

ORDINANCE

2022-10-20-0770

APPROVING A PURCHASE CONTRACT WITH PROFORCE MARKETING, INC., TO PROVIDE REPLACEMENT HANDGUNS AND ACCESSORIES FOR CITY OF SAN ANTONIO LAW ENFORCEMENT OFFICERS AT A COST OF \$2,379,286.00 WITH AN ESTIMATED NET COST TO THE CITY OF \$1,845,886.00 AFTER AN ESTIMATED DISCOUNT FROM OFFICERS RETAINING THEIR ON-DUTY WEAPONS AT A COST. THIS ORDINANCE ALSO APPROVES AN ANNUAL CONTRACT WITH GT DISTRIBUTORS, INC., FOR 9MM AMMUNITION AT AN ESTIMATED ANNUAL COST OF \$1,347,307.32, TOTALING AN ESTIMATED \$6,736,536.60 OVER THE CONTRACT TERM INCLUDING RENEWAL OPTIONS. FUNDING FOR THESE CONTRACTS IN THE AMOUNT OF \$3,193,193.32 IS AVAILABLE FROM THE FY 2023 GENERAL FUND BUDGET AND AIRPORT OPERATING AND MAINTENANCE FUND BUDGET. FUNDING FOR SUBSEQUENT YEARS IS CONTIGENT UPON CITY COUNCIL APPROVAL OF THE ANNUAL BUDGET.

* * * * *

WHEREAS, the City issued (A) a Request for Offer (RFO) for handguns and accessories is for the San Antonio Police Department, Aviation Police, Park Police, and Arson Unit and (B) an RFO for 9mm ammunition for Police and other law enforcement officers; and

WHEREAS, three responses were received and evaluated for (A) handguns and accessories and two responses were received and evaluated for (B) 9mm ammunition; and

WHEREAS, staff recommends accepting the offer submitted by ProForce Marketing, Inc., to provide 9mm Smith & Wesson M&P handguns and accessories for the Police Department, Aviation Police, Park Police, and Arson Unit for an estimated total cost of \$1,845,886.00 after an anticipated discount in the amount of \$533,400.00 from officers retaining their on-duty weapons at a cost; and

WHEREAS, staff recommends accepting the offer submitted by GT Distributors, Inc., to provide 9mm Hornady ammunition for Police and other Law Enforcement for an estimated cost of \$1,347,307.32 annually; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(2), which provides for a procurement necessary to protect the public health or safety; and

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

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

SECTION 1. The offer submitted by ProForce Marketing, Inc., to provide 9mm Smith & Wesson

M&P handguns and accessories for the Police Department, Aviation Police, Park Police, and Arson Unit for a cost of \$2,379,286.00 with anticipated discounts in the amount of \$533,400.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.

The offer submitted by GT Distributors, Inc., to provide 9mm Hornady ammunition for Police and other law enforcement officers for an estimated cost of \$1,347,307.32 annually is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit II**.

SECTION 2. Funding for this ordinance in the amount of \$18,799.00 is available in Fund 11001000, Cost Center 2015030003 and General Ledger 5304050 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

SECTION 3. Funding for this ordinance in the amount of \$36,060.00 is available in Fund 51001000, Cost Center 3305040003 and General Ledger 5501055 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

SECTION 4. Funding for this ordinance in the amount of \$67,193.00 is available in Fund 11001000, Cost Center 2608010001 and General Ledger 5304050 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

SECTION 5. Funding for this ordinance in the amount of \$54,834.00 is available in Fund 11001000, Cost Center 2608010001 and General Ledger 5501055 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

SECTION 6. Funding for this ordinance in the amount of \$1,669,000.00 is available in Fund 11001000, Cost Center 1703020001 and General Ledger 5501055 as part of the Fiscal Year 2023 Adopted Budget approved by City Council.

SECTION 7. Additional funding is contingent upon City Council approval of the Fiscal Year 2024 and subsequent budgets that fall within the terms of the contracts.

SECTION 8. Payment is authorized to ProForce Marketing, Inc., and should be encumbered with purchase orders.

SECTION 9. Funds for ammunition will be encumbered upon issuance of purchase orders, and payment is authorized to GT Distributors, Inc., for an estimated annual cost of \$1,347,307.32. All expenditures will be in accordance with the Fiscal Year 2023 budget and subsequent budgets for the duration of this contract as approved by City Council.

SECTION 10. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost

Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 11. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED and APPROVED this 20th day of October, 2022.



M A Y O R
Ron Nirenberg

ATTEST:



Debbie Racca-Sittre, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting October 20, 2022

8.

2022-10-20-0770

Ordinance approving a purchase contract with ProForce Marketing, Inc., to provide replacement handguns and accessories for the City of San Antonio Law Enforcement Officers at a cost of \$2,379,286 with an estimated net cost to the City of \$1,845,886 after an estimated discount from officers retaining their on-duty weapons at a cost. This ordinance also approves an annual contract with GT Distributors, Inc., for 9mm ammunition at an estimated annual cost of \$1,347,307.32 and a total of \$6,736,536.60 over the contract term including renewal options. Funds for these contracts in the amount of \$3,193,193.32 is available from the FY 2023 General Fund budget and Airport Operating and Maintenance Fund budget. Funding for subsequent years is contingent upon City Council approval of the annual budget. [Ben Gorzell Jr., Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Viagran moved to Approve on the Consent Agenda. Councilmember Rocha Garcia seconded the motion. The motion carried by the following vote:

Aye: Nirenberg, Bravo, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Sandoval, Pelaez, Courage, Perry

LC
10/20/22
Item No. 8

Exhibit I

Opened: August 19, 2022 For: Smith & Wesson 9MM M&P Handguns and Accessories for SAPD Officers and Other Law Enforcement Officers 6100015757			AAS		
Item	Description	Quantity	Non-Local ProForce Marketing, Inc. 2625 Stearman Rd. Suite A Prescott AZ 86301 928-776-7192	Non-Local GT Distributors, Inc. 1124 New Meister LN, Suite 100 Pflugerville TX 78660	Non-Local Range USA 10870 Kenwood Rd. Cincinnati OH 45242
A	SAPD				
1	Handgun-9mm Smith & Wesson M&P 9 M2.0 (17 Rounds NTS ACRO)	2800			
	Price Each		\$414.00	No Bid	\$425.99
	Price Total		\$1,159,200.00		\$1,192,772.00
1.1	Handgun Engraving "SAN ANTONIO POLICE DEPARTMENT"	2800			
	Price Each		\$24.00	No Bid	\$0.00
	Price Total		\$67,200.00		
1.2	BuyBack Handgun-Smith & Wesson M&P 1.0, .40 Caliber	2100			
	Price Each		-\$210.00	No Bid	No Bid
	Price Total		-\$441,000.00		
1.3	BuyBack Handgun-Smith & Wesson M&P 2.0, .40 Caliber	180			
	Price Each		-\$240.00	No Bid	No Bid
	Price Total		-\$43,200.00		
A.1	Subtotal SAPD Handguns (Items # 1-1.3)		\$742,200.00	No Bid	\$1,192,772.00
2	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 Right Hand □ Part # 6360RDS-2222- 131	2500			
	Price Each		\$112.00	\$129.89	\$133.99
	Price Total		\$280,000.00	\$324,725.00	\$334,975.00
3	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 Left Hand Part # 6360RDS-2222- 132	300			
	Price Each		\$112.00	\$129.89	\$139.99
	Price Total		\$33,600.00	\$38,967.00	\$41,997.00
4	Weapon Light-Ultra High Output LED Light 1, X300U-B Part# X300U	2800			
	Price Each		\$219.00	\$235.53	\$239.99
	Price Total		\$613,200.00	\$659,484.00	\$671,972.00
A.2	Subtotal SAPD Accessories (Item #s 2-4)		\$926,800.00	\$1,023,176.00	\$1,048,944.00
B	AVIATION				
5	Handgun-9mm Smith & Wesson M&P 9 M2.0 (17 Rounds NTS ACRO)	60			
	Price Each		\$414.00	No Bid	\$425.99
	Price Total		\$24,840.00		\$25,559.40
5.1	Handgun Engraving "SAN ANTONIO AVIATION POLICE DEPARTMENT"	60			
	Price Each		\$24.00	No Bid	\$0.00
	Price Total		\$1,440.00		
5.2	BuyBack Handgun-Smith & Wesson M&P 2.0, .40 Caliber	42			
	Price Each		-\$240.00	No Bid	No Bid
	Price Total		-\$10,080.00		
B.1	Subtotal AVIATION Handguns (Item #s 5-5.2)		\$16,200.00	No Bid	\$25,559.40
6	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 Right Hand □ Part # 6360RDS-2222- 131	52			
	Price Each		\$112.00	\$129.89	\$133.99
	Price Total		\$5,824.00	\$6,754.28	\$6,967.48
7	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 Left Hand Part # 6360RDS-2222- 132	8			
	Price Each		\$112.00	\$129.89	\$139.99
	Price Total		\$896.00	\$1,039.12	\$1,119.92
8	Weapon Light-Ultra High Output LED Light 1, X300U-B Part# X300U	60			
	Price Each		\$219.00	\$235.53	\$239.99
	Price Total		\$13,140.00	\$14,131.80	\$14,399.40
B.2	Subtotal AVIATION Accessories (Item #s 6-8)		\$19,860.00	\$21,925.20	\$22,486.80

City of San Antonio
Bid Tabulation

Opened: August 19, 2022					
For: Smith & Wesson 9MM M&P Handguns and Accessories for SAPD Officers and Other Law Enforcement Officers			Non-Local	Non-Local	Non-Local
6100015757			ProForce Marketing, Inc.	GT Distributors, Inc.	Range USA
AAS			2625 Stearman Rd. Suite A	1124 New Meister LN, Suite 100	10870 Kenwood Rd.
Item	Description	Quantity	Prescot AZ 86301 928-776-7192	Pflugerville TX 78660	Cincinnati OH 45242
C	PARKS				
9	Handgun-9mm Smith & Wesson M&P 9 M2.0 (17 Rounds NTS ACRO)	203			
	Price Each		\$414.00	No Bid	\$425.99
	Price Total		\$84,042.00		\$86,475.97
9.1	Handgun Engraving "SAN ANTONIO PARKS POLICE"				
	Price Each	203	\$24.00	No Bid	\$0.00
	Price Total		\$4,872.00		
9.2	BuyBack Handgun-Smith & Wesson M&P 2.0, .40 Caliber	142			
	Price Each		-\$240.00	No Bid	No Bid
	Price Total		-\$34,080.00		
C.1	Subtotal PARKS Handguns (Items # 9- 9.2)		\$54,834.00	No Bid	\$86,475.97
10	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 Right Hand □ Part # 6360RDS-2222- 131	193			
	Price Each		\$112.00	\$129.89	\$133.99
	Price Total		\$21,616.00	\$25,068.77	\$25,860.07
11	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 Left Hand Part # 6360RDS-2222- 132	10			
	Price Each		\$112.00	\$129.89	\$139.99
	Price Total		\$1,120.00	\$1,298.90	\$1,399.90
12	Weapon Light-Ultra High Output LED Light 1, X300U-B Part# X300U	203			
	Price Each		\$219.00	\$235.53	\$239.99
	Price Total		\$44,457.00	\$47,812.59	\$48,717.97
C.2	Subtotal PARKS Accessories (Item #s 10-12)		\$22,955.00	\$26,603.20	\$75,977.94
D	ARSON and RFT				
13	Handgun-9mm Smith & Wesson M&P 9 M2.0 (17 Rounds NTS ACRO)	31			
	Price Each		\$414.00	No Bid	\$425.99
	Price Total		\$12,834.00		\$13,205.69
13.1	Handgun Engraving "SAN ANTONIO ARSON BUREAU"				
	Price Each	31	\$24.00	No Bid	\$0.00
	Price Total		\$744.00		
13.2	BuyBack Handgun-Smith & Wesson M&P 2.0, .40 Caliber	21			
	Price Each		-\$240.00	No Bid	No Bid
	Price Total		-\$5,040.00		
D.1	Subtotal ARSON and RFT Handguns (Items # 13- 13.2)		\$8,538.00	No Bid	\$13,205.69
14	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 Right Hand □ Part # 6360RDS-2222- 131	30			
	Price Each		\$112.00	\$129.89	\$133.99
	Price Total		\$3,360.00	\$3,896.70	\$4,019.70
15	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 Left Hand Part # 6360RDS-2222- 132	1			
	Price Each		\$112.00	\$129.89	\$139.99
	Price Total		\$112.00	\$129.89	\$139.99
16	Weapon Light-Ultra High Output LED Light 1, X300U-B Part# X300U	31			
	Price Each		\$219.00	\$235.53	\$239.99
	Price Total		\$6,789.00	\$7,301.43	\$7,439.69
D.2	Subtotal ARSON and RFT Accessories (Item #s 14-16)		\$10,261.00	\$11,328.02	\$11,599.38

City of San Antonio
Bid Tabulation

Opened: August 19, 2022					
For: Smith & Wesson 9MM M&P Handguns and Accessories for SAPD Officers and Other Law Enforcement Officers					
6100015757			AAS		
Item	Description	Quantity	Non-Local	Non-Local	Non-Local
			ProForce Marketing, Inc. 2625 Stearman Rd. Suite A Prescot AZ 86301 928-776-7192	GT Distributors, Inc. 1124 New Meister LN, Suite 100 Pflugerville TX 78660	Range USA 10870 Kenwood Rd. Cincinnati OH 45242
	*BUYBACK PROGRAM MANAGEMENT				
	Administrative fee if applicable for managing the weapon Buyback Program		Included At No Cost Per Each BuyBack	No Bid	No Bid
17	SAPD - Smith & Wesson M&P 1.0, .40 Caliber	2,100	\$0.00		
18	SAPD - Smith & Wesson M&P 2.0, .40 Caliber	180	\$0.00		
19	PARKS - Smith & Wesson M&P 2.0, .40 Caliber	142	\$0.00		
20	AVIATION - Smith & Wesson M&P 2.0, .40 Caliber	42	\$0.00		
21	ARSON - Smith & Wesson M&P 2.0, .40 Caliber	42	\$0.00		
	Warranty- Handguns		1 Year Limited	No Bid	No Bid
	Warranty-Holsters		2 Years	2 Years	No Bid
	Warranty-Weapon lights		SureFire Lifetime Repair & Replacement	SureFire Lifetime Repair & Replacement	N/A
	Delivery- Handguns		90-120 Days	No Bid	60-90 Days
	Delivery-Holsters		90 Days	90 Days	
	Delivery-Weapon lights		45 Days	90 Days	
	Payment Terms		Net 30	Net 30	Net 30
	Total		\$1,845,886.00	\$1,130,609.48	\$2,477,021.18
	Total Award		\$1,845,886.00	Incomplete	Incomplete

NOTE: ***BUYBACK PROGRAM MANAGEMENT**
Buyback total received by vendor will be applied as a discount itemized per Department to the City's total cost of weapons purchased under this contract. Estimated Quantities may be subject to change



CITY OF SAN ANTONIO
FINANCE DEPARTMENT PURCHASING DIVISION

FORMAL REQUEST FOR OFFER ("RFO") NO.: 6100015757

**PURCHASE OF 9MM M&P SMITH & WESSON HANDGUNS AND
ACCESSORIES FOR SAPD OFFICERS AND OTHER LAW
ENFORCEMENT OFFICERS**

Date Issued: JULY 11, 2022

**RESPONSES MUST BE RECEIVED NO LATER THAN: 10:00 A.M.,
CENTRAL TIME, AUGUST 19, 2022**

Responses may be submitted by any of the following means:
Electronic submission through the Portal

Bid Submission will only be accepted electronically.

Offer Due Date: 10:00 A.M. C.T., AUGUST 19, 2022

RFO No.: 6100015757

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NA

DBE / ACDBE Requirements: NA

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

Pre-Submittal Conference: YES;

A Pre-submittal WebEx Conference will be held on: July 19, 2022, at 2:00 p.m.– 3:00 p.m. Central Time

Join by Phone: 415-655-0001

Meeting Access Code: 2461-256-6323

Access Password: COSA

Staff Contact Person: ANGELA ALONSO-SMITH, PROCUREMENT SPECIALIST III, P.O. Box 839966,
San Antonio, TX 78283-3966

Email: ANGELA.ALONSO-SMITH@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

Offers sent to City by facsimile shall be rejected.

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

Offerors 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 RFO or offers from the time the RFO 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 RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 18 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

are due.

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance

at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

Provided 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.

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with

City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

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

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

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/atty/ethics/pdf/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.

Mail to:

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

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

Certificate of Interested Parties (Form 1295)

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

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

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

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation.

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004- SPECIFICATIONS / SCOPE OF SERVICES

4.0 SPECIFICATIONS

The City of San Antonio is soliciting offers for the purchase of Smith & Wesson 9 mm Luger M&P9, M2.0 handguns, holsters, and weapon lights in accordance with the specifications listed herein. The San Antonio Police Department (SAPD) Labor Relations Committee has approved the brand specific 9mm handgun, holsters, and weapon light as the new standard weapon to transition/replace existing SAPD Smith & Wesson, .40 caliber handguns. The handguns will be used by SAPD Patrol Officers and other Law Enforcement Officers at Aviation, Parks, and SAFD (Arson and Rescue Track Force (RTF)) Departments.

4.1 SMITH & WESSON 9mm LUGER, M&P9 M2.0 HANDGUN

DESCRIPTION:

The ready semi-automatic polymer 9mm handgun is for Law Enforcement only is low barrel bore axis, is optic ready, includes three magazines, provides a limited lifetime warranty and a lifetime service policy, and shall include the features listed below.

- Part # SKU 13353
- Model M&P®9 M2.0™ OR Slide Cut for Acro® Optic Law Enforcement Only
- Caliber 9mm Luger
- Capacity 17+1
- Optics Slide Cut for ACRO® Optic
- Safety No Thumb Safety
- Length 7.5
- Front Sight Optic Height Tritium Night Sights
- Rear Sight Optic Height Tritium Night Sights
- Action Striker Fire
- Grip Polymer
- Barrel Material Stainless Steel - Armornite® Finish
- Slide Material Stainless Steel - Armornite® Finish
- Frame Material Polymer
- Barrel Length 4.25" (10.8 cm)
- Weight 27.3 oz.
- Finish: Matte Black



(Picture is for Illustrative Purposes Only)

4.2 HANDGUN ENGRAVING

Vendor shall engrave all handguns on the left side of the slide per corresponding Department name and Quantity Ordered. Handguns shall be engraved in ALL CAPITAL LETTERS per Attachment F: Engraving Specifications to read as follows:

- SAN ANTONIO POLICE DEPARTMENT
- SAN ANTONIO PARKS POLICE
- SAN ANTONIO AVIATION POLICE DEPARTMENT

- SAN ANTONIO ARSON BUREAU

If Attachment F - Engraving Specification is not feasible, SAPD recommends engraving on the top of the slide if not feasible. Font and graphic design/proofs shall be provided to SAPD and other department points of contact listed in Section 4.8 DELIVERY and ENGRAVING Points of Contact for approval prior to engraving.

4.2.1 ENGRAVED HANDGUN SKU#:

Engraved handguns shall have a new SKU# post engraving. The supplier shall provide a new SKU# for each City Department listed in Section 4.2. HANDGUN ENGRAVING. The supplier shall enter the engraved handgun's new SKU# in Section 009- Price Schedule under SKU# / Part #.

4.3 HOLSTERS – 6360RDS- SAFARILAND LEVEL III RETENTION DUTY HOLSTER

DESCRIPTION:

The Safariland Duty Gear holster shall provide the following features:

Safariland 6360RDS Level Three Retention Duty Holster, Red Dot Sight Compatible, STX Tactical Black, Fits: Surefire X300U weapon light.

- Model # 6360RDS
- Part # 6360RDS-2222-131 Right hand
- Part # 6360RDS-2222-132 Left hand
- SafariLaminate thermal molded construction protects handgun and sights
- Resilient to extreme temperatures and completely non- abrasive to the firearm.
- Suede lines to protect handgun finish
- Optic hood cover installed to protect Red Dot Sight (RDS) optic from dirt, dust, and debris for obscuring and damaging the lens.
- ALS (Automatic Locking Systems) secures weapon once holstered; simple straight up draw once release is deactivated. Maintains handgun in a stable, tactically ready configuration.
- SLS (Self Locking Systems) Rotating Hood utilizes locking push down thumb platform and rotating hood to reduce take away potential.
- Includes an internal locking device that retains the weapon in all directions when the primary device is open.
- Easy to re-holster and secure by rotating hood back over handgun with Self Locking Snap-free operation.
- Designed for use on a Safariland Sam Browne 2.25" (58mm) or 2" (50mm) belt
- Belt loop uses new, UBL (Universal Belt Loop) friction style design.
- Optional Sentry locking device (6001) can be mounted to any SLS system; the Sentry increases the security of the holster to a Level IV Retention.
- STX Tactical® finish (black)
- ISO 9001 Societe Generale de Surveillance – ANSI RAB Registrar AQS Quality Procedure.
- Safariland is insured with Product Liability coverage



(Picture is for Illustrative Purposes Only)

4.4 WEAPON LIGHT-ULTRA HIGH OUTPUT LED LIGHT X300U-B

DESCRIPTION:

Surefire X300 Ultra LED is generated output focused by a precision TIR lens which provides a far reaching high-intensity beam and is lithium battery powered with LED technology. The light provides a minimum 1.25 hours of continuous run time. The rugged X300 Ultra T-slot thumbscrew clamp attaches securely to both Universal and Picatinny accessory rails.

- Part # X300U-B
- High-strength aerospace aluminum body, Mil-Spec Hard Anodized for extreme durability
- Dimensions: Length: 3.6 in. Bezel diameter: 1.125 in.
- Weight: 4.1. oz with batteries (included in purchase).
- Light output: 1,000 lumens, 11,300 candela peak beam intensity and 213 meters beam distance.
- TIR optic produces a concentrated beam with optimum peripheral illumination / larger center spot beam
- ON/OFF: Ambidextrous momentary/steady constant On-Off switch.
- Run time: Minimum 1.25 hours .
- Battery: Two (2) CR123A lithium batteries included, with a storage life of 10 years.
- Attaches securely to both Universal and to all MIL-STD-1913 Picatinny accessory rails, fitting a wide variety of handgun models
- IPX7 rated design; waterproof to 1 meter for 30 minutes.
- Tested to ANSI/NEMA FL1-2009 Standard

4.5 ESTIMATED QUANTITY and DESCRIPTION of Items:

	ITEM #	DESCRIPTION	SKU/ PART #	ESTIMATED QUANTITY
A	SAPD			
	1	Handgun-9mm Smith & Wesson M&P 9M 2.0 (17 Rounds NTS ACRO)	13353-XFET	2800 EACH
	1.1	Engraving		2,800 EACH
	2	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 Right Hand	6360RDS-2222- 131	2500 EACH
	3	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 Left Hand	6360RDS-2222-132	300 EACH
	4	Weapon Light-Ultra High Output LED Light 1, X300U-B	X300U-B	2800 EACH

	ITEM #	DESCRIPTION	SKU/ PART #	ESTIMATED QUANTITY
B	AVIATION			
	5	Handgun- 9mm Smith & Wesson M&P 9M 2.0 (17 Rounds NTS ACRO)	13353-XFET	60 EACH
	5.1	Engraving		60 EACH
	6	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 <i>Right Hand</i>	6360RDS-2222- 131	52 EACH
	7	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 <i>Left Hand</i>	6360RDS-2222-132	8 EACH
	8	Weapon Light-Ultra High Output LED Light 1, X300U-B	X300U-B	60 EACH

	ITEM #	DESCRIPTION	SKU/ PART #	ESTIMATED QUANTITY
C	PARKS			
	9	Handgun- 9mm Smith & Wesson M&P 9M 2.0 (17 Rounds NTS ACRO)	13353-XFET	203 EACH
	9.1	Engraving		203 EACH
	10	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 <i>Right Hand</i>	6360RDS-2222- 131	193 EACH
	11	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 <i>Left Hand</i>	6360RDS-2222-132	10 EACH
	12	Weapon Light-Ultra High Output LED Light 1, X300U-B	X300U-B	203 EACH

	ITEM #	DESCRIPTION	SKU/ PART #	ESTIMATED QUANTITY
	D	ARSON and RTF (RESCUE TRACK FORCE)		
	13	Handgun- 9mm Smith & Wesson M&P 9M 2.0 (17 Rounds NTS ACRO)	13353-XFET	31 EACH (21 ARSON + 10 RTF)
	13.1	Engraving		31 EACH
	14	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 Right Hand	6360RDS-2222- 131	30 EACH
	15	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 Left Hand	6360RDS-2222-132	1 EACH
	16	Weapon Light-Ultra High Output LED Light 1, X300U-B	X300U-B	31 EACH

- 4.6 PRICING: Supplier Unit Prices in Attachment B Price Schedule shall remain firm until delivery of all items specified herein and contract term. See Section 005 Supplemental Terms and Conditions, Subsection- Original contract term. Initial estimated quantities will be ordered upon City Council award.
- 4.7 SHIPPING - F.O.B Destination – See Section 006, General Terms & Conditions, Delivery of Goods and Services. All deliveries shall include complete manufacturer's specifications for each item.
- 4.7.1 DESCRIPTIVE LITERATURE - All ammunition shipments at time of delivery shall include descriptive literature to include, but not limited to, ballistic performance and manufacturing specifications and Material Safety Data Sheets (MSDS) where applicable.

4.8 DELIVERY AND ENGRAVING POINT OF CONTACTS:

SAPD shall have delivery priority and receive delivery by December 1, 2022 and all other departments equally, or per delivery date entered in Attachment A- Price Schedule.

- 4.8.1 DELIVERY TO SAPD - Inside delivery is required. All deliveries shall be made to the San Antonio Police Training Academy, Armory, Building 3, 12200 S.E. Loop 410, San Antonio, Texas 78221. Attention: Lt. Robert Vara; Email: Robert.vara@sanantonio.gov and Blanca Hull, Police Armorer, Phone: 210-207-6227, Email: blanca.hull@sanantonio.gov. Delivery to a non-specified location will result in non-acceptance of the delivery by the City. No shipments will be accepted on Wednesdays.
- 4.8.2 DELIVERY TO PARKS - Inside delivery is required. All deliveries shall be made to the San Antonio Park Police Training Academy, 5800 Enrique Barrera Parkway San Antonio, TX 78227. Attention: PARKS Capt. Brady L Wise, Phone: 210-207-8592, Cell: 210-273-6472, Email: brady.wise@parks.com. Delivery to a non-specified location will result in non-acceptance of the delivery by the City. Delivery to a non-specified location will result in non-acceptance of the delivery by the City. No shipments will be accepted on Wednesdays.
- 4.8.2 DELIVERY TO AVIATION - Inside delivery is required. All deliveries shall be made to the San Antonio Airport Police Department, 9623 W. Terminal Dr. Bldg. 1320, San Antonio, Texas 78216. Attention: Corporal Chris Garcia #9924, Phone: 210-207-3814, City Cell: 210-667-6435, Email: Christopher.garcia@sanantonio.gov. Delivery to a non-specified location will result in non-acceptance of the delivery by the City. No shipments will be accepted on Wednesdays
- 4.8.3 DELIVERY TO ARSON and RTF - Inside delivery is required. All deliveries shall be made to the San Antonio Police Training Academy, Armory, Building 3, 12200 S.E. Loop 410, San Antonio, Texas 78221. Attention: Blanca Hull,

Police Armorer/ARSON Chief Douglas M Berry, Phone: 210-207-6227, Email: blanca.hull@sanantonio.gov. Phone: 210-207-6227, Email: blanca.hull@sanantonio.gov. Delivery to anon-specified location will result in non-acceptance of the delivery by the City. No shipments will be accepted on Wednesdays

All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS

4.9 BUYBACK PROGRAM MANAGEMENT

As part of this contract, selected vendor will manage the City's BuyBack Program which is being offered to officers for currently issued service weapons. Vendor shall be responsible for arranging and directly accepting payment for weapons purchased and providing the City and officer with proof of payment receipt. Vendor shall apply a credit to the City, itemized by each individual department, of the total proceeds for all weapons processed through the BuyBack Program to the total cost for this contract. Vendor may charge an Administrative Fee, if applicable, and as indicated on the Price Schedule. BuyBack Program participation quantities are estimates only. A final BuyBack list per department with quantities will be provided post award. No weapons will be returned to the supplier for credit.

4.9.1 CITY HANDGUN RETENTION:

All handguns being processed through the BuyBack Program shall remain at SAPD through the duration and completion of the buyback. In no event shall any BuyBack Program handguns be sent to the supplier. Any officer issued Smith and Wesson handguns that are not purchased by the respective officer shall be retained at SAPD and destroyed by the City.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract or September 30, 2022, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on September 30, 2023.

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.

Warranty.

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

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.

Insurance.

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department/Purchasing Division, which shall be clearly labeled "PURCHASE OF 9mm SMITH & WESSON M&P HANDGUNS & ACCESSORIES FOR SAPD OFFICERS AND OTHER LAW

ENFORCEMENT OFFICERS": The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall such certificate and endorsements have been received and approved by the City's Finance Department/Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority have no duty to pay or perform under this Agreement until to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal/Advertising Injury e. Contractual Liability	For bodily Injury and. Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single. Limit for bodily injury and Property Damage of \$1,000,000 per occurrence
5. Product Liability *	\$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

D) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval,

when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's

Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and

without expense, to receive copies of the policies, declaration page, and all required endorsements.

Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

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

F) Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
-
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon Vendor's failure to provide and maintain any

I) insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

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

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

L) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

M) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A - Local Preference Program Ordinance

Attachment B- Price Schedule

Attachment C - Local Preference Program Identification Form

Attachment D - Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance-Language

Attachment E - Veteran-Owned Small Business Preference Program (VOSBPP) Tracking Form

Attachment F - Engraving Specifications

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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.

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

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

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 RFO 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 an offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO 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 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 Organizations 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. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), addendums, 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 an offer electronically, Offeror represents that:

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

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

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

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

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

Offeror Information Please Print or Type Vendor ID No.	<u>1082855</u>
Signer's Name	<u>Amanda Cronkhite</u>
Name of Business	<u>Proforce Marketing, Inc.</u>
Street Address	<u>2625 Stearman Rd Ste A</u>
City, State, Zip Code	<u>Prescott, AZ 86301</u>
Email Address	<u>sales@proforceonline.com</u>
Telephone No.	<u>928-776-7192</u>
Fax No.	<u>928-445-3468</u>
City's Solicitation No.	<u>6100015757</u>



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009-ATTACHMENTS

ATTACHMENT A

LOCAL PREFERENCE PROGRAM ORDINANCE

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

009 – ATTACHMENTS

ATTACHMENT B - PRICE SCHEDULE

(version 2 dated July 29, 2022)

SAPD shall have delivery priority and receive delivery by December 1, 2022 and all other departments equally, or per delivery date entered in Attachment A- Price Schedule. See Section 4.8 DELIVERY AND ENGRAVING POINT OF CONTACTS

ITEM #	DESCRIPTION	SKU/ PART #	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY x UNIT PRICE)
A	SAPD				
1	Handgun-9mm Smith & Wesson M&P 9 M2.0 (17 Rounds NTS ACRO)	13353-XFET	2800 EACH	\$ 414.00	\$ 1,159,200.00
1.1	Handgun Engraving "SAN ANTONIO POLICE DEPARTMENT"	TBD	2800 EACH	\$ 24.00	\$ 67,200.00
A.1				HANDGUN TOTAL Item # 1 and 1.1 Extended Price	\$ 1,226,400.00
2	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 <i>Right Hand</i>	6360RDS-2222-131	2500 EACH	\$ 112.00	\$ 280,000.00
3	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 <i>Left Hand</i>	6360RDS-2222-132	300 EACH	\$ 112.00	\$ 33,600.00
4	Weapon Light-Ultra High Output LED Light 1, X300U-B	X300U-B	2800 EACH	\$ 219.00	\$ 613,200.00
A.2				ACCESSORIES SUBTOTAL Items # 2 thru 4	\$ 926,800.00
				SAPD TOTAL Item # A.1 + A.2	\$ 2,153,200.00

ITEM #	DESCRIPTION	SKU/ PART #	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE TOTAL (QUANTITY x UNIT PRICE)
B	AVIATION				
5	Handgun-9mm Smith & Wesson M&P 9 M2.0 (17 Rounds NTS ACRO)	13353-XFET	60 EACH	\$ 414.00	\$ 24,840.00
5.1	Handgun Engraving "SAN ANTONIO AVIATION POLICE DEPARTMENT"	TBD	60 EACH	\$ 24.00	\$ 1,440.00
B.1				HANDGUN TOTAL Item # 5 and 5.1 Extended Price	\$ 26,280.00
6	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 <i>Right Hand</i>	6360RDS-2222-131	52 EACH	\$ 112.00	\$ 5,824.00
7	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 <i>Left Hand</i>	6360RDS-2222-132	8 EACH	\$ 112.00	\$ 896.00
8	Weapon Light-Ultra High Output LED Light 1, X300U-B	X300U-B	60 EACH	\$ 219.00	\$ 13,140.00
B.2				ACCESSORIES SUBTOTAL Items # 6 thru 8	\$ 19,860.00
				AVIATION TOTAL Item # B.1 +B.2	\$ 46,140.00

ITEM #	DESCRIPTION	SKU/ PART #	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY x UNIT PRICE)
C	PARKS				
9	Handgun-9mm Smith & Wesson M&P 9 M2.0 (17 Rounds NTS ACRO)	13353-XFET	203 EACH	\$ 414.00	\$ 84,042.00
9.1	Handgun Engraving "SAN ANTONIO PARKS POLICE"	TBD	203 EACH	\$ 24.00	\$ 4,872.00
C.1				HANDGUN TOTAL Item # 9 and 9.1 Extended Price	\$ 88,914.00
10	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 <i>Right Hand</i>	6360RDS-2222-131	193 EACH	\$ 112.00	\$ 21,616.00
11	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 <i>Left Hand</i>	6360RDS-2222-132	10 EACH	\$ 112.00	\$ 1,120.00
12	Weapon Light-Ultra High Output LED Light 1, X300U-B	X300U-B	203 EACH	\$ 219.00	\$ 44,457.00
C.2				ACCESSORIES SUBTOTAL Item # 10 thru 12	\$ 67,193.00
				PARKS TOTAL Item # C.1 + C.2	\$ 156,107.00

ITEM #	DESCRIPTION	SKU/ PART #	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE (QUANTITY x UNIT PRICE)
D	ARSON and RTF				
13	Handgun-9mm Smith & Wesson M&P 9 M2.0 (17 Rounds NTS ACRO)	13353-XFET	31 EACH	\$ 414.00	\$ 12,834.00
13.1	Handgun Engraving "SAN ANTONIO ARSON BUREAU"	TBD	31 EACH	\$ 24.00	\$ 744.00
D.1				HANDGUN TOTAL Item # 13 and 13.1 Extended Price	\$ 13,578.00
14	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 <i>Right Hand</i>	6360RDS-2222-131	30 EACH	\$ 112.00	\$ 3,360.00
15	Holster - Safariland SFL 6360RDS L-III for M&P 2.0 <i>Left Hand</i>	6360RDS-2222-132	1 EACH	\$ 112.00	\$ 112.00
16	Weapon Light-Ultra High Output LED Light 1, X300U-B	X300U-B	31 EACH	\$ 219.00	\$ 6,789.00
D.2				ACCESSORIES SUBTOTAL Items #14 thru 16	\$ 10,261.00
				ARSON and RTF TOTAL Items D.1 +D.2	\$ 23,839.00

Please provide and/or complete the following:

- 1) Warranty for:
 - Handguns 1 year limited # of months/years
 - Holsters 2 years # of months/years
 - Weapon lights Limited lifetime # of months/years
- 2) Prompt Payment Discount: 0 % 30 days. Otherwise, if no discount, Net 30 shall apply.
- 3) Delivery for:
 - Handguns shall be made within 90-120* calendar days after receipt of order
 - Holsters shall be made within 90* calendar days after receipt of order
 - Weapon lights shall be made within 45 calendar days after receipt of order
- 4) Provide CERTIFICATE OF INTERESTED PARTIES (Form 1295) *please see letter attached

5) **BUYBACK PROGRAM MANAGEMENT:**

Buyback total received by vendor will be applied as a discount itemized per Department to the City's total cost of weapons purchased under this contract.

BUYBACK ESTIMATE OF .40 CALIBER SMITH & WESSON HANDGUNS PER DEPARTMENT:

Estimated Quantities may be subject to change.

- SAPD - Smith & Wesson M&P 1.0, .40 Caliber = 2,100 EACH
- SAPD - Smith & Wesson M&P 2.0, .40 Caliber..... = 180 EACH
- PARKS - Smith & Wesson M&P 2.0, .40 Caliber = 142 EACH
- AVIATION - Smith & Wesson M&P 2.0, .40 Caliber.... = 42 EACH
- ARSON - Smith & Wesson M&P 2.0, .40 Caliber = 21 EACH

- A. SAPD - Administrative fee if applicable for managing the weapon Buyback Program. \$ 0 / Per Each BuyBack
- B. PARKS - Administrative fee if applicable for managing the weapon Buyback Program. \$ 0 / Per Each BuyBack
- C. AVIATION - Administrative fee if applicable for managing the weapon Buyback Program. \$ 0 / Per Each BuyBack
- D. ARSON -Administrative fee if applicable for managing the weapon Buyback Program. \$ 0 / Per Each BuyBack

ATTACHMENT C

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as separate document)

ATTACHMENT D

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

ATTACHMENT E

VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM

(Posted as a separate document)

ATTACHMENT F

ENGRAVING SPECIFICATIONS

(Posted as a separate document)

LC
10/20/22
Item No. 8

Exhibit II

City of San Antonio
Bid Tabulation

Exhibit II

Opened: September 9, 2022 For: SAPD - Annual Contract For 9mm Hornady Ammunition For Police and Other Law Enforcement Officers		BuyBoard			
6100015942		AAS	Non-Local	Non-Local	Non-Local
Item	Description	Estimated Annual Quantity	GT Distributors, Inc. 1124 New Meister Lane, Suite 100 Pflugerville TX 78660	GT Distributors, Inc. 1124 New Meister Lane, Suite 100 Pflugerville TX 78660 512-451-8298	Proforce Marketing, Inc. 2625 Stearman Rd., Suite A Prescott, AZ 86301
1	Hornady 9mm - LE Brass Case, Training 135Gr FMJ Part # 90238 Manufacture Name: Manufacturer Product Number: Vendor Part # Grain weight Rounds Per Case Price Per Case Price Total Lead Time In Days	2575	Hornady 90238 Hornady-90238 .135 gr 1000 \$394.80 \$1,016,610.00 90-270 Days	Hornady 90238 Hornady-90238 .135 gr 1000 \$465.43 \$1,198,482.25 90-270 Days	Agula 1E092110 1E092110 .124 gr 1000 \$226.81 \$584,035.75 60 Days ARO, Up to 300,000 rounds a month
2	Hornady 9mm - Luger-Flex Lock Duty, P135 gr Part # 90225 Manufacture Name: Manufacturer Product Number: Vendor Part # Grain weight Rounds Per Case Price Per Case Price Total Lead Time In Days	596	90225 Hornady 90225 Hornady-90225 .135 gr 1000 \$530.27 \$316,040.92 90-270 Days	90225 Hornady 90225 Hornady-90225 .135 gr 1000 \$625.43 \$372,756.28 90-270 Days	No Bid
3	SUBSTITUTE AMMUNITION FOR ITEM # 1: Hornady 9mm - LE Brass Case, Training 135Gr FM Speer 9mm- Dot G2 Luger 147 gr Part # 54226 Manufacture Name: Vendor Part # Grain weight Rounds Per Case Price Per Case Price Total Lead Time In Days Warranty Shelf Life Payment Terms Estimated Annual Total	20	Speer CCI-54226 .147 gr 1000 \$1,000.57 \$20,011.40 270-540 Days Limited 1 Year No response Net 30 \$1,352,662.32	Speer CCI-54226 .147 gr 1000 \$732.82 \$14,656.40 270-540 Days NA NA Net 30 \$1,585,894.93	No Bid Limited 1 Year No response Net 30 \$584,035.75
Estimated Annual Award			\$1,332,650.92	\$14,656.40	Incomplete



CITY OF SAN ANTONIO
FINANCE DEPARTMENT PURCHASING DIVISION

REQUEST FOR OFFER (“RFO”) NO.: 6100015942

SAPD - ANNUAL CONTRACT FOR 9MM HORNADY AMMUNITION
FOR POLICE AND OTHER LAW ENFORCEMENT OFFICERS

Date Issued: AUGUST 29, 2022

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 A.M., CENTRAL TIME, SEPTEMBER 9, 2022

Responses may be submitted by any of the following means:
Electronic submission through the Portal
Electronic submission by Email

Bid Submission will only be accepted electronically.

Offer Due Date: 10:00 A.M. C.T., SEPTEMBER 9, 2022 RFO No.: 6100015942

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NA DBE / ACDBE Requirements: NA

See Instructions for Offerors and Attachments sections for more information on these requirements.
Pre-Submittal Conference * No

Staff Contact Person: ANGELA ALONSO-SMITH, PROCUREMENT SPECIALIST III,
P.O. Box 839966, San Antonio, TX78283-3966
Email: ANGELA.ALONSO-SMITH@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

Offers sent to City by facsimile shall be rejected.

Submission of Offers by Email. Submit one document by email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers, and submitted in the same manner as original offers. For electronic offers, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

Offerors 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 RFO or offers from the time the RFO 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 RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Offerors and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form (s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this RFO after the due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

Provided 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.

Prohibited Financial Interest.

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

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

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

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/atty/ethics/pdf/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.
Mail to:

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

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

Certificate of Interested Parties (Form 1295)

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

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

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

Print and sign your completed Form 1295. Submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

(1) receives compensation from the business entity for the person's participation;

(2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and

(3) is not an employee of the business entity or of an entity with a controlling interest in the business entity

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004-SPECIFICATIONS / SCOPE OF SERVICES

4.1 SPECIFICATIONS

The City of San Antonio is soliciting offers for training and service 9mm ammunition in accordance with the specifications listed. Substitute 9mm ammunition will only be acceptable by the CITY in the event that standard ammunition is not available during nationwide ammunition shortages by the time required by SAPD. Vendor shall obtain CITY designee approval prior to delivery of substitute ammunition items. This ammunition will be utilized by the SAPD Patrol Officers, and other law enforcement officers in the following units: Narcotics, Fusion Center, Executive Protection, Repeat Offenders, SWAT, Aviation, Fire, Arson, and Parks.

4.2 BACKGROUND

The SAPD Labor Relation Committee made the recommendation to make the transition from .40 caliber S&W Speer ammunition listed in table below to 9mm P135 grain ammunition identified in Section 4.3. partially due to nationwide ammunition shortages of .40 Caliber ammunition.

Manufacturer	Part #	Description	Caliber	Bullet (gr. = grain)
Speer Bullets	53955	Lawman	.40 S&W	165gr. TMJ
Speer Bullets	53970	LE Gold Dot Duty	.40 S&W	165 gr. GDHP

4.3 GENERAL REQUIREMENTS

- 4.3.1 The San Antonio Police Department's Firearms staff provided a standardized list of ammunition for Officers of the San Antonio Police Department using the Department of Justice Protocols. The ammunition listed herein is specific to Manufacturer, Description, Caliber, Bullet type and is also identified by part number. Any distributor may bid on the contract but must provide the required ammunition by specified brand.
- 4.3.2 Excessive defects or malfunctions/failures in ammunition shall be cause for the City of San Antonio to return all shipments at the sole expense of vendor and terminate this contract. City shall be the sole judge of whether there are excessive defects or failures.
- 4.3.3 MALFUNCTION//DEFECTS. Shall be defined as: Failure of ammunition to function in accordance with the design, intent, and expected performance when fired, launched, or otherwise employed.
- 4.3.4 Malfunctions include abnormal or premature functioning of ammunition despite normal handling, maintenance, storage, transportation, or tactical employment.
- 4.3.5 Excessive is defined as one (1) or more defects per one thousand (1,000) rounds (each) of ammunition.
- 4.3.6 Test round accuracy failure - Failure to deliver an average of three (3) inch shot groups or less of the point and aim distance of twenty-five (25) yards from an ordinary police test pistol or issued police service pistol of the San Antonio Police Department when such pistol is fired from a Ransom Rest device at twenty -five (25) yards shall be cause for rejection.
- 4.3.7 SAMMI STANDARDS. All ammunition must conform to standards set by the SPORTING ARMS AND AMMUNITION MANUFACTURER'S INSTITUTE (SAAMI), unless otherwise specified in writing in the description herein.
- 4.3.8 WRITTEN GUARANTEE. Vendor shall provide a written guarantee from the manufacturers of the individual components of the cartridge(s) against any defects in workmanship in the manufacture or assemblage of said cartridge(s).

- 4.3.9 **QUALITY.** All ammunition delivered under this contract shall be of the highest quality, factory new and boxer primed with a brass case.
- 4.3.10 **MANUFACTURER'S TEST FIRE DATA.** Vendor shall provide copies of all manufacturer's test fire data sheets for the selected type/lot of ammunition with Vendor's response to this RFO. Sheet will include at a minimum:
- 4.3.11 Individual round measurements for pressure and velocity on a minimum 10 round strings, and meet mean, standard deviation, maximum, minimum range, means +3s, and mean -3s, on pressure and velocity.
- 4.3.12 **RANDOM TESTING.** The City reserves the right to conduct random testing to ensure that all specifications are met. Ammunition that does not meet specifications or is found to be unsatisfactory will be returned to vendor at vendor's cost, for replacement. Refer to Section 4.3.3 Malfunction/Defects.
- 4.4 PRICING.** All proposal prices on Attachment C –Price Schedule shall remain firm fixed for the first year of this contract. Any requests for price increases after the Original Contract Term shall be submitted in writing in accordance with Section 005 – Supplemental Terms and Conditions, PPI Price Adjustment Clause.
- 4.4.1 **WRITTEN REQUESTS FOR PRICE ADJUSTMENTS.** Vendor must submit a written request for a price adjustment including the reason for the requested increase to the Finance Department Procurement Specialist for SAFD.
- 4.4.2 If a Vendor's direct cost decreases at any time during the term of this contract, Vendor shall immediately pass the decrease onto the City. Throughout this contract, the vendor shall offer the City any reduced prices in effect due to change in market conditions and/or the lower cooperative pricing, if applicable.

4.5 SUBSTITUTE AMMUNITION

Due to nationwide ammunition shortages the SAPD Labor Relation Committee has identified allowable substitute ammunition for the following Standard Ammunition, Item #1 and Item #2.

At City's discretion, City may accept substitute ammunition, in accordance with Section 4.7.2 SUBSTITUTE AMMUNITION SPECIFICATIONS, only in the event that the Standard Ammunition, Item #1 or Item #2, is not available due to a nationwide shortage. Suppliers shall provide the best price per case in Attachment C - Price Schedule for all substitute ammunition listed. In the event that the option to order Substitute Ammunition is utilized by City, the estimated annual quantities shall remain the same whether the City purchases Standard Ammunition or Substitute Ammunition and shall reflect SAPD's replacement of the estimated quantities for Ammunition Item #1 and Item #2.

4.5.1 APPROVAL PRIOR TO SHIPPING SUBSTITUTES

All substitute ammunition shipped by the vendor shall require prior written approval from SAPD as evidenced by a City issued Purchase Order prior to delivery.

Vendor shall notify SAPD by email when a Purchase Order issued to the vendor for standard ammunition is not available. The vendor shall email the requester and Armorer Blanca Hull per Section 4.6.4 DELIVERY TO SAPD and provide substitute ammunition lead time/delivery dates. The vendor email shall request and obtain approval to ship substitute ammunition and request and obtain a new Purchase Order number prior to shipping any substitute ammunition.

4.6 PACKAGING and DELIVERY REQUIREMENTS

- 4.6.1 **PACKAGING -** Packing slip must accompany each individual shipment and indicate type and quantity of ammunition. Ammunition with a specified unit of measure (UM) of a CASE shall be packaged and shipped in case quantities of 1,000 rounds. Ammunition boxes within the case must be packed in plastic or Styrofoam trays in individual boxes of no less than 20 and no more than 50 rounds. All other units of measure must ship in quantities, as specified in Section 009 ATTACHMENT A – Price Schedule.

- 4.6.2 SHIPPING - F.O.B Destination – See Section 006, General Terms & Conditions, Delivery of Goods and Services. All deliveries shall include complete manufacturer's specifications for each item.
- 4.6.3 DESCRIPTIVE LITERATURE - All ammunition shipments at time of delivery shall include descriptive literature to include, but not limited to, ballistic performance and manufacturing specifications and Material Safety Data Sheets (MSDS) where applicable.
- 4.6.4 DELIVERY TO SAPD - Inside delivery is required. All deliveries for SAPD Police Officers will be made to the San Antonio Police Training Academy, Armory, Building 3, 12200 S.E. Loop 410, San Antonio, Texas 78221. Attention: Blanca Hull, Police Armorer, Phone: 210-207-6227, Email: blanca.hull@sanantonio.gov. Delivery to a non-specified location will result in non-acceptance of the delivery by the City. No shipments will be accepted on Wednesdays.
- 4.6.5 DELIVERY TO UNITS - The delivery instructions and different addresses will be specified on the Purchase Order(s) for the following units: Narcotics, Fusion Center, Executive Protection, Repeat Offenders, SWAT, Aviation, Fire, Arson, and Parks. Hours of Operation: Monday - Friday 7:45am - 4:30pm
- 4.6.6 All deliveries must be pre-arranged with a minimum 24-hour notification, NO EXCEPTIONS.

4.7 ESTIMATED QUANTITY and DESCRIPTION:

* 1 Case = 1,000 rounds, UM= Unit of measure

4.7.1 STANDARD 9mm AMMUNITION SPECIFICATIONS

Item #	Manufacturer	Part #	Description	Caliber	Bullet (gr.= grain)	Estimated Annual Quantity
1	Hornady	90238	LE Brass Case Training	9mm	135gr. FM	2,575 Cases
2	Hornady	90225	Luger-Flex Lock Duty	9mm	P 135gr.	596 Cases

4.7.2 SUBSTITUTE AMMUNITION SPECIFICATIONS:

SUBSTITUTE AMMUNITION - APPROVED BY LRC						
Quantities listed are for evaluation purposes only and subject to change due to ammunition availability. Specific gr. Listed for evaluation						
Item #	Manufacturer	Description	Caliber	Bullet (gr.= grain)	Estimated Annual Quantity	
3	Speer	Dot G2 Luger	9mm	147gr.	20 Cases	

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. The contract shall terminate on October 30, 2025.

Renewals.

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

Temporary Short-Term Extensions.

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

Temporary Contract Pending Award of Contract by City Council

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend 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.

Warranty.

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

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

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.

Producer Price Index (PPI) Price Adjustment Clause.

Price Adjustments. The prices shown on the Price Schedule may be increased or decreased as follows:

Base Period for Price Adjustment. The base selling price is the price shown on the original Price Schedule submitted by Vendor with its original bid. The effective month and year of the base selling price (known as the “base period”) shall be the effective date of the month and year in which this contract is awarded.

Date for Price Adjustment. Prices may be adjusted annually (the “Price Adjustment Date”).

Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the PPI data published as of the Price Adjustment Date.

PPI Index for Price Adjustment. The U.S. Department of Labor, Bureau of Labor Statistics (“BLS”) Producers Price Index (“PPI”) for Industry; Small Arms Ammunition Manufacturing: All Other Ammo Products, Including Industrial Shells & Cartridges, Air Gun Ammo, Percussion Caps), not seasonally adjusted index base period = June 2002 = 100, Series ID:

PCU33299233299207 shall be used by the Parties to calculate changes in price. If this index is discontinued, the Parties shall use the next, higher level series of this index that is available. If no higher level series of said index is available, the Parties shall negotiate a successor index. If the BLS changes the title of this index or recodes the index, it is considered the same series and requires no change by the Parties.

Official Source of Data for Price Adjustment. The parties shall use the PPI Detailed Report as the source of data for the index.

Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.

Divide the current index value (the value as of the date stated for the price adjustment) by the index value for the base period. The resulting number is the percentage change in the index value between the current period and the base period (the "percentage change in index value").

Multiply the base price by the percentage change in index value. The sum equals the adjusted price.

Example: (The numbers shown below are for illustration purposes only.)

Current index value at time of calculation	115.5
Divided by index for base period	110.0
Equals	1.050

Base price	\$1,000.00
Multiplied by the percentage change in index value	1.050
Equals adjusted price	\$1,050.00

The same procedure shall be followed for each adjustment authorized herein, using the current index at the time the adjustment is made and the original base period.

Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment to the Finance Department. Requests must be received by the Finance Department at least 60 days' prior to the date the price adjustment is to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience.

City may initiate a price adjustment in the event of falling prices. City shall notify Vendor at least 60 days' prior to the date the price adjustment is to take effect.

Insurance.

A) Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department/ Purchasing Division, which shall be clearly labeled "SAPD ANNUAL CONTRACT FOR 9MM AMMUNITION". The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall such certificate and endorsements have been received and approved by the City's Finance Department/Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority have no duty to pay or perform under this Agreement until to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) A Vendor's financial integrity is of interest to the City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by the City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by

D) companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal/Advertising Injury e. Contractual Liability	For bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single. Limit for bodily injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service. Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.

E) Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of Vendor herein and provide a certificate of insurance and endorsement that names the Vendor and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of Vendor. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

F) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. Vendor shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. Vendor shall pay any costs incurred resulting from provision of said documents.

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

G) Vendor agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the

- workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

H) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

I) In addition to any other remedies the City may have upon Vendor's failure to provide and maintain any

J) insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Vendor to stop work hereunder, and/or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

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

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

M) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided.

N) Vendor and any Subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

- Attachment A - Local Preference Program Ordinance
- Attachment B - Local Preference Program Identification Form
- Attachment C - Price Schedule
- Attachment D - Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance-Language
- Attachment E- Veteran-Owned Small Business Preference Program (VOSBPP) Tracking Form

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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.

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided here under, 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.

S.B. 943 – 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 RFO 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 an offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO 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 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 Organizations 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. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on said list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), addendums, 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 an offer, electronically, Offeror represents that:

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

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

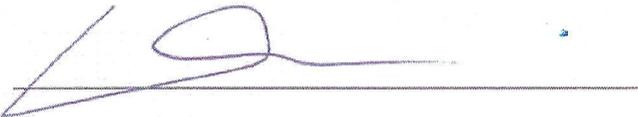
Offeror is in good standing with the Texas State Comptroller's Office; and

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

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

Offeror Information Please
Print or Type

Vendor ID No. 74-2339528
Signer's Name DAVID CURTIS
Name of Business G T DISTRIBUTORS, INC.
Street Address 1124 NEW MEISTER LN., STE 100
City, State, Zip Code PFLUGERVILLE, TX 78660
Email Address txbids@gtdist.com
Telephone No. 512-451-8298
Fax No. 800-480-5845
City's Solicitation No. 6100015942



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009-ATTACHMENTS

ATTACHMENT A

LOCAL PREFERENCE PROGRAM ORDINANCE

In accordance with Chapter 271, Texas Local Government Code, the City adopted a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII.

This solicitation is subject to the Local Preference Program. For more information on the program, refer to the Local Preference Program Identification Form attached to this solicitation.

All bidders are required to complete and submit the Local Preference Identification form, regardless of the location of their business.

ATTACHMENT B

LOCAL PREFERENCE PROGRAM IDENTIFICATION FORM

(Posted as separate document)

009 – ATTACHMENTS

ATTACHMENT C - PRICE SCHEDULE

DESCRIPTION		All prices shall be round to two decimal places. Estimated Quantity: 1 Case = 1,000 rounds					
<u>Ammunition, as specified in Section 004- Specifications</u>							
STANDARD AMMUNITION							
Item #	Manufacturer	Part #	Estimate Annual Quantity /UM	Specify Vendor Part #	Unit Price	Extended Price (Quantity x Unit Price)	Lead Time In Days
1	Hornady 9mm LE Brass Case Training .135Gr FM	90238	2,575 CASE	Hornady-90238	\$ 465.43	\$ 1,198,482.25	90-270 Days
2	Hornady 9mm Luger-Flex Lock Duty P135 gr	90225	596 CASE	Hornady-90225	\$ 625.43	\$ 372,756.28	90-270 Days
	Warranty: <u>N/A</u> # of Months/Years Shelf Life: <u>N/A</u> # of Months/Years				\$	\$ 1,571,238.53	
					TOTAL (Items #1 & 2)	\$ 1,571,238.53	
SUBSTITUTE AMMUNITION							
3	Speer 9mm Dot G2 Luger 147 gr	Enter Part # 54226	20 CASE	CCI-54226	\$732.82	\$ 14,656.40	270-540 Days

ATTACHMENT C - PRICE SCHEDULE

Please provide and/or complete the following:

- 1) Prompt Payment Discount: 0 % days
- 2) Per Section 4.3.8 provide a WRITTEN GUARANTEE
- 3) Per Section 4.3.10 provide MANUFACTURER'S TEST FIRE DATA.
- 4) Provide CERTIFICATE OF INTERESTED PARTIES (Form 1295)
- 5) Copy of Insurance

ATTACHMENT D

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

ATTACHMENT E

VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM

(Posted as a separate document)



ADDENDUM I

SUBJECT: Request for Offer (RFO 6100015942), SAPD - Annual Contract For 9MM Hornady Ammunition for Police and Other Law Enforcement Officers to Close: August 29, 2022; Date of Issue: September 9, 2022

FROM: Jennifer Johnson
Procurement Administrator

DATE: September 16, 2022

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I - TO THE ABOVE REFERENCED REQUEST FOR OFFER

THE ABOVE MENTIONED RFO IS HEREBY AMENDED AS FOLLOWS:

- 1. Add to Section 004 - SPECIFICATIONS/SCOPE OF SERVICES, Subsection 4.8:** City is hereby authorized, at its option, to purchase any ammunition using the terms of this RFO and pricing contained on the Price Schedule, or, alternatively, using the pricing provided under the GT Distributors BuyBoard Contract # 603-20 or other active BuyBoard Contract #. City may exercise this option to purchase at the most favorable pricing for any order. No order shall be deemed a final election to use the RFO Price Schedule or BuyBoard contract pricing. If the BuyBoard contract is renewed, or GT Distributors enters into a new contract with BuyBoard, City may exercise this same option using the new or renewed BuyBoard contract. If City elects to purchase under a new BuyBoard contract, that new contract shall be incorporated into this agreement by amendment.
- 2. Add to Section 005 - Supplemental Terms & Conditions:**

BuyBoard Cooperative Contract Provisions. Solely for purposes of purchases made using BuyBoard contract pricing, the following terms and conditions shall apply.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 603-20 through BuyBoard.

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

3. **Section 005 – Supplemental Terms & Conditions, Warranty**, is hereby replaced in its entirety with the following two sections:

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY 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.


Jennifer Johnson
Procurement Administrator
Finance Department-Purchasing Division

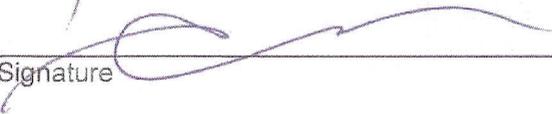
ACKNOWLEDGED AND AGREED:

Date 09/19/2022

Company Name G T DISTRIBUTORS, INC.

Address 1124 NEW MEISTER LN., STE 100

City/State/Zip Code PFLUGERVILLE, TX 78660


Signature _____

Finance Department, Purchasing Division
PO Box 839966 ♦ San Antonio, TX 78283-3966 ♦ Tel: 210-207-5734