LC
3/10/16
Item No. 8

AN ORDINANCE 2016-03-10-0193

ACCEPTING THE BID FROM FITNESS IN MOTION OF SOUTH TEXAS TO PROVIDE THE SAN ANTONIO FIRE DEPARTMENT WITH REPLACEMENT CARDIO FITNESS EQUIPMENT FOR VARIOUS FIRE FACILITIES FOR A TOTAL COST OF $114,506.50, FUNDED FROM THE GENERAL FUND.

* * * * *

WHEREAS, bids were submitted to provide the San Antonio Fire Department with cardio fitness equipment for various fire facilities; and

WHEREAS, the bids submitted by AEGIS Fitness Solutions LLC, AYC LLC d/b/a Hest Fitness Products and BSN Sports LLC failed to meet the City's specifications and/or requirements; and

WHEREAS, the bid submitted by Fitness in Motion of South Texas, a city business, is within 3 percent of the lowest bid, which was from Fit Supply LLC, a bidder who is not a city business; and

WHEREAS, Fitness in Motion of South Texas was the low responsive bidder for a total cost of $114,506.50; **NOW THEREFORE**:

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

SECTION 1. The low, responsive bid from Fitness in Motion of South Texas to provide the San Antonio Fire Department with cardio fitness equipment for a total cost of $114,506.50 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation sheet and bid are attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. It has been found and declared that the bids from AEGIS Fitness Solutions LLC, AYC LLC d/b/a Hest Fitness Products and BSN Sports LLC failed to meet the City's specifications and/or requirements.

SECTION 3. It is found and declared that, pursuant to the City's Local Preference Program, passed by ordinance number 2013-03-21-0167 and as amended by ordinance number 2014-11-13-0923, Fitness in Motion of South Texas, a city business, is entitled to award.

SECTION 4. Funding in the amount of $114,506.50 for this ordinance is available in Fund 11001000, Cost Center 2015090001 and General Ledger 5501080 as part of the Fiscal Year 2016 Budget.

SECTION 5. Payment not to exceed $114,506.50 is authorized to Fitness in Motion of South Texas and should be encumbered with a purchase order.

SECTION 6. 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 7. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

PASSED and APPROVED this 10th day of March, 2016.

M A Y O R
for Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**8 (in consent vote: 5, 7, 8, 9, 10, 12, 14, 17, 18, 19, 21, 23, 24, 25, 26, 27, 28)**
Date:	03/10/2016
Time:	09:15:21 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Fitness In Motion of South Texas to provide the San Antonio Fire Department with replacement cardio fitness equipment for various fire facilities for a total cost of $114,506.50, funded from the General Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor	x					
Roberto C. Treviño	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				x
Michael Gallagher	District 10		x			x	

City of San Antonio Bid Tabulation

Opened: January 27, 2016
For: SAFD-Cardio Fitness Equipment

6100006994 SC

Item	Description	Qty	Local	Non-Local	Non-Local Bid #1	Non-Local Bid #2	Non-Local	Non-Local	Non-Local
			Fitness In Motion 8522 Broadway Ste. 101 San Antonio, TX 78217 210-828-4542	Fit Supply LLC. 407 113 Street Arlington, TX 76011	AEGIS Fitness Solutions LLC. 2302 Arpdale Ste., Ste. A Austin, TX 78704	AEGIS Fitness Solutions LLC. 2302 Arpdale Ste., Ste. A Austin, TX 78704	AYC LLC dba Hest Fitness Products 4730 South Padre Island Drive Corpus Christi, TX 78411	W.L. Collins Corp., LLC. 370 Paramount Drive Raynham, MA 02767	BSN Sports, LLC. P.O. Box 7726 Dallas, TX 75209
					NAS	NAS	NAS		NAS
1	CE 800 SPIRIT ELLIPTICAL	35	$1,859.00	$1,845.00	$1,615.00	$1,615.00	$1,657.00	$1,889.99	$1,686.18
	Extended Total		$65,065.00	$64,575.00	$56,525.00	$56,525.00	$57,995.00	$66,149.65	$59,016.30
	Manufacturer		Spirit	Spirit	Fitnex	Fitnex	Green Series	Spirit	Fitnex
	Model #		CE 800	CE 800	E70 Elliptical	E70 Elliptical	6000 Elliptical	CE 800	E70 Elliptical
2	CT 800 SPIRIT TREADMILL	21	$2,059.00	$2,218.00	$1,815.00	$1,815.00	$1,855.00	$2,239.99	$1,641.52
	Extended Total		$43,239.00	$46,578.00	$38,115.00	$38,115.00	$38,955.00	$47,039.79	$34,471.92
	Manufacturer		Spirit	Spirit	Fitnex	Fitnex	Green Series	Spirit	Fitnex
	Model #		CT 800	CT 800	T70 Commercial	T70 Commercial	6000 Treadmill	CT 800	T70 Commercial
3	PRO 230 SCIFIT, TOTAL BODY EXERCISER	1	$4,207.50	$4,400.00	$4,195.00	$4,195.00	$4,095.00	$3,895.00	$5,376.88
	Extended Total		$4,207.50	$4,400.00	$4,195.00	$4,195.00	$4,095.00	$3,895.00	$5,376.88
	Manufacturer		SciFit	SciFit	HCI	HCI	SciFit	SciFit	SciFit
	Model #		PRO 230	PRO 230	PhysioMax TBT-1000	PhysioMax TBT-1000	PRO 230	PRO 230	PRO 230
4	Labor Rate Per Hour	57 Hours	$35.00	$0.00	$105.30	$109.00	$42.00	$400.00	$8,310.99
	Extended Total		$1,995.00	$0.00	$6,002.10	$6,213.00	$2,394.00	$22,800.00	$473,726.43
5	Shipping	1	$0.00	$0.00	$3,580.00	$3,580.00	$5,200.00	$0.00	$961.80
	Delivery		30 Days	30 Days	21 Days		28 Days	14 Days	35 Days
	Sub-Total		$114,506.50	$115,553.00	$108,417.10	$108,628.00	$108,639.00	$139,884.44	$573,553.33
	Prompt Payment Discount		0%	2%	0%	0%	0%	0%	0%
	Sub-Total with Prompt Payment Discount		$114,506.50	$113,241.94	$108,417.10	$108,628.00	$108,639.00	$139,884.44	$573,553.33
	Percentage between local bid and lowest responsive bidder		1.12%						
	Price Differential		$1,264.56						
	Payment Terms		Net 30	2% 10 Days	Net 30	Net 30	Net 30	Net 30	Net 30
	Total		$114,506.50	$113,241.94	$108,417.10	$108,628.00	$108,639.00	$139,884.44	$573,553.33
	Total Award		**$114,506.50**	**$115,553.00**	**$108,417.10**	**$108,628.00**	**$108,639.00**	**$139,884.44**	**$573,553.33**

NAS: AEGIS Fitness Solutions, LLC., AYC LLC, BSN Sports-Vendors submitted alternate equipment that does not meet the minimum functions of the required specifications.

Exhibit I

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100006994

CARDIO FITNESS EQUIPMENT FOR THE SAN ANTONIO FIRE DEPARTMENT

Date Issued: JANUARY 7, 2016

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM Central Time, JANUARY 27, 2016

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
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

"CARDIO FITNESS EQUIPMENT FOR THE SAN ANTONIO FIRE DEPARTMENT"

Bid Due Date: 2:00 p.m. Central Time, JANUARY 27, 2016

Bid No.: 6100006994

Bidder's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NO DBE / ACDBE Requirements: NO

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 at at

Staff Contact Person: STEPHANIE CRIOLLO, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966.
Email: STEPHANIE.CRIOLLO@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

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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. 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.

Variances 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 variances 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, 11th 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.

State of Texas Conflict of Interest Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under 176.006(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

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

If delivering by hand, deliver to:

Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

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

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

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

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form is available from the Texas Ethics Commission by accessing the following web address:

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

Print your completed Form 1295 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 in front of a notary and submit it with your response to this solicitation.

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

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency.

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

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with a governmental entity or state agency, including a broker, intermediary, adviser, or attorney for the business entity.

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

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

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

(3) is not an employee of the business entity.

004 - SPECIFICATIONS / SCOPE OF SERVICES

Scope: The City of San Antonio is soliciting bids to furnish all labor, material and equipment necessary to provide inside delivery of "new" Cardio Fitness Equipment to the San Antonio Fire Department in accordance with the enclosed general terms, conditions and specifications.

Requirements:

Vendor shall be responsible for coordinating delivery of the "new" Fitness Equipment.

The delivery locations are on Attachment B. Contact information will be given to vendor. At least 48 hour notice must be given to the contact person prior to delivery.

Warranty:

In addition to the warranty requirements stated in the General Terms and Conditions section of this IFB, Vendor shall provide a warranty against defects in materials and workmanship for all parts supplied hereunder, or the manufacturer's warranty if greater. Vendor shall replace all parts found to be defective at no cost to City during this warranty period, including shipping.

Specifications:

PART #	ITEM	QTY
CE 800	SPIRIT ELLIPTICAL, **or approved equal**	35
CT 800	SPIRIT TREADMILL, **or approved equal**	21
PRO 230	SCIFIT, Total Body Exerciser, **or approved equal**	1
	LABOR	59 HRS
	SHIPPING	1

Vendor must submit specification sheets if bidding alternate equipment.

ACCOUNT REPRESENTATIVE CONTACT INFORMATION

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

Name:_____

Title:_____

Phone:_____ Fax: _____

Email: _____

ORDER PLACEMENT INFORMATION

Vendor shall list the preferred service contact method and contact information.

Services shall be coordinated via: (check all that apply)

Phone:_____ Fax:_____ Email:_____

Name:_____

Title:_____

Phone:_____ Fax: _____

Email: _____

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 "Cardio Fitness Equipment for the San Antonio Fire Department" 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 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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 – LOCAL PREFERENCE PROGRAM ORDINANCE LANGUAGE
Attachment B – PRICE SCHEDULE
Attachment C – LOCAL PREFERENCE PROGRAM TRACKING FORM
Attachment D – VETERAN OWNED SMALL BUSINESS IDENTIFICATION FORM
Attachment E – SAFD DELIVERY LOCATIONS
Attachment F – SBEDA ORDINANCE COMPLIANCE PROVISIONS LANGUAGE
Attachment G – HUB 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, it s 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 IILC.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.

Non-Discrimination. As a party to this contract, Vendor understands and agrees to comply with the Non-Discrimination Policy of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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. _____

_____
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

Attachment A-Local Preference Program Ordinance Language

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, effective for solicitations issued after May 1, 2013.

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

In order to receive consideration the Local Bidder must complete and return the attached Local Preference Identification Form.

Attachment B-Price Schedule

ITEM 1: CARDIO FITNESS EQUIPMENT

PART #	ITEM	QTY	LIST PRICE	PERCENTAGE DISCOUNT	COSA NET PRICE	EXTENDED PRICE (COSA NET PRICE X QTY)
CE 800	SPIRIT ELLIPTICAL, **or approved equal**	35				
CT 800	SPIRIT TREADMILL, **or approved equal**	21				
PRO 230	SCIFIT, Total Body Exerciser, **or approved equal**	1				
	LABOR	59 HRS				
	SHIPPING					
Extended Price: $_____						

Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)

Delivery will be made within _____ calendar days after receipt of purchase order.

Display Response : 7000007767

RFx Response Number: 7000007767 RFx Number: 6100065994 RFx Name: CARDIO FITNESS EQUIPMENT FOR THE SAN ANT Status: Submitted Supplier Name: FITNESS IN MOTION Total Value: 114,576.50 USD

Edit | Close | Print Preview | Refresh | Check | Export

RFx Information | Items | Notes and Attachments | Approval | Tracking

General Data | Notes and Attachments | Questions | Payment

Basic Data

Bidder Contact Information

Supplier Name:	FITNESS IN MOTION
Contact Person Name:	LORNE LAPORTE
E-Mail:	laporte@austin.rr.com
Fax:	5122189148
Phone:	2108284542

RFx Response Information

Last Changed on:	01/25/2016 09:36:59 CST
Last Changed by:	Mr. LORNE LAPORTE
Creation Date:	01/15/2016 10:21:58 CST
Created by:	Mr. LORNE LAPORTE

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:	114,576.50 USD

Organization

Responsible Purchasing Organization:	O 60000103 City of San Antonio
Responsible Purchasing Group:	O 60013542 Stephanie Criollo

Pricing Arrangement:	
Ceiling Amount:	
Pricing Arrangement:	
Service and Delivery:	

Status and Statistics

Created on:	01/15/2016 10:21:58 CST
Created by:	Mr. LORNE LAPORTE
Last Processed on:	01/25/2016 09:36:59 CST
Last Processed by:	Mr. LORNE LAPORTE

Partners and Delivery Information

RFx Response

History Back Forward

Display Response : 7000007767

Response Number: 7000007767 RFx Number: 6100006894 RFx Name: CARDIO FITNESS EQUIPMENT FOR THE SAN ANT Status: Submitted Supplier Name: FITNESS IN MOTION Total Value: 114,576.50 USD

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Line Number	Description	Item Type	Product ID	Product Category	Product Category Description	Required Quantity	Submitted Quantity	Unit	Price	Currency	Price Per	Delivery Date	Total Value	RFx Response	RFx Response	Weight (in %)	Internal Item Number
	CE 800 Spirit Elliptical	Material		[illegible]	GYMNASIUM APPARATUS	1.00	1.00	EA	1,850.00	USD	1		1,850.00	0/ 0	1/ 1	0.00	1
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/ 0	1/ 1	0.00	2
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,850.00	USD	1		1,850.00	0/ 0	1/ 1	0.00	3
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,850.00	USD	1		1,850.00	0/ 0	1/ 1	0.00	4
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/ 0	1/ 1	0.00	5
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/ 0	1/ 1	0.00	6
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,850.00	USD	1		1,850.00	0/ 0	1/ 1	0.00	7
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/ 0	1/ 1	0.00	8
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,850.00	USD	1		1,850.00	0/ 0	1/ 1	0.00	9
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/ 0	1/ 1	0.00	10

Total Value | 114,576.50 | USD

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Line Number	Description	Item Type	Product ID	Product Category	Product Category Description	Requested Quantity	Submitted Quantity	Unit	Price	Currency	Price Per	Delivery Date	Total Value	RFx Response	RFx Response	Weight (in %)	Internal Item Number
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/0	1/1	0.00	11
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/0	1/1	0.00	12
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/0	1/1	0.00	13
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/0	1/1	0.00	14
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/0	1/1	0.00	15
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/0	1/1	0.00	16
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/0	1/1	0.00	17
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/0	1/1	0.00	18
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/0	1/1	0.00	19
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/0	1/1	0.00	20

Total Value | 114,576.50 | USD

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ne Number	Description	Item Type	Product ID	Product Category	Product Category Description	Required Quantity	Submitted Quantity	Unit	Price	Currency	Price Per	Delivery Date	Total Value	RFx / Response	RFx / Response	Weight (in %)	Internal Item Number
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/ 0	1/ 1	0.00	21
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	22
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	23
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/ 0	1/ 1	0.00	24
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	25
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	26
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/ 0	1/ 1	0.00	27
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	28
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	29
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/ 0	1/ 1	0.00	30

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ne Number	Description	Item Type	Product ID	Product Category	Product Category Description	Required Quantity	Submitted Quantity	Unit	Price	Currency	Price Per	Delivery Date	Total Value	RFx / Response	RFx / Response	Weight (in %)	Internal Item Number
	CE 800 Spirit Elliptical	Material		30557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	31
	CE 800 Spirit Elliptical	Material		30557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	32
	CE 800 Spirit Elliptical	Material		30557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	33
	CE 800 Spirit Elliptical	Material		30557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	34
	CE 800 Spirit Elliptical	Material		30557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	35
	CE 800 Spirit Elliptical	Material		30557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	36
	CE 800 Spirit Elliptical	Material		30557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	37
	CE 800 Spirit Elliptical	Material		30557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	38
	CT 800 Spirit Treadmill	Material		30557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/ 0	1/ 1	0.00	39
	CE 800 Spirit Elliptical	Material		30557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/ 0	1/ 1	0.00	40

Total Value: 114,576.50 USD

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ne Number	Description	Item Type	Product ID	Product Category	Product Category Description	Required Quantity	Submitted Quantity	Unit	Price	Currency	Price Per	Delivery Date	Total Value	RFx / Response	RFx / Response	Weight (in %)	Internal Item Number
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/0	1/1	0.00	40
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/0	1/1	0.00	41
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/0	1/1	0.00	42
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/0	1/1	0.00	43
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/0	1/1	0.00	44
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/0	1/1	0.00	45
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/0	1/1	0.00	46
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/0	1/1	0.00	47
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,059.00	USD	1		2,059.00	0/0	1/1	0.00	48
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,859.00	USD	1		1,859.00	0/0	1/1	0.00	49

Total Value 114,575.50 USD

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ne Number	Description	Item Type	Product ID	Product Category	Product Category Description	Required Quantity	Submitted Quantity	Unit	Price	Currency	Price Per	Delivery Date	Total Value	RFx / Response	RFx / Response	Weight (in %)	Internal Item Number
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,050.00	USD	1		1,050.00	0/0	1/1	0.00	50
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,050.00	USD	1		1,050.00	0/0	1/1	0.00	51
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,050.00	USD	1		1,050.00	0/0	1/1	0.00	52
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,050.00	USD	1		2,050.00	0/0	1/1	0.00	53
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,050.00	USD	1		1,050.00	0/0	1/1	0.00	54
	CT 800 Spirit Treadmill	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	2,050.00	USD	1		2,050.00	0/0	1/1	0.00	55
	CE 800 Spirit Elliptical	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	1,050.00	USD	1		1,050.00	0/0	1/1	0.00	56
	SCF2 Pro 2	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	4,207.50	USD	1		4,207.50	0/0	1/0	0.00	57
	Installation Hours	Material		80557	GYMNASIUM APPARATUS	59.00	59.00	EA	35.00	USD	1		2,065.00	0/0	1/0	0.00	58
	Shipping	Material		80557	GYMNASIUM APPARATUS	1.00	1.00	EA	0.00	USD	1		0.00	0/0	1/0	0.00	59
																Total Value	114,578.50 USD

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

SOLICITATION NAME/NUMBER: 6100006994

Section 1: Prime Contractor

Name of PRIME CONTRACTOR:	Fitness in Motion of South TX	
Physical Address:	8522 Broadway Ste 101	
City, State, Zip Code:	San Antonio, TX 78217	
Phone Number:	512 585-3485	
Email Address:	llaporte@austin.rr.com	
Is PRIME CONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is PRIME CONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified PRIME CONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

Section 2: Subcontractor

Is PRIME CONTRACTOR subcontracting with a business that is certified as a VOSB? (circle one)	Yes	No
Name of SUBCONTRACTOR Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is SUBCONTRACTOR certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is SUBCONTRACTOR certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

Ronald D. Adams

(Print Name) Authorized Representative of Respondent

Ronald D. Adams

(Signature) Authorized Representative of Respondent

Director of Business Development

Title

1-21-2016

Date

This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.

CITY OF SAN ANTONIO
ECONOMIC DEVELOPMENT
DEPARTMENT

CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: *Fitness Equipment for the San Antonio Fire Department*

RESPONDENT NAME: Fitness in Motion of South Texas

SOLICITATION API: *None*

API REQUIREMENTS: *None*

Enter Respondent's (Prime) proposed contract participation level. Leave blank for revenue generating contracts.

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime:	$ 114,576.50	100 %		Sell and install Fitness equipment
SAePS Vendor #: 1014414			SCTRCA #:	

List ALL subcontractors/suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	

*** Prime respondent and all subcontractors/suppliers must be registered in the City of San Antonio Electronic Procurement System (SAePS). To learn more about how to register, please call (210) 207-0118 or visit http://www.sanantonio.gov/purchasing/saeps.aspx.*

Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
A.Total Prime Participation:	$	%	*A. Total base bid amount to be kept by prime.*	
B.Total Sub Participation:	$	%	*B. Total amount prime will pay to certified and non-certified subcontractors/suppliers*	
C.Total Certified Sub Participation:	$	%	*C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above*	
D.Total Prime & Sub Participation*:	$	%	*D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)*	

If a business is not certified, please call the Small Business Program Office at (210) 207-3900 for information and details on how subcontractors and suppliers may obtain certification.

I HEREBY AFFIRM THAT I POSSESS DOCUMENTATION FROM ALL PROPOSED SUBCONTRACTORS/SUPPLIERS CONFIRMING THEIR INTENT TO PERFORM THE SCOPE OF WORK FOR THE PRICE INDICATED ABOVE. I FURTHER AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

Print Name: Ron D. Adams **Sign:** Ron D. Adams **Title:** Director of Bus. Dev.

Date: 1-21-16

****

FOR CITY USE

Action Taken: Approved_____ **Denied**_____ _____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

Version 09/04/13

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS'/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: _____%

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: 6100006994

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	Fitness in Motion of South Texas	
Physical Address:	8522 Broadway, Ste 101	
City, State, Zip Code:	San Antonio TX 78217	
Phone Number:	512-585-3485	
Email Address:	llaporte@austin.rr.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent: 20		
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE): N/A

Name of Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

City of San Antonio

Veteran-Owned Small Business (VOSB) Preference Program Identification Form

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ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on this Veteran-Owned Small Business Preference Program Identification Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Preference Program Identification Form may be investigated and I hereby give my full permission for any such investigation, including the inspection of business records and site visits by City or its authorized representative. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected or contract to be terminated. I further acknowledge that providing false information is grounds for debarment.

RESPONDENT'S FULL NAME:

Ronald D. Adams

(Print Name) Authorized Representative of Respondent

Ronald D. Adams

(Signature) Authorized Representative of Respondent

Director of Business Development

Title

1-21-2016

Date

This Veteran-Owned Small Business Preference Program Identification Form must be submitted with the Respondent's proposal.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2016-4865

Date Filed:
01/22/2016

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fitness In Motion of South Texas
San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of San Antonio

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

6100006994
We sell fitness equipment: cardio and strength. We also provide the installation and servicing of the fitness equipment.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

BRITA DOYLE
Notary Public, State of Texas
My Commission Expires
January 29, 2016

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said authorized agent - Ron Adams this the 22 day of January, 20 16, to certify which, witness my hand and seal of office.

Brita Doyle
Signature of officer administering oath

Brita Doyle
Printed name of officer administering oath

Notary
Title of officer administering oath