



**CITY OF SAN ANTONIO**  
*Finance Department - Procurement Division*

FORMAL INVITATION FOR BID ("IFB") NO.: 6100018789

FORMAL ANNUAL CONTRACT FOR OFFICE, COMPUTER, ELECTRONICS  
AND BREAKROOM SUPPLIES - CITYWIDE

Date Issued: JANUARY 8, 2025

BIDS MUST BE RECEIVED **NO LATER THAN:**  
2:00 PM CST JANUARY 31, 2025

**Bids MUST be submitted Electronically through the City's SAePS Vendor Portal**

Bid Bond: NONE      Performance Bond: NONE      Payment Bond: NONE      Other: NONE

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NONE      DBE / ACDBE Requirements: NONE

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

Pre-Submittal Conference \* YES

**A Pre-Submittal Conference is scheduled, for January 15, 2025, at 10:00 a.m. Central Time.** The Pre-Submittal Conference will be held via WebEx meeting. Prospective Respondents may join the WebEx using the following instructions:

**WebEx Call-in: 1-415-655-0001**

**Meeting Number (Access Code): 2631 772 0620**

**Meeting Password: # COSA**

**WebEx Link:** <https://sanantonio.webex.com/sanantonio/j.php?MTID=mb98cdf6e27dba35c66350cc600d8b7ca>

Staff Contact Person: VELMA FONTENOT, PROCUREMENT SPECIALIST II.  
Email: VELMA.FONTENOT@SANANTONIO.GOV

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### 003 - INSTRUCTIONS FOR BIDDERS

#### Submission of Bids.

**\*\*Bid submissions will only be accepted electronically through City's SAePS Portal\*\***

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

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

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

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

Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

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

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

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

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

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

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. Manufacturers' catalogs may be submitted in any of the following formats: paper copy, flash drive or CD ROM. **Catalogs shall be mailed to the Finance Department, Procurement Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to bid opening.** Bidder shall submit a PDF file for proposals submitted electronically.

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

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

### Restrictions on Communication.

Bidders are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the IFB or bids from the time the IFB has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an “A” session; and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder’s bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference. If a Pre-Submittal Conference is not held Bidders may ask questions via email.

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

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

Bidders and/or their agents are encouraged to contact the Small Business Office of the Economic Development Department for assistance or clarification with issues specifically related to the City’s Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov). *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Respondents may contact the Vendor Support staff at (210) 207-0118 or by email at [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) for assistance with vendor registration and/or submitting electronic bids.

### Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City’s responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

Respondents who join the WebEx Pre-Bid Conference are highly encouraged to email the solicitation’s Staff Contact Person confirming Respondent attendance and participation through the WebEx. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

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

### Changes to IFB.

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

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

## Preparation of Bids.

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

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

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

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

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

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

## Description of Supplies.

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

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

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

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

## Estimated Quantities for Annual Contracts.

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

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

Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by

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

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

#### Interlocal Participation.

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

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

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

#### Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

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

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

Join by phone: 415-655-0001 (Toll-free Dial-In)

Meeting number (access code): 2630 003 5297

Meeting password: COSA

Meeting link:

<https://sanantonio.webex.com/sanantonio/j.php?MTID=ma673c6c7d0d45e4f617220d952b17be0>

#### Evaluation and Award of Contract.

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

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

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

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

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount. For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

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

#### Bid Protest Procedures.

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

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

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

#### Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-42 and §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 a bid, Bidder warrants and certifies, and a contract awarded pursuant to this IFB is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

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

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/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf>

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

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

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



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

### 4.1 **SCOPE**

The City of San Antonio ("City" or "COSA") is soliciting bids for the purchase and delivery of a wide assortment of general office, break room, school, and computer supplies as well as office equipment, calendars, planners and visual presentation aids in accordance with the specifications listed herein. This contract will provide catalog discount pricing for an unknown quantity to be purchased on an "as needed" basis by various departments and facilities throughout the City.

### 4.2 **VENDOR REQUIREMENTS:**

4.2.1 Bidder shall offer an office supplies catalog with a broad range of products.

4.2.2 The office supplies catalog shall include but is not limited to the following categories and sub-categories:

#### Category 1: Badges and Badge Supplies

- Badges and ID Cards, Celluloid and Plastic
- Badge Clips
- Badge Holders, All Types
- Badge Lanyards
- Badge ID Card Reels
- Name Badges, Adhesive and Non-Adhesive Type

#### Category 2: Breakroom

- Bags, Paper, Regular Weight, Heavy Weight, etc.
- Candy
- Cleaning and Disinfecting Wipes
- Cocoa, Hot Chocolate, Tea
- Coffee, Coffee Condiments, Coffee Filters, Coffee Makers, Coffee Supplies, Coffee Urns
- Condiment Organizers, Condiments, Condiments Shakers and Dispensers
- Creamers and Sweeteners
- Cups, Bowls and Plates
- Cutlery
- Dish Detergents
- Facial Tissue
- Food Bags, Food Containers, Food Wrap
- Gum
- Hand Soap
- Kitchen Cleaners
- Napkins
- Snacks (Healthy Crackers, Granola Bars, Nutrition Bars)
- Straws
- Stirrers
- Tablecloths

#### Category 3: Calendars

- Appointment Books
- Desk Calendars, Desk Pads
- Diaries
- Planners
- Organizers
- Student Agendas and Planners
- Wall Calendars including Erasable Calendars

#### Category 4: Chairmats

- Chair Mats, Carpet Protectors, All Types

Category 5: Cleaning and Sanitation

- Adhesive Removers
- Air Fresheners (Spray, Solid and Plug-Ins)
- Brooms, Mops and Dustpans
- Disinfectant Spray (Lysol, Clorox)
- Dusters (Feather and Cloth)
- Furniture Polish (Spray and Wipes)
- Glass Cleaner
- Hand Sanitizers
- Room Deodorants
- Waste Receptacles for office use
- Wipes, Disinfecting and Sanitizing (for Hands or Hard Surfaces)

Category 6: Clocks

- Countdown Clocks
- Electric Clocks
- Time Clocks and Recorders and Accessories
- Wall Clocks

Category 7: Dry Erase and Bulletin Boards

- Boards (Calendar, Schedule, Dispatch, Manning, In/Out, etc.)
- Bulletin Boards (Changeable Letter, Cork, Peg)
- Dry Erase Boards

Category 8: Frames and Sign Holders – not custom

- Award Plaques (Not Custom)
- Blank Certificates
- Certificate Document Covers and Holders
- Certificate Document Frames
- Document and Sign Holders (Stand-Up or Wall Mounted)

Category 9: Office Supplies - Folders and Filing

- Classification Folders, with and without Fasteners (End Tab, Top Tab)
- File Folders, with and without Fasteners (End Tab, Top Tab)
- File Inserts and Tabs
- File Guides (End Tab, Index Card, Top Tab)
- File Fasteners (File and Paper Fasteners, Self-Adhesive File Fasteners)
- File Pockets/Jackets/Sleeves/Wallets
- Hanging File Folders
- Hanging File Folder Frames
- Indexed Sorters (Alpha, Calendar, Numeric and Combo)
- Tabbies

Category 10: Office Supplies - General

- Adding Machine, Calculator, Rolls (Plain, Thermal and Carbonless Type)
- Address Labels
- Adhesives and Applicators (Glue, Mucilage, Paste, etc.)
- Binders, View, Non-View and Zippered
- Binder Sheets: Accounting, Columnar, Index, Journal, Ledger, etc.
- Blotters and Pads, Desk
- Books, Office (Accounting, Address, Columnar, Composition, Memo, Notary, Receipt, Steno, etc.)
- Box Files
- Cash Register Paper (Plain, Thermal, Carbonless, BPA Free)
- Clipboards, Arch Boards, etc.
- Coin Wrappers, Bill Straps, Bank Deposit Bags, etc.

Category 10: Office Supplies – General (continued)

- Covers, Binding, Brief, Manuscript, Portfolios, Pressboard, Report, etc.
- Covers, Sleeve, Cuffettes
- Desk Accessories such as Alphabetizers, Cash Boxes, Desk Files, File Card Cabinets, Letter Sorters, Message Racks, Organizers, Pencil Cups, Suggestion Boxes, etc.
- Dividers
- Drafting Supplies
- Dry Erase Supplies (Cleaners, Cloths, Erasers, Kits)
- Envelopes (Coin, Window, Security)
- Fasteners
- Holders, Form and Memo, Including Spindles
- Index Tabs, Celluloid, Cloth, etc.
- Index Cards, Blank, Ruled, Colored
- Key Rings, All Types
- Labels, Reinforcements, Seals, etc.
- Letter Folders and Openers
- Letter and Card Trays, All Types
- List Finders, Rolodex, Telephone Strips, and Accessories
- Moisteners, Fingertip
- Notary Seals
- Notebooks
- Pads and Tablets (Analysis, Columnar, Figure, Memo, Note, Ruled, Legal, Post-It Notes, Steno, Telephone Message, etc.)
- Paper Binder Clips, Clips, Clamps, Fasteners, Round and Flat Head, Rings, etc.
- Ribbons (Adding Machine, Calculator, Cash Register, Typewriter, etc.)
- Rubber Bands, All Sizes
- Sheet Protectors, All Types
- Staples
- Stock Forms and Labels (Copy Sets, Receiving Forms, Speed Letters, etc.)
- Tacks, Office Use: Map, Thumb, etc., Including Push and T Pins
- Tags, Key, Marking and Shipping
- Tape and Dispensers, Office Type
- Tape, Velcro Type
- Ticket Holders
- Visible Record Supplies (Cards, Flags, Folders, Hinges, Signal, Strips, Tabs, etc.)
- Wastebaskets, Office, All Types

Category 11: Office Supplies - Small Equipment and Aids

- Binding Machines and Supplies (Binding Backs, Binding Combs, Binding Covers)
- Calculators, All Types
- Change Makers, Coin and Bill Counters, Money Handling Machines, etc.
- Collators
- Copy/Document Holders
- Counterfeit Scanning Devices, Including Detector Pens
- Counting Devices, Ticometers, Paper, Tickets, etc.
- Dictating Machines, Accessories and Supplies
- File Cargo Carts, Mobile
- Label Makers and Label Maker Supplies
- Laminating Equipment and Supplies
- Letter Openers
- Magnets
- Magnifiers
- Moisteners, Sanitary; and Rubber Finger Tips, Including Sheet Lifters
- Notary Seal
- Paper Punches, Electric or Manual
- Paper Trimmers

Category 11: Office Supplies - Small Equipment and Aids

- Pencil Sharpeners
- Rulers, All Types
- Scales, Architect/Drafting
- Scissors and Shears for Office
- Shredders
- Shredder Lubricants, Bottled and Sheets
- Shredder Waste Bags
- Stamps, Stock, Number and Date (not custom)
- Stamps, Rubber, Stamp Pads, Stamp Ink and Stamp Racks (not custom)
- Staple Removers
- Staplers, Electric or Manual
- Suggestion Box
- Vacuum Machines, Designed for Office Equipment

Category 12: Office Supplies - Writing Supplies

- Correction Fluid, Pens and Tape
- Dry Erase Erasers and Starter Kits
- Erasers, All Types
- Highlighters
- Markers (Dry Erase, Felt Tip, Permanent)
- Mechanical Pencils and Lead
- Pencils
- Pens
- Pen Refills
- Security Counter Pens and Refills

Category 13: Mailing, Packaging, Shipping and Storage Products

- Bags, Padded, Book Mailing, Shipping, etc., Including Biodegradable
- Boxes and Retention Packaging
- Chipboard, Pasteboard, and Telescoping Boxes
- Corrugated Boxes and Sheets
- Tissue Paper
- Mailing Tubes and Storage Tubes
- Packing Materials for Mailing and Shipping
- Packing List Envelopes, Plastic and Paper
- Paper, Butcher Paper, Freezer Paper, etc.
- Storage Boxes, Plastic and Cardboard
- Stretch Wrap, Shrinkwrap
- Wrapping Paper, Brown Kraft Paper, etc.

Category 14: Paper Products including recycled

- Announcement Stock
- Art Paper
- Boards, Poster, Pressboard, etc.
- Bond Paper, reams only
- Book Paper
- Bristol Paper
- Carbonless Paper
- Card Stock, reams only
- Coated Paper
- Colored Copy Paper, reams and cases
- Cover Stock, reams only
- Facsimile (Fax) Paper
- Gummed Paper
- Index Paper

Category 14: Paper Products (continued)

- Onionskin
- Parchment Paper
- Pressure Sensitive Paper
- Stationery With Envelopes
- Tag Stock
- Tent Cards

Category 15: School Supplies

- Chalk, Crayons, Erasable Markers, Water Colors, Permanent Markers, etc.
- Class Register, Record, and Plan Books
- Classroom Equipment and Supplies (Elmer's Glue, Glitter Pens Pencil Pouch)
- Drawing/Art Supplies: Brushes, Chalk, Colored Pencils, Paints, Crayons)
- Easels, Accessories and Supplies, All Types, Including Flip Charts
- Erasers and Cleaners
- Flannel Boards and Accessories
- Notebooks and Spirals
- Paper Items for Classroom (Composition Books, Scrapbooks, Examination Booklets, Memo Books, Notebook Filler, Tablets, etc.)

Category 16: Tape and Adhesives except tape for office use

- Adhesives (Cement Glue, Rubber Cement, Super-Glue)
- Duct Tape
- Industrial Tape (Graphic Chart, Magnetic, Packaging, Painter's, Shipping)
- Masking Tape
- Mounting Tape and Hooks (Command Products, Double-Sided Tape, Wall Putty, Hook N Loop Strips, Poster Strips)

Category 17: Technology, Electronics and Related Accessories

- Air Dusters and cleaning kits
- Audio and Video Cassettes
- Back Supports
- Batteries including coin batteries
- Cable Management (cable ties, cord concealers, cord covers, cord wraps)
- Cables (HDMI, USB cables and Adapters, VGA Cables)
- Card Readers
- CD/DVD Duplication Systems
- CDs/DVDs
- Computer Cleaning Supplies (air dusters, microfiber towels, screen wipes, tablet wipes)
- Computer/Laptop/Tablet Locks
- Computer Headsets
- Keyboards, wired and wireless, Keyboard Drawers, Keyboard Platforms
- Data Cartridges and Tapes
- Data Storage Supplies (binders, boxes, cases, envelopes, holders, sleeves, wallets)
- Diskettes (BD's, CD's, DVD's)
- Extension Cords
- External Drives
- Foot Rests
- Jewel Cases
- Laptop/Tablet/Notebook Bags, Backpacks, Rolling Cases
- Media Labeling
- Memory Cards
- Mice, Wired and Wireless
- Monitor Privacy Filters
- Monitor Stands
- Mouse Pads

Category 17: Technology/Electronics and Accessories (continued)

- Photo/Video Cables
- Phone Cord Detanglers
- Pointers and Presenters
- Power Strips
- Recording Devices
- Shoulder Rests
- Speakers
- Surge Protectors
- USB/Jump Drives
- Webcams
- Wrist Rests

4.2.3 Availability of an electronic online version of the catalog mailed to the Finance Department, Procurement Division is preferred but not a requirement (see Section 003 – Instructions for Bidders, “Catalog Pricing”). The Vendor’s electronic online catalog shall have the capability of “punch-out” integration with the City of San Antonio’s SAePS e-procurement system (see Section 005, Supplemental Terms and Conditions, “Internal/External Catalog”).

4.2.4 Supplier must be capable of restricting the viewing and ordering of any items that are not part of the awarded City of San Antonio contract whether as a group or individual items within the group. For example, if the supplier provides furniture but furniture was not part of the award, the Vendor must have the capability to restrict the viewing and ordering of furniture. The “punch-out” shall have the following minimum requirements:

- A. Separate web page entrance for COSA shoppers to access.
- B. Display the List Price and COSA Price.
- C. Reference the RFX number – 6100018145 Annual Contract for Office Supplies.
- D. Default to Core List Items first followed by Non-Core Catalog Items whenever COSA shoppers search the online catalog.
- E. Recommend green alternates anytime a search is conducted or an item is placed in a shopping cart.
- F. Restrict the following items from viewing and ordering, either as a group or individual items within the group, which may be exempt from this IFB:

- All Services
- Audio Visual Equipment
- Cameras & Accessories including bags
- Computers, computer hardware and software
- Copiers & Scanners
- Copier Paper, Cases
- Furniture including partitions and panels
- Janitorial Supplies and Equipment
- Medical supplies including first aid kits, OTC medicines and gloves
- Microwaves, Refrigerators, Heaters, and Fans
- Printers
- Printing Services
- Promotional Products
- Telephones
- Any other category as requested by the City of San Antonio

4.2.5 Vendor shall be able to issue COSA one universal log-on ID which will allow users to browse the supplier’s awarded online catalog for budgetary / planning purposes and for creating wish-lists only. Vendor shall restrict COSA employees from placing orders when the universal log-on ID online catalog is utilized. The universal log-on ID online catalog will be posted to the COSA intranet.

- 4.2.6 If required, Vendor must be able to provide training on how to use the online catalog for first time users at no additional cost to the City.
- 4.2.7 Vendor must be capable of making next-day desktop deliveries between 8:00 am and 4:00 pm, Central Time for any purchase order placed by noon (12:00 pm). Deliveries must be made to the desk of the person identified on the purchase order or as otherwise instructed on the purchase order. For all other deliveries, the maximum time to deliver shall be no longer than three calendar days after the purchase order is received. Any delay in delivery must be communicated to the ordering person within 24 hours after the purchase order is received.
- 4.2.8 Vendor shall provide a monthly and quarterly business review. The monthly business review shall report the monthly sales for each category. It will be used by Procurement Staff for auditing purposes. The quarterly business review will be used by COSA Staff to monitor the overall status of the contract. At a minimum, the quarterly business review shall include the following reporting:
  - a. Quarterly sales of each category (core, non-core, non-catalog)
  - b. Off-contract sales reporting
  - c. Green Product purchases
  - d. Spend for local business purchases
  - e. Spend by commodity grouping, individual users and department
  - f. Quarterly and yearly sales comparisons

**4.3 Auditing:** The City may periodically audit invoices to ensure discounts are correctly applied to invoices. Vendor will issue a credit memo for any discrepancies discovered against the City. Any discrepancies in favor of the City will remain as billed.

- 4.3.1 Vendors shall assign an inside/outside representative(s) to manage the City's account for this IFB. The inside representative will be familiar with the City's account and IFB requirements, receive and review City orders, and respond to any issue or questions, including but not limited to returns and credits. The outside representative shall be able to resolve billing and delivery problems or any other issues that may require a personal visit to ordering departments. Vendor must notify the City's Procurement Department immediately of any change in the assigned account representatives throughout the term of the contract.
- 4.3.2 Vendor shall pay for return shipment on any goods that arrive in a defective or inoperable condition. Vendor must arrange for the return shipment of damaged goods.
- 4.3.3 Whenever feasible, all packaging materials to cushion and protect commodities during shipment shall be reusable and/or made of recycled, recyclable, and/or biodegradable materials.
- 4.3.4 Whenever applicable, Vendor shall provide Material Safety Data Sheets (MSDS) to the appropriate ordering department and with the shipment.
- 4.3.5 Vendor shall provide a large selection of "Environmentally Preferred Products". Vendors shall identify the product material and content levels (postconsumer content % and total recovered materials content %) for each proposed product. The content levels shall, at minimum, meet the minimum recommended content levels as identified under the CPG program (<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>). For purposes of this contract, applicable content levels will be those published at the time of the bid submission due date.
- 4.3.6 Backorders are to be kept to a minimum and not to exceed three (3) working days for in-stock items and five (5) working days for non-stock items. 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 the three (3) and five (5) working day stipulations for in-stock and non-stock items, respectively. 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 the 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 may seek the products from another Vendor, as provided in section 006, Failure to Deliver.

#### **4.4 PRICING:**

4.4.1 Contract pricing will be classified into the following two sections:

##### **Section A: Core List**

The Core List is comprised of the highest volume as well as one-off products purchased within the last 12 months. For each Core List line item, Bidders will provide their commercial list price or catalog along with a percent discount from the commercial list price or catalog. Vendor shall bid as specified and/or provide an alternate with a better Eco-Conscious label than the one shown. Discounts in the Core List may vary by item. Bidders are encouraged to give deeper discounts over and above the discounts in Section B: Non-Core. However, any deeper discounts offered must remain fixed for the duration of the contract including renewals.

There will be no cancellation of Core List products without having an equal and acceptable replacement approved by the Procurement Department at the stated discount of the item being replaced. Vendor shall offer suggested replacement of discontinued products in the Core List at least 30 days prior to discontinuation, including replacement part number, description, list price, and final price.

##### **Section B: Non-Core – Catalog % Discount off the Commercial List Price of Published Catalog**

Non-Core – Catalog % Discount off the Commercial List Price of Published Catalog is for all items available in the supplier's published catalog but not found in the Core List (Section A). Discount in Section B – Non-Core may be one discount per category or may be one specific discount for the entire published catalog. Discount(s) offered must remain fixed for the duration of the contract. The supplier's or manufacturer's published product catalog showing commercial list prices must be included with the bid submission.

All discounts quoted shall be held firm for the term of the contract. Discount ranges (i.e. 20% - 40%) or discounts extended out past a whole number (i.e. 25.34%) are not acceptable.

Core List will NOT be awarded separately.

#### **4.5 REVISION OF UNIT PRICES:**

Catalog unit pricing for all sections must remain fixed for the first 12 months after award. Thereafter, any published price list(s)/catalog may be superseded or replaced annually during the contract period in accordance with Section 005 – Supplemental Terms & Conditions, Catalog Discount Pricing. (Note: Discounts accepted as part of this IFB are not subject to revision.)

Any price adjustments must be received within a minimum ninety (90) day notice prior to effective date to allow Finance Department, Procurement Division sufficient time to review vendor's request. City, at its sole discretion and convenience, may approve an earlier effective date. Vendor shall receive written notice from the City that either authorizes or rejects proposed price increase(s). Invoices containing revised pricing prior to or without City approval will not be paid. Vendor will be required to resubmit a new invoice to the City with the original approved pricing. No price increase will be effective until after written approval notice has been issued by the City.

If a manufacturers or Vendors' direct cost decreases at any time during the term of this contract, the Contractor shall immediately pass the decrease on to the City.

#### **4.6 GENERAL REQUIREMENTS:**

4.6.1 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 charges will be allowed, which includes, but is not limited to, packing, wrapping, bags, containers or reels, hazardous fees, etc. Bids may be conditioned on a \$50 minimum order. Bids stipulating a minimum delivery order requirement greater than \$50 will be rejected from further evaluation.

- 4.6.2 Products with a shelf-life shall be provided with a minimum expiration date of twelve months after the date delivered. Any materials delivered with an expiration date of less than twelve months will be returned to the supplier for credit or replacement at the supplier's expense.
- 4.6.3 It is understood and agreed that any item offered or shipped as a result of this bid shall be new, unused, and current production at the time of bid submission. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- 4.6.4 All orders will be placed online by individual departments, and must be packaged separately, marked for the appropriate department, and be accompanied by a separate packing slip attached to the outside and inside of the package listing all items being delivered to the ordering department.
- 4.6.5 Time of delivery is a part of the consideration of placing an order and must be stated in definite terms and adhered to. Unless otherwise noted, "days for delivery" or "days from receipt of order" mean calendar days.
- 4.6.6 The City will not pay a restocking fee for items returned in new, unused condition within 30 calendar days after delivery.
- 4.6.7 Award will not be based on the percentage catalog discount alone. Award will be made to the overall lowest responsible bidder after evaluation of items from both the Price Schedule and the Market Basket Pricing Spreadsheet.

#### **4.7 EVALUATION:**

Evaluation will be conducted as a two-step process.

Step 1: City will calculate totals for each line item of SECTION A – Core List

Step 2: City will calculate totals for each line item of SECTION A – Core List but using the Vendor's SECTION B – Non-Core % Catalog Discount(s).

An overall lowest responsive Bidder is determined after the totals of SECTION A and SECTION B are added together. An example follows.

**EVALUATION EXAMPLE:** *Based on the Example below the Lowest Offeror is Vendor 2.*

	Vendor 1	Vendor 2
<b>SECTION A – CORE LIST</b>		
Item #1, ABC View Binder – Unit Price	\$10.00	\$7.50
Proposed Item # 1, Section A, Core List Discount	50%	50%
Less Proposed Core List Discount	(\$5.00)	(\$3.75)
Price After Core List Discount	\$5.00	\$3.75
<b>SECTION B – NON-CORE % CATALOG DISCOUNT(S)</b>		
Item #1, ABC View Binder – Unit Price	\$10.00	\$7.50
Proposed Non-Core % Catalog Discount in Section B (for Items not in Section 1)	50%	25%
Less Proposed Catalog Discount	(\$5.00)	(\$1.88)
Price After Catalog Discount	\$5.00	\$5.62
SECTION 1 + SECTION 2	\$10.00 (\$5.00 + \$5.00)	\$9.37 (\$3.75 + \$5.62)

#### **4.8 AWARD:** (Also see Section 003–Instructions for Bidders, Evaluation and Award of Contract.)

Award will be made to the lowest responsible bidder or bidders after evaluation of items from Section A to Section B as explained in the “Evaluation” section. City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City.

## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract or **April 1, 2025**, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000.00. This contract shall terminate on **March 31, 2028**.

### Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 3 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 therefor.

### 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 therefor.

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

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

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

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

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

### Catalog Discount Pricing.

It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list is published by the manufacturer for industry wide use. If Vendor's catalog is a compilation of products from various manufacturer's, then the product pricing for a particular manufacturer's products may be superseded or replaced if that manufacturer's price increase is published for industry wide use. Vendor must be able to substantiate the price increase to City's satisfaction.

A revised price list must be submitted to City in the same format as the originally submitted price list, unless a different format is approved by City. It is agreed that any price list provided other than the manufacturer's price list may not be superseded or replaced during the contract period.

*Discounts or mark-ups accepted as part of this bid are not subject to revision.*

A written notice stipulating in detail the changes of a price list must be furnished and approved by the City before revisions go into effect.

All price lists submitted with the bid, or approved revisions, are hereby incorporated into this contract by reference.

Vendor's percentage discount off catalog price stated on the Price Schedule shall be deemed a minimum discount. Vendor may provide a greater discount at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

#### 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.

No later than 30 days before the commencement of services under this IFB, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Finance Department. The certificate must be:

- clearly labeled with the name of the contract in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent's signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this IFB 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.

If the City does not receive copies of insurance endorsement, then by executing this IFB, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

TYPE	AMOUNTS
Workers' Compensation Employers' Liability	Statutory \$1,000,000 / \$1,000,000 / \$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: Premises operations Products/completed operations Personal/Advertising Injury	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate
Business Automobile Liability Owned/leased vehicles Non-owned vehicles Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. CONTRACTOR shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio  
FINANCE DEPARTMENT, Procurement Division  
P.O. Box 839966  
San Antonio, Texas 78283-3966

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this Agreement. 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 CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CONTRACTOR'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.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

#### 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 – PRICE SCHEDULE

Section A: CORE LIST

Section B: NON-CORE CATALOG % DISCOUNT OFF THE LIST PRICE OF PUBLISHED CATALOG

Attachment B – LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

Attachment C – VETERAN PREFERENCE PROGRAM TRACKING FORM

Attachment D – Form 1295



## **006 - GENERAL TERMS & CONDITIONS**

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

### Delivery of Goods/Services.

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

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

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

Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

**REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

### Invoicing and Payment.

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

[accounts.payable@sanantonio.gov](mailto:accounts.payable@sanantonio.gov)

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file.



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

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

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

#### Information Required On Invoice.

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

#### Payment by City.

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

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

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

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

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

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided such change orders:

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

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

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

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

#### Termination.

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

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

Termination-Funding. City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Termination by City may be effected by Director, without further action by the San Antonio City Council.

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

#### **INDEMNIFICATION.**

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

**DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

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

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

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

Records Retention.

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

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

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

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

By submitting a bid, Bidder warrants and certifies, and a contract awarded pursuant to this IFB is made

in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

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

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

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

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

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

**Non-discrimination.** As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

### State Prohibitions on Contracts.

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.

"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.

#### Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

"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.

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.

#### Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies 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.

#### Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or



association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. 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, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

By submitting a bid, Bidder represents that:

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

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

Bidder is in good standing with the Texas State Comptroller’s Office; and

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

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

Bidder Information	
Please Print or Type	
Vendor ID No.	V30016923
Signer’s Name	Brian Abromovage
Name of Business	ODP Business Solutions, LLC
Street Address	6600 North Military Trail
City, State, Zip Code	Boca Raton, FL 33496-2434
Email Address	angela.kubacak@odpbusiness.com
Telephone No.	830-353-2324
Fax No.	N/A
City’s Solicitation No.	6100018789

DocuSigned by:



Sig1C09BC77E45B48A...

ized to Sign Bid



## 008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code (“UCC”), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**009 - ATTACHMENTS**

**ATTACHMENT A**

**PRICE SCHEDULE**

Section A – CORE LIST

Section B – NON-CORE CATALOG % DISCOUNTS OFF THE LIST PRICE OF PUBLISHED CATALOG  
(Posted as Separate Document)

**ATTACHMENT B**

**LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM**

(Posted as Separate Document)

**ATTACHMENT C**

**VETERAN PREFERENCE PROGRAM TRACKING FORM**

(Posted as Separate Document)

**ATTACHMENT D**

**FORM 1295**

(Posted as Separate Document)