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

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Issued By: AA/aa  
OFFER NO.: A1614-11

Date Issued: February 8, 2011

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**REQUEST FOR OFFER  
ANNUAL CONTRACT FOR SELF CONTAINED BREATHING APPARATUS REPLACEMENT  
PARTS**

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PLEASE REVIEW THE TERMS AND CONDITIONS FOR THIS REQUEST FOR OFFER AND PROVIDE  
YOUR OFFER NO LATER THAN **10:00 A.M., FEBRUARY 18, 2011.**

The City of San Antonio Purchasing & General Services Department is willing to assist any sole-source vendor in the interpretation of provisions or explanation of how forms are to be completed. Assistance may be received by visiting the Purchasing Office in Riverview Towers, 111 Soledad, Suite 1100, or by calling (210) 207-7260.

This invitation includes the following:

Request for Offer  
Terms and Conditions

Specifications and General Requirements  
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: \_\_\_\_\_  
(Please Print or Type)

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Bid

City, State, Zip Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

Fax No.: \_\_\_\_\_

Please complete the following:

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

Please check the appropriate boxes which apply to your company:

**Ownership of firm (51% or more):**

Non-minority     Hispanic     African-American     Other Minority (specify) \_\_\_\_\_

Female Owned     Handicapped Owned     Small Business (less than \$1 million annual receipts or 100 employees)

**Indicate Status:**     Partnership     Corporation     Sole Proprietorship     Other (specify) \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

**FOR CITY USE ONLY**

**AWARD**

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<b>Items Accepted:</b>	<b>Ordinance No:</b>	<b>Date:</b>	<b>Amount:</b>
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Approved: \_\_\_\_\_

**CITY OF SAN ANTONIO**

# STANDARD CONTRACT TERMS AND CONDITIONS

## READ CAREFULLY

### 1. GENERAL CONDITIONS

Sole Source Vendor (hereinafter “bidders”, “vendors” or “contractors”) are required to submit their offer upon the following expressed conditions:

- (a) Vendor shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Vendor shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the offer conditions. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Vendor is advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any offer, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore Vendor must clearly indicate any portion of the submitted offer that the vendor claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City’s ethics ordinance.

### 2. PREPARATION OF OFFER

Offer will be prepared in accordance with the following:

- (a) All information required by the offer form shall be furnished. The vendor shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- (c) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this Offer.
- (d) Vendor will neither include federal taxes nor State of Texas limited sales excise and use taxes in offer prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by vendor.

### 3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each offer must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

#### **4. EQUAL EMPLOYMENT OPPORTUNITY AND SMALL BUSINESS ECONOMIC DEVELOPMENT (SBEDA) PROGRAM**

It is the policy of the City of San Antonio that Small, Minority, African-American and Women Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Vendor agrees that if this offer is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, vendor agrees, by submittal of this offer, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Economic Development Advocacy (SBEDA) Program Policy Ordinance. This clause and policy are available in the City Clerk's Office and the City's Economic Development Department.

#### **5. SAMPLES, DEMONSTRATIONS AND TESTING**

At the City's request and direction, vendor shall provide product samples and/or testing of items offered to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the vendor. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after date of submission.

#### **6. SUBMISSION OF OFFER**

- (a) Vendor shall **mail the original offer** in a sealed envelope addressed to Purchasing & General Services Department, Procurement Division in Riverview Towers, 111 Soledad, Suite 1100, San Antonio, TX 78205. The name and address of vendor, the date and hour of the offer due date, RFO number and title of the request for offer shall be marked on the outside of the envelope(s). A copy of the signed original offer shall be faxed to the Purchasing & General Services Department, Procurement Division at Fax No. 210-207-4029 or emailed to Amanda Alvarado at [Amanda.Alvarado@sanantonio.gov](mailto:Amanda.Alvarado@sanantonio.gov).
- (b) By submittal of this offer, vendor certifies to the best of his/her knowledge that all information is true and correct.

#### **7. REJECTION OF OFFER**

- (a) The City may reject an offer if:
  - 1. The vendor misstates or conceals any material fact in the offer; or
  - 2. The offer does not strictly conform to law or the requirements of the offer;

- (b) In the event that a vendor is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the offer, or if awarded the offer, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent vendor as a result of such contract.
- (c) The City may reject an offer whenever it is deemed in the best interest of the City to do so. The City at its sole discretion may also waive any minor informalities or irregularities in an offer, to include failure to submit sufficient offer copies, failure to submit literature or similar attachments, or business affiliation information.

## **8. WITHDRAWAL OF OFFER**

Offer may not be withdrawn after the time set for the submission date, unless approved by the City Council.

## **9. LATE OFFER OR MODIFICATIONS**

Offer and modifications received after the time set for the submission date may not be considered.

## **10. CLARIFICATION TO OFFER SPECIFICATIONS**

- (a) If any person contemplating submitting an offer for this contract is in doubt as to the true meaning of the specifications, other offer documents, or any part thereof, he/she may submit to the City Director of Purchasing and General Services, (“Director”) on or before seven calendar days prior to submission date, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the offer, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to vendor receiving offer. The City will not be responsible for any other explanation or interpretation of the proposed offer made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this offer must be filed in writing with the Director on or before **seven** calendar days prior to the submission date.
- (b) The City reserves the right to request clarification to assist in evaluating the vendor’s response when the offer response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the offer response in any fashion and such information must be provided within **two** days from request.

## **11. DISCOUNTS**

In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

## **12. AWARD OF CONTRACT**

A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the vendor shall result in a binding contract without further action by either party.

## **13. CONTRACT TERMINATION**

**TERMINATION-BREACH:**

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its obligations under this contract, or violate any of the terms of this contract, the 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 contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

**TERMINATION-NOTICE:**

- (b) The City may terminate this contract, in whole or in part, without cause. The City shall be required to give the vendor notice **ten** days prior to the date of termination of the contract without cause.

**TERMINATION-FUNDING:**

- (c) City retains the right to terminate this contract, in whole or in part, 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.

**14. DELIVERY OF GOODS/SERVICES**

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the offer form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the offer. Unless otherwise specified, delivery at the earliest date is required. The vendor will clearly state in the offer the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the offer.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Request for Offer or the Purchase Order and bears the risk of loss until delivery. If this Request for Offer or Purchase Order does not contain delivery instructions, Vendor shall request instructions in writing from the Director. If the delivery instructions contained in the Request for Offer allocate delivery costs and risks in a manner contrary to this section, the provisions of this Request for Offer shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible Vendor as determined by the Purchasing & General Services Department.

**15. PERFORMANCE DEPOSIT**

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Request for Offer.
- (b) The vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Request for Offer. This deposit is not to be submitted with the offer, but must be presented to the Purchasing & General Services Department within **ten** days from request.

- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this offer is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

**16. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the vendor as an independent contractor. The parties hereto understand and agree that the 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 the vendor under this contract and that the vendor has no authority to bind the City.

**17. OFFER RESULT REQUEST**

Any party who wishes to be provided documents relating to the offer results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

**18. PATENTS/TRADEMARKS/COPYRIGHTS**

The vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement, trademark, copyrights or any other intellectual property claims on goods and/or services.

**19. INDEMNIFICATION**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the 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 the CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this contract, 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 contract. 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 THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

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 the CITY in writing within 24 hours of any claim or demand against the CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this contract, and shall see to the investigation and defense of such claim or demand at VENDOR's cost. The 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.

## **20. INSURANCE**

If required, specific insurance provisions will be included in these offer specifications. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, **must be submitted within 10 days of a request from the City.** The vendor must maintain, at all times during performance of the contract, the insurance detailed in these offer specifications. Failure to provide these documents may result in disqualification of the offer, or cancellation of the contract, after award.

## **21. ACCEPTANCE BY CITY**

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The 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. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

## **22. WARRANTY**

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

**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.**

**23. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department and signed by both the Vendor and the City.

**24. 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 and shall confer no rights upon any third person.

**25. FUNDING OUT CLAUSE**

In the event that through no action initiated by the City of San Antonio, the City's legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, the City of San Antonio shall, 30 days prior to the beginning of the fiscal year for which funds are not appropriated, send the vendor written notice stating that the City of San Antonio failed to appropriate funds.

**26. 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 an 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. Punch Out Catalog. Vendor shall host an online catalog accessible from the City's e-Procurement system that is Open Catalog Interface (OCI) enabled. Vendor shall provide a secure website link to its Punch Out Catalog. This Punch Out catalog shall have e-commerce functions, including, but not

limited to, cataloging, searching and shopping cart functionality. This catalog must be integrated with City's SAePS system to electronically submit data to City's e-Procurement system.

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 as an MS Excel file in a format specified by the 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.

**27. QUESTIONS**

Questions regarding interpretation of offer, offer results or offer awards should be directed to Amanda Alvarado, Sr. Procurement Specialist, at (210) 207-5216.

## **SPECIFICATIONS AND GENERAL REQUIREMENTS**

**PERIOD OF CONTRACT:** Contract shall begin upon the effective date of the ordinance awarding the contract, and terminate on June 30, 2013.

At the City's option, this Contract may be renewed under the same terms and conditions for three (3) additional one (1) year periods. Renewals shall be in writing and signed by the City's Director of Purchasing & General Services or her designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

City shall also 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 3 months. Said month to month extensions shall be in writing, signed by the City's Director of Purchasing & General Services or her designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

**SCOPE:** The City of San Antonio is soliciting offers for Scott Self Contained Breathing Apparatus (SCBA) repair parts in accordance with the specifications listed herein. This contract will provide the San Antonio Fire Department with repair parts and equipment needed to service the Scott SCBA's.

### **STANDARD REQUIREMENTS:**

1. Vendor must prove beyond any doubt to the City Purchasing Administrator that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
3. The Annual Contract shall include the following terms and conditions:
  - a. An Annual Contract purchase order will not be issued for each City agency authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.
  - b. All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check.
  - c. Vendor' facilities and equipment may be a determining factor in making the offer award. The Vendor may be subject to inspection of their facilities and equipment.
4. The City's Request for Offer (RFO) will govern over any other agreement associated with this contract.

5. REVISION OF MANUFACTURER'S PRICE LIST (S): The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer's latest effective date and price schedule. It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list(s) is published by the manufacturer for industry wide use. (NOTE: Discounts accepted as part of this bid are not subject to revision.)

A written notice stipulating in detail the changes of a price list(s) must be furnished to the City before revisions go into effect.

All subject price lists should be submitted with this bid and shall become a part hereof. However, if in the opinion of the City Purchasing Manager, it is impractical for bidder to include published price lists as part of this bid and to furnish any price lists and/or written changes as required herein, bidder shall permit the Purchasing Manager or his/her authorized representatives to inspect the pertinent published price lists and/or written changes in the office of the bidder or at any other location approved by the Purchasing Manager. However, if the City Purchasing Manager approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list provided other than the manufacturer's may **NOT** be superseded or replaced during the contract period.

6. Vendor must be an authorized Scott dealer for the requested Scott SCBA Air Paks and Components listed herein.
7. Vendor must deliver parts and equipment within (7) seven days after the order is placed.
8. The quantities stated are estimates only and are in no way binding upon the City of San Antonio. Estimated quantities shall be used for the purpose of evaluation. The City of San Antonio reserves the right to increase or decrease quantities as needed.
9. Award will be made to one (1) vendor only.

**PRICE SCHEDULE:**

**ITEM I: SCOTT SELF CONTAINED BREATHING APPARATUS REPAIR PARTS**

- A. Percent of discount offered \_\_\_\_\_ %
- B. Product identification (Mfr.) \_\_\_\_\_
- C. Type price schedule (dealer, jobber, etc.) \_\_\_\_\_
- D. Price schedule number \_\_\_\_\_
- E. Date of price schedule \_\_\_\_\_
- F. Price schedule column on which discount is based \_\_\_\_\_  
(i.e., distributor, net, wholesale)

**ITEM II: SCOTT SELF CONTAINED BREATHING APPARATUS AIR PAKS AND COMPONENTS**

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>PRICE EACH</u>
A.	50	AV-2000 Face Piece/Kevlar Harness, size small, item no. 804191-71	\$ _____
B.	50	AV-2000 Face Piece/Kevlar Harness, size large, item no. 804191-72	\$ _____
C.	50	AV-2000 Face Piece/Kevlar Harness, size x-large, item no. 804191-73	\$ _____
D.	50	AV-2000 Facepiece w/Kevlar Harness Comfort seal, item no. 804191-74	\$ _____
E.	50	AV-3000 Face Piece/Kevlar Harness, size small, item no. 805337-31	\$ _____
F.	50	AV-3000 Face Piece/Kevlar Harness, size medium, item no. 805337-32	\$ _____
G.	50	AV-3000 Face Piece/Kevlar Harness, size large, item no. 805337-33	\$ _____
H.	50	PASS SYS ASY, PAK-ALERT SE+ item no. 805796-02	\$ _____
I.	100	4500psig carbon cylinder and valve assembly 45 minutes, item no. 804722-01	\$ _____
J.	15	4500psig carbon cylinder and valve assembly 60 minutes, item no. 804723-01	\$ _____

**Statement:**

“Effective January 1, 2006, 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 conflict of interest questionnaire with the City Clerk not later than the 7<sup>th</sup> business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offer, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at [www.ethics.state.tx.us](http://www.ethics.state.tx.us) <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2<sup>nd</sup> floor, 100 Military Plaza, San Antonio, TX 78205.”