

AN ORDINANCE 2007-06-07-0654

ACCEPTING THE BIDS OF VARIOUS COMPANIES TO PROVIDE THE CITY WITH VARIOUS TYPES OF COMMODITIES AND SERVICES ON AN ANNUAL CONTRACT BASIS FOR FY 2006-2007 FOR A COMBINED ESTIMATED ANNUAL COST OF \$192,300.00, INCLUDING (A) JACOBSEN AND TORO PARTS AND SERVICE; (B) LIBRARY ITEM BARCODE LABELS; (C) SPARTAN MOTOR PARTS AND SERVICE; (D) HEIL REFUSE TRUCK BODY PARTS AND SERVICE; AND (E) LEASE AGREEMENT FOR VASCULAR SCREENING DEVICES.

* * * * *

WHEREAS, the City is able to obtain significant savings by purchasing various materials and services on an annual contract basis; and

WHEREAS, this group of contracts represents a portion of approximately two hundred and fifty (250) annual contracts that will be brought before City Council throughout the remainder of the fiscal year; and

WHEREAS, these bids are from various companies to furnish the City with: Jacobsen and Toro Parts and Service; Library Item Barcode Labels; Spartan Motor Parts and Service; Heil Refuse Truck Body Parts and Service; and Lease Agreement for Vascular Screening Devices; and

WHEREAS, this ordinance approves 1 sole source contract, 2 low bid contract; and 2 low qualifying bid contracts; and

WHEREAS, all expenditures will be in accordance with the 2006-2007 budget approved by City Council; **NOW THEREFORE:**

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

SECTION 1. The bids of various companies to furnish the City with: Jacobsen and Toro Parts and Service; Library Item Barcode Labels; Spartan Motor Parts and Service; Heil Refuse Truck Body Parts and Service; and Lease Agreement for Vascular Screening Devices are hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits and insurance certificates and endorsements. The bid tabulation sheets are attached hereto and incorporated herein for all purposes as Exhibit I. Copies of the bids are available for inspection in the offices of the Administrative Services Department.

SECTION 2. It has been found and declared that the following companies failed to meet the City's specifications, as shown on the attached bid tabulations: a) Library Item Barcode Labels: (i) Symbology, Inc. did not sign bid document as required; and (ii) Reliance Label Solutions, Inc., did not meet Item 1 Digital Imaged Barcode Label Specification 2: 4 Mil. Archival Paper; b) Spartan Motor Parts and Service: Spartan Chassis, Inc., failed to bid on Labor & Service and failed to provide a price list; and c) Heil Refuse Parts and Service: Equipment Southwest failed to provide a bid for Labor and Service.

SECTION 3. The amounts will be encumbered upon issuance of a purchase order, and payment is authorized to various vendors. All expenditures will be in accordance with the FY 2006-2007 budget approved by City Council.

SECTION 4: The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director, may subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific cost centers and fund numbers as necessary to carry out the purpose of this ordinance.

SECTION 5. This ordinance shall take effect June 17, 2007.

PASSED and APPROVED this 7th day of June, 2007



M A Y O R

PHIL HARDBERGER

ATTEST:



City Clerk

APPROVED AS TO FORM:



for City Attorney

ANNUAL CONTRACT TABLE OF CONTENTS
June 7, 2007

RFCA # 1755

COMMODITY

MBE

VENDOR

Contracts procured on the basis of low bids:

- | | | |
|--|-----|--|
| A. Jacobsen and Toro Parts and Service
A413-07-SC
Upon award through December 31, 2007
With 2, 1 year options to extend | MBE | C&M Golf and Grounds, Item 1
Professional Turf Products, Item 2
& 3
Estimated Amount: \$50,000.00
annually |
| B. Library Item Barcode Labels
A1204-07-DM
Upon award through March 31, 2007
With 2, 1 year options to extend | MBE | Computype
Entire Bid
Estimated Amount: \$9,300.00
annually |

Contracts procured on the basis of low qualifying bids:

- | | | |
|--|-----|--|
| C. Spartan Motor Parts and Service
A302-07-SC
Upon award through May 31, 2008
With 1, 1 year option to extend | MBE | E-One Inc.
Entire Bid
Estimated Amount: \$30,000.00
annually |
| D. Heil Refuse Body Parts and Service
A089a-07-DG
Upon award through December 31, 2007
With 2, 1 year options to extend | WBE | Heil of Texas
Entire Bid
Estimated Amount: \$85,000.00
annually |

Contracts procured on the basis of sole source:

- | | | |
|---|-----|--|
| E. Lease Agreement for Vascular Screening Devices
A1217-07-DS
January 1, 2007 through December 31, 2007
With 3, 1 year options to extend | MBE | Omron Colin Medical Corporation
Entire Bid
Estimated Amount: \$18,000.00
annually |
|---|-----|--|

City of San Antonio

Contract Summary Sheet

Date 6/7/2007

Agenda Item:

1755

Name/Title (Caption as shown on agenda): Annual Contract for Jacobsen and Toro Parts and Service A413-07-SC	
Description of Item(s) and Use: This contract will be utilized by the Golf Operations Department and the Maintenance and Operations Division of the Alamodome to service existing mowing equipment.	
Total \$: \$50,000.00 Annually	
Bid Number and Title	Annual Contract for Jacobsen and Toro Parts and Service A413-07-SC
Contract Period	Upon Award through December 31, 2007, with 2, 1 year options to extend
Method of Procurement	Competitive Bid (Received 2 bids)
Price Trend	54% Decrease
Contract Info: <input type="checkbox"/> Formal <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Support/Maintenance <input type="checkbox"/> Lease	
Contractor(s):	Item 1: C&M Golf & Grounds, 13250 Lookout Rd., San Antonio, TX 78233 (MLWN) Item 2 & 3: Professional Turf Products, 5026 Service Center Dr., San Antonio, TX 78218 (MLWN)
Previous Contractor(s): Professional Turf Products, 5026 Service Center Dr., San Antonio, TX 78218	
Anticipated Future Requirements and Actions:	
Comments:	
Using Department:	Golf Operations Department

City of San Antonio Bid Tabulation

Opened: April 30, 2007 For: Annual Contract for Jacobsen and Toro Parts & Service		C & M Golf & Grounds 13250 Look Out Rd. San Antonio, TX 78233 210-657-3511	Professional Turf Products 5026 Service Center Dr. San Antonio, TX 78218 210-666-0808
A413-07	SC		
Item	Description		
1	Jacobsen Parts & Service Percent of discount offered Product identification Type price schedule Date of price schedule Price schedule column on which discount is based Labor rate per hour Mileage charge (if applicable) per mile Parts available for pickup	NONE Jacobsen Dealer 2007 N/A \$72.00 N/A 5 Days	NO BID
2	Toro Mower Parts & Service (Groundmaster 300 & Up) Percent of discount offered Product identification Type price schedule Price schedule number Date of price schedule Price schedule column on which discount is based Labor rate per hour Mileage charge (if applicable) per mile Parts available for pickup	NO BID	0% Toro MSRP N/A 2007 N/A \$75.00 \$0.40 3 Days
3	Toro Mower Parts & Service (Below Groundmaster 300) Percent of discount offered Product identification Type price schedule Price schedule number Date of price schedule Price schedule column on which discount is based Labor rate per hour Mileage charge (if applicable) per mile Parts available for pickup	NO BID	0% Toro MSRP N/A 2007 N/A \$75.00 \$0.40 3 Days
	Terms	Net 30	Net % 10 Days

City of San Antonio Contract Summary Sheet

Date 6/7/2007
Agenda Item:
1755

Name/Title (Caption as shown on agenda): Library Item Barcode Labels A1204-07-DM	
Description of Item(s) and Use: This contract will provide the San Antonio Public Library with self adhesive barcode labels. Library staff will utilize these barcode labels to identify Library books, magazines and media enabling them to track all items that are checked in and out of the Library.	
Total \$: \$9,317.00 estimated annually, with 2 (1) year extensions	
Bid Number and Title	Library Item Barcode Labels A1204-07-DM
Contract Period	Upon award through March 31, 2008 with 2, 1 year options to extend
Method of Procurement	Competitive (4 bids received)
Price Trend	N/A, New Contract
Contract Info: <input type="checkbox"/> Formal <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Support/Maintenance <input type="checkbox"/> Lease	
Contractor(s):	Computype, 2285 W. County Road C; St Paul, MN (MSWN)
Previous Contractor(s): N/A, New Contract	
Comments: *NAS* Symbology, Inc. did not sign bid document as required *NAS* Reliance Label Solutions, Inc. did not meet Item 1 Digital Imaged Barcode Label Specification 2; " 4 Mil. Archival Paper:"	
Using Department:	Library Department

City of San Antonio Bid Tabulation

Opened: April 30, 2007 For: Annual Contract for Library Item Barcode Labels			Computype	Brodart Company	Reliance Label Solutions, Inc.	Symbology, Incorporated
A1204-07			2285 W. County Road C St. Paul, MN 55113 800-328-0852	100 North Road McElhattan, PA 17748	205 N. Gold St. Paola, KS 66071	7351 Kirkwood Lane, Suite 126 Maple Grove, MN 55369
Item	Description	DM/av Estimated Quantity				
1	Digital Image Label Price per roll: Total price Manufacturer & Material No.	350			*NAS*	*NAS*
	Terms		Net 30	Net 30	Net 30	Net 30
	Total Estimated Award		\$9,317.00			

City of San Antonio

Contract Summary Sheet

Date 6/7/2007
 Agenda Item:
1755

Name/Title (Caption as shown on agenda): Annual Contract for Spartan Motor Parts & Service A302-07 SC	
Description of Item(s) and Use: This contract will provide the Fire Department with Spartan Motor parts and service. This contract shall provide parts and repairs to Spartan vehicles utilized by the San Antonio Fire Department's Emergency Medical Services Division.	
Total \$: \$30,000.00 Annually	
Bid Number and Title	Annual Contract for Spartan Motor Parts & Service A302-07 SC
Contract Period	Upon award through May 31, 2008 with 1, 1 year option to extend
Method of Procurement	Competitive (2 bids received)
Price Trend	4.97% Increase due to the rising costs of raw materials which are used in the production of the parts
Contract Info: __ Formal <input checked="" type="checkbox"/> Annual __ Support/Maintenance __ Lease	
Contractor(s):	E-One Inc., P.O. Box 2710, Ocala, FL 34478 (MLWN)
Previous Contractor(s): Texas Fire Rescue, Inc., dba Fire Apparatus Specialists, 1215 Mississippi, South Houston, TX 77587	
Anticipated Future Requirements and Actions:	
Comments: NAS-Spartan Chassis Inc.-Bidder failed to bid on Labor & Service and failed to provide a price list	
Using Department:	Fire Department

City of San Antonio Bid Tabulation

Opened: April 13, 2007 For: Annual Contract for Spartan Motor Parts & Service		E-One Inc.	Spartan Chassis Inc.
A302-07 TD/sc		P. O. Box 2710	3041-B East Meadows
Item	Description	Ocala, FL 34478 352-237-1122	Mesquite, TX 75150.
1	Spartan Motor Parts Percent of Discount Offered Product identification Type Price Schedule Price Schedule Number Date of Price Schedule Price Schedule Column on which discount is based	0% Spartan Parts Retail SAFD-07 April 1, 2007 List	NAS 15% Spartan Dealer N/A N/A N/A
2	Labor and Service Labor Rate per Hour Mileage Charge per Mile Parts Delivery Terms	\$85.00 N/A 4 Days Net 30	NO BID NO BID N/A Net 30

City of San Antonio

Contract Summary Sheet

Date 6/7/2007

Agenda Item:

1755

Name/Title (Caption as shown on agenda): Heil Refuse Body Parts and Service A089a-07 DG	
Description of Item(s) and Use: This contract will provide the Fleet Maintenance and Operations Department with replacement parts and service for Heil Refuse Bodies utilized by Environmental Services Department.	
Total \$: \$85,000.00 annually	
Bid Number and Title	Heil Refuse Body Parts and Service A089a-07 DG
Contract Period	Upon Award through December 31, 2008 with 2, 1 year options to extend
Method of Procurement	Competitive (2 bid received)
Price Trend	10% increase due to rising cost of raw material (steel) needed for product construction.
Contract Info: <input type="checkbox"/> Formal <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Support/Maintenance <input type="checkbox"/> Lease	
Contractor(s):	Heil of Texas, 435 Seguin St., San Antonio, TX 78208 (FSSN)
Previous Contractor(s): Reliance Truck & Equipment, Ltd., 7200 S W.W. White Rd., San Antonio, TX 78222 (MLWN)	
Anticipated Future Requirements and Actions:	
Comments: Previous vendor is no longer a factory authorized provider of Heil Refuse Body replacement parts and service.	
NAS – Equipment Southwest – Did not provide for all items, specifically, for labor and service.	
Using Department:	Fleet Maintenance and Operations Department

City of San Antonio Bid Tabulation

Opened: May 7, 2007 For: Annual Contract for Heil Refuse Body Parts & Service		Heil of Texas	Equipment Southwest
A089a-07	DG	435 Seguin St.	425 S. Loop 12
Item	Description	San Antonio, TX 78208 210-224-5800	Irving, TX 75060
1	Heil Refuse Body Parts Percent of discount offered Product identification (Mfr.) Type price schedule (dealer, jobber, etc.) Date of price shedule Price schedule column on which discount is based (i.e., distributor, net, wholesale)	Net Heil Fleet 2007 Fleet	NAS 15% Heil Heil OEM List 2007 2007 Heil OEM List
2	Labor and Service Labor rate per hour Mileage charge per mile Deliveries for normal wear and specified items Deliveries for other than normal wear and specified items Terms	\$65.00 N/A 1 Day 3 - 5 Days Net 30	No Bid No Bid 1 Day 4 Days Net 30

**City of San Antonio
Contract Summary Sheet**

Date 6/7/2007

Agenda Item:

1755

Name/Title (Caption as shown on agenda): Lease Agreement for Vascular Screening Devices A1217-07-DS	
Description of Item(s) and Use: This contract will provide for lease of 3 vascular screening devices that will be used by the Health Department. These Vascular Screening Devices provide rapid non-invasive measurements of the vascular system for the early detection of arteriosclerosis and peripheral vascular disease. The use of these devices in Health District clinics and employee health screening examinations will facilitate early detection of chronic disease and provide demographic research data for targeting improvements in community and employee health.	
Total \$: Estimated Total \$18,000.00	
Bid Number and Title	A1217-07 Lease Agreement for VP Vascular Screening Devices
Contract Period:	January 1, 2007 through December 31, 2007, with 3, 1 year options to extend
Method of Procurement	Sole Source
Price Trend	N/A, New Contract
Contract Info: __Formal X Annual __Support/Maintenance __Lease	
Contractor(s):	Omron Colin Medical Corporation, 5850 Farion San Antonio, TX 78249 (MLWN)
Previous Contractor (S): N/A, New Contract	
Comments:	
Using Department:	Health Department

CITY OF SAN ANTONIO
BID TABULATION

LEASE AGREEMENT FOR VP 1000 VASCULAR SCREENING DEVICE

Omron Colin Medical Corporation
5850 Farinon
San Antonio, Texas 78249

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
VP 1000 Vascular Screening Device Serial # 000023 Serial # 000024 Serial # 000025	3 Each	\$500.00 per Month	\$1,500.00 per Month

TOTAL \$18,000.00

TERMS Net 30

CONTRACT PERIOD: January 1, 2007 and terminating December 31, 2007 with three (1) year automatic renewals.

DS

A1217-07



CMS or Ordinance Number: CN4600005906

TSLGRS File Code:1000-25

Document Title:
CONT - Annual Contract Vacular Screening Device

Commencement Date:

1/1/2007

Expiration Date:

12/31/2007

VP-1000

LEASE AGREEMENT

Date of Lease Agreement: January 1, 2007

LESSOR:

Omron Colin Medical Corporation
5850 Farinon Drive
San Antonio, TX 78249

LESSEE:

The City of San Antonio on behalf of the
San Antonio Metropolitan Health District
San Antonio, Texas 78205

I. THE LEASE

1.1 LEASE OF EQUIPMENT. In accordance with the terms and conditions of this Agreement, Lessor shall lease to Lessee, and Lessee shall lease from Lessor, the medical equipment, which shall refer specifically to the lease of three VP 1000 Vascular Screening Devices, including all substitutions, replacements, repairs, parts and attachments, improvements and accessions thereto and therein (the "Equipment"), described in the schedule attached hereto as Schedule I (the "Lease"). Lessor, or its assignee, shall at all times retain the full legal title to the Equipment, it being expressly agreed by both parties that each Lease is an agreement of lease only.

1.2 TERM OF LEASE. The original term (the "Original Term") of the Lease shall commence on the Commencement Date (set out in Schedule II) and shall terminate on the Termination Date specified in Schedule II attached hereto. Notwithstanding the foregoing, the Original Term for the Equipment shall automatically extend for three successive one (1) year periods after its expiration (an "Extended Term"), unless either party gives the other party written notice, at least thirty (30) days prior to the expiration of the Original Term or any Extended Term, as the case may be, of its intent not to so extend the applicable Lease. During any Extended Term, either party may terminate this Lease upon providing the other party thirty (30) days' prior written notice. Notwithstanding any provision to the contrary contained in this Agreement, Lessee shall be deemed to accept the Equipment on the Commencement Date. Notwithstanding the foregoing, continuation of this Lease beyond any of Lessee's fiscal years, which fiscal year ends each September 30th, shall be subject to and contingent upon appropriate of funding therefor.

1.3 RENTAL PAYMENTS. Lessee shall pay Lessor rent ("Rent") for the Equipment in the amounts and at the times specified in Schedule II attached hereto. All Rent and other amounts payable by Lessee to Lessor hereunder shall be paid to Lessor at the address specified above, or at such other place as Lessor may designate in writing to Lessee from time to time.

1.4 RETURN OF EQUIPMENT. Upon expiration of the Lease Term of the Equipment, Lessee shall immediately make the Equipment available to Lessor for return to Lessor. If Lessee fails to make the Equipment available for return upon demand therefor by Lessor, Lessee shall pay Lessor, as the measure of Lessor's damages, the fair market value of the Equipment. The Parties understand and agree that the retail value of the Equipment as of the Commencement Date of the Agreement is \$3,575.00 per item of Equipment. Fair market value of the Equipment during the Lease Term shall be determined be the retail value of the Equipment less the appropriate depreciation as determined by Generally Accepted Accounting Principals (GAAP).

II. DISCLAIMERS AND WARRANTIES; CONFIDENTIALITY

2.1 WARRANTIES. Simultaneously with the delivery of the Equipment, Lessor will deliver to Lessee a copy of the Operations Manual which includes the scope and extent of the warranty that Lessor is providing for the Equipment. Lessee will acknowledge receipt of the Operations Manual. The Parties understand and agree that the technical services department of Lessor is on call twenty-four (24) hours a day, seven (7) days a week, to provide all repair related services for the City regarding the Equipment. The Parties further understand and agree that Lessor shall be responsible for all repair and service costs regarding the Equipment, except for any repairs to the Equipment that must be made as a result of the City's negligence to the Equipment.

2.2 CONFIDENTIALITY.

2.2.1 For purposes of this Agreement, each party will provide the other with certain confidential business information as follows:

- A. Each party agrees to provide such knowledge, know-how, trade secrets, techniques, developments, designs, plans and any other information relating to the Products (hereinafter "INFORMATION") as are reasonably necessary for the other party to carry out its duties hereunder;
 - B. During the term of this Agreement and for a period of three (3) years thereafter, each party agrees to hold the INFORMATION provided under this agreement by the other party and any part thereof in strict confidence and will take all reasonable precautions to protect and prevent such INFORMATION from being divulged to unauthorized parties. Each party further agrees to use such INFORMATION only as necessary in the course of its functions under this Agreement, as reasonably envisioned by the parties;
 - C. Each party agrees not to disclose, without the prior written consent of the other, the INFORMATION provided by the other party or any part thereof to any third parties, unless such disclosure is envisioned by the parties as being pursuant to the ordinary course of each party's functions, or unless such disclosure is required by law; and,
 - D. Upon termination or expiration of this agreement, Lessor and Lessee are obligated to return any and all such confidential material.
- 2.2.2 The foregoing obligations of confidentiality, use and non-disclosure shall not apply to any INFORMATION provided by one party to the other party to the extent:
- A. Such INFORMATION was in the possession of the party to whom the INFORMATION was provided prior to the receipt thereof from the other party;
 - B. Such INFORMATION is or becomes public knowledge or generally available through no breach of this Agreement by the party to whom the INFORMATION was provided; or,
 - C. Such INFORMATION is or will be disclosed to one party by any third party who is not under a secrecy obligation to the other party.
 - D. Such INFORMATION is required to be released pursuant to law, including, but not limited to, the Texas Public Information Act.

III. COVENANTS OF LESSEE

3.1 **PAYMENTS UNCONDITIONAL.** This Lease shall be a net lease, and Lessee's obligation to pay all rent and other sums thereunder, and the rights of Lessor in and to such payments, shall be absolute and unconditional, and shall not be subject to any abatement, reduction, setoff, defense, counter claim, interruption, deferment or recoupment, for any reason whatsoever, except for Lessor's failure to maintain and repair the Equipment, as described in Section 2.1. Any nonpayment of Rent or other amounts payable under any Lease shall result in Lessee's obligation to promptly pay Lessor as additional Rent on such overdue payment, for the period of time during which it is overdue (without regard to any grace period), interest at the rate set forth in the Texas Prompt Payment Act, Texas Government Code Chapter 2251, as hereafter amended.

3.2 **USE OF EQUIPMENT.** Lessee shall use the Equipment solely as a vascular screening device that is to be used by Lessee in accordance with the Lessor Operations Manual delivered with the Equipment and in compliance with all laws, rules and regulations of every governmental authority having jurisdiction over the Equipment or Lessee and with the provisions of all policies of insurance carried by Lessee pursuant to Section 3.6 below. Lessee shall pay all costs, expenses, fees and charges incurred in connection with the use and operation of the Equipment.

3.3 **USE OF DATA.** Lessor and Lessee understand and agree: (1) that Lessee will provide Lessor with all screening data from the VP1000 devices with individual identification information removed; (2) that upon official request, Lessee is to have access to the VP1000 output data, including individual identifiers, to be used in its ongoing health program activities; and (3) Lessor will provide an additional seven (7) of the VP1000 units for a matching term of one (1) year at no cost to the Lessee during the first Extended Term of the Lease if all requirements under the Lease are met by the Lessee during the Original Term.

3.4 **MEDICAL DATA REPORTING.** Lessee expressly acknowledges that the Equipment solely provides a measurement of data (as specifically set out in the Operations Manual) and the Lessee agrees that Lessee is responsible for the use of such data and Lessee hereby releases Lessor from any liability for any subsequent events, illness, and/or injury relating to Lessee's use of such data.

nm
[Signature]

3.5 TRAINING. During the Term of this Lease, Lessor shall provide Lessee with training on the use of the Equipment on an "as needed" basis.

3.6 LOSS OF EQUIPMENT. Lessee shall bear the entire risk of the Equipment being lost, destroyed or otherwise permanently unfit or unavailable for use from any cause whatsoever (an "Event of Loss") after it has been delivered to Lessee, other than loss caused by Lessor while repairing or servicing the equipment, or while in Lessor's possession for said repairs or servicing, including periods of transit. If an Event of Loss shall occur with respect to the Equipment, Lessee shall promptly notify Lessor thereof. On the rental payment date following Lessor's receipt of such notice, Lessee shall pay to Lessor an amount equal to the rental payment or payments due and payable with respect to such item of Equipment on or prior to such date, plus a sum equal to the fair market value of such item of Equipment as of the date of such payment as set forth in such Lease. Upon the making of such payment by Lessee regarding any item of Equipment, the Rent for such item of Equipment shall cease to accrue, the term of this Lease to such item of Equipment shall terminate and (except in the case of loss, theft or complete destruction) Lessor shall be entitled to recover possession of such item of Equipment. Provided that Lessor has received the fair market value of any item of Equipment, Lessee shall be entitled to the proceeds of any recovery in respect of such item of Equipment from insurance or otherwise. The Parties understand and agree that the retail value of the Equipment as of the Commencement Date of the Agreement is \$3,575.00 per item of Equipment. Fair market value of the Equipment during the Lease Term shall be determined by the retail value of the Equipment less the appropriate depreciation as determined by Generally Accepted Accounting Principals (GAAP).

3.7 INDEMNITY. Lessor agrees and understands that Article 11, Section 5 of the Texas Constitution prohibits Lessee, as a municipality, from contractually obligating itself to indemnify another party, and that any indemnification on the part of Lessee will result in a void contract.

3.8 PROHIBITIONS RELATED TO LEASE AND EQUIPMENT. Without the prior written consent of Lessor, which consent as it pertains to subsections (b) and (d) below shall not be unreasonably withheld, Lessee shall not: (a) assign, transfer, pledge, encumber, or otherwise dispose of this Lease or any rights or obligations thereunder; (b) sublease any of the Equipment; (c) create or incur, or permit to exist, any lien or encumbrance with respect to any of the Equipment, or any part thereof; (d) move any of the Equipment from the location at which it is first installed; or (e) permit any of the Equipment to be moved outside the continental limits of the United States.

3.9 ALTERATIONS AND MODIFICATIONS. Lessee shall not make any additions, attachments, alterations or improvements to the Equipment (including, without limitation, the use of (i) any medical accessories and/or (ii) the Equipment in conjunction with any other device not specifically authorized by the Operations Manual) without the prior written consent of Lessor. Any addition, attachment, alteration or improvement to any item of Equipment shall belong to and become the property of Lessor unless, at the request of Lessor, it is removed prior to the return of such item of Equipment by Lessee. Lessee shall be responsible for all costs relating to such removal and shall restore such item of Equipment to its operating condition that existed at the time it became subject to the applicable Lease.

3.10 EQUIPMENT TO BE PERSONAL PROPERTY. Lessee acknowledges and represents that the Equipment shall be and remain personal property, notwithstanding the manner in which it may be attached or affixed to realty, and Lessee shall do all acts and enter into all agreements necessary to ensure that the Equipment remains personal property.

3.11 LESSEE REPRESENTATIONS. Lessee hereby represents that, with respect to this Agreement and each Lease: (a) the execution, delivery and performance thereof by Lessee have been duly authorized by all necessary corporate action; (b) the individual executing such document is duly authorized to do so; and (c) such document constitutes a legal, valid and binding obligations of Lessee, enforceable in accordance with its terms.

IV. DEFAULT AND REMEDIES

4.1 EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "Event of Default" hereunder: (a) Lessee shall fail to pay any Rent or other payment due hereunder within five (5) days after it becomes due and payable; (b) any representation or warranty of Lessee made in this Agreement, any Lease, or in any document furnished pursuant to the provisions of this Agreement or otherwise, shall prove to have been false or misleading in any material respect as of the date when it was made; (c) Lessee shall fail to perform any covenant, condition or agreement made by it under any Lease, and such failure shall continue for twenty (20) days after its receipt of notice thereof; (d) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings shall be instituted by or against Lessee or all or any part of its property under the Federal Bankruptcy Code or other law of the United States or of any other competent jurisdiction, and, if such proceeding is brought against Lessee, it shall consent thereto or shall fail to cause the same to be discharged within thirty (30) days after it is filed; or (e) Lessee shall default under any agreement with respect to the purchase or installation of any of the Equipment.

4.2 REMEDIES. If an Event of Default hereunder shall occur and be continuing, Lessor may exercise any one or more of the following remedies: (a) terminate any or all of the Leases and Lessee's rights thereunder; (b) proceed, by appropriate court action or actions, to enforce performance by Lessee of the applicable covenants of any or all of the Leases or to recover damages for the breach thereof; (c) recover from Lessee an amount equal to the sum of all accrued and unpaid Rent and other amounts due under any or all of the Leases; (d) personally, or by its agents, take immediate possession of any or all of the Equipment from Lessee and, for such purpose, enter upon Lessee's premises where any of the Equipment is located with or with notice or process of law and free from all claims by Lessee; and (e) require the Lessee to assemble the Equipment and deliver the Equipment to Lessor at a location which is reasonably convenient to Lessor and Lessee. The exercise of any of the foregoing remedies by Lessor shall not constitute a termination of any Lease or this Agreement unless Lessor so notifies Lessee in writing, however, the exercise of these remedies is intended to make the Lessor whole, and shall not be applied in a manner that would exceed Lessor's receiving the benefit of the bargain.

4.3 EVENTS OF DEFAULT BY LESSOR. If Lessor fails to repair or service an item of Equipment pursuant to Section 2.1 within 5 days of notice by Lessee of the need for repair or service, Lessee may withhold the portion of the rent payment attributable to that item of Equipment until such time as the item is returned to Lessee in good working order, at which time, rent payments will resume. Alternatively, Lessee may terminate this Lease as to that item of Equipment, and shall owe no further rent as to that item of Equipment as of the date Lessee provided notice of the need for repair or service.

V. MISCELLANEOUS

5.1 RIGHT AND REMEDIES. Each and every right and remedy granted to a party under any Lease shall be cumulative and in addition to any other right or remedy therein specifically granted to nor or hereafter existing in equity, at law, by virtue of statute or otherwise, and may be exercised by that party from time to time concurrently or independently and as often as the party may deem expedient. Any failure or delay on the part of a party in exercising any such right or remedy, or abandonment or discontinuance of steps to enforce the same, shall not operate as a waiver thereof or affect that party's right thereafter to exercising the same. Waiver of any right or remedy on one occasion shall not be deemed to be a waiver of any other right or remedy or of the same right or remedy on any other occasion.

5.2 NOTICES. Any notice, request, demand, consent, approval or other communication provided for or permitted hereunder shall be in writing and shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at its address as set forth above (or at such other addresses such party shall specify to the other party in writing), or if sent by regular first class mail, on the third day after the day on which it is mailed, postage prepaid, addressed to such party.

5.3 SECTION HEADINGS; COUNTERPARTS. Section headings are inserted for convenience of reference only and shall not affect any construction or interpretation of this Agreement. This Agreement and each Lease may be executed in counterparts, and when so executed each counterpart shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

5.4 ENTIRE LEASE. This Agreement and each Lease constitute the entire agreement between Lessor and Lessee with respect to the lease of the Equipment. No amendment of, or any consent with respect to, any provision of this Agreement or any Lease shall bind either party unless set forth in a writing, specifying such waiver, consent, or amendment, signed by both parties. The Director of the Metropolitan Health District shall be the party with authority to sign on behalf of the City. However, any amendments that would increase the rent owed by Lessee shall require approval of the San Antonio City Council, as evidenced by passage of an ordinance therefor.

5.5 SEVERABILITY. Should any provision of this Agreement or any Lease be or become invalid, illegal, or unenforceable under applicable law, the other provisions of this Agreement and such Lease shall not be affected and shall remain in full force and effect.

5.6 GOVERNING LAW AND JURISDICTION. THIS LEASE SHALL BE GOVERNED IN ALL RESPECTS BY THE LAWS OF THE STATE OF TEXAS WITH RESPECT TO AGREEMENTS ENTERED INTO, AND TO BE PERFORMED, ENTIRELY IN TEXAS. VENUE FOR ANY LEGAL PROCEEDINGS SHALL BE IN BEXAR COUNTY, TEXAS.

5.7 SURVIVAL. All obligations of Lessee to make payments to Lessor under any Lease, and all rights of Lessor hereunder with respect to a Lease, shall survive the termination of such Lease.

LESSEE, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES THAT IT HAS READ THIS LEASE, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

LESSOR:
Omron Colin Medical Corporation
5850 Farinon Drive
San Antonio, TX 78249

LESSEE:
City of San Antonio

By: *Helen A. Reetz*
Name: *Helen A. Reetz*
Title: *Secretary*

By: *Fernando A. Guerra*
Name: Fernando A. Guerra, MD, MPH
Title: Director of Health

APPROVED AS TO FORM:

for *L. O'Connor*
City Attorney
Michael D. Bernard

List of Schedules

- Schedule I – Equipment
- Schedule II – Terms

ATTEST:
Leticia M. Vacek
Leticia M. Vacek, City Clerk
Date: *6/22/07*



SCHEDULE I

VP-1000

LEASE AGREEMENT

Equipment:

The LESSEE shall lease three of the machines described below:

Model Number VP 1000 Vascular Screening Device

Identification Numbers	Serial # 000023
	Serial # 000024
	Serial # 000025

SCHEDULE II

VP-1000

LEASE AGREEMENT

Commencement Date: January 1, 2007

Termination Date: December 31, 2007

Original Term: One (1) Year

Extended Terms: Automatic One Year Extension Unless Either Party Gives the Other Party Written Notice at Least Thirty (30) Days Prior to Expiration of the Original Term or Extended Term of its Intent Not to Extend, subject to the limitations contained in Section 1.2 of the Lease.

Rent: \$500 per Month per Unit Leased, for a Total of \$1,500 per Month for the Lease of Three Units Payable to Lessor within Fifteen (15) Days After the End of the Last Day of Each Month. Notwithstanding the forgoing, the first payment shall be due on the 15th day of the month following San Antonio City Council approval of the Lease, and shall be cumulative of all payments for each month of the Lease prior to said City Council approval. Thereafter, regular monthly payments shall resume.



CMS or Ordinance Number: OR00000200706070654

TSLGRS File Code: 1000-05

Document Title:
ORD - Annual Contract Vacular Screening Device

Ordinance Date:

7/10/2007



CMS or Ordinance Number: OR00000200706070654

TSLGRS File Code: 1000-05

Document Title:
ORD - A1204-07 LIBRARY ITEM BARCODE LABELS

Ordinance Date:
6/7/2007



CMS or Ordinance Number: CN4600005914

TSLGRS File Code:1000-25

Document Title:
CONT - A1204-07 LIBRARY ITEM BARCODE LABELS

Commencement Date:
6/13/2007

Expiration Date:
3/31/2009

CITY OF SAN ANTONIO PURCHASING DEPARTMENT

Issued By: DM
BID NO.: A1204-07-DM

Date Issued: April 11, 2007
Page 1 of 15

ORIGINAL

FORMAL INVITATION FOR BIDS
ANNUAL CONTRACT FOR LIBRARY ITEM BARCODE LABELS

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time April 30, 2007.

The City of San Antonio Purchasing Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the City Hall Annex, 131 W. Nueva, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%
AABE Goal: 3% SBE Goal: 50%

This invitation includes the following:

- Invitation for Bids
- Terms and Conditions of Invitation for Bids
- Specifications and General Requirements
- Price Schedule

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

Signer's Name: Howard Hecht Firm Name: CompuType
(Please Print or Type)

Howard Hecht

Address: 2285 W. County Road C

Signature of Person Authorized to Sign Bid City, State, Zip Code: ST Paul MN 55113

Email Address: howard.hecht @ Telephone No.: 800-328-0852
CompuType . Com

Fax No.: 651-633-7122

Please complete the following:

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

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

Non-minority Hispanic African-American Other Minority (specify) _____

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

Indicate Status: Partnership Corporation Sole Proprietorship Other (specify) _____

Tax Identification Number: 411249729

FOR CITY USE ONLY

AWARD

Items Accepted: _____ Ordinance No: _____ Date: _____ Amount: _____

Approved: _____

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS**READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders (hereinafter “bidders”, “vendors” or “contractors”) are required to submit their bids upon the following expressed conditions:

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

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an “all or none” basis must include a price quote for all units or line items. In an “All or None” bid, a unit price left blank shall be tabulated as a “zero”, and shall be deemed to be offered at no cost to the City.

- (c) Alternate bids may be allowed at the sole discretion of the City.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an “All or None” basis or a “Best Value Item” basis. An “All or None” basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

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

TERMS AND CONDITIONS OF INVITATION FOR BIDS**READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders (hereinafter “bidders”, “vendors” or “contractors”) are required to submit their bids upon the following expressed conditions:

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

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- (c) Alternate bids may be allowed at the sole discretion of the City.

11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION

TERMINATION-BREACH:

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

TERMINATION-NOTICE:

- (b) The City shall be required to give the vendor notice **ten** days prior to the date of cancellation of the contract.

TERMINATION-FUNDING:

- (c) 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.

14. DELIVERY OF GOODS/SERVICES

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

15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Administrative Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Administrative Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

17. BID RESULT REQUEST

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

18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

19. INDEMNITY

- a) **CONTRACTOR** covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, and representatives of the **CITY**, individually or 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 injury or death and property damage, made upon the **CITY**, directly or indirectly arising out of resulting from or related to **CONTRACTOR'S** activities under this **CONTRACT**, including any acts or omissions of **CONTRACTOR**, any agent, officer, director, representative, employee, consultant or subcontractor of **CONTRACTOR**, and their respective officers, agents, employees, directors and representatives while in the exercise or performance of the rights or duties under this **CONTRACT**, all

without, however, waiving any governmental immunity available to the **CITY** under Texas Law and without waiving any defenses of the parties under Texas Law. The provisions of this **INDEMNIFICATION** 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. **CONTRACTOR** shall promptly advise the **CITY** in writing of any claim or demand against the **CITY** or **CONTRACTOR** known to **CONTRACTOR** related to or arising out of **CONTRACTOR'S** activities under this **CONTRACT** and shall see to the investigation and defense of such claim or demand at **CONTRACTOR'S** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **CONTRACTOR** of any of its obligations under this paragraph.

- (b) It is the **EXPRESS INTENT** of the parties to this contract, that the **INDEMNITY** provided for in this section, is an **INDEMNITY** extended by **CONTRACTOR** to **INDEMNIFY, PROTECT** and **HOLD HARMLESS** the **CITY** from consequences of the **CITY'S OWN NEGLIGENCE**, provided however, that the **INDEMNITY** provided for in this section **SHALL APPLY** only when the **NEGLIGENT ACT** of the **CITY** is a **CONTRIBUTORY CAUSE** of the resultant injury, death, or damage, and shall have no application when the negligent act of the **CITY** is the sole cause of the resultant injury, death, or damage. **CONTRACTOR** further **AGREES TO DEFEND, AT ITS OWN EXPENSE** and **ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY**, any claim or litigation brought against the **CITY** and its elected officials, employees, officers, directors and representatives, in connection with any such injury, death, or damage for which this **INDEMNITY** shall apply, as set forth above.

20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate meeting the requirements set forth in these specifications **will be submitted within 10 days upon request**. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid

21. ACCEPTANCE BY CITY

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

22. WARRANTY

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

23. CHANGE ORDERS

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

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Administrative Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, 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. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Administrative Services Department at (210) 207-7260.

SPECIFICATIONS AND GENERAL REQUIREMENTS

PERIOD OF CONTRACT: Contract shall be for the period beginning upon award by San Antonio City Council and terminating March 31, 2008.

The City of San Antonio reserves the right to extend the contract period for two (2) additional one (1) year options based on the initial bid submitted, upon mutual consent of City of San Antonio and the contractor.

SCOPE: The City of San Antonio is soliciting bids to furnish the San Antonio Public Library with self adhesive barcode labels. Library staff will utilize these barcode labels to identify library books, magazines, and media enabling them to track all items that are checked in and out of the Library.

STANDARD REQUIREMENTS:

1. Prospective bidders must prove beyond any doubt to the City Purchasing Manager that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.
3. The Annual Contract shall include the following terms and conditions:
 - a. An Annual Contract purchase order will not be issued for each City agency authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.
 - b. All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check. (Paragraph 11b on the Terms and Conditions of Invitations for Bids is hereby deleted.)
 - c. Bidders' facilities and equipment will be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.
4. Price must remain firm for the duration of the contract period.
5. The City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.

SPECIFIC REQUIREMENTS:

ITEM 1: DIGITAL IMAGED BARCODE LABEL:

1. Digital Label roll of 1000 count, Size: 1.95 X .95 Digital label; NO EXCEPTION.
2. 4 Mil Archival Paper
3. 2 Mil Acrylic Adhesive
4. 1 Mil Matte Laminate
5. Barcode labels must be in a duplicate form, with the top being the full barcode and the bottom being the eye readable barcode number strip.
6. Beginning and ending barcode number to be maintained by vendor and provided upon request.

GENERAL REQUIREMENTS:

1. Vendor must submit sample of barcode labels with bid. Failure to submit sample may result in rejection of bid.
2. Barcode labels will be purchased on an as needed basis for the duration of the contract.
3. Barcode labels should be delivered no later than 2 weeks from the date the order was placed.
4. All deliveries are to directly to the Central Library at:

Central Library
600 Soledad
Supply Department/ Basement
San Antonio, TX 78205

4. The Central Library Dock height is 13'3"

PRICE SCHEDULE

<u>ITEM</u>	<u>ESTIMATED QUANTITY</u>	<u>DESCRIPTION</u>
1.	350 rolls of 1000	Digital Image Label
Manufacturer & Material No.	<u>PART # 1019729</u>	
Price per roll:	<u>\$ 26.62/Roll</u>	
Total Price:	<u>\$ 9,317.00</u>	

Statement:

“Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us <<http://www.ethics.state.tx.us>>. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.”

SPECIFICATIONS AND GENERAL REQUIREMENTS

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "ANNUAL CONTRACT FOR LIBRARY BARCODE LABELS"
BIDS TO BE OPENED: 2:00 P.M., APRIL 30, 2007
BID NO. A1204-07-DM

REMARKS:

Computype is the current supplier for these labels.
I have supplied a copy of the proof we use for this job.
This will give the scan test needed for verification.
I have also added "set up" labels from one of
your jobs we ran. This is in case you need to do
a "stick" test.

Please let me know if you need anything else.

Thanks

Howard Hecht

Howard Hecht

Regional Sales Manager
972-222-5394
howard.hecht@computype.com

1609 Creek Valley Road
Mesquite, Texas
75181-1547

- Mobile 612-845-6044
- Fax 972-222-5962
- www.computype.com



Computype
You can count on it™



**City of San Antonio
Administrative Services Department
Purchasing Division**

Formal Tabulations and Awards by Solicitation Number

The Purchasing Division will post preliminary tabulations within seven (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 by the City Clerk's Office 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. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the San Antonio City Council. The San Antonio City Council makes the final determination regarding award of contracts where the expenditure is over \$25,000.

The Purchasing Division does not notify bidders as to the outcome of bids. If you are awarded a contract, the Purchasing Division will inform you of the award. In order to determine the status of your bid, you are encouraged to check the City's website at www.sanantonio.gov and view link for the City Council agenda. City Council meeting agendas are posted every Monday morning for regularly scheduled meetings held on the following Thursday. Review the agenda to see whether your bid will be considered at the Thursday meeting. Final bid tabulations indicate the recommendation that is being made by the Purchasing Division, and may be obtained by viewing the City's e-agenda, or requesting them from the City Clerk's office, once the item has been posted on the agenda.