

City of San Antonio

ADDENDUM I

SUBJECT: Request For Offer (RFO), Annual Contract for EMS Medications & Equipment, (RFO 6100006766), Scheduled to Open: November 16, 2015; Date of Issue: November 2, 2015

FROM: Paul J. Calapa
Procurement Administrator

DATE: November 12, 2015

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

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. The RFO opening Date is hereby extended to **FRIDAY, NOVEMBER 20, 2015, 10:00 AM LOCAL TIME.**
2. Section 4.1, GENERAL REQUIREMENTS, 4.1.1 Delivery, Second Paragraph, Change the following to read:

“Delivery, as used in this section, means the goods ordered and received by City. Receipt of goods that do not conform to specifications will not constitute delivery. Vendor understands and agrees that the City may, at its discretion, cancel any backorders due to the Vendor’s inability to deliver the product within the 3-5 calendar day stipulation. Cancellations shall be in writing and sent to Vendor by email, fax, or mail. **No restocking fee or payment of any kind shall be owed for orders canceled due to Vendor’s inability to meet the 5 day delivery deadline. Returns to Contractor of late orders received after the cancellation notice has been sent shall be at Vendor’s expense.** The City may seek the products from another party if Vendor fails to deliver on time.”
3. Section 4.1, GENERAL REQUIREMENTS, 4.1.2 Shipping and Handling, Change the following to read:

“Freight and delivery shall not be add-on costs, and a separate line item for fuel surcharges will not be accepted. No charges for handling, other than a hazardous surcharge, will be allowed, including, but ~~is~~ not limited to, packing, wrapping, bags, containers or reels, etc. Bids must not be conditioned on minimum deliveries. Any bids stipulating dollar or quantity minimums will be rejected from further evaluation.”
4. Section 4.1, GENERAL REQUIREMENTS, 4.1.3 Defective Goods, Change the following to read:

“Vendor shall pay for return shipment on any goods that arrive in a defective, unusable or inoperable condition. Vendor must arrange for the return shipment of damaged goods.”
5. Section 4.1, GENERAL REQUIREMENTS, 4.1.6 Reports, is hereby deleted and marked “Reserved”.
6. Section 4.1, GENERAL REQUIREMENTS, 4.1.7 Discontinued Items, d., Change the following to read:

“Documentation that provides clear and convincing evidence that the replacement product will be compatible with all the functions or uses of the discontinued ~~material~~ product.”
7. Section 4.1, GENERAL REQUIREMENTS, 4.1.7 Discontinued Items, f., Change the following to read:

“These provisions related to pProduct discontinuance apply only to products specifically listed in this solicitation document.”

8. Section 4.1, GENERAL REQUIREMENTS, 4.1.8 Catalog/Price List, Change the following to read:

~~“Catalog/Price List~~

Vendor shall submit **2 current catalogs or price lists containing prices on all available items with bid response in hard copy, CD's, or direct web access format.** Catalogs and/or price lists must be clearly labeled with the Vendor's name. Upon award of contract, additional copies of catalogs or price lists for use in product selection shall be provided to each City facility requesting such within ten days after bid is awarded any request. In addition, if there is a revision in pricing during the term of this contract, revised catalogs, CD's, price lists or catalogs shall be provided within ten days after request from the City.”

9. Section 4.1, GENERAL REQUIREMENTS, 4.1.9 Revision of Unit Prices, Change the following to read:

Notwithstanding anything contained herein to the contrary, specified item and catalog/price list unit pricing must remain fixed for the first twelve months of the initial contract period. Thereafter, it is agreed that specified item unit prices and unit prices within the original submitted catalog or price list may be superseded after the first twelve months of the initial contract period **only** if such price revisions are the result of a manufacturer price revision and approved by the City. **Any allowed price increase will be in direct proportion to the amount of the manufacturer's increase. (Note: Discounts accepted as part of this bid are not subject to revision.)**

A request for change in pricing must be submitted by Vendor in writing, along with an itemized list of supplies with current price, revised price, dollar amount of increase and percentage increase of each item. This request must include documentation from the manufacturer showing the dollar price increase. Any price adjustments must be received within a minimum ninety days notice prior to effective date. Vendor shall receive written notice that either authorizes or rejects proposed price increase(s). Invoices containing revised pricing prior to or without City approval will not be paid. Vendor will be required to resubmit a new invoice to the City with the original approved pricing. No price increase will be effective until after written approval has been sent by the City. If price increase is not approved, parties agree the City will purchase items from another source.

If a Vendor's direct cost decreases at any time during the term of this contract, Vendor shall immediately pass the decrease onto along to the City.”

10. Section 4.1, GENERAL REQUIREMENTS, 4.1.10 Pricing, a., Change the following to read:

- a. Contract pricing will be in the form of discount off the catalog price for ~~Category~~ Categories A & B on the Price Schedule. ~~Discounts in Price Schedule, Category A & B Catalog Discounts by Category, may vary by category but must be consistent for all products within the category.~~ Contract pricing will be a discount off of the Manufacturer's Suggested Retail Price for the specified items within all 4 categories.

11. Section 4.1, GENERAL REQUIREMENTS, 4.1.10 Pricing, c., Change the following to read:

- c. On Attachment A, Price Schedule, ~~Section 1 Category A & B – Catalog Discounts by Category,~~ the Bidder shall enter the catalog name and catalog publication date to which the discount can be applied for each category and the percent discount allowed from the catalog. Bidder must submit one single discount percentage per category. Discount ranges submitted for one category (i.e. 20% to 40%) are not acceptable. Proposed catalogs must be submitted with bid response.

12. Section 4.1, GENERAL REQUIREMENTS, remove the following:

Account Representative

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

Name: _____

Title: _____

Office Phone: _____

Fax: _____

Email: _____

Order Placement Information

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

Orders shall be placed via: (check all that apply) _____ Fax _____ Phone _____ Internet

Phone Number: _____

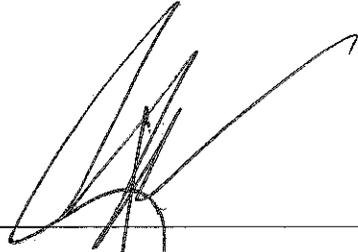
Fax: _____

Contact Person: _____

13. **Section 005, SUPPLEMENTAL TERMS & CONDITIONS**, Original Contract Term, Change the following to read:

“This contract shall begin upon the effective date of the ordinance awarding the contract, ~~or UPON AWARD~~, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall terminate on JUNE 30, 2019.”

14. Attachment B-Price Schedule, is hereby deleted and replaced with Attachment B-Price Schedule Rev. I, which is attached hereto and incorporated herein for all purposes.



Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature