

AN ORDINANCE      **2012-11-15-0890**

**ACCEPTING THE BID FROM W.W. CANNON, INC. FOR THE PURCHASE AND INSTALLATION OF A SHELVING AND PALLET RACK SYSTEM FOR THE NEW FIRE SERVICES FACILITY FOR A TOTAL COST OF \$66,050.50 FROM THE FIRE DEPARTMENT'S FY 2013 ADOPTED GENERAL FUND OPERATING BUDGET.**

\* \* \* \* \*

**WHEREAS**, a bid was submitted to provide the new Fire Services Facility with the purchase and installation of a shelving and pallet rack system; and

**WHEREAS**, the low bid was submitted by W.W. Cannon, Inc. for a total cost of \$66,050.50; **NOW THEREFORE**:

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

**SECTION 1.** The bid submitted by W.W. Cannon, Inc. for the purchase and installation of a shelving and pallet rack system for the new Fire Services Facility for a total cost of \$66,050.50 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. Attached hereto and incorporated herein for all purposes as **Exhibit I** are the bid tabulation sheet and bid.

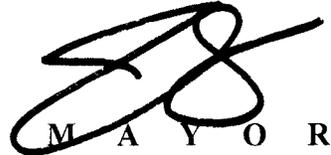
**SECTION 2.** Funding in the amount of \$66,050.50 for this ordinance is available in Fund 11001000, Cost Center 2003010001, General Ledger 5709060, as part of the Fiscal Year 2013 Budget.

**SECTION 3.** Payment not to exceed the budgeted amount is authorized to W.W. Cannon, Inc. and should be encumbered with a purchase order.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

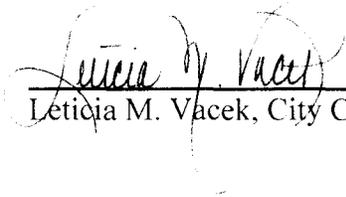
**SECTION 5.** This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage hereof.

**PASSED AND APPROVED** this 15<sup>th</sup> day of November, 2012.



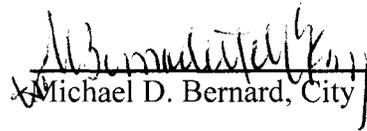
M A Y O R  
Julián Castro

**ATTEST:**



\_\_\_\_\_  
Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**

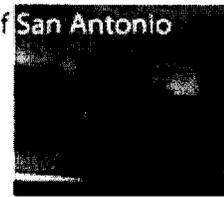


\_\_\_\_\_  
Michael D. Bernard, City Attorney



Request for  
**COUNCIL**  
**ACTION**

City of San Antonio



## Agenda Voting Results - 8

| <b>Name:</b>        | 6, 7, 8, 9, 10, 13A, 13B, 14A, 14B, 14C, 17, 19, 20, 21, 22, 23, 24, 25   |             |     |     |         |        |        |
|---------------------|---|-------------|-----|-----|---------|--------|--------|
| <b>Date:</b>        | 11/15/2012  |             |     |     |         |        |        |
| <b>Time:</b>        | 09:56:02 AM   |             |     |     |         |        |        |
| <b>Vote Type:</b>   | Motion to Approve   |             |     |     |         |        |        |
| <b>Description:</b> | An Ordinance accepting the bid from W.W. Cannon, Inc. for the purchase and installation of a shelving and pallet rack system for the new Fire Services Facility for a total cost of \$66,050.50 from the Fire Department's FY 2013 Adopted General Fund Operating Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance] |             |     |     |         |        |        |
| <b>Result:</b>      | Passed  |             |     |     |         |        |        |
| Voter               | Group   | Not Present | Yea | Nay | Abstain | Motion | Second |
| Julián Castro       | Mayor   |             | x   |     |         |        |        |
| Diego Bernal        | District 1  |             | x   |     |         | x      |        |
| Ivy R. Taylor       | District 2  | x           |     |     |         |        |        |
| Leticia Ozuna       | District 3  |             | x   |     |         |        |        |
| Rey Saldaña         | District 4  |             | x   |     |         |        |        |
| David Medina Jr.    | District 5  |             | x   |     |         |        | x      |
| Ray Lopez           | District 6  |             | x   |     |         |        |        |
| Cris Medina         | District 7  | x           |     |     |         |        |        |
| W. Reed Williams    | District 8  |             | x   |     |         |        |        |
| Elisa Chan          | District 9  |             | x   |     |         |        |        |
| Carlton Soules      | District 10   |             | x   |     |         |        |        |

# Exhibit I

## City of San Antonio Bid Tabulation

| Opened: September 7, 2012   |  |                   |   |
|---|--|-------------------|---|
| For: Shelving and Pallet Rack System for New Fire Services Facility |  | W.W. Cannon, Inc. |   |
| 6100001885  |  | JF                | 2653 Brenner Drive                            |
| Item  | Description  | Qty               | Dallas,<br>TX 75220<br>214-357-2846           |
| 1   | HD Shelving, 87"H x 48"W x 24"D with closed sides & back, five (5) box shelves, and eight (8) High Density Modular Drawers | 12                |   |
|   | Price Each   |                   | \$1,675.00                                    |
|   | Price Total  |                   | \$20,100.00                                   |
|   | Make and Model   |                   | Rousseau -Spider<br>Industrial Steel Shelving |
| 2   | HD Shelving, 87"H x 48"W x 24"D with closed sides & back, seven (7) box shelves  | 6                 |   |
|   | Price Each   |                   | \$239.00                                      |
|   | Price Total  |                   | \$1,434.00                                    |
|   | Make and Model   |                   | Rousseau -Spider<br>Industrial Steel Shelving |
| 3   | HD Shelving, 87"H x 48"W x 18"D with closed sides & back, six (6) box shelves  | 92                |   |
|   | Price Each   |                   | \$164.50                                      |
|   | Price Total  |                   | \$15,134.00                                   |
|   | Make and Model   |                   | Rousseau -Spider<br>Industrial Steel Shelving |
| 4   | Battery Rack, 75"H x 48"W x 48"D - 4 Level   | 1                 |   |
|   | Price Each   |                   | \$750.00                                      |
|   | Price Total  |                   | \$750.00                                      |
|   | Make and Model   |                   | Rousseau Model<br>SRP0461 -Battery rack       |
| 5   | Pallet Rack Warehouse Components   |                   |   |
| I   | Pallet Rack Upright Frames, 192"H x 42"D   | 51                |   |
|   | Price Each   |                   | \$89.50                                       |
|   | Price Total  |                   | \$4,564.50                                    |
|   | Make and Model   |                   | MECALUX<br>T005 2375                          |
| II  | TD Beams, 96"L x 3 21/32"H x 2.75"W with 1.625"H x 1"W step  | 352               |   |
|   | Price Each   |                   | \$23.50                                       |
|   | Price Total  |                   | \$8,272.00                                    |
|   | Make and Model   |                   | MECALUX<br>U007 2457                          |
| III   | Wire Deck: 42"D x 46"W   | 352               |   |
|   | Price Each   |                   | \$16.75                                       |
|   | Price Total  |                   | \$5,896.00                                    |
|   | Make and Model   |                   | Atlas 42"x46" Wire Deck                       |
| IV  | 12' Row Spacers  | 44                |   |
|   | Price Each   |                   | \$3.75  |
|   | Price Total  |                   | \$165.00                                      |
|   | Make and Model   |                   | MECALUX<br>T0047975                           |
|   | Freight  |                   | \$3,275.00                                    |
|   | Installation   |                   | \$6,460.00                                    |
|   | Delivery   |                   | 28-35 Calendar Days                           |
|   | Payment Terms  |                   | Net 30  |
|   | Total  |                   | \$66,050.50                                   |
| <b>Total Award</b>  |  |                   | <b>\$66,050.50</b>                            |

## Responses and Awards

[Help](#)

**Remaining Time:** Smart Number Shelving and Pallet Rack System for Fire Type Invitation for bid Status Published Number of Suppliers 55 Rfx Number 0100001885  
0 Days 00:00:00

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Response Activity **Response Comparison**

[Compare Selected Responses](#) [Compare All Responses](#)

| Response Number | Response Version | Company Name  | Bidder Name |
|-----------------|------------------|---------------|-------------|
| 7000-002324     | 2                | WW CANNON INC | Ken Harris  |

[Close](#) [Print Preview](#) [Refresh](#) [Export](#) [Questions and Answers \(0\)](#) [Synopsis](#)

# Display Response : 700002324

[Help](#)

Rfx Response Number 700002324 Rfx Number 3100001885 Rfx Name Shelving and Pallet Rack System for Fire Status Submitted Supplier Name WWW.CANNON.HIC Total Value 0.00 USD

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**Rfx Information** [Items](#) [Notes and Attachments](#) [Approval](#) [Tracking](#)

**General Data** [Notes and Attachments](#) [Questions](#) [Payment](#)

▼ Basic Data

**Bidder Contact Information**

Supplier Name: WWW.CANNON.HIC  
 Contact Person Name: Ken Harris  
 E-Mail: kharris@awcannon.com  
 Fax: 2104082884  
 Phone: 2106493502

**Rfx Response Information**

Last Changed on: 08/28/2012 11:54:43 CST  
 Last Changed by: Mr. Ken Harris  
 Creation Date: 08/27/2012 11:06:39 CST  
 Created by: Mr. Ken Harris

**Event Parameters**

Process Type: QUOT  
 Currency: United States Dollar  
 Detailed Price Information: Simple Price  
 Follow-On Document: Purchase Order or Contract  
 Net Value of Header Items: 0.00 USD

**Pricing Arrangement**

**Service and Delivery**  
 Pricing Arrangement:

**Organization**

Responsible Purchasing Organization: 060000103 City of San Antonio  
 Responsible Purchasing Group: 060000121 PS0303

**Status and Statistics**

Created on: 08/27/2012 11:06:39 CST  
 Created by: Mr. Ken Harris  
 Last Processed on: 08/28/2012 11:54:43 CST  
 Last Processed by: Mr. Ken Harris

▼ Partners and Delivery Information

[Details](#) [Send Email](#) [Call](#) [Clear](#)

[Filter Settings](#)

| Function         | Number   | Name           | Phone Number |
|------------------|----------|----------------|--------------|
| • Contact Person | 10013026 | Ken Harris     | 2106493502   |
| • Bidder         | 1007107  | WWW.CANNON.HIC | 214-357-2846 |

[Show My Tasks](#) [Edit](#) [Close](#) [Print Preview](#) [Refresh](#) [Check](#) [Export](#)

# Display Response : 700002324

Help

Rfx Response Number 700002324 Rfx Number S100001885 Rfx Name Shelving and Pallet Rack System for Fire Status Submitted Supplier Name WWW.CANNON.INC Total Value 0.00 USD

Show My Tasks Edit Close Print Preview Refresh Check Export

Rfx Information Items **Notes and Attachments** Approval Tracking

▼ Notes

Filter Settings

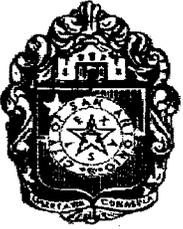
| Assigned To | Category | Text Preview |
|-------------|----------|--------------|
|             |          |              |

▼ Attachments

Filter Settings

| Assigned To     | Category            | Description                               | File Name  | Version | Processor | Visible Internally only  | Checked Out | Type | Size (KB) | Changed By | Changed On |
|-----------------|---------------------|---|--|---------|-----------|--------------------------|-------------|------|-----------|------------|------------|
| Document Header | Standard Attachment | FireServicesFacility-Shelving&Racking     | FireServicesFacility-Shelving&Racking.pdf                        | 1       |           | <input type="checkbox"/> |             | pdf  | 878       | Y1007107   | 08/27/2012 |
| Document Header | Standard Attachment | FireServicesFacility-Shelving&Racking pg2 | FireServicesFacility-Shelving&Racking pg2.pdf                    | 1       |           | <input type="checkbox"/> |             | pdf  | 859       | Y1007107   | 08/27/2012 |
| Document Header | Standard Attachment | Signature page                            | Signature page.pdf   | 1       |           | <input type="checkbox"/> |             | pdf  | 105       | Y1007107   | 08/28/2012 |
| Document Header | Standard Attachment | Attachment C Utilization Plan             | Utilization Plan - Shelving Pallet Rack Sys.pdf                  | 1       |           | <input type="checkbox"/> |             | pdf  | 765       | JF19521    | 08/17/2012 |
| Document Header | Standard Attachment | Attachment B SBEDA Language               | Clean Sol Lang - NO API (Non-GSC Solicitation) 8-28-12 FINAL.pdf | 1       |           | <input type="checkbox"/> |             | pdf  | 83        | JF19521    | 08/17/2012 |

Show My Tasks Edit Close Print Preview Refresh Check Export



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

FORMAL INVITATION FOR BID ("IFB") NO.: 6100001885

**SHELVING AND PALLET RACK SYSTEM FOR NEW FIRE SERVICES FACILITY**

Date Issued: AUGUST 17, 2012

**BIDS MUST BE RECEIVED NO LATER THAN:**  
**2:00 PM SEPTEMBER 7, 2012**

Bids may be submitted by any of the following means:  
Electronic submission through the Portal  
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:  
City Clerk's Office  
100 Military Plaza  
2<sup>nd</sup> Floor, City Hall  
San Antonio, Texas 78205

Mailing Address:  
City Clerk's Office  
P.O. Box 839966  
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"SHELVING AND PALLET RACK SYSTEM FOR NEW FIRE SERVICES FACILITY"

Bid Due Date: 2:00 p.m., SEPTEMBER 7, 2012

Bid No.: 6100001885

Bidder's Name and Address

Bid Bond:                      Performance Bond:                      Payment Bond:                      Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative:                      DBE / ACDBE Requirements:

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

Pre-Submittal Conference \* NO

\* If YES, the Pre-Submittal conference will be held on NO at N/A at N/A

Staff Contact Person: JORGE D FIGUEROA, PROCUREMENT SPECIALIST I, P.O. Box 839966, San Antonio, TX 78283-3966.

Email: JORGE.FIGUEROA@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

**002 - TABLE OF CONTENTS**

No table of contents entries found.

## 003 - INSTRUCTIONS FOR BIDDERS

### Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

Modified Bids. Bids may be modified provided such modifications are received prior to the time and date set for submission of bids, and submitted in the same manner as original bids. For hard copy bids, provide a cover letter with the bid, indicating it is a modified bid and that the Original bid is being withdrawn. For electronic bids, a modified bid will automatically replace a prior bid submission. See below for information on submitting Alternate Bids.

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

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

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

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

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

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

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

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

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

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

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

#### Restrictions on Communication.

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

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

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

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

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at [lisa.brice@sanantonio.gov](mailto:lisa.brice@sanantonio.gov). Bidders and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

#### Pre-Submittal Conference.

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

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 the City.

#### Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder's responsibility to check for new versions

until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

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

#### Preparation of Bids.

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

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

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

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

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

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

#### Description of Supplies.

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

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

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

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

#### Estimated Quantities for Annual Contracts.

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

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

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

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

Interlocal Participation.

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

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

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

Rejection of Bids.

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

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

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

The bid is conditional; or

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

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

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

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

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11<sup>th</sup> Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

Evaluation and Award of Contract.

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

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

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

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

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

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

#### Inspection of Facilities/Equipment.

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

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

#### Prompt Payment Discount.

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

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

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

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

#### Bid Protest Procedures.

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

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

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

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. 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: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. 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 7th 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 bids, 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). 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, 2nd floor, 100 Military Plaza, San Antonio, TX 78205." Bidder should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed bid. The Purchasing Division will not deliver the form to the City Clerk for you.

## 004 - SPECIFICATIONS / SCOPE OF SERVICES

Scope: The City of San Antonio is seeking a vendor to provide and install heavy duty shelving, pallet racks, modular drawers and decking that will be utilized in the warehouse of the new 61,000 square foot Fire Services Facility.

### SPECIFICATIONS:

| ITEM | QUANTITY | DESCRIPTION   |
|------|----------|---|
| 1    | 12 Each  | <b>HD Shelving, 87"H x 48"W x 24"D<br/>With closed sides &amp; back, five (5) box shelves, and eight (8) High Density Modular Drawers</b> |

#### Posts:

- 14 gauge steel
- Painted steel
- Tubular "T" shape, 1 5/8" wide face and 2" deep.
- Two types of perforations on the sides, at every 1" c/c: square in order to fasten shelf clips and – round for panels and other accessories.
- Complete with round holes every 12" c/c on the face for fastening braces, panels and other accessories.
- Trapezoidal perforations on the face for attaching beams and other accessories.
- Hollow center of the Spider post allows for installation of juxtaposed accessories at the same height.
- Same post is used at the front and at the back.
- Can serve as common post thanks to its symmetrical shape.
- Shelves are fixed to the post and are adjustable
- 87" Height
- Floor Mounting Brackets, Shims and Anchor Kit hardware

#### Shelf:

- 20 gauge steel
- Painted steel
- Front and back folds form structural beams (3/4"W x 1 1/4"H), closed by welding at every 4" c/c.
- Sides are made with single folds 1 1/4" H.
- Perforations on the sides of the shelves are for bolting side reinforces.
- Perforations in the front for the insertion of front reinforces and for corner gussets.

-Shelf Clip. 14 Gauge Steel Supports Shelf and tightens up the space between the corner of the shelf and the post.

-Top of shelf perforated at every 3" c/c for insertion of partial shelf dividers.

-Shelves are made of structural steel (40 grade according to ASTM A 1008).

-Widths: nominal dim. – ½"

-Depths: nominal dim. – ¼"

### **Back Panel**

-24 gauge steel

-Painted steel

-Circular perforations at every 1" c/c along the height, on both sides, for bolting (to the post) purposes.

-A row of central holes allows for the insertion of the fastener.

-The shape aides in stopping the panel from bowing away from the SH20 shelf.

-Panel heights: nominal dim. – 3/16"

-Widths of shelving once assembled + 1 5/8"

-Clip Shape resembles a gusset, inserted into the perforations in the middle of the panel and under the shelf.

### **Side Panel**

-26 gauge steel

-Painted steel

-Circular perforations at every 1" c/c along the height, on both sides.

-Inserted into the central Spider post opening and bolted into place.

-Panel heights: nominal dim. – 3/16"

-Depths of shelving unit once assembled: nominal

### **Bin Front**

-18 gauge steel

-Painted steel

-"L" shape with folds on extremities and hooks in order to fasten to the post.

-Perforations at extremities for insertion of a nylon clip which holds bin front in place.

-5" high: upper part has a hemming fold to give structure to the base and to avoid injury (no sharp edges).

-2" high : upper part has an offset fold to be positioned in front of the shelf to hold the base firmly in place and keep it from becoming knocked out of place if kicked by a foot.

-Dual function: shelf front to avoid having objects fall or as base to close the very bottom of shelving unit.

-Widths: nominal dim. – ½"

-5" H SH28: -Height: nominal dim. – 5/16"

-2" H SH28: Height: nominal dim. + 7/16"

### **Drawers:**

#### **-Front**

-18 gauge steel

-Painted steel

-Equipped with combing that is formed with the front to insert partitioning.

-Has connection slits on the combing to ensure that the partitions do not come out.

-Drawer fronts 10" and more are extra reinforced due to the welded gussets and hang on the body of the drawer.

-Holes for assembly in the front face and the handle.

-The holes are countersink to avoid having the screws of the handle enter into the drawer and interfere with the dividers.

-Welded to the body of the drawer.

-100% Opening to optimize space and limits loss of space in storage.

-Handle with identification zone to identify drawer contents.

-Possibility to lock all the drawers with the vertical security bar, the cabinet central locking system, or individual locks.

-Rail on hooks easy to install.

- Drawer accessories shall be included (partitions, dividers, plastic bins, foam for tools, etc.)

-Drawers:

One (1) 4"H with 40-adj. components

Six (6) 6"H with 35-adj. components

One (1)8"H with 20 adj. components

-400 lb capacity

-Inside combing dimensions

-Widths: nominal dim. -4 7/16"

-Depths: nominal dim. – 3 7/16"

-Usable height : nominal dim. – 1 3/8"

-Adjustment of dividers and partition at 1" in width and at ½" in depth.

#### **-Back**

-18 gauge steel

-Painted Steel

-Part on the upper part has 2 structural 45° folds for the entire width.

-Has combing formed with the back to insert partitioning?

-Has connection slits on the combing to ensure that the partitions do not come out.

-A rectangular perforation and 2 holes in the top left corner are for installing a "lock-out" (RF85).

**-Body**

-18 gauge steel

-Painted steel

-Part formed with a 90° fold that forms the bottom and sides of the drawer.

-Has perforations at the bottom of the drawer to hold in place partitions with a tapping screw.

-Combing formed with the sides of the body to insert partitioning.

-Has connection slits on the combing to ensure that the partitions do not come out.

-Sides have a 90° structural fold of 7/16" on the upper part (starting with 4" drawers).

-2 reinforcements are added with pop rivets each side between the facing and the front for drawers that are higher than 10".

**-Drawer Support**

-12 gauge steel

-High resistance

-"Z" fold and welded to each side of the drawer in the base.

-Equipped with 2 protrusions that serve to keep the drawer locked in an open or closed position.

-Has a notch at the back to lock the drawer with the locking bar

| ITEM | QUANTITY | DESCRIPTION  |
|------|----------|--|
| 2    | 6 Each   | HD Shelving, 87"H x 48"W x 24"D<br>With closed sides & back, seven (7) box shelves |

**SPECIFICATIONS:**

**Posts:**

-14 gauge steel

-Painted steel

-Tubular "T" shape, 1 5/8" wide face and 2" deep.

- Two types of perforations on the sides, at every 1" c/c: square in order to fasten shelf clips and – round for panels and other accessories.
- Complete with round holes every 12" c/c on the face for fastening braces, panels and other accessories.
- Trapezoidal perforations on the face for attaching beams and other accessories.
- Hollow center of the Spider post allows for installation of juxtaposed accessories at the same height.
- Same post is used at the front and at the back.
- Can serve as common post thanks to its symmetrical shape.
- Shelves are fixed to the post and are adjustable
- 87" Height
- Floor Mounting Brackets, Shims and Anchor Kit hardware

### **Shelf:**

- 20 gauge steel
- Painted steel
- Front and back folds form structural beams ( $\frac{3}{4}$ "W x  $1\frac{1}{4}$ "H), closed by welding at every 4" c/c.
- Sides are made with single folds 1  $\frac{1}{4}$ " H.
- Perforations on the sides of the shelves are for bolting side reinforcers.
- Perforations in the front for the insertion of front reinforcers and for corner gussets.
- Shelf Clip. 14 Gauge Steel Supports Shelf and tightens up the space between the corner of the shelf and the post.
- Top of shelf perforated at every 3" c/c for insertion of partial shelf dividers.
- Shelves are made of structural steel (40 grade according to ASTM A 1008).
- Widths: nominal dim. –  $\frac{1}{2}$ "
- Depths: nominal dim. –  $\frac{1}{4}$ "

### **Back Panel**

- 24 gauge steel
- Painted steel
- Circular perforations at every 1" c/c along the height, on both sides, for bolting (to the post) purposes.
- A row of central holes allows for the insertion of the fastener.
- The shape aides in stopping the panel from bowing away from the SH20 shelf.
- Panel heights: nominal dim. –  $\frac{3}{16}$ "
- Widths of shelving once assembled + 1  $\frac{5}{8}$ "

-Clip Shape resembles a gusset, inserted into the perforations in the middle of the panel and under the shelf.

### **Side Panel**

-26 gauge steel

-Painted steel

-Circular perforations at every 1" c/c along the height, on both sides.

-Inserted into the central Spider post opening and bolted into place.

-Panel heights: nominal dim. – 3/16"

-Depths of shelving unit once assembled: nominal

### **Bin Front**

-18 gauge steel

-Painted steel

-"L" shape with folds on extremities and hooks in order to fasten to the post.

-Perforations at extremities for insertion of a nylon clip which holds bin front in place.

-5" high: upper part has a hemming fold to give structure to the base and to avoid injury (no sharp edges).

-2" high : upper part has an offset fold to be positioned in front of the shelf to hold the base firmly in place and keep it from becoming knocked out of place if kicked by a foot.

-Dual function: shelf front to avoid having objects fall or as base to close the very bottom of shelving unit.

-Widths: nominal dim. – 1/2"

-5" H SH28: -Height: nominal dim. – 5/16"

-2" H SH28: Height: nominal dim. + 7/16"

| <b>ITEM</b> | <b>QUANTITY</b> | <b>DESCRIPTION</b>   |
|-------------|-----------------|--|
| 3           | 92 Each         | <b>HD Shelving, 87"H x 48"W x 18"D<br/>with closed sides &amp; back, six (6) box shelves</b> |

### **SPECIFICATIONS:**

#### **Posts:**

-14 gauge steel

-Painted steel

-Tubular "T" shape, 1 5/8" wide face and 2" deep.

-Two types of perforations on the sides, at every 1" c/c: square in order to fasten shelf clips and – round for panels and other accessories.

- Complete with round holes every 12" c/c on the face for fastening braces, panels and other accessories.
- Trapezoidal perforations on the face for attaching beams and other accessories.
- Hollow center of the Spider post allows for installation of juxtaposed accessories at the same height.
- Same post is used at the front and at the back.
- Can serve as common post thanks to its symmetrical shape.
- Shelves are fixed to the post and are adjustable
- 87" Height
- Floor Mounting Brackets, Shims and Anchor Kit hardware

### **Shelf:**

- 20 gauge steel
- Painted steel
- Front and back folds form structural beams ( $\frac{3}{4}$ "W x 1 $\frac{1}{4}$ "H), closed by welding at every 4" c/c.
- Sides are made with single folds 1  $\frac{1}{4}$ " H.
- Perforations on the sides of the shelves are for bolting side reinforcers.
- Perforations in the front for the insertion of front reinforcers and for corner gussets.
- Shelf Clip. 14 Gauge Steel Supports Shelf and tightens up the space between the corner of the shelf and the post.
- Top of shelf perforated at every 3" c/c for insertion of partial shelf dividers.
- Shelves are made of structural steel (40 grade according to ASTM A 1008).
- Widths: nominal dim. –  $\frac{1}{2}$ "
- Depths: nominal dim. –  $\frac{1}{4}$ "

### **Back Panel**

- 24 gauge steel
- Painted steel
- Circular perforations at every 1" c/c along the height, on both sides, for bolting (to the post) purposes.
- A row of central holes allows for the insertion of the fastener.
- The shape aides in stopping the panel from bowing away from the SH20 shelf.
- Panel heights: nominal dim. –  $\frac{3}{16}$ "
- Widths of shelving once assembled + 1  $\frac{5}{8}$ "

-Clip Shape resembles a gusset, inserted into the perforations in the middle of the panel and under the shelf.

### **Side Panel**

-26 gauge steel

-Painted steel

-Circular perforations at every 1" c/c along the height, on both sides.

-Inserted into the central Spider post opening and bolted into place.

-Panel heights: nominal dim. – 3/16"

-Depths of shelving unit once assembled: nominal

### **Bin Front**

-18 gauge steel

-Painted steel

-"L" shape with folds on extremities and hooks in order to fasten to the post.

-Perforations at extremities for insertion of a nylon clip which holds bin front in place.

-5" high: upper part has a hemming fold to give structure to the base and to avoid injury (no sharp edges).

-2" high : upper part has an offset fold to be positioned in front of the shelf to hold the base firmly in place and keep it from becoming knocked out of place if kicked by a foot.

-Dual function: shelf front to avoid having objects fall or as base to close the very bottom of shelving unit.

-Widths: nominal dim. – 1/2"

-5" H SH28: -Height: nominal dim. – 5/16"

-2" H SH28: Height: nominal dim. + 7/16"

| <b>ITEM</b> | <b>QUANTITY</b> | <b>DESCRIPTION</b>                             |
|-------------|-----------------|--|
| <b>4</b>    | <b>1 Each</b>   | <b>Battery Rack 75"H x 48"W x 48"D-4 Level</b> |

### **Posts:**

-14 gauge steel

-Painted steel

-Tubular "T" shape, 1 5/8" wide face and 2" deep.

-Two types of perforations on the sides, at every 1" c/c: square in order to fasten shelf clips and – round for panels and other accessories.

- Complete with round holes every 12" c/c on the face for fastening braces, panels and other accessories.
- Trapezoidal perforations on the face for attaching beams and other accessories.
- Hollow center of the Spider post allows for installation of juxtaposed accessories at the same height.
- Same post is used at the front and at the back.
- Can serve as common post thanks to its symmetrical shape.
- Shelves are fixed to the post and are adjustable
- 87" Height
- Floor Mounting Brackets, Shims and Anchor Kit hardware
- Four (4) Level System

### **Heavy Duty Beams for Batteries**

- 12 gauge steel
- Painted steel
- Open "C" profile section is fabricated with folds that serve as a stop to keep batteries from falling.
- Face height: 2 ½" offers a higher load capacity.
- Have 2 hooks at each extremity to install beams on posts.
- Adjustable every 2" c/c.
- The lower fold has a hole at the center in order to attach the central SR29 tie bar.
- The upper fold has slits spaced in multiples of 3" in order to insert the SR29 tie bars.
- Beams locked in place by security attachments stopping them from becoming detached from the posts.
- 2 beams can be installed side-by-side in the trapezoid perforations on the face of the SR10 posts, for an installation of two units in a row
- For car and SUV batteries.

### **Heavy Duty Tie Bar**

- 14 gauge galvanized steel
- Formed in a "C" fold with 2 hooks (to fasten to beams).
- Is installed between the front and back beams.
- Width: 1"
- Depths: according to mini-racking.
- Height: 1 11/16"

### Heavy Duty Back Tie Bar

-16 gauge galvanized steel

-Tie Bars :

"C" fold profile is 1 1/8" x 1 1/8" to support the batteries.

-Center of tie bar :

-Profile has 3 holes with a hole at each extremity in order to join the SR24 front and back beams with a bolt and nut. The profile serves as a support and avoids a gap with the beams.

-Inserts in the slots of SR24 beams.

Depths: 24 5/8" (24" ), 36 5/8" (36"), 48 3/4" (48")

| ITEM | QUANTITY | DESCRIPTION                      |
|------|----------|----------------------------------|
| 5    | 1 Each   | Pallet Rack Warehouse Components |

### Pallet Rack

I) Fifty one (51) Pallet Rack Upright Frames 192"H x 42"D

- Bolted Steel post upright frame
- 15 Gauge steel
- Floor Mounting Brackets, Shims and Anchor Kit hardware

II) Three Hundred and fifty two (352) TD Beams 96"L x 3 21/32"H x 2.75" W with 1.625" H x 1W step

- 4,130 Lbs capacity per pair
- Unslotted Step Pallet Rack Beam
- Beams shall be tied together to prevent spreading.

III) Three Hundred and fifty two (352) Wire Deck: 42"D x 46"W

- Powder coated steel rack deck
- 6 gauge steel wire
- 3 channels supports under wire
- Capacity equal distributed load 2500 lbs

IV) Forty Four (44) 12' Row Spacers

- Steel
- Shall include pallet mounting hardware

**005 - SUPPLEMENTAL TERMS & CONDITIONS**

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

All or None Bid.

City of San Antonio will make award to one bidder only.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "Shelving and Pallet Rack System for New Fire Services Facility" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. 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.

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

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

| TYPE  | AMOUNTS   |
|---|---|
| 1. Workers' Compensation<br>2. Employers' Liability   | Statutory<br>\$500,000/\$500,000/\$500,000  |
| 3. Broad form Commercial General Liability Insurance to include coverage for the following:<br>a. Premises/Operations<br>*b. Independent Contractors<br>c. Products/Completed Operations<br><br>d. Personal Injury<br>e. Contractual Liability<br>f. Damage to property rented by you | For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence;<br>\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage<br><br>f. \$100,000 |
| 4. Business Automobile Liability<br>a. Owned/leased vehicles<br>b. Non-owned vehicles<br>c. Hired Vehicles  | Combined <u>Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence  |

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

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Vendor shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Vendor shall pay any costs incurred resulting from said changes.

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

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

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

In addition to any other remedies City may have upon Vendor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Vendor to stop work hereunder, and/ or withhold any payment(s) which become due to Vendor hereunder until Vendor demonstrates compliance with the requirements hereof.

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

It is agreed that Vendor'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.

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

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

Incorporation of Attachments.

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

Attachment A – Price Schedule

Attachment B – SBEDA Language

Attachment C – Utilization Plan

## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

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

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

### Invoicing and Payment.

Address for Invoices. All original invoices must be sent 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. City will not make partial payments on an invoice where there is a dispute.

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

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

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

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

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

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

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

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

#### Termination.

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

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

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

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

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

#### **INDEMNIFICATION.**

**VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, 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. In addition, Vendor agrees to indemnify, defend, and hold the City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.**

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

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

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

#### **Records Retention.**

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem

necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

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

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

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

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

007 - SIGNATURE PAGE

By submitting a bid, whether electronically or by paper, Bidder represents that:

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

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

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

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

If submitting your bid by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your bid.

Bidder Information  
Please Print or Type  
Vendor ID No.  
Signer's Name  
Name of Business  
Street Address  
City, State, Zip Code  
Email Address  
Telephone No.  
Fax No.  
City's Solicitation No.

\*Electronic Response\*

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Signature of Person Authorized to Sign Bid

## 008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**009 - ATTACHMENTS**

| ITEM | QUANTITY | DESCRIPTION  |
|------|----------|--|
| 1    | 12 Each  | HD Shelving, 87"H x 48"W x 24"D<br>with closed sides & back, five (5) box shelves, and<br>eight (8) High Density Modular Drawers |

PRICE EACH: \$ 1,675<sup>00</sup>

TOTAL PRICE\$ 20,100<sup>00</sup>

MAKE & MODEL OFFERED Rousseau - Spider Industrial Steel Shelving

| ITEM | QUANTITY | DESCRIPTION  |
|------|----------|--|
| 2    | 6 Each   | HD Shelving, 87"H x 48"W x 24"D<br>with closed sides & back, seven (7) box shelves |

PRICE EACH: \$ 239<sup>00</sup>

TOTAL PRICE\$ 1,434<sup>00</sup>

MAKE & MODEL OFFERED Rousseau - Spider Industrial Steel Shelving

| ITEM | QUANTITY | DESCRIPTION  |
|------|----------|--|
| 3    | 92 Each  | HD Shelving, 87"H x 48"W x 18"D<br>with closed sides & back, six (6) box shelves |

PRICE EACH: \$ 164<sup>50</sup>

TOTAL PRICE\$ 15,134<sup>00</sup>

MAKE & MODEL OFFERED Rousseau - Spider Industrial Steel Shelving

| ITEM | QUANTITY | DESCRIPTION                             |
|------|----------|---|
| 4    | 1 Each   | Battery Rack 75"H x 48"W x 48"D-4 Level |

PRICE EACH: \$ 750<sup>00</sup>

TOTAL PRICE\$ 750<sup>00</sup>

MAKE & MODEL OFFERED Rousseau - Model SRP0461 - Battery Rack

Pallet Rack -to Include:

I) Fifty one (51) Pallet Rack Upright Frames 192"H x 42"D

PRICE EACH: \$ 89<sup>50</sup>

TOTAL PRICE \$ 4,564<sup>50</sup>

MAKE & MODEL OFFERED Mecalux - P/N T005 2375

II) Three hundred and fifty two (352) TD Beams 96"L x 3 21/32"H x 2.75"W with 1.625" x 1"W step

PRICE EACH: \$ 23<sup>50</sup>

TOTAL PRICE \$ 8,272<sup>00</sup>

MAKE & MODEL OFFERED Mecalux - P/N U007 2457

III) Three hundred and fifty two (352) Wire Deck: 42"D x 46"W

PRICE EACH: \$ 16<sup>25</sup>

TOTAL PRICE \$ 5,876<sup>00</sup>

MAKE & MODEL OFFERED Atlas - 42" x 46" wire deck

IV) Forty four (44) 12' Row Spacers

PRICE EACH: \$ 3<sup>75</sup>

TOTAL PRICE \$ 165<sup>00</sup>

MAKE & MODEL OFFERED Mecalux - P/N T004 7975

FREIGHT \$ 3,275<sup>00</sup>

INSTALLATION \$ 6,460<sup>00</sup>

DELIVERY & INSTALLATION WILL BE COMPLETED AFTER 28-35 CALENDAR  
DAYS OF RECEIVING PURCHASE ORDER

PAYMENT TERMS Net 30 Days