <u>DYNAREX</u>	861 1113	CASE	1000 per case 2000/case	250 125	14.20	1775.00
3	Alcohol, Isopropyl 70%, 16oz	Yes	Hydrox Lab MFR: _____	D0022	CASE	12bt/cs /	300	19.07	5721.00

4	Armboard Infant White, 2"x6"	No	PDC	45010-11-MPF	CASE	50 per case ____/____	5	57.70	288.50
5	Baby Bunting, Sterilized Metalized Polyester Film, Single use wrap	Yes	PrimaCare MFR: _____	CS-6835	PACK	12 per pack ____/EA	150 1800	1.98	3564.00
6	Bag Vomit Emesis Sickness Graduations,	No	Medline	NON70600	CASE	500 per case ____/____	40	119.60	7984.00
7	Bandage CoFlex NL 2"x5YD LF Blue	No	Andover	5200BL	CASE	36 per case ____/____	350	49.82	17,437.00
8	Bandage CoFlex NL 3x5YD LF Blue	No	Andover	5300BL	CASE	24 per case ____/____	300	40.94	12,282.00
9	Bandage Gauze Roll, 3"x12', Sterile,	Yes	Covidien MFR: _____	441505	CASE	96 per case ____/____	30	32.37	971.10
10	Bandage Gauze Roll, 4"x12', Sterile,	Yes	Covidien MFR: <u>DYNAREX</u>	441506 3161	CASE	96 per case 100/CASE	25 24	71.55	1717.20
11	Bandage, Gauze Roll 2" x12', Sterile,	Yes	Covidien MFR: _____	441504	CASE	96 per case ____/____	25	50.56	1264.00
12	Bandage, Gauze Roll, 6in x 4 yd,	Yes	Covidien HENRY MFR: <u>SCHEIN</u>	441507 1044293	CASE	48 per case ____/____	40	36.45	1458.00
13	Bandage, Triangular, 37"x37"x52", Cotton Muslim Gauze	No	Dukal	TB37	CASE	240 per case ____/____	25	161.80	4045.00
14	BandAid Fabric 1x3, CAREBAND #125844/CBD4019, 100/bx 12bx/cs	Yes	Gareband MFR: <u>DYNAREX</u>	425844 3612	CASE	1200 per case 2400/CASE	20 10	46.99	469.90
15	Burn Sheet 60x96 in	Yes	GAMINT MEDSOURCE MFR: _____	050-3001 0100 850033	CASE	42 per case 50/CASE	40 10	77.27	772.70
16	Chlorhexidine 2% Prep Pad, 4.5cmx8.5cm	Yes	Reynard MFR: _____	RHS421	CASE	1000 per case ____/____	20	79.55	1591.00
17	Cloth Tape 1"x10yd, DYNAREX #3562, 12/bx 12bx/cs	No	Dynarex	3562	CASE	144 per case ____/____	20	89.77	1795.40
18	Cloth Tape 2"x10yd, 6/bx 12bx/cs	No	Dynarex	35632	CASE	72 per case ____/____	90	89.77	8079.30
19	Dressing Multi-Trauma, Sterile, 12"x30"	Yes	Medsource MFR: _____	GXM001	CASE	25 per case ____/____	50	26.14	1307.00
20	Dressing Veni Gard Adult IV Stabilization, 100/bx 5bx/cs	No	Conmed	705-4431	CASE	500 per case ____/____	125	212.90	26,612.50
21	Gauze Petrolatum, Sterile 3"x18, 12/bx 6bx/cs	No	Derma Sciences	DKC20059	CASE	72 per case ____/____	10	77.18	771.80
22	Gauze Sponge 4x4, 4Ply NonWoven Non-	Yes	Dynarex MFR: _____	DYN3254	CASE	2000 per case ____/____	100	22.61	2261.00

	Sterile, 200/pk 10pk/cs								
23	Gauze Sponge 4x4, 4Ply NonWoven Sterile, 100/bx 12bx/cs	Yes	Dukal MFR: DYNAREX	1442 3254	CASE	1200 per case <u>2000 CASE</u>	20 19	34.09	647.71
24	Hydrogen Peroxide 3%, 16oz, 12bt/cs	Yes	Hydrox Lab HENRY MFR: SCHEIN	B0012 1127069	CASE	12 per case <u>12 / CASE</u>	250 6	6.54	1635.00
25	Splint, Ankle/Foot Air with Push/Pull Valves	No	Mayflower Splint Co.	Ankle/Foot Adult 15"	CASE	50 per case <u>6 / BX</u>	45 125	74.52	9315.00
26	Splint, Economy, Wood, 1/2 Foam Padded Board, 15" length	Yes	Morrison MFR: _____	1815	EACH	Each _____/	500	2.73	1365.00
27	Splint, Economy, Wood, 1/2 Foam Padded Board, 36" length	Yes	Morrison MFR: _____	1836	EACH	Each _____/	200	4.84	968.00
28	Splint, Economy, Wood, 1/2 Foam Padded Board, 54" length	Yes	Morrison MFR: _____	1854	EACH	Each _____/	100	6.89	689.00
29	Splint, Full Arm Air with Push/Pull Valves, Adult 32"	No	Mayflower Splint Co.	Full Arm Adult 32"	CASE	50 per case <u>1 / EA</u>	10 500	10.92	5460.00
30	Splint, Full Leg Air with Push/Pull Valves, Adult 32"	No	Mayflower Splint Co.	Full Leg Adult 32"	CASE	50 per case <u>1 / EA</u>	10 500	12.51	6255.00
31	Splint, Half Arm Air with Push/Pull Valves, Adult 25"	No	Mayflower Splint Co.	Half Arm Adult 25"	CASE	50 per case <u>1 / EA</u>	40 500	8.68	4340.00
32	Splint, Half Leg Air with Push/Pull Valves, Adult 25"	No	Mayflower Splint Co.	Half Leg Adult 25"	CASE	50 per case <u>1 / EA</u>	10 500	10.92	5460.00
33	Splint, Hand and Wrist Air with Push/Pull Valves,	No	Mayflower Splint Co.	Hand/Wrist Adult 15"	CASE	50 per case <u>1 / EA</u>	40 500	7.50	3750.00
34	Tourniquet 1x18 LatexFree, Orange, 250/pk 4pk/cs	No	Dawnmist	NLT44250R	CASE	1000 per case _____/	30	205.60	6168.00
Category D Total Price:		\$ 150,515.11							

CATEGORY E: EMS SUPPLIES

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity	Unit Price	Extended Total (Unit Price X Est. Annual Qty.)
1	Ambu Blue Sensor, Adult Foam Electrode 48mm w/snap	No	Ambu	R00S25	CASE	25/pk 40pk/cs _____/	750	9.60	7200.00
2	Ambu Blue Sensor N	No	Ambu	N-00-S/25	CASE	25/pk 40pk/cs <u>25 / PK</u>	8 320	13.67	4374.40
3	Baby Powder, Corn starch 2oz	Yes	Dukal MFR: _____	BP02	CASE	96 per case _____/	2	32.48	64.96
4	Blanket Airlaid/Poly	No	Graham Medical	53382	CASE	25 per case	800	84.30	42,150.00

	Visi, Yellow 50"x84"					____/____			
5	Collar cervical, Mini Perfit Ace, Adjustable PEDI	No	Ambu	281106	CASE	30 per case ____/____	25	154.50	3862.50
6	Collar Cervical, Perfit ACE Adjustable ADULT	No	Ambu	281000	CASE	30 per case ____/____	240	154.50	37,080.00
7	Container, Sharps Mailbox Style Lid, RED 5qt	No	Covidien	85131	CASE	20 per case ____/____	38	100.70	3826.60
8	Container, Sharps for Phlebotomy RED 1 qt	No	Covidien	8900SA	CASE	100 per case ____/____	7	213.60	1495.20
9	CUFF B/P, Black ADULT XL	No	ADC	700-12XBX	EA	1 per each ____/____	100	48.67	4867.00
10	CUFF B/P, Black ADULT	No	ADC	700-11ABK	EA	1 per each ____/____	300	42.18	12,654.00
11	CUFF B/P, Black CHILD	No	ADC	700-9CBK	EA	1 per each ____/____	150	42.18	6327.00
12	CUFF B/P, Black INFANT	No	ADC	700-71BK	EA	1 per each ____/____	100	42.18	4218.00
13	CUFF B/P, Black THIGH	No	ADC	700-13TBK	EA	1 per each ____/____	50	52.06	2603.00
14	Forceps, Kelly 5- 1/2", Stainless Steel	Yes	ADC MFR: <u>CHANBY</u>	311 CH 118S	EA	1 per each ____/____	75	1.09	81.75
15	Forceps, Magill Adult 9-3/4", Stainless Steel	Yes	ADC MFR: _____	316	EA	1 per each ____/____	50	4.21	210.50
16	Forceps, Magill Pedi 8", Stainless Steel	Yes	ADC MFR: _____	315	EA	1 per each ____/____	50	4.21	210.50
17	Glasses, Safety Anti Fog Smoke Lens	No	Nemesis	22475	BOX	12 per box ____/____	40	51.44	2057.60
18	Glasses, Safety Goggles	Yes	3M HONEYWELL MFR: <u>SAFETY</u> <u>PRODUCTS</u>	4444- 00000-100 A800	BOX	20 per box <u>10/Box</u>	2 4	17.90	71.60
19	Glasses, Safety Polycarbonate Clear Lens	No	Nemesis	25676	BOX	12 per box ____/____	100	41.53	4153.00
20	Glasses, Safety Polycarbonate Lt Blue Lens	No	Nemesis	19639	BOX	12 per box ____/____	20	43.86	877.20
21	Glasses, Safety Readers +1.0 Anti- Scratch Lens	No	Nemesis	KC28618	BOX	6 per box ____/____	10	50.02	500.20
22	Glasses, Safety Readers +1.5 Anti- Scratch Lens	No	Nemesis	KC28621	BOX	6 per box ____/____	10	50.02	500.20
23	Glasses, Safety Readers +2.0 Anti-	No	Nemesis	KC28624	BOX	6 per box	10		

	Scratch Lens					____/____	10	80.93	809.30
24	Glasses, Safety Readers +2.5	No	Pyramex	SB1810R25	BOX	6 per box ____/____	6	80.93	485.58
25	Glasses, Safety Readers +3.0	No	Pyramex	SV1810R30	BOX	6 per box ____/____	4	80.93	323.72
26	Glasses, Safety, Large Black Nylon Case w/Belt Loop	No	Crews	204	BOX	12 per box ____/____	5	65.59	327.95
27	Glove Exam Diamond Grip MICROFLEX	Yes	MicroFlex MFR: _____	MF-300-L	CASE	10 box per case ____/____	6	114.80	688.80
28	Glove Exam Diamond Grip	Yes	MicroFlex MFR: _____	MF-300-M	CASE	10 box per case ____/____	4	114.80	459.20
29	Glove Exam Diamond Grip	Yes	MicroFlex MFR: _____	MF-300-S	CASE	10 box per case ____/____	2	114.80	229.60
30	Glove Exam Diamond Grip	Yes	MicroFlex MFR: _____	MF-300-XL	CASE	10 box per case ____/____	6	114.80	688.80
31	Glove Exam Nitrile EP Orange 2XL	No	IHC	189400	CASE	10 box per case ____/____	100	108.30	10,830.00
32	Glove Exam Nitrile EP Orange 3XL	No	IHC	189450	CASE	10 box per case ____/____	30	108.30	3249.00
33	Glove Exam Nitrile EP Orange L	No	IHC	189300	CASE	10 box per case ____/____	2000	108.30	216,600.00
34	Glove Exam Nitrile EP Orange M	No	IHC	189200	CASE	10 box per case ____/____	500	108.30	54,150.00
35	Glove Exam Nitrile EP Orange SM	No	IHC	189100	CASE	10 box per case ____/____	150	108.30	16,245.00
36	Glove Exam Nitrile EP Orange XL	No	IHC	189350	CASE	10 box per case ____/____	600	108.30	64,980.00
37	Hand Sanitizer, Alcohol Based	Yes	Dukal MFR: _____	HS3787	CASE	96 per case ____/____	110	87.51	9626.10
38	Holster Jr Vertical Holster Black	Yes	ADC MFR: _____	250BK	EA	2 per each ____/____	150	10.82	1623.00
39	Lice Killing Shampoo, 4oz	Yes	Perrigo MFR: _____	49348-044334	CASE	12 per case ____/____	48	177.00	4248.00
40	Mask - Surgical	Yes	Any	Any	BOX	100 per box	100		

	Disposable with Earloop Face Mask		OTM MFR: <u>HALYARD</u>			<u>50 / Box</u>	<u>200</u>	<u>15.36</u>	<u>3072.00</u>
41	Nose Clip, Grooved Disp Rubber Pad White	Yes	A-M Systems MFR: _____	166000	CASE	100 per case _____/_____ 1	4 1	<u>42.36</u>	<u>169.44</u>
42	Obstetrical Kit, Bagged	No	Dynarex	4902	CASE	10 per case _____/_____ 1	34	<u>53.41</u>	<u>1815.94</u>
43	Pack Cold Instant, Up to 25 Degrees F, 5"x9"	No	Dynarex	4512	CASE	24 per case _____/_____ 1	575	<u>9.65</u>	<u>5548.75</u>
44	Pack, Hot Instant, Up to 140 Degrees F, 5"x9"	No	Dynarex	4516	CASE	24 per case _____/_____ 1	140	<u>10.80</u>	<u>1512.00</u>
45	Penlight w/Pupil Gauge	Yes	Aaron Bowie MFR: <u>DYNAREX</u>	66RN	PACK	6 per pack <u>6 / PACK</u>	100	<u>3.69</u>	<u>369.00</u>
46	Restraint, Strap Wrist BLACK	No	DMS	1290	EA	1 per each _____/_____ 1	80	<u>13.97</u>	<u>1117.60</u>
47	Restraint, Straps BLACK, Metal Push Buckle 2pc	No	DMS	11152BK	CASE	50 per case <u>1 / EA</u>	60 <u>300</u>	<u>14.77</u>	<u>4431.00</u>
48	Restraint, Straps Extension BLACK	No	DMS	1218	CASE	50 per case _____/_____ 1	200	<u>11.14</u>	<u>2228.00</u>
49	Restraint, Straps MAROON, Metal Push Buckle 2pc	No	DMS	11152MA	CASE	50 per case _____/_____ 1	36	<u>8.45</u>	<u>304.20</u>
50	Ring Cutter, Chrome	No	American Diagnostics	380	EA	1 per each _____/_____ 1	40	<u>15.13</u>	<u>605.20</u>
51	Rochester-Pean Forceps, Curved 7 1/4 " Sterile	No	Sklar	96-3008	BOX	25 per box _____/_____ 1	10	<u>660.80</u>	<u>6608.00</u>
52	Sensor Adhesive, M-LNCS Infant 18"	No	Masimo	2512	BOX	20 per box _____/_____ 1	50	<u>268.20</u>	<u>13,410.00</u>
53	Sensor Adhesive, M-LNCS Neo/Adult 18"	No	Masimo	2514	BOX	20 per box _____/_____ 1	50	<u>322.80</u>	<u>16,140.00</u>
54	Shears EMT, Neon Orange 7.25"	Yes	ADC Medical MEDSOURCE MFR: _____	320NO <u>MS-SH0080</u>	BOX	10 per box <u>1 / EA</u>	700	<u>1.01</u>	<u>707.00</u>
55	Sheet Drape 3-Ply WHITE 40"x48"	No	Graham Medical	302	CASE	100 per case _____/_____ 1	525	<u>21.45</u>	<u>11,282.25</u>
56	Sheet, Fitted, G Force BLUE, 36"x90"	No	Taylor	90- GFRC3690	CASE	30 per case _____/_____ 1	1000	<u>52.93</u>	<u>52,930.00</u>
57	Shield Eye, Aluminum w/cover	Yes	Grafco McKesson MFR: _____	4278AW <u>63-4476-1</u>	BOX	50 per box _____/_____ 1	3	<u>78.12</u>	<u>234.36</u>
58	Stethoscope, Adscope 641 Sprague 22" tubing	Yes	ADC MFR: <u>DYNAREX</u>	641BK <u>7135</u>	EA	1 per each <u>1 / EACH</u>	200	<u>4.09</u>	<u>818.00</u>
59	Thermometer, Adtemp 6 sec	No	ADC	427	EA	1 per each	100	<u>9.72</u>	<u>972.00</u>

	Conductive Temple					____/____			
60	Thermometer, Oral, ADC 413B-00ADTEMP II	Yes	ADC MFR: _____	413B-00ADTEMP II	BOX	50 per box <u>1 / EA</u>	20	3.82	76.40
61	Urinal Male w/Hanging Lid, 1000cc	Yes	Medegen Gmax MFR: <u>INDUSTRIES</u>	H140-01 GP300	CASE CASE	50 per case <u>50 / CASE</u>	2	20.64	41.28
Category E Total Price:		\$ <u>649,341.68</u>							

CATEGORY F: EMS EQUIPMENT

Item	Description	Substitution Allowed	MFG	Part #	UoM	Packaging	Estimated Annual Quantity	Unit Price	Extended Total (Unit Price X Est. Annual Qty.)
1	Backboard, Ultra Loc YELLOW 16" w/logo	No	Iron Duck	35900	EACH	Each ____/____	40	151.50	6060.00
2	Backboard, Ultra Short YELLOW, No Pins	No	Iron Duck	35955	EACH	Each ____/____	20	62.30	1246.00
3	Bag AED Pannier Black	No	Meret	R/B1326BK	EACH	Each ____/____	10	141.00	1410.00
4	Bag Bikers Trauma O2 Pack Black	No	Meret	R/B1310BK	EACH	Each ____/____	10	154.24	1542.40
5	Bag O2 Pannier Black	No	Meret	R/B1323BK	EACH	Each ____/____	10	137.29	1372.90
6	Bag, Omni Pro Infection Control Black	No	Meret	MEPM5101-TB	EACH	Each ____/____	80	67.94	5435.20
7	Bag, Personal Response Infection Control Black	No	Meret	MEPM5102	EACH	Each ____/____	50	224.90	11245.00
8	Case Resuscitator, ORANGE, Molded Plastic	No	Allied Healthcare	L040088	EACH	Each ____/____	20	151.80	3036.00
9	Cylinder Jumbo D w/toggle CGA870	No	Cramer Decker	K870DJT	EACH	Each ____/____	30	79.94	2398.20
10	Pedimate, Pediatric Restraint (4.5-18kg) 5-point	No	Ferno	313778	EACH	Each ____/____	25	326.50	8162.50
11	Regulator Oxygen, All Brass 2 DISS, Lifetime Warranty	No	Meret	EMSMREG8 725-B2D	EACH	Each ____/____	120	124.90	14,988.00
12	Regulator Washer, Brass/Viton	No	Meret	AREG-100WB50	PACK	50 per pack ____/____	6	26.38	158.10
13	Seal Pull -Tight, Numbered BLACK	No	HCL	18319K	PACK	100 per pack ____/____	150	15.15	2272.50
14	Seal Pull -Tight,	No	HCL	7820	PACK	100 per pack	150	21.37	3205.5

	Numbered RED					____/____			
15	Splint Traction Adult, SVTS-FA Length max 54"-min 36"	No	Femo	822182	EACH	Each ____/____	30	398.10	11,943.00
16	Splint Traction Pediatric, SVTS-FC Length max 47"-min 32"	No	Femo	822181	EACH	Each ____/____	20	424.00	8480.00
17	Stretcher Scoop w/Pins	No	Femo	FER-107953	EACH	Each ____/____	20	1085.00	21,700.00
18	Stretcher, Titan, PVC, nylon webbing Suregrip handles	No	Taylor	44-TT4080	CASE	5 per case 10, case	30 15	146.70	2200.50
19	Thermometer Temporal Scanner TAT5000	No	Exergen	124275	EACH	Each ____/____	30	483.00	14,790.00
20	Wrench Metal, D Cylinder, CGA std valve stem LARGE	Yes	Hudson RCI MFR: _____	5080	EACH	Each ____/____	40	3.87	154.80
21	Wrench Metallic, for D Cylinders SMALL	Yes	Sunmed WESTERN MFR: MEDICAL	7-9988-02 MCW-28	EACH	Each ____/____	40	2.36	94.40
Category F Total Price:		\$ 121,895.00							

Prompt Payment Discount: 0 % 0 days. (If no discount is offered, Net 30 will apply.)

Account Representative

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

Name: ERNEST HERNANDEZ
Title: VICE PRESIDENT
Office Phone: 210 731 8390
Fax: 877 215 3791
Email: ehernandez@hemedsupply.com

Order Placement Information

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

Orders shall be placed via: (check all that apply) _____ Fax ☒ Phone ☒ Internet
Phone Number: 210-731-8390
Fax: 877-215-3791
Contact Person: ERNEST HERNANDEZ

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

SOLICITATION NAME/NUMBER: 6100011705

Section 1: Prime Contractor

Name of PRIME CONTRACTOR:	B&E MEDICAL SUPPLY and EQUIPMENT, LLC	
Physical Address:	1933 FREDERICKSBURG RD #106	
City, State, Zip Code:	SAN ANTONIO, TX 78201	
Phone Number:	210 731 8390	
Email Address:	ehernandez@bemedsupply.com	
Is PRIME CONTRACTOR 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 PRIME CONTRACTOR 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 PRIME CONTRACTOR as a VOSB. Include any identifying certification numbers.	N/A	
Participation Percentage:	N/A	
Participation Dollar Amount:	N/A	

Section 2: Subcontractor

Is PRIME CONTRACTOR subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR 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 SUBCONTRACTOR 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 SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

City of San Antonio
Veteran-Owned Small Business (VOSB) Preference Program Identification Form

Section 3: Joint Ventures

Is Respondent submitting as part of a joint venture? (circle one)	Yes	<input checked="" type="radio"/> No
Name of Joint Venture VOSB Member:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Percentage of Ownership of Joint Venture by VOSB Member:		
Is Joint Venture VOSB Member certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Joint Venture VOSB Member certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Joint Venture VOSB Member as a VOSB. Include any identifying certification numbers.		
VOSB Member's Percentage Share in Profits / Loss of Joint Venture		

City of San Antonio
Veteran-Owned Small Business (VOSB) Preference Program Identification Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

RESPONDENT'S FULL NAME:

ERNEST HERNANDEZ
(Print Name) Authorized Representative of Respondent


(Signature) Authorized Representative of Respondent

VICE PRESIDENT
Title

11-23-19
Date

This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.

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

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

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

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

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

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

SOLICITATION NAME/NUMBER: SAFI MEDICAL SUPPLIES & EQUIPMENT 6100011705

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

Name of Business:	B&E MEDICAL SUPPLY and EQUIPMENT, LLC	
Physical Address:	1933 FREDERICKSBURG ROAD #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:	<u>7</u>	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	<input checked="" type="radio"/> Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	<input checked="" type="radio"/> Yes	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

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:

ERNEST HERNANDEZ
(Print Name) Authorized Representative of Bidder / Respondent


(Signature) Authorized Representative of Bidder / Respondent

VICE PRESIDENT
Title

12-9-19
Date

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



CITY OF SAN ANTONIO SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Medical Supplies and Equipment*

PRIME CONTRACTOR NAME:

B&E MEDICAL SUPPLY AND EQUIPMENT, 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) 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		25%	100	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

Name

ERNEST HERNANDEZ

Title

VICE PRESIDENT

Director or Designee of Economic Development:

Sign and Date

☐ APPROVED

☐ DENIED

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	B&E MEDICAL SUPPLY AND EQUIPMENT, LLC	Yes		100	25726
SUB	SELF BID				
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					
SUB					