



**CITY OF SAN ANTONIO**  
**FINANCE DEPARTMENT - PROCUREMENT DIVISION**

REQUEST FOR OFFER (“RFO”) NO.: 6100015563  
FITNESS EQUIPMENT FOR THE SAN ANTONIO FIRE  
DEPARTMENT (SAFD)

Date Issued: APRIL 18, 2023

RESPONSES MUST BE RECEIVED **NO LATER** THAN:  
10:00 A.M., CENTRAL TIME, APRIL 24, 2023

Responses may be submitted by any of the  
following means: Electronic submission  
through the Portal  
Electronic submission by email  
**“Offer Submissions will only be accepted electronically”**

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:  
Velma Fontenot,  
Procurement Specialist II  
Email: [velma.fontenot@sanantonio.gov](mailto:velma.fontenot@sanantonio.gov)  
Phone Number: 210-207-4047

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## 003- INSTRUCTIONS FOR OFFERORS

### Submission of Offers.

Submission of Electronic Offers Through the Portal. Submit one offer electronically by the due date provided on the CoverPage. 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.

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 offers submitted by email, provide a coverletter with the offer, indicating it is a modified offer and that the Original offer is being withdrawn. For electronic offers submitted through the portal, 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. Offers sent by email must be a PDF document reflecting a manual signature.

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

Certified Vendor Registration Form. If Offeror has not completed 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.

Email Alternate Offers. Alternate offers submitted by fax or email must include a cover letter identifying the submission as an alternate offer. Each alternate offer must be designated as Alternate Offer No. 1, 2, etc. Failure to follow instructions may result in rejection of an offer.

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 offers 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 City's 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 calendar 2 days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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.

### 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 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 shall not be considered proprietary or confidential.

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

Rejection of Offers.

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

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

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

the offer; The offer is conditional; or

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

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

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

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted by email. 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 and 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, Offeror's facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

#### Prompt Payment Discount.

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

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

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

#### Prohibited Financial Interest.

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

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or

- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting 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.

Conflict of Interest:

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.

The Purchasing Division will not deliver the forms to the City Clerk for you.

## 004– SPECIFICATIONS/SCOPE OF SERVICE

**4.0 SCOPE:** The City of San Antonio is soliciting bids for the purchase, delivery and turnkey installation of fitness equipment for the San Antonio Fire Department (SAFD) in accordance with the specifications listed herein.

### 4.1.1 GENERAL REQUIREMENTS:

- 4.1.2 Upon installation of the equipment, the Supplier shall conduct a minimum of 15 hours (20 minutes per location) of training in the proper care, maintenance, and diagnostics for each piece of equipment at no additional cost to the City.
- 4.1.3 All equipment and accessories shall meet or exceed all established codes, standards and certifications with respect to durability, performance, and life safety, including all applicable OSHA requirements.
- 4.1.4 Prices bid shall include furnishing all materials, equipment, tools, and labor necessary for a turnkey installation of the equipment. Assembly and freight charges are to be included in the bid price.
- 4.1.5 A complete set of hardcopy or soft copy electronic version operator's manuals, maintenance, repair manuals, and parts list for all major components shall be delivered with each unit.
- 4.1.6 Specific warranty information shall accompany the bid.
- 4.1.7 Existing fitness equipment located at several Fire Stations will not be reused. Bidders shall propose an Optional Credit on the Price Schedule for the existing fitness equipment. Photographs of the existing equipment are provided for reference as Attachment C. By signing their bid response, bidders understand that they are accepting this fitness equipment as-is and will not be able to return to the City. This trade-in amount will be deducted from the total.

### 4.2. DELIVERY AND ASSEMBLY:

- 4.2.1 All fitness and weight equipment shall be delivered F.O.B. unloaded, installed, serviced and ready to use within timeframe noted on the Price Schedule. The delivery location will be noted on the purchase order issued by the participating Fire Station. Supplier shall notify SAFD 48 hours prior to making delivery of the fitness equipment. Delivery locations and location addresses can be found in Attachment D.
- 4.2.2 There are no loading docks or ramps available at the delivery sites. Supplier shall take this into consideration when arranging for delivery and installation of fitness and weight equipment.
- 4.2.3 Deliveries will be accepted at the above location between the hours of 8:00 am and 4:00 pm, Monday through Friday, City of San Antonio holidays excluded, unless special arrangements are made in advance of shipping the product. Holidays and City closures may be found here at <https://www.sa.gov/Government/Closures>.
- 4.2.4 Bidder shall provide all labor, material and equipment necessary to provide inside delivery and installation of the equipment.
- 4.2.5 All trash shall be removed by the Supplier upon completion of work. Supplier shall ensure said debris is disposed of in a proper manner. Debris shall not be deposited into City or privately owned trash receptacles, dumpsters, or left on the side of any facility.

### 4.3 EQUIPMENT SPECIFICATIONS:

- 4.3.1. Unless otherwise specified, manufacturer names, brand names, or catalog numbers listed herein are intended only to describe the quality and performance level desired. They are not intended to limit competition.
- 4.3.2. Supplier may offer any equivalent product that meets or exceeds the specification. If bids are based on equivalent products, the Supplier shall indicate the alternate manufacturer name and catalog number on the Price Schedule. Supplier must also include a detailed comparative analysis of the equivalent substitute product with their bid submission.



4.3.3. City shall be the sole judge as to whether items bid are equivalent to those specified.

#### 4.4 EQUIPMENT MINIMUM SPECIFICATIONS:

4.4.1 Treadmill, Referenced Manufacturer **Matrix T-LS-LED Treadmill or approved equal**

##### **Required Features:**

- 7 year warranty on frame and drive motor
- 3 year warranty on parts and labor
- Self-lubricating deck system
- 4.2 HP AC motor
- 12 preprogrammed workouts to include WFI, USB Port
- .5-12 MPH
- 60"x22" running surface
- Step-on height 7"
- contact and telemetric heart rate
- minimum 400lb max user weight
- Quantity: 25

4.4.2 Rower, Referenced Manufacturer **Concept 2 Model D Rower or approved equal**

##### **Required Features:**

- Aluminum I-beam monorail with stainless steel seat track
- fully enclosed chain driven flywheel
- steel with glass reinforced ABS Squirrel cage fan attached
- backlit liquid crystal display shows time/distance rowed, calories burned, power produced (watts), stroke rate, stroke output (watts calories, meters) and average pace (time per 500 meters)
- library of preset workouts (timed, distance, timed interval, distance interval, projected finish (time or distance)
- split memory recall function
- wireless heart rate monitoring using ANT + and Bluetooth Smart with compatible devices
- adjustable air resistance
- power generation feature to extend the life of the batteries
- adjustable footboard system.
- Quantity: 4

4.4.3 Climbmill, Referenced Manufacturer **Matrix Endurance LED Climbmill or approved equal**

##### **Required Features:**

- 10" step on height
- 10"x18"x8" step dimensions
- 8 workouts to include WFI and CPAT
- Auto stop function
- industrial grade drive chain and belt
- perimeter handlebar
- locking staircase
- resistance range 24-162 SPM
- 25 resistance levels
- minimum 400lb max user weight
- contact and telemetric heart rate
- 7 yr warranty on frame and drive motor
- 3 yr warranty on parts and labor
- Quantity: 6

4.4.4 Elliptical, Referenced Manufacturer **Matrix EP-LS-LED or approved equal**

**Required Features:**

- 7 yr warranty on frame and drive motor
- 3 yr warranty on parts and labor
- 7 workouts
- brushless generator
- 5 w powered or 35 w self-powered
- 10 RPM powered or 30 RPM self-powered
- 20" stride length
- 9.1" step-on height
- 2.5" pedal spacing
- 5-650 Watt range
- contact and telemetric HR
- minimum 400lb max user weight
- self-powered or 100-240V10" step on height
- Quantity: 38

4.4.5 Spin Bike, Referenced Manufacturer **Matrix CXC Spin Bike or approved equal**

**Required Features:**

- Flexonic belt
- 1:10 drivetrain gear ration
- Magnetic resistance system
- emergency stop
- rear, aluminum flywheel
- pin-to-lock adjustments
- quick touch levers to adjust
- two transport wheels
- 4 leveling feet
- dual sided pedal with SPD and toe cage
- steel frame
- multi position handlebars with integrated water bottle holder
- minimum 350lb max user weight
- 1 yr warranty
- 7 yr warranty on frame and drive motor
- Quantity: 2

4.4.6 Power Cage, Referenced Manufacturer **Fringe Sports Floor-Mounted Power Cage Model 4367 or approved equal**

**Required Features:**

- 11-gauge steel with black matte powder coat
- 1000 lb capacity
- 2 j-cups
- 2 safety arm bars
- 4 weight plate holders
- 48.5 wide
- 34" deep and 90" tall
- Westside spacing in bench zone
- min. 400lb pull-up bar capacity
- 1-year warranty
- Quantity: 1

4.4.7 Adjustable Bench, Referenced Manufacturer **Tuff Stuff CMB 375 Adjustable Bench or approved equal**

**Required Features:**

- 7 positions from decline to full upright position
- leg hold down support and independent seat adjustments
- built-in handle and wheels for moving
- lifetime warranty
- Quantity: 1

4.4.8 Medicine Balls, Referenced Manufacturer **Dynamax 16-lb and 20-lb Medicine Balls or approved equal**

**Required Features:**

- 14" in diameter
- moisture resistant
- made from 70% post-consumer recycled materials
- soft-shell construction and balanced uniform weight
- black/gray in color
- Quantity: 1, 16-lb; 1, 20-lb

4.4.9 Slam Ball, Referenced Manufacturer **Matrix Xult 25-lb Slam Ball or approved equal**

**Required Features:**

- 9.8" diameter
- Heavy-duty rubber shell designed for slamming
- Quantity: 1

4.4.10 Kettle Bells, Referenced Manufacturer **Fringe Sports Kettlebells 13, 18, 22, 26, 31, 25, 40, 44, 53, 62, 70-lb or approved equal**

**Required Features:**

- Solid cast iron
- powder coated
- black
- color coating by weight and a wide, flat machined base
- 1 year warranty
- Quantity: 2 each weight

4.4.11 Kettle Bell Rack, Referenced Manufacturer **Tuff Stuff CDR 300E Rack for Kettlebells or approved equal**

**Required Features:**

- 2-tier
- 12" tray depth
- 56" L x 21" W x 40" H,
- 11 gauge oval tubular steel frame with 2x2" round tubing
- all welded construction
- powder coat finish
- 10 year warranty
- Quantity: 2

4.4.12 Landmine, Referenced Manufacturer **Troy Landmine Stand Alone GLAND or approved equal**

**Required Features:**

- 360-degree rotational pivot
- for rotational exercises
- able to use with any Troy bar
- VTX or USA Olympic bar and bumper plates
- Quantity: 1

4.4.13 Wonder Bar, Referenced Manufacturer **Fringe 20kg Bearing Wonder Bar V2 or approved equal**

**Required Features:**

- 1600 lb weight capacity
- 20kg
- 4 needle bearing cartridges per collar
- stiff whip, fast spin,
- 86" long,
- 16" sleeve with 2" diameter
- dual knurling
- black zinc-plated alloy steel
- 28 mm shaft diameter
- lifetime warranty
- 360-degree rotational pivot
- Quantity: 1

4.4.14 Curl Bar, Referenced Manufacturer **Fringe Curl Bar or approved equal**

**Required Features:**

- 1000 lb weight capacity
- chrome sleeve finish
- 28mm diameter shaft with black zinc finish
- 2" sleeve diameter
- 10.5" length bushing
- 55 " long
- lifetime warranty
- Quantity: 1

4.4.15 Clamp Collars, Referenced Manufacturer **1 Fringe Proloc Collar Pair or approved equal**

**Required Features:**

- Clamp Collars
- Must be able to Flip the thumb Locking Mechanism
- Quantity: 2 pairs

4.4.16 Bumper Plates, Referenced Manufacturer **Troy 10-25-45-lb Bumper Plates or approved equal**

**Required Features:**

- Interlocking commercial grade
- Solid Rubber construction with steel insert
- Black
- Quantity 2 sets

4.4.17 Ab Mats, Referenced Manufacturer **Prism Ab Mats or approved equal**

**Required Features:**

- Contoured to lower back
- 3-lbs
- minimum 90-day warranty
- Quantity: 2

4.4.18 Foam Rollers, Referenced Manufacturer **Prism Foam Rollers or approved equal**

**Required Features:**

- 2' long
- EPE polyethylene foam with 9 exercises printed on the roller
- Minimum 90-day warranty
- Quantity: 2

## 005- SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon City's issuance of a Purchase Order. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

### Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Not with standing anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term 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 665-22 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.

### 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 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.

Prior to the commencement of any work under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY's Finance Department/Procurement Division. The certificate must be:

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

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Finance Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

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

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

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
3. 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.
4. 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
5. Products liability	\$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.

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

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

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

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

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

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

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

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

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

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

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

#### Incorporation of Attachments.

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

- Attachment A – Price Schedule
- Attachment B – Working with COSA
- Attachment C – Photos of Trade-In Equipment
- Attachment D – Delivery and Trade-In Locations
- Attachment E – Fire Station Addresses

Exhibit I – Buyboard 665-22



## 006- GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, whether through City's portal, or by e-mail, 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](mailto:accounts.payable@sanantonio.gov).

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

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor

to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

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



### Information Required On Invoice.

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

### Payment by City.

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

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

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

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

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

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 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 City for damages sustained by virtue of any breach by Vendor.

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

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

payment of any debt due by City herein.

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

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

### **INDEMNIFICATION.**

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

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

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

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

### Records Retention.

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

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

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

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

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 award letter, 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 Amendment provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**



## 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.



# CITY OF SAN ANTONIO

## **Working with COSA ----- Keys to faster payments**

Welcome to doing business with the City of San Antonio (COSA)!  
and offer the following guidelines to ensure we are in the best position to process your payments quickly and timely:

We appreciate our suppliers and vendors  
and offer the following guidelines to ensure we are in the best position to process your payments quickly and timely:

- ❖ COSA works on a Purchase Order (PO) system. It is the vendor's responsibility to obtain a valid Purchase Order from the ordering department each time an order is placed.
  - The PO number is required to be included on all invoices and should be included on shipping documents where possible.
  - City PO numbers begin with "45" or "80" and are 10 digits in length.
  - Invoices received without a valid PO number are subject to return for correct billing.
  - Payment date is determined from the later of: date of receipt of goods/service or the date of receipt of a valid invoice by the City plus the number of days/ payment terms agreed to in the contract.
  - PO's are issued for a specific quantity and/or dollar value. Vendors should fill orders up to that amount and have a method of tracking when the PO value has been met. When the PO is complete, the vendor should contact the ordering City Department for a new PO number before further goods or services are provided.
  - Please ensure your invoice billing is in the same quantity and net price values as the bid. The PO will be set up per the contract and the invoicing must match the detail on the PO.
  
- ❖ It is our policy to not make manual corrections to invoices. Most City contracts do not allow miscellaneous charges, delivery charges and other surcharges.
  - Credit memos will be accepted to offset pricing issues.
  - Other erroneous items included may result in rejection of the invoice and will require a new, correct invoice.
  
- ❖ Original invoices and monthly statements should be submitted directly to Accounts Payable: Please ensure you have rules in place in your system that will prevent unauthorized requests to change the billing address.

### **By Mail:**

City of San Antonio  
Finance Department / Accounts Payable  
P.O. Box 839976  
San Antonio, TX 78283-3976

### **By Delivery service:**

City of San Antonio  
Finance Department / Accounts Payable  
100 W Houston St.  
San Antonio, TX 78205

**By Electronic submission:** .pdf format is required. Please ensure each invoice is submitted as a separate file and each file name is a unique identifier (no file should have the same name as another file being submitted). Multiple files may be sent on one e-mail.

[Accounts.Payable@sanantonio.gov](mailto:Accounts.Payable@sanantonio.gov)

Original, first time submission invoices only

[apteam@sanantonio.gov](mailto:apteam@sanantonio.gov)

Statements & status inquiries

**Please note:** 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. You may courtesy copy departmental personnel on the e-mail if requested.

- ❖ At a minimum, all invoices should include the following fields and information:
  - Vendor name, address and phone number
  - dba name (if applicable)
  - Remit address for payments (if applicable)
  - Ship to name, address and Department Name
  - Invoice number – ensure it is a unique number for each invoice
  - Invoice date
  - Purchase Order number
  - Payment terms including discounts or retainage terms
  - Line item detail for each item ordered including quantity, unit price, total
  - Total invoice amount

**\*\*To prevent FRAUD from occurring, please do not include Banking information on submitted invoices.\*\***

- ❖ Please ensure COSA receives a legible invoice, the original white or top copy, no colored paper please.
- ❖ The City is sales tax exempt. Please ensure your system is properly maintained to ensure sales tax is not included on your invoices. If you need a State of Texas Sales Tax exemption form, contact the ordering Department.
- ❖ Change of address or change of remittance address notifications should be submitted in writing to [vendors@sanantonio.gov](mailto:vendors@sanantonio.gov) or fax to (210) 207-7270 along with appropriate documentation. An updated W-9 showing the new address is required.
- ❖ Each COSA vendor is assigned to a specific AP Specialist, ready to answer your inquiries. For the contact name, please call the Accounts Payable section’s main phone number (210) 207-2064 and ask to be directed.

We thank you for taking the time to review this information and look forward to working with you.

**Finance**  
**Department City of**  
**San Antonio**



**ATTACHMENT C – PHOTOS OF TRADE-IN EQUIPMENT**

(Posted as Separate Document)

**ATTACHMENT D – DELIVERY AND TRADE-IN LOCATIONS**

(Posted as Separate Document)

**ATTACHMENT E – FIRESTATION ADDRESSES**

(Posted as Separate Document)

**EXHIBIT I – BUYBOARD # 665-22**

(Posted as Separate Document)

# **JOHNSON**

*FITNESS & WELLNESS*

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Johnson Fitness & Wellness - [www.johnsonfitness.com/commercial](http://www.johnsonfitness.com/commercial)

REQUEST FOR OFFER (“RFO”) NO.:6100015563

FITNESS EQUIPMENT FOR THE SAN ANTONIO FIRE DEPARTMENT (SAFD)

Date Issued: April 18, 2023

Responses must be received No Later than:

10:00 a.m., Central Time, April 24, 2023

RESPONSE SUBMISSION BY:

JOHNSON HEALTH TECH RETAIL, INC.

DBA: JOHNSON FITNESS & WELLNESS

LORNE LAPORTE

TEXAS REGIONAL MANAGER

o. 512.638.0633 / f. 512.300.0559

[Lorne.LaPorte@Johnsonfit.com](mailto:Lorne.LaPorte@Johnsonfit.com)

AND

RON ADAMS

SENIOR INSIDE SALES

o. 512.663.0645 / f. 512.331.6802

[Ron.Adams@Johnsonfit.com](mailto:Ron.Adams@Johnsonfit.com)

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009 ATTACHMENTS

ATTACHMENT A: PRICE SCHEDULE, RFO 6100015563

Notes:

1. Unit Cost shall include all costs for that item including delivery, installation, setup, warranty, overhead, profit, etc.
2. Bids will only be accepted with bid pricing to the hundredths. Any pricing extended out to three decimal points will be truncated to two decimal points in the City's favor.

ITEM NO.	DESCRIPTION	UNIT COST (A)	QTY (B)	TOTAL COST (A X B)
1	<b>Matrix T-LS-LED Treadmill or approved equal</b> Warranty: <u>7yr frame &amp; motor, 3yrs. parts &amp; 3yrs. labor</u> Manufacturer, Model #: <u>Same</u>	\$ 3585.84	25 each	\$ 89646.00
2	<b>Concept 2 Model D Rower or approved equal</b> Warranty: <u>Frame Parts - 5yr Limited &amp; All parts-2yr Limited</u> Manufacturer, Model #: <u>Same</u>	\$ 1,192.56	4 each	\$ 4,770.24
3	<b>Matrix Endurance LED Climbmill or approved equal</b> Warranty: <u>7yr frame &amp; motor 3yrs. parts &amp; 3yrs. labor</u> Manufacturer, Model #: <u>Same</u>	\$ 7,144.47	6 each	\$ 42,866.82
4	<b>Matrix EP-LS-LED or approved equal</b> Warranty: <u>7yr frame &amp; motor 3yrs. parts &amp; 3yrs. labor</u> Manufacturer, Model #: <u>Same</u>	\$ 3,041.50	38 each	\$ 115,557.00
5	<b>Matrix CXC Spin Bike or approved equal</b> Warranty: <u>7yr frame, 3yrs. parts &amp; 1yr labor</u> Manufacturer, Model #: <u>Same</u>	\$ 1,660.24	2 each	\$ 3,320.48
6	<b>Fringe Sports Floor-Mounted Power Cage Model 4367 or approved equal</b> Warranty: <u>1yr.</u> Manufacturer, Model #: <u>Same</u>	\$ 867.54	1 each	\$ 867.54

**ATTACHMENT A: PRICE SCHEDULE, RFO 6100015563 (CONTINUED)**

**Notes:**

1. Unit Cost shall include all costs for that item including delivery, installation, setup, warranty, overhead, profit, etc.
2. Bids will only be accepted with bid pricing to the hundredths. Any pricing extended out to three decimal points will be truncated to two decimal points in the City's favor.

ITEM NO.	DESCRIPTION	UNIT COST (A)	QTY (B)	TOTAL COST (A X B)
7	<b>Tuff Stuff CMB 375 Adjustable Bench or approved equal</b> Warranty: <u>10yrs frame &amp; 6m upholstery</u> Manufacturer, Model #: Same _____	\$ 866.58	1 each	\$ 866.58
8a	<b>Dynamax 16-lb Medicine Ball or approved equal</b> Warranty: <u>Discretionary 2yrs.</u> Manufacturer, Model #: Same _____	\$ 167.66	1 each	\$ 167.66
8b	<b>Dynamax 20-lb Medicine Ball or approved equal</b> Warranty: <u>Discretionary 2yrs.</u> Manufacturer, Model #: Same _____	\$ 183.62	1 each	\$ 183.62
9	<b>Matrix Xult 25-lb or approved equal</b> Warranty: <u>1yr.</u> Manufacturer, Model #: Troy, GSMB 025 25lb Slam Ball _____	\$ 58.11	38 each	\$ 2,208.18
10	<b>Fringe Sports Kettlebells, 13, 18, 22, 26, 31, 25, 40, 44, 53, 62, 70-lb or approved equal</b> Warranty: <u>1yr.</u> Manufacturer, Model #: Same _____	\$ 1,145.38	2 sets	\$ 2,290.76
11	<b>Tuff Stuff CDR 300E Rack for Kettlebells or approved equal</b> Warranty: <u>10yrs frame</u> Manufacturer, Model #: Same _____	\$ 278.58	2 each	\$ 557.16
12	<b>Troy Landmine Stand Alone GLAND or approved equal</b> Warranty: <u>1yr.</u> Manufacturer, Model #: Same _____	\$ 60.97	1 each	\$ 60.97



**ATTACHMENT A: PRICE SCHEDULE, RFO 6100015563 (CONTINUED)**

**Delivery time after receipt of order** 30 (indicate number of calendar days)

**PROMPT PAYMENT DISCOUNT:**

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

**ACCOUNT REPRESENTATIVE CONTACT INFORMATION**

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

Name: Lorne LaPorte

Title: Texas Regional Manager

Phone: 512.638.0633 Fax: 512.300.0559

Email: lorne.laporte@johnsonfit.com

007-SIGNATURE PAGE

By submitting an offer, 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. V30016771  
Signer's Name Ron Adams  
Name of Business Johnson Health Tech Retail, Inc.  
Street Address 1600 Lindmark Drive  
City, State, Zip Code Cottage Grove WI 53527  
Email Address ron.adams@johnsonfit.com  
Telephone No. 512.663.0645 512.658.2860  
Fax No.  
City's Solicitation No. 6100015563



Signature of Person Authorized to Sign Offer



## Equal or Better Comparison

TROY



### SLAM BALL

GSMB-025

#### WEIGHT

25 lbs ▼

VTX slam ball is encased in a tough rubber shell that is equipped with an easy to grip surface. The VTX slam ball will add a new dimension to your workout.

#### MEASUREMENTS

Thickness: 3.0MM -3.2MM

Diameter: 10/15/20/25/30LBS – 9", 40/50 – 10"

Weight: 10,15,20,25,30,35, and 50LBS

VTX products come with a full 1-year warranty against manufacturer defects or breakage through improper use by the end-user in light commercial setting. This 1-year warranty does cover in a light commercial setting.

Vs.

## XULT SLAM BALLS

Help users exercise their entire body and build power behind explosive movements with durable slam balls designed for hard use.

**Warranty: 90 day limited warranty**

**Sizes: 6, 8, 10, 15, 20, 25 and 30 lbs.**



### FEATURES/BENEFITS

- Available in seven sizes from 6 lbs. to 30 lbs.
- Textured surface provides excellent grip for a range of exercises
- No-bounce design

### SIZES

- 6 lb. Slam Ball – XT-06-SLAMBALL
- 8 lb. Slam Ball – XT-08-SLAMBALL
- 10 lb. Slam Ball – XT-10-SLAMBALL
- 15 lb. Slam Ball – XT-15-SLAMBALL
- 20 lb. Slam Ball – XT-20-SLAMBALL
- 25 lb. Slam Ball – XT-25-SLAMBALL
- 30 lb. Slam Ball – XT-30-SLAMBALL

### LIMITED WARRANTY

This limited warranty covers defects in materials and workmanship for the original owner. This warranty shall not apply to defects caused by normal wear and tear, physical abuse or vandalism of the product. Any modifications or alterations will void the warranty.