

AN ORDINANCE 2013-06-20-0426

ACCEPTING THE OFFER FROM INVENSYS OPERATIONS MANAGEMENT FOR THE DEPARTMENT OF PUBLIC WORKS TO UPGRADE AND PROVIDE MAINTENANCE TO THE EXISTING COMMUNICATIONS SYSTEM AT THE SAN ANTONIO TUNNEL SYSTEM, SAN PEDRO TUNNEL SYSTEM, OLMOS DAM AND THE MARINA FACILITY FOR A TOTAL COST OF \$808,104.00, WITH FUNDING AVAILABLE FROM THE STORM WATER OPERATING FUND AND INCLUDED IN THE FY 2013 – FY 2018 CAPITAL BUDGET.

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WHEREAS, The City of San Antonio's Public Works Department's Automated Flood Gate Control software system at the San Antonio Tunnel System, San Pedro Tunnel System, Olmos Dam and the Marina Facility has become obsolete and is no longer supported by Invensys due to the age of the system; and

WHEREAS, Invensys Operations Management is the sole source provider for the proprietary software upgrade necessary to continue automated control of the existing system; **NOW THEREFORE**,

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

SECTION 1. A contract with Invensys Operations Management to provide the City of San Antonio Public Works Department with software upgrades and maintenance to the existing communications system at the San Antonio Tunnel System, San Pedro Tunnel System, Olmos Dam and the Marina Facility, for a total cost of \$808,104.00, is hereby approved. A copy of the Contract, Bid Tab and Certificate of Exemption is attached hereto and is incorporated by reference as **Attachment 1**.

SECTION 2. Payment In The Amount Of \$688,930.00, Fund 43099000, Certificates Of Obligation Capital Project, SAP Project Definition 23-01106, Flood Control Communications Upgrade, is authorized to be encumbered and made payable to Invensys Operations Management, for Department of Public Works to upgrade and provide maintenance to the existing communications system.

SECTION 3. Future payments not-to-exceed the contract amount of \$119,174.00, for maintenance services on the communications system, are contingent upon approval of the Fiscal Year 2014, Fiscal Year 2015 and Fiscal Year 2016 Budgets in Fund 29070000, Storm Water Operating Fund. Payment is limited to the amounts budgeted in the Storm Water Operating Fund. All expenditures will comply with approved operating budgets for current and future fiscal years.

JK
06/20/13
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SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

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

PASSED and APPROVED this 20th day of June, 2013.


M A Y O R
Julián Castro

ATTEST:

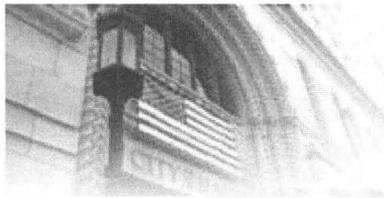


Leticia M. Vacek, City Clerk

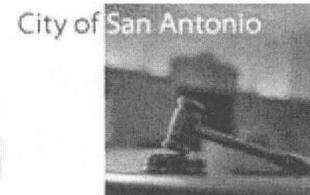
APPROVED AS TO FORM:

B7: 

Michael D. Bernard, City Attorney



Request for
**COUNCIL
ACTION**



Agenda Voting Results - 5

Name:	5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, 20A, 20B, 21A, 21B, 22A, 22B, 25, 26, 27, 28A, 28B, 30, 31, 32, 33, 34B, 36, 37, 38, 39, 40, 41, 42, 44, 46A, 46B, 47A, 47B, 48B, 49A, 49B, 49C						
Date:	06/20/2013						
Time:	11:16:24 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance accepting the offer from Invensys Operations Management for the Department of Public Works to upgrade and provide maintenance to the existing Automated Flood Monitoring System at the San Antonio Tunnel System, San Pedro Tunnel System, Olmos Dam and the Marina facility for a total cost of \$808,104.00, with funding available from the FY 2013 Storm Water Operating Fund and included in the FY 2013 – FY 2018 Capital Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Elisa Chan	District 9		x				
Carlton Soules	District 10		x				

City of San Antonio Bid Tabulation

Opened: April 5, 2013 Public Works San Antonio River Walk – Storm Water DCS ADVANTAGE Upgrade Project For: Invensys Proposal No.: FPC-0310-08456 (Revision 5), Dated February 28, 2013 I/A Series System Advantage Upgrade & Equipment		IM Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446	
6100002810			
Item	Description	Estimated Annual Quantity	
	<u>Portable I/A Series Letterbug Configuration Terminal</u>		
1.00	Letterbug Config. SW w/Mini-Notebook & IR Cable P0928FN Price Per Unit Total Cost	1	 \$516.00 \$516.00
	<u>Portable I/A Series System Floppy Drive</u>	1	
2.00	USB External Floppy Drive for P90/91/92 P0924SJ Price Per Unit Total Cost		 \$60.00 \$60.00
2.01	10 Ft USB Extension Cable P0972RJ Price Per Unit Total Cost	1	 \$12.00 \$12.00
	<u>Standard I/A Series Project Documentation</u>		
3.00	I/A Series V8.x Complete Paper Documentation Set B0700AA Price Per Unit Total Cost	1	 \$842.76 \$842.76
3.01	Mesh Configuration Tool & Switch/Network Documents K0173ZU Price Per Unit Total Cost	1	 \$54.39 \$54.39
3.02	I/A Series V8.x Document CD For Windows pdf K0173WT Price Per Unit Total Cost	1	 \$43.70 \$43.70
3.03	AIM*Historian Documentation Q0301RE Price Per Unit Total Cost	1	 \$57.71 \$57.71
3.04	I/A Series Report Package Documentation Q0301RG Price Per Unit Total Cost	1	 \$51.10 \$51.10
	<u>Standard I/A Series and Foxboro-PAC Project Software Licenses and Media</u>		
4.00	V8.x Windows 7 & Windows Server 2008 CD Media Kit K0201GA Price Per Unit Total Cost	1	 \$153.39 \$153.39
4.01	FoxDraw V10.x For Win7/S2008 Media Kit K0201GE Price Per Unit Total Cost	1	 \$81.43 \$81.43
4.02	AIM*Historian SW Lic (200 Points) Q0301AN Price Per Unit Total Cost	1	 \$1,497.61 \$1,497.61
4.03	FoxPage for Windows Software Q0301JH Price Per Unit Total Cost	1	 \$9,265.00 \$9,265.00
4.04	Media: MODBUS Driver For FDSI K0173XC Price Per Unit Total Cost	1	 \$47.37 \$47.37

ATTACHMENT I

City of San Antonio Bid Tabulation

Opened: April 5, 2013 Public Works San Antonio River Walk – Storm Water DCS ADVANTAGE Upgrade Project For: Invensys Proposal No.: FPC-0310-08456 (Revision 5), Dated February 28, 2013 I/A Series System Advantage Upgrade & Equipment		IM Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446	
6100002810			
Item	Description	Estimated Annual Quantity	
4.05	Foxboro A ² Operations Server Software OPSS1F-D0CE4000	1	
	Price Per Unit		\$2,669.00
	Total Cost		\$2,669.00
4.06	MS Windows 2008 Remote Desktop Services CAL,5 Pack J0201FP	1	
	Price Per Unit		\$427.18
	Total Cost		\$427.18
5.00	Advantage Upgrade To I/A Series Report Package Q0301YS	1	
	Price Per Unit		\$0.01
	Total Cost		\$0.01
5.01	I/A Series Report Package Q0301RA	1	
	Price Per Unit		\$5,760.85
	Total Cost		\$5,760.85
6.00	MS-OFFICE 2010 Excel	1	
	Price Per Unit		\$630.00
	Total Cost		\$630.00
	<u>San Antonio River Inlet Control Area Location</u> <u>Fiber Optic Patch Panel</u>		
7.00	Fiber Termination Enclosure JPM4001A/JPM410A-R2(1)	1	
	Price Per Unit		\$525.00
	Total Cost		\$525.00
	<u>Portable Backup and Restore Hard Drive</u>		
8.00	2 TB External USB Backup Hard Drive P0928GG	1	
	Price Per Unit		\$334.29
	Total Cost		\$334.29
8.01	10 Ft USB Extension Cable P0972RJ	1	
	Price Per Unit		\$12.00
	Total Cost		\$12.00
	<u>MESH Control Network "EDGE" Ethernet Switches</u>		
9.00	24-Port Fiber Managed Switch P0973JN P0998DZ	2	
	Price Per Unit		\$2,968.54
	Total Cost		\$5,937.08
9.01	MGBIC: 1000Base-LX, MMF/SMF, LC, Use w/P0972WR/YK P0972WU	4	
	Price Per Unit		\$307.99
	Total Cost		\$1,231.96
10.00	SMF LC-LC Cable, 30 Meter EFN310-030M-LCLC	4	
	Price Per Unit		\$189.00
	Total Cost		\$756.00
	<u>Control Area Upgraded HMI Equipment</u>		
11.00	Model H92 Workstation For Windows 12 H926046B078E	1	
	Price Per Unit		\$1,755.12
	Total Cost		\$1,755.12
11.01	I/A Series Windows W'kstation SW Lic (Certificate) S10B13220004 P0973CA	1	
	Price Per Unit		\$5,639.90
	Total Cost		\$5,639.90

City of San Antonio Bid Tabulation

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6100002810		Estimated Annual Quantity	
Item	Description		
11.02	I/A Series Monitor P77B70F3N020 Price Per Unit Total Cost	2	\$681.04 \$1,362.08
11.03	Fiber Optic Multimode Cable, MT-RJ/MT-RJ, 15 m P0972KW Price Per Unit Total Cost	2	\$58.13 \$116.26
	<u>Control Area Upgraded and Expanded Control Equipment</u>		
12.00	Power Supply, FPS 400-24 P0922YU Price Per Unit Total Cost	2	\$327.46 \$654.92
12.01	110/240V FPS Power Cable, 4 Ft P0926TM Price Per Unit Total Cost	2	23.46 46.92
12.02	Power Connection Kit For FPS 400-24 P0926DZ Price Per Unit Total Cost	2	32.63 65.26
13.00	4-Slot Vertical FCP270/Expansion Baseplate P0973CN Price Per Unit Total Cost	1	\$266.55 \$266.55
13.01	Fieldbus Baseplate Terminator P0916RB Price Per Unit Total Cost	3	\$18.68 \$56.04
13.02	Splitter/Terminator 268Kbps Fieldbus P0926LC P0926CD Price Per Unit Total Cost	2	\$52.28 \$104.56
13.03	Termination Cable Assembly P0903VY Price Per Unit Total Cost	2	\$98.40 \$196.80
13.04	Power Supply Output Cable -121 cm (48 in) P0926KM Price Per Unit Total Cost	2	\$32.01 \$64.02
14.00	Advantage Upgrade from older CPs to CP270 P27000101030 Price Per Unit Total Cost	2	\$0.01 \$0.02
14.01	FCP270 Control Processor P0917YZ Price Per Unit Total Cost	2	\$3,253.70 \$6,507.40
15.00	I/A Series Function Block SW Lic (Certificate) S61C1021100C Price Per Unit Total Cost	1	\$1,916.86 \$1,916.86
15.01	0.25 m LC-LC Fiber Optic Jumper Cable, Gray P0973BU Price Per Unit Total Cost	2	\$39.45 \$78.90
15.02	0.25 m LC-LC Fiber Optic Jumper Cable, Orange P0972ZQ P0972ZQ Price Per Unit Total Cost	2	\$39.46 \$78.92

City of San Antonio Bid Tabulation

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6100002810		IM	Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446
Item	Description	Estimated Annual Quantity	
15.03	Splitter / Combiner Kit (With 2 Modules) P0926MX Price Per Unit Total Cost	1	\$490.72 \$490.72
15.04	3 m, MMF, Fiber, MT-RJ To LC Adapter Cable P0972TR Price Per Unit Total Cost	2	\$35.32 \$70.64
16.00	FEM100 Module P0973CA P0998DW Price Per Unit Total Cost	2	\$298.53 \$597.06
17.00	2 FCM Slots Vert. Baseplate, Time Strobe P0926KH Price Per Unit Total Cost	1	\$153.62 \$153.62
17.01	Fieldbus Baseplate Terminator P0916RB Price Per Unit Total Cost	1	\$18.68 \$18.68
17.02	2 Mbps Base To Base Cable 0.5m P0917JJ Price Per Unit Total Cost	1	\$28.51 \$28.51
17.03	Power Supply Output Cable -121 cm (48 in) P0926KM Price Per Unit Total Cost	2	\$32.01 \$64.02
18.00	FBM230, Four Serial Ports, Single P0926GU Price Per Unit Total Cost	1	\$1,866.13 \$1,866.13
18.01	I/A Series Function Block SW Lic (Certificate) S61C10214000 Price Per Unit Total Cost	1	\$315.27 \$315.27
18.02	FBM224 / FBM230 / FBM231 Compression PolyAmide TA P0926GH Price Per Unit Total Cost	1	\$271.93 \$271.93
18.03	FBM2xx Type 5 Hypalon Termination Cable, 1 Meter P0926GJ Price Per Unit Total Cost	1	\$65.27 \$65.27
	<u>Olmos Dam Control Area Location</u> <u>Olmos Dam Upgraded RTU Equipment</u>		
19.00	Redundant capable processors, BASE & I/O 2750-RA2N1A1EEEE6668AAAAA Price Per Unit Total Cost	1	\$8,413.02 \$8,413.02
20.00	Foxboro A² Power Supply 2500PF-2EF00000 Price Per Unit Total Cost	2	\$222.23 \$444.46
21.00	1000VA UPS Rack SMT10000RM2U Price Per Unit Total Cost	1	\$840.00 \$840.00

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6100002810		IM	Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446
Item	Description	Estimated Annual Quantity	
<u>San Pedro Creek Control Area Location</u> <u>San Pedro Creek Upgraded RTU Equipment</u>			
22.00	Redundant capable processors, BASE & I/O 2750-RA2N1A1EE66688AAAAA Price Per Unit Total Cost	1	\$8,476.18 \$8,476.18
23.00	Foxboro A ² Power Supply 2500PF-2EF00000 Price Per Unit Total Cost	2	\$222.23 \$444.46
24.00	1000VA UPS, Rack SMT10000RM2U Price Per Unit Total Cost	1	\$840.00 \$840.00
<u>San Antonio River Marina Control Area Location</u> <u>Fiber Optic Patch Panel</u>			
25.00	Fiber Termination Enclosure JPM4001A/JPM410A-R2(1) Price Per Unit Total Cost	1	\$525.00 \$525.00
26.00	2 TB External USB Backup Hard Drive P0928GG Price Per Unit Total Cost	1	\$334.29 \$334.29
26.01	10 Ft USB Extension Cable P0972RJ Price Per Unit Total Cost	1	\$12.00 \$12.00
27.00	24-Port Fiber Managed Switch P0973JN Price Per Unit Total Cost	2	\$2,968.54 \$5,937.08
27.01	MGBIC: 1000Base-LX, MMF/SMF, LC, Use w/P0972WR/YK P0972WU Price Per Unit Total Cost	4	\$307.99 \$1,231.96
28.00	SMF LC-LC Cable, 30 Meter EFN310-030M-LCLC Price Per Unit Total Cost	4	\$189.00 \$756.00
29.00	Model H92 Workstation For Windows 12 H926046B078E Price Per Unit Total Cost	1	\$1,755.12 \$1,755.12
29.01	I/A Series Windows W'kstation SW Lic (Certificate) S10B13220004 Price Per Unit Total Cost	1	\$5,639.90 \$5,639.90
29.02	I/A Series Monitor P77B70F3N020 Price Per Unit Total Cost	2	\$681.04 \$1,362.08
<u>MESH Control Network "EDGE" Ethernet Switches</u>			
29.03	Fiber Optic Multimode Cable, MT-RJ/MT-RJ, 15 m P0972KW Price Per Unit Total Cost	2	\$58.13 \$116.26
<u>Control Area Upgraded and Expanded Control Equipment</u>			
30.00	Power Supply, FPS 400-24 P0922YU Price Per Unit Total Cost	2	\$327.46 \$654.92

City of San Antonio Bid Tabulation

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6100002810			
Item	Description	Estimated Annual Quantity	
30.01	110/240V FPS Power Cable, 4 Ft P0926TM Price Per Unit Total Cost	2	\$23.46 \$46.92
30.02	Power Connection Kit For FPS 400-24 P0926DZ Price Per Unit Total Cost	2	\$32.63 \$65.26
31.00	2 FCP Slots Vert. Baseplate, Time Strobe P0926HW Price Per Unit Total Cost	1	\$145.09 \$145.09
31.01	Fieldbus Baseplate Terminator P0916RB Price Per Unit Total Cost	3	\$18.68 \$56.04
31.02	Splitter/Terminator 268Kbps Fieldbus P0926LC Price Per Unit Total Cost	2	\$52.28 \$104.56
31.03	Termination Cable Assembly P0903VY Price Per Unit Total Cost	2	\$98.40 \$196.80
31.04	Power Supply Output Cable -121 cm (48 in) P0926KM Price Per Unit Total Cost	2	\$32.01 \$64.02
32.00	Advantage Upgrade from older CPs to CP270 P27000101030 Price Per Unit Total Cost	2	\$0.01 \$0.02
32.01	FCP270 Control Processor P0917YZ Price Per Unit Total Cost	2	\$3,253.70 \$6,507.40
33.00	I/A Series Function Block SW Lic (Certificate) S61C1021100C Price Per Unit Total Cost	1	\$1,916.86 \$1,916.86
33.01	0.25 m LC-LC Fiber Optic Jumper Cable, Gray P0973BU Price Per Unit Total Cost	2	\$39.45 \$78.90
33.02	0.25 m LC-LC Fiber Optic Jumper Cable, Orange P0972ZQ Price Per Unit Total Cost	2	\$39.46 \$78.92
33.03	Splitter / Combiner Kit (With 2 Modules) P0926MX Price Per Unit Total Cost	1	\$490.72 \$490.72
33.04	3 m, MMF, Fiber, MT-RJ To LC Adapter Cable P0972TR Price Per Unit Total Cost	2	\$35.32 \$70.64
	<u>San Antonio River Outlet Control Area Location</u> <u>Server Enclosure</u>		
34.00	Freestanding Server Enclosure, 24U EC24U2442SMDSMNK Price Per Unit Total Cost	1	\$2,380.00 \$2,380.00

City of San Antonio Bid Tabulation

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6100002810			
Item	Description	Estimated Annual Quantity	
35.00	Server Enclosure Ancillary Equip Server Enclosure Ancillary Price Per Unit Total Cost	1	\$8,162.00 \$8,162.00
	<u>Fiber Optic Patch Panel</u>		
36.00	Fiber Termination Enclosure JPM4001A/JPM410A-R2(3) Price Per Unit Total Cost	1	\$665.00 \$665.00
	<u>Portable Backup and Restore Hard Drive</u>		
37.00	2 TB External USB Backup Hard Drive P0928GG Price Per Unit Total Cost	1	\$334.29 \$334.29
37.01	10 Ft USB Extension Cable P0972RJ Price Per Unit Total Cost	1	\$12.00 \$12.00
	<u>MESH Control Network "CORE" Ethernet Switches</u>		
38.00	C5 Switch -26 SFP Port Uplink Switch P0973KJ Price Per Unit Total Cost	2	\$4,701.80 \$9,403.60
38.01	MBGIC Module w/1000Base-T Port With RJ-45 P0972YL Price Per Unit Total Cost	4	\$122.27 \$489.08
38.02	MGBIC: 1000Base-LX, MMF/SMF, LC, Use w/P0972WR/YK P0972WU Price Per Unit Total Cost	12	\$307.99 \$3,695.88
38.03	10 Ft (3 m) CAT 5, 10/100BaseT Shielded Cable P0971XK Price Per Unit Total Cost	2	\$12.50 \$25.00
	<u>MESH Control Network "EDGE" Ethernet Switches</u>		
39.00	24-Port Fiber Managed Switch P0973JN Price Per Unit Total Cost	2	\$2,968.54 \$5,937.08
39.01	MGBIC: 1000Base-LX, MMF/SMF, LC, Use w/P0972WR/YK P0972WU Price Per Unit Total Cost	4	\$307.99 \$1,231.96
40.00	SMF LC-LC Cable, 30 Meter EFN310-030M-LCLC Price Per Unit Total Cost	12	\$189.00 \$2,268.00
	<u>Control Area Upgraded HMI (EWS) Equipment</u>		
41.00	Workstation Server Model H90 For Windows® H90J9CA0418H Price Per Unit Total Cost	1	\$6,136.00 \$6,136.00
41.01	I/A Series Windows W'kstation SW Lic (Certificate) S10D13222314 Price Per Unit Total Cost	1	\$10,151.80 \$10,151.80
41.02	I/A Series Monitor P77B70F3N020 Price Per Unit Total Cost	2	\$681.04 \$1,362.08

City of San Antonio Bid Tabulation

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6100002810			
Item	Description	Estimated Annual Quantity	
41.03	15 Ft DVI-D Digital Video Cable P0972VT Price Per Unit Total Cost	2	\$32.21 \$64.42
41.04	10 Ft USB Extension Cable P0972RJ Price Per Unit Total Cost	2	\$12.00 \$24.00
41.05	Fiber Optic Multimode Cable, MT-RJ/MT-RJ, 3 m P0972KV Price Per Unit Total Cost	2	\$42.47 \$84.94
	<u>Control Area Printer</u>		
42.00	HP Color LaserJet Printer HP 5225n Printer Price Per Unit Total Cost	1	\$4,200.00 \$4,200.00
42.01	CAT5e Plenum Cable, 25Ft EYN848MS0025 Price Per Unit Total Cost	1	\$35.00 \$35.00
	<u>Control Area Upgraded HMI Equipment</u>		
43.00	Model H92 Workstation For Windows H926046B078E Price Per Unit Total Cost	1	\$1,755.12 \$1,755.12
43.01	I/A Series Windows W'kstation SW Lic (Certificate) S10B13210004 Price Per Unit Total Cost	1	\$4,963.95 \$4,963.95
43.02	I/A Series Monitor P77B70F3N020 Price Per Unit Total Cost	1	\$681.04 \$681.04
43.03	Fiber Optic Multimode Cable, MT-RJ/MT-RJ, 15 m P0972KW Price Per Unit Total Cost	2	\$58.13 \$116.26
44.00	Power Supply, FPS 400-24 P0922YU Price Per Unit Total Cost	2	\$327.46 \$654.92
44.01	110/240V FPS Power Cable, 4 Ft P0926TM Price Per Unit Total Cost	2	\$23.46 \$46.92
44.02	Power Connection Kit For FPS 400-24 P0926DZ Price Per Unit Total Cost	2	\$32.63 \$65.26
45.00	2 FCP Slots Vert. Baseplate, Time Strobe P0926HW Price Per Unit Total Cost	1	\$145.09 \$145.09
45.01	Fieldbus Baseplate Terminator P0916RB Price Per Unit Total Cost	3	\$18.68 \$56.04

City of San Antonio Bid Tabulation

Opened: April 5, 2013 For: Public Works San Antonio River Walk – Storm Water DCS ADVANTAGE Upgrade Project Invensys Proposal No.: FPC-0310-08456 (Revision 5), Dated February 28, 2013 I/A Series System Advantage Upgrade & Equipment			
6100002810		IM	Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446
Item	Description	Estimated Annual Quantity	
<u>Control Area Upgraded and Expanded Control Equipment</u>			
45.02	Splitter/Terminator 268Kbps Fieldbus P0926LC Price Per Unit Total Cost	2	\$52.28 \$104.56
45.03	Termination Cable Assembly P0903VY Price Per Unit Total Cost	2	\$98.40 \$196.80
45.04	Power Supply Output Cable -121 cm (48 in) P0926KM Price Per Unit Total Cost	2	\$32.01 \$64.02
46.00	Advantage Upgrade from older CPs to CP270 P27000101030 Price Per Unit Total Cost	2	\$0.01 \$0.02
46.01	FCP270 Control Processor P0917YZ Price Per Unit Total Cost	2	\$3,253.70 \$6,507.40
47.00	I/A Series Function Block SW Lic (Certificate) S61C1021100C Price Per Unit Total Cost	1	\$1,916.86 \$1,916.86
47.01	0.25 m LC-LC Fiber Optic Jumper Cable, Gray P0973BU Price Per Unit Total Cost	2	\$39.45 \$78.90
47.02	0.25 m LC-LC Fiber Optic Jumper Cable, Orange P0972ZQ Price Per Unit Total Cost	2	\$39.46 \$78.92
47.03	Splitter / Combiner Kit (With 2 Modules) P0926MX Price Per Unit Total Cost	1	\$490.72 \$490.72
47.04	3 m, MMF, Fiber, MT-RJ To LC Adapter Cable P0972TR Price Per Unit Total Cost	2	\$35.32 \$70.64
<u>Remote ME-8 I/O Enclosure Replacement with G06 I/O Enclosure – Fiber Optic</u>			
103.00	800 x 300 x 1200 Field Enclosure Front Access G06102041002 Price Per Unit Total Cost	1	 \$3,079.50 \$3,079.50
104.00	FCM2f4 4KM Fiber Optic Fieldbus Extender P0917JA Price Per Unit Total Cost	2	\$831.28 \$1,662.56
105.00	FBM201 Channel Isolated 8 Input 0-20 Ma P0914SQ Price Per Unit Total Cost	2	\$781.41 \$1,562.82
105.01	Compression Term Assembly, FBM201 P0916AA Price Per Unit Total Cost	2	\$61.76 \$123.52
105.02	FBM2xx Type 1 Term Cable, 1 Meter P0916DB Price Per Unit Total Cost	2	\$38.01 \$76.02

City of San Antonio Bid Tabulation

Opened: April 5, 2013 For: Public Works San Antonio River Walk – Storm Water DCS ADVANTAGE Upgrade Project Invensys Proposal No.: FPC-0310-08456 (Revision 5), Dated February 28, 2013 I/A Series System Advantage Upgrade & Equipment		IM Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446	
6100002810			
Item	Description	Estimated Annual Quantity	
106.00	FBM241 Ch Isolated Vmon DI + External Source DO P0914TG Price Per Unit Total Cost	3	\$551.02 \$1,653.06
106.01	Compression TA FBM241 125V Vmon + 5A Relay Out P0916AS Price Per Unit Total Cost	3	\$167.45 \$502.35
106.02	FBM2xx Type 4 Term Cable, 1 Meter P0916FH Price Per Unit Total Cost Payment Terms	3	\$43.94 \$131.82 Net 30
Estimated Annual Total			\$184,870.31

Opened: April 5, 2013 For: Public Works San Antonio River Walk – Storm Water DCS FBM100 I/O Upgrade Project. Invensys Proposal No.: FPC-0113-23886-R0, Dated March 5, 2013 Major FBM/100 I/O Upgrade Equipment-Bill of Materials San Antonio River Inlet Control Area Location		IM Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446	
6100002810			
Item	Description	Estimated Annual Quantity	
1.00	Migration mounting structure for 1 x 8 Price Per Unit Total Cost Base Model PSS Reference	4	\$520.00 \$2,080.00 P0924JM 21H-2W8 B4
2.00	Upg Doc-FB Baseplate Term Adv 100-200Mesh P0916RB Price Per Unit Total Cost Base Model PSS Reference	1	0.01 \$0.01 P0997SA 21H-2X2 B4
2.01	Fieldbus Baseplate Terminator Price Per Unit Total Cost Base Model PSS Reference	1	\$18.68 \$18.68 P0916RB 21H-2X2 B4
3.00	Upg Doc-2MbpsBase-BaseCbl 1m Adv100-200 P0916MZ Price Per Unit Total Cost Base Model PSS Reference	3	0.01 0.03 P0997RE 21H-2X2 B4
3.01	2 Mbps Base To Base Cable, 1m Price Per Unit Total Cost Base Model: PSS Reference:	3	\$30.71 \$92.13 P0916MZ 21H-2X2 B4
4.00	UpgDoc-24 Vdc FPS PwrCbl60" Adv100-200Mesh P0926CD Price Per Unit Total Cost Base Model: PSS Reference:	6	0.01 0.06 P0997TW 21H-2W3 B4

City of San Antonio Bid Tabulation

Opened: April 5, 2013 For: Public Works San Antonio River Walk – Storm Water DCS FBM100 I/O Upgrade Project. Invensys Proposal No.: FPC-0113-23886-R0, Dated March 5, 2013 Major FBM/100 I/O Upgrade Equipment-Bill of Materials San Antonio River Inlet Control Area Location			IM Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446	
6100002810				
Item	Description	Estimated Annual Quantity		
4.01	24 Vdc FPS Power Cable, 60" Price Per Unit Total Cost Base Model PSS Reference	6		\$20.67 \$124.02 P0926CD 21H-2W3 B4
5.00	Upg Doc FBM201 Adv 100-200 P0914SQ Price Per Unit Total Cost Base Model PSS Reference	4		\$0.01 \$0.04 P0997MS 21H-2Z1 B4
5.01	FBM201 Channel Isolated 8 Input 0-20 mA Price Per Unit Total Cost Base Model PSS Reference	4		\$781.41 \$3,125.64 P0914SQ 21H-2Z1 B4
6.00	FBM01 Term Assy Adapter (TAA) Price Per Unit Total Cost Base Model PSS Reference	4		\$105.00 \$420.00 P0923RA 21H-2W4 B4
7.00	Upg Doc FBM217 Adv 100-200 P0914TR Price Per Unit Total Cost Base Model PSS Reference	6		\$0.01 \$0.06 P0997NB 21H-2Z17 B4
7.01	FBM217, Discrete Inputs, 32 Channels Price Per Unit Total Cost Base Model PSS Reference	6		\$358.94 \$2,153.64 P0914TR 21H-2Z17 B4
8.00	FBM08 Term Assy Adapter (TAA) Price Per Unit Total Cost Base Model PSS Reference	6		\$160.00 \$960.00 P0923RH 21H-2W4 B4
9.00	UgdDoc P0927AF FBM238 Discrete I/O 8In/8Out/16In Price Per Unit Total Cost Base Model	14		\$0.01 \$0.14 P0998DZ
9.01	FBM238, Discrete I/O 32 Channels, 8 In-8 Out-8 In-8 In Price Per Unit Total Cost Base Model	14		\$400.00 \$5,600.00 P0927AF
10.00	FBM10 Term Assy Adapter (TAA) Price Per Unit Total Cost Base Model PSS Reference	14		\$300.00 \$4,200.00 P0923RK 21H-2W4 B4
11.00	2-Slot Vertical Expansion Baseplate Price Per Unit Total Cost Base Model PSS Reference	1		\$159.93 \$159.93 P0973CG 21H-2W6 B4

City of San Antonio Bid Tabulation

Opened: April 5, 2013 For: Public Works San Antonio River Walk – Storm Water DCS FBM100 I/O Upgrade Project. Invensys Proposal No.: FPC-0113-23886-R0, Dated March 5, 2013 Major FBM/100 I/O Upgrade Equipment-Bill of Materials San Antonio River Inlet Control Area Location		IM	Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446
6100002810			
Item	Description	Estimated Annual Quantity	
11.01	FEM100 Module	2	
	Price Per Unit		\$298.53
	Total Cost		\$597.06
	Base Model		P0973CA
	PSS Reference		21H-2Y14 B4
12.00	Migration mounting structure for 1 x 8	2	
	Price Per Unit		\$520.00
	Total Cost		\$1,040.00
	Base Model		P0924JM
	PSS Reference		21H-2W8 B4
13.00	Upg Doc-FB Baseplate Term Adv 100-200Mesh P0916RB	4	
	Price Per Unit		\$0.01
	Total Cost		\$0.04
	Base Model		P0997SA
	PSS Reference		21H-2X2 B4
13.01	Fieldbus Baseplate Terminator	4	
	Price Per Unit		\$18.68
	Total Cost		\$74.72
	Base Model		P0916RB
	PSS Reference		21H-2X2 B4
14.00	Upg Doc-2MbpsBase-BaseCbl 1m Adv100-200 P0916MZ	3	
	Price Per Unit		0.01
	Total Cost		0.03
	Base Model		P0997RE
	PSS Reference		21H-2X2 B4
14.01	2 Mbps Base To Base Cable, 1m	3	
	Price Per Unit		\$30.71
	Total Cost		\$92.13
	Base Model		P0916MZ
	PSS Reference		21H-2X2 B4
15.00	UpgDoc-24 Vdc FPS PwrCbl60" Adv100-200Mesh P0926CD	6	
	Price Per Unit		\$0.01
	Total Cost		\$0.06
	Base Model		P0997TW
	PSS Reference		21H-2W3 B4
15.01	24 Vdc FPS Power Cable, 60"	6	
	Price Per Unit		\$20.67
	Total Cost		\$124.02
	Base Model		P0926CD
	PSS Reference		21H-2W3 B4
16.00	Upg Doc FBM201 Adv 100-200 P0914SQ	2	
	Price Per Unit		\$0.01
	Total Cost		\$0.02
	Base Model		P0997MS
	PSS Reference		21H-2Z1 B4
16.01	FBM201 Channel Isolated 8 Input 0-20 mA	2	
	Price Per Unit		\$781.41
	Total Cost		\$1,562.82
	Base Model		P0914SQ
	PSS Reference		21H-2Z1 B4

City of San Antonio Bid Tabulation

Opened: April 5, 2013 For: Public Works San Antonio River Walk – Storm Water DCS FBM100 I/O Upgrade Project. Invensys Proposal No.: FPC-0113-23886-R0, Dated March 5, 2013 Major FBM/100 I/O Upgrade Equipment-Bill of Materials San Antonio River Inlet Control Area Location			Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446
6100002810		IM	
Item	Description	Estimated Annual Quantity	
17.00	FBM01 Term Assy Adapter (TAA) Price Per Unit Total Cost Base Model PSS Reference	2	\$105.00 \$210.00 P0923RA 21H-2W4 B4
18.00	Upg Doc FBM217 Adv 100-200 P0914TR Price Per Unit Total Cost Base Model PSS Reference	2	\$0.01 \$0.02 P0997NB 21H-2Z17 B4
18.01	FBM217, Discrete Inputs, 32 Channels Price Per Unit Total Cost Base Model PSS Reference	2	\$358.94 \$717.88 P0914TR 21H-2Z17 B4
19.00	FBM08 Term Assy Adapter (TAA) Price Per Unit Total Cost Base Model PSS Reference	2	\$160.00 \$320.00 P0923RH 21H-2W4 B4
20.00	UgdDoc P0927AF FBM238 Discrete I/O 8In/8Out/16In Price Per Unit Total Cost Base Model	4	\$0.01 \$0.04 P0998DZ
20.01	FBM238, Discrete I/O 32 Channels, 8 In-8 Out-8 In-8 In Price Per Unit Total Cost Base Model	4	\$400.00 \$1,600.00 P0927AF
21.00	FBM10 Term Assy Adapter (TAA) Price Per Unit Total Cost Base Model PSS Reference	4	\$300.00 \$1,200.00 P0923RK 21H-2W4 B4
22.00	UgdDoc P0927AC FBM227 Analog/Digital Inface Module Price Per Unit Total Cost Base Model	3	\$0.01 \$0.03 P0998DW
22.01	FBM227 Analog/Digital Interface Module Price Per Unit Total Cost Base Model	3	\$500.00 \$1,500.00 P0927AC
23.00	FBM17 Term Assy Adapter (TAA) Price Per Unit Total Cost Base Model PSS Reference	3	\$360.00 \$1,080.00 P0923RS 21H-2W4 B4
	<u>San Antonio River Outlet Control Area Location</u>		
24.00	Migration mounting structure for 1 x 8 Price Per Unit Total Cost Base Model PSS Reference	2	\$520.00 \$1,040.00 P0924JM 21H-2W8 B4

City of San Antonio Bid Tabulation

Opened: April 5, 2013 For: Public Works San Antonio River Walk – Storm Water DCS FBM100 I/O Upgrade Project. Invensys Proposal No.: FPC-0113-23886-R0, Dated March 5, 2013 Major FBM/100 I/O Upgrade Equipment-Bill of Materials San Antonio River Inlet Control Area Location		IM	Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446
6100002810			
Item	Description	Estimated Annual Quantity	
25.00	Upg Doc-FB Baseplate Term Adv 100-200Mesh P0916RB Price Per Unit Total Cost Base Model PSS Reference	1	\$0.01 \$0.01 P0997SA 21H-2X2 B4
25.01	Fieldbus Baseplate Terminator Price Per Unit Total Cost Base Model PSS Reference	1	\$18.68 \$18.68 P0916RB 21H-2X2 B4
26.00	Upg Doc-2MbpsBase-BaseCbl 1m Adv100-200 P0916MZ Price Per Unit Total Cost Base Model PSS Reference	2	\$0.01 \$0.02 P0997RE 21H-2X2 B4
26.01	2 Mbps Base To Base Cable, 1m Price Per Unit Total Cost Base Model PSS Reference	2	\$30.71 \$61.42 P0916MZ 21H-2X2 B4
27.00	UpgDoc-24 Vdc FPS PwrCbl60" Adv100-200Mesh P0926CD Price Per Unit Total Cost Base Model PSS Reference	4	\$0.01 \$0.04 P0997TW 21H-2W3 B4
27.01	24 Vdc FPS Power Cable, 60" Price Per Unit Total Cost Base Model PSS Reference	4	\$20.67 \$82.68 P0926CD 21H-2W3 B4
28.00	Upg Doc FBM201 Adv 100-200 P0914SQ Price Per Unit Total Cost Base Model PSS Reference	2	\$0.01 \$0.02 P0997MS 21H-2Z1 B4
28.01	FBM201 Channel Isolated 8 Input 0-20 mA Price Per Unit Total Cost Base Model: P0914SQ PSS Reference: 21H-2Z1 B4	2	\$781.41 \$1,562.82 P0914SQ 21H-2Z1 B4
29.00	FBM01 Term Assy Adapter (TAA) Price Per Unit Total Cost Base Model: P0923RA PSS Reference: 21H-2W4 B4	2	\$105.00 \$210.00 P0923RA 21H-2W4 B4
30.00	Upg Doc FBM217 Adv 100-200 P0914TR Price Per Unit Total Cost Base Model PSS Reference	5	\$0.01 \$0.05 P0997NB 21H-2Z17 B4
30.01	FBM217, Discrete Inputs, 32 Channels Price Per Unit Total Cost Base Model PSS Reference	5	\$358.94 \$1,794.70 P0914TR 21H-2Z17 B4

City of San Antonio Bid Tabulation

Opened: April 5, 2013 For: Public Works San Antonio River Walk – Storm Water DCS FBM100 I/O Upgrade Project. Invensys Proposal No.: FPC-0113-23886-R0, Dated March 5, 2013 Major FBM/100 I/O Upgrade Equipment-Bill of Materials San Antonio River Inlet Control Area Location			IM Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446	
6100002810			IM	
Item	Description	Estimated Annual Quantity		
31.00	FBM08 Term Assy Adapter (TAA) Price Per Unit Total Cost Base Model PSS Reference	5		\$160.00 \$800.00 P0923RH 21H-2W4 B4
32.00	UgdDoc P0927AF FBM238 Discrete I/O 8In/8Out/16In Price Per Unit Total Cost Base Model	6		\$0.01 \$0.06 P0998DZ
32.01	FBM238, Discrete I/O 32 Channels, 8 In-8 Out-8 In-8 In Price Per Unit Total Cost Base Model	6		\$400.00 \$2,400.00 P0927AF
33.00	FBM10 Term Assy Adapter (TAA) Price Per Unit Total Cost Base Model PSS Reference	6		\$300.00 \$1,800.00 P0923RK 21H-2W4 B4
<u>Remote ME-8 I/O Enclosure Replacement with G06 I/O Enclosure – Fiber Optic</u>				
103.00	800 x 300 x 1200 Field Enclosure Front Access Price Per Unit Total Cost Base Model PSS Reference	1		\$3,079.50 \$3,079.50 G06102041002 21H-2X7 B4
104.00	FCM2f4 4KM Fiber Optic Fieldbus Extender Price Per Unit Total Cost Base Model PSS Reference	2		\$831.28 \$1,662.56 P0917JA 21H-2Y3 B3
105.00	FBM201 Channel Isolated 8 Input 0-20 mA Price Per Unit Total Cost Base Model PSS Reference	2		\$781.41 \$1,562.82 P0914SQ 21H-2Z1 B4
<u>Remote ME-8 I/O Enclosure Replacement with G06 I/O Enclosure – Fiber Optic</u>				
105.01	Compression Term Assembly, FBM201 Price Per Unit Total Cost Base Model PSS Reference	2		\$61.76 \$123.52 P0916AA 21H-2Z1 B4
105.02	FBM2xx Type 1 Term Cable, 1 Meter Price Per Unit Total Cost Base Model PSS Reference	2		\$38.01 \$76.02 P0916DB 21H-2W1 B3
106.00	FBM241 Ch Isolated Vmon DI + External Source DO Price Per Unit Total Cost Base Model PSS Reference	3		\$551.02 \$1,653.06 P0914TG 21H-2Z41 B4

City of San Antonio Bid Tabulation

Opened: April 5, 2013 Public Works San Antonio River Walk – Storm Water DCS FBM100 I/O Upgrade Project. For: Invensys Proposal No.: FPC-0113-23886-R0, Dated March 5, 2013 Major FBM/100 I/O Upgrade Equipment-Bill of Materials San Antonio River Inlet Control Area Location			
6100002810		IM	Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446
Item	Description	Estimated Annual Quantity	
106.01	Compression TA FBM241 125V Vmon + 5A Relay Out Price Per Unit Total Cost Base Model PSS Reference	3	167.45 502.35 P0916AS 21H-2Z41 B4
106.02	FBM2xx Type 4 Term Cable, 1 Meter Price Per Unit Total Cost Base Model PSS Reference	3	43.94 131.82 P0916FH 21H-2W1 B3
	Payment Terms		Net 30
Estimated Total			\$47,615.40

City of San Antonio Bid Tabulation

Opened: April 5, 2013 Public Works San Antonio River Walk – Storm Water For: Customer FIRST Premium Level Support and Services Agreement Proposal No.: CPC-0213-24480, Rev. 0, Dated March 7, 2013			
6100002810		IM	Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446
Item	Description	Estimated Annual Quantity	
100.00	Customer First Service Support Year 1 Price Price Per Unit Total Cost	1	\$38,556.00 \$38,556.00
100.01	Customer First Service Support Year 2 Price Price Per Unit Total Cost	1	\$39,713.00 \$39,713.00
100.02	Customer First Service Support Year 3 Price Price Per Unit Total Cost	1	\$40,905.00 \$40,905.00
Estimated Annual Total			\$119,174.00

Opened: April 5, 2013 Public Works San Antonio River Walk – Storm Water For: DCS ADVANTAGE Upgrade Project Summary			
6100002810		IM	Invensys Operations Management 10900 Equity Drive Houston, TX 77041 713-329-8446
Item	Description		
	Invensys Proposal No.: FPC-0310-08456 (Revision 5), Dated February 28, 2013, I/A Labor Pricing I/A Component Invensys Proposal No.: FPC-0113-23886-R0, Dated March 5, 2013, I/O Labor Pricing I/O Component Customer FIRST Premium Level Support and Services Agreement		\$184,870.31 \$378,274.69 \$47,615.40 \$78,169.60 \$119,174.00
Total			\$808,104.00

**CITY OF SAN ANTONIO
PURCHASING DEPARTMENT
CERTIFICATE OF EXEMPTION FORM
COMPETITIVE BID OR PROPOSAL REQUIREMENTS**

Date 1/22/2013

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals, before entering into a contract requiring an expenditure in excess of \$50,000 except as specified below:

(Please check which exemption you are certifying)

- | | |
|---|---|
| <p><input type="checkbox"/> a procurement made because of a public calamity that requires funds to relieve the needs of the residents or to preserve city property</p> <p><input checked="" type="checkbox"/> a procurement to preserve or protect the public health or safety of the city's residents</p> <p><input type="checkbox"/> a procurement necessary because of unforeseen damage to machinery, equipment or other property</p> <p><input type="checkbox"/> a procurement for personal, professional or planning services</p> <p><input type="checkbox"/> a procurement for work that is performed and paid for by the day as the work progresses</p> <p><input type="checkbox"/> a purchase of land or right-of-way</p> <p><input checked="" type="checkbox"/> a procurement of items available from only one source</p> <p><input type="checkbox"/> a purchase of rare books, papers and other materials for a public library</p> | <p><input type="checkbox"/> paving, drainage, street widening and other public improvements or related matter where at least one-third of the costs are paid by special assessments</p> <p><input type="checkbox"/> a public improvement project which has been authorized but for which there is deficiency of funds to complete in accordance with the plans as authorized</p> <p><input type="checkbox"/> a payment under a contract by which a developer participates in the construction of a public improvement as provided by subchap. c, ch 212.</p> <p><input type="checkbox"/> personal property sold</p> <p><input type="checkbox"/> services performed by blind or severely disabled persons</p> <p><input type="checkbox"/> goods purchased by a municipality for subsequent retail sale by the municipality</p> <p><input type="checkbox"/> electricity</p> |
|---|---|

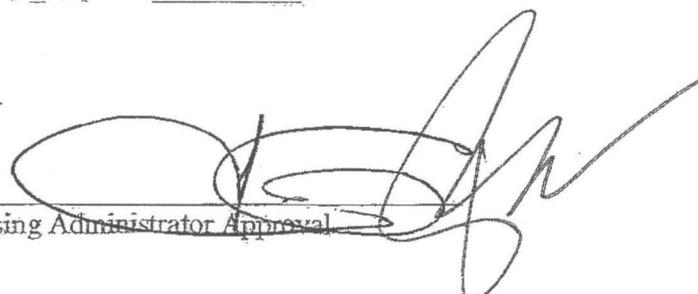
This Certificate of Exemption is executed and filed with the Purchasing Department as follows:

1. The undersigned is authorized to approve an exemption.
2. An exemption according to Section 252.022 of the Local Government Code exists. More specifically, the following event has occurred:
Due to the proprietary element of the systems operational software, modules and modem modules
3. Because the exemption stated above exists, the City of San Antonio intends to contract with Invenys which will cost approximately \$ 700,000.00

Department: Public Works

Stacy Geiger
Originator


Department Director Approval


Purchasing Administrator Approval

City Manager
(approval required only for ratification by City Council)



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100002810

**PUBLIC WORKS SAN ANTONIO RIVER WALK – STORM WATER
DCS ADVANTAGE UPGRADE PROJECT**

Date Issued: MARCH 28, 2013

**RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM APRIL 5, 2013**

Responses 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:

Purchasing & General Services
Riverview Tower
111 Soledad, Suite 1100
San Antonio, Texas 78205

Mailing Address:

Purchasing & General Services
P.O. Box 839966
San Antonio, Texas 78283-3966

For Hard Copy Submissions, Mark Envelope

"PUBLIC WORKS SAN ANTONIO RIVER WALK – STORM WATER
DCS ADVANTAGE UPGRADE PROJECT"

Offer Due Date: 10:00 A.M., APRIL 5, 2013

RFO No.: 6100002810

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative:

DBE / ACDBE Requirements:

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

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on NA NA.

Staff Contact Person: IAN MONTEMAYOR, PROCUREMENT SPECIALIST I, P.O. Box 839966, San Antonio, TX 78283-3966

Email: IAN.MONTEMAYOR@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

No table of contents entries found. |

002 - TABLE OF CONTENTS

003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

Submission of Hard Copy Offers. Submit one original offer, signed in ink, and two copies of the offer enclosed in a sealed envelope addressed to the Purchasing and General Services Department at the address and by the due date provided on the Cover Page. The name and address of offeror, the offer due date and RFO number and title shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Offers. Submit one offer electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer 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.

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

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

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

Offerors must sign the Signature Page on hard copy offers and return the RFO document to City. For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Offeror has not completed the City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at <http://www.sanantonio.gov/purchasing/>. Offerors 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 Offers. Alternate offers may be allowed at the sole discretion of City.

Hard Copy Alternate Offers. Hard copy alternate offers must be submitted in separate sealed envelopes in the same manner as submission of other offers. Alternate offers must be marked consecutively on the envelope as Alternate Offer No. 1, 2, etc. Failure to submit alternate offers in separate envelopes may result in rejection of an offer.

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

Catalog Pricing. (This section applies to offers using catalog pricing, unless this is a cooperative purchase.)

The offer 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.

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. 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 offers submitted electronically.

Offerors 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 the City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall offer 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.

Offerors are prohibited from communicating with: 1) elected City officials and their staff regarding the RFO or offers from the time the RFO has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFO 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 RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

Offerors may ask verbal questions concerning this RFO at the Pre-Submittal Conference.

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

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

Offerors 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 RFO after the 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, respondents 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. Respondents 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 RFO after the 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. Offerors 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 City.

Changes to RFO.

Changes to this RFO made prior to the offer due date shall be made directly to the original RFO. Changes are captured by creating a replacement version each time the RFO is changed. It is Offeror's responsibility to check for

new versions until the offer due date. City will assume that all offers received are based on the final version of the RFO as it exists on the day offers are due.

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

Preparation of Offers.

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

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

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers 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" offer in the Supplemental Terms & Conditions.

All or None Offers. Any offer 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" offer, a unit price left blank shall result in the offer being deemed nonresponsive and disqualified from consideration. An "All or None" offer is one in which City will award the entire contract to one offeror only.

Delivery Dates. Proposed delivery dates must be shown in the offer form where required and shall include weekends and holidays, unless specified otherwise in this RFO. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the offer. 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. Offerors must not include such taxes in offer prices. An exemption certificate will be signed by City where applicable upon request by Offeror after contract award.

Samples, Demonstrations and Pre-award Testing. If requested by City, Offeror shall provide product samples, demonstrations, and/or testing of items offered 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 an offer. All samples (including return thereof), demonstrations, and/or testing shall be at Offeror'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.

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

Offerors 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 RFO. No plea of ignorance by Offeror will be accepted as a basis for varying the requirements of City or the compensation to Offeror.

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror 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 Offeror may not be considered confidential under Texas law, or pursuant to a

Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

Costs of Preparation. Offeror shall bear any and all costs that are associated with the preparation of the Offer, attendance at the Pre-Submittal conference, if any, or during any phase of the selection process.

Rejection of Offers.

City may reject any and all offers, in whole or in part, cancel the RFO and reissue the solicitation. City may reject an offer if:

Offeror misstates or conceals any material fact in the offer; or

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

The offer is conditional; or

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

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

Changes to Offer Form. Offers must be submitted on the forms furnished. Offers that change the format or content of City's RFO may be rejected.

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted in hard copy. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on 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" offer in the Supplemental Terms & Conditions.

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

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 RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

Provided Offeror meets the requirements stated herein, City shall take Offeror'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 offer price, either per line item or total offer 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 offer evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the offer price during offer evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Prohibited Financial Interest. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with City

or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, 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. 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. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio is soliciting an offer from Invensys, to provide a San Antonio River Walk – Storm Water DCS ADVANTAGE Upgrade for the San Antonio Public Works Department as specified in this RFO.

These items are being purchased as Sole Source according to the provisions of Texas Statutes Local Government Code 252.022.07. No other source can supply the items listed nor can any comparable item fulfill the same requirements. Vendor acknowledges, with his/her signature, that all items offered are considered a Sole Source.

The objective of this document is to present **The City of San Antonio** with an I/A Series System Advantage Upgrade proposal for the installed Invensys Foxboro I/A Series® control system's HMI processors, Control Processors and Control System Network while retaining the installed field-wired I/O infrastructure network and modules.

The City will not consider OPTION 2 – Decommission/Remove Golf Cart Path Equipment, of the Proposal nor to remove entirely the Golf Course flow measuring instrumentation and associated Panel from the Golf Path.

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 June 30, 2016, upon completion of the Customer First Service Support Agreement, incorporated herein as Attachment A 3. At City's option, the Customer First Service Support Agreement dated March 7, 2013 may be renewed under the same terms and conditions for 2 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Definitions

"Goods" shall mean all products, equipment, materials, spare parts, hardware, supplies, and accessories to be supplied by Vendor to City under a Purchase Order.

"Software" shall mean computer software programs, in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, but excluding third party software, their related instructions manuals and documentation, for which Vendor grants City a license under a Purchase Order. The conditions of the Software license shall be set forth in the Vendor's end-user license agreement applicable to the particular Software at the time of delivery. The end-user license agreement shall prevail over any contradictory terms contained herein. In the absence of such end-user license agreement, the software license terms contained herein shall govern the licensing of the Software. All modifications, enhancements, developments, additions or interfaces with other computer programs made by Vendor, alone or jointly with City, in the course of the performance of a Purchase Order shall be deemed owned by Vendor and included in the Vendor's Software and shall be subject to all rights and limitations set forth in the Vendor's standard license agreement for such Software applicable at the time of delivery or, by default in the absence of separate end-user license agreement, the terms contained herein.

"Third Party Products" shall mean products and software of a third party vendor. If Third Party Products are supplied by the Vendor under the Agreement, notwithstanding anything to the contrary, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto. Third Party Products are quoted subject to price changes imposed by third party vendors between the date of Purchase Order encompassing such Third Party Products and the date of Vendor's invoice related to that Third Party Product.

"Warranty Period" shall mean the applicable time period during which Goods, Software and Services are respectively guaranteed by Service Supplier for projects are guaranteed for a period of twelve (12) months following acceptance or eighteen (18) months following the date of installation, whichever occurs first, unless changed by mutual agreement. General services are warranted for thirty (30) days after completion of work. Third Party Products are warranted as stated

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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. 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.

All decisions made by City relating to the implementation of Vendor's advice and recommendations are the sole responsibility of City. THIS WARRANTY EXCLUDES ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE).

Vendor warrants to City that the Goods, Software and Services Vendor provided hereunder shall, at time of delivery, materially conform to the specifications agreed between the Parties, including drawings or descriptions, specification sheets, drawings, notes and technical data for such Goods and Software and the description of the Services. In the absence of agreed upon specifications for Goods and Software, Vendor warrants the Goods and Software shall meet the applicable standard specifications available from Vendor for such Goods and Software at the time of the Purchase Order.

Vendor further warrants that Goods, at the time of their delivery, and the media on which the licensed Software is provided will be free from defects in material and workmanship for the Warranty Period. If a material defect in workmanship with regard to the media carrying licensed Software occurs during the Warranty Period, Vendor's sole obligation and City's sole remedy shall be the replacement of the media and the licensed Software residing on the media.

If, any time prior to the end of the applicable Warranty Period, as defined hereunder or under the separate applicable software license agreement, the Goods, Software or Services, or any part thereof, do not conform to applicable warranties or specifications, City shall notify Vendor within a reasonable time after its discovery and shall provide written particulars of the non-conformity and all information and assistance necessary to enable Vendor to verify the nature and cause of the non-conformity and carry out its warranty obligations hereunder.

Non-conforming Goods and/or Software subject to a warranty claim shall be returned to the nearest Vendor's repair facility, transportation charges prepaid for the account of the City. The costs to diagnose non-conformity on City's site, if required, shall be for the account of the City. Goods and/or Software so returned by City to the Vendor during the Warranty Period and found upon Vendor's inspection to be non-conforming and Software found non-conforming upon Vendor's inspection shall be repaired, replaced or corrected, at Vendor's option and shall be warranted by Vendor for the remainder of the original Warranty Period or for three months, whichever is longer, free of charge and return-shipped to City with transportation prepaid by City. Vendor shall not be responsible for any offshore transport costs.

Vendor's obligation and City's sole remedy under this clause is, at Vendor's option the repair or replacement, correction, of any non-conforming Goods, Software, Services or part thereof.

The foregoing warranties do not apply to non-conformities caused by (i) City's design or installation of the Goods and/or Software, (ii) modification or repair to the Goods and/or Software otherwise than as authorized in writing by Vendor; (iii) handling, storage, use or maintenance of the Goods and/or Software in a manner or an environment inconsistent with the Specifications and/or instructions or recommendations of Vendor; (iv) defect in City's own products or software or use of the Goods and/or Software in combination with any Third Party Product not procured or authorized by Vendor; (v) City's failure to observe the payment terms under this Agreement or any other of its obligations under this Agreement; (vi) normal wear and tear;; (viii) transfer of the Software from the device on which it was originally installed; and/or (ix) any fault of the City or its agents.

Goods subject to wear or burnout through usage such as lamps, fuses, paper media, filters, trim, packing and the like shall not be deemed not in conformity by reason of such wear or burnout.

The foregoing warranties do not apply to Third Party Products. Vendor shall bear no responsibility for the performance, repair or warranty of any of City's software or hardware product or any Third Party Products and City shall look solely to third party vendor for all remedies and support with regard to such Third Party Products. If such Third Party Product is expressly procured by Vendor to City under a Purchase Order, that Third Party Product shall be warranted only in accordance with the warranties given to Vendor in respect thereof by the relevant third party vendor and to the extent that Vendor has the right to assign or transfer such warranties.

All Or None Bid.

City of San Antonio will make award to one vendor 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 "Public Works Flood Control System Upgrade" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent. 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 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 for 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, 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	Statutory
2. Employers' Liability	\$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 <u>Bodily Injury</u> and <u>Property Damage</u> 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	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

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

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

City of San Antonio
Attn: Finance Department c/o Purchasing 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

Vendor will provide advance written notice directly to City of any cancellation in coverage.

Within thirty (30) 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 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 unless attributable to the fault of City, its employees, subcontractors, agents or representatives or otherwise in accordance with the Warranty Article herein.

Incorporation of Attachments.

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

Attachment A	Price Schedule
Attachment A 1	Invensys Proposal No.: FPC-0310-08456 [Revision 5] dated February 28, 2013.
Attachment A 2	Invensys Proposal No.: FPC-0113-23886 -R0 March 5, 2013.
Attachment A 3	Invensys Customer First Program ("ICFP") Support and Services Agreement dated March 7, 2013.
Attachment A 4	Addendum 1a
Attachment B	System Configuration Drawings
Attachment B 1	Evaluated I/O Summary
Attachment B 2	System Overview Drawings
Attachment B 3	Existing Installed I/A Series Life Cycle Report

006 - GENERAL TERMS & CONDITIONS

Electronic Offer Equals Original. If Vendor is submitting an electronic offer, 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 RFO 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 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 and Vendor has been given a reasonable opportunity to cure, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, incurred by City as a result thereof. In addition, Vendor may be removed from 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 (not to exceed 30 days) from each deliverable in accordance with the milestone schedule, and for final acceptance of 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 reasonable and documented 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 and Vendor shall have a reasonable opportunity, not to exceed 30 days to correct non-conformity, replace the non-conforming Goods or Software or re-perform the Services, in accordance with the Warranty Article. If City elects to accept non-conforming 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 within a reasonable period following final acceptance, not to exceed thirty (30) days. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall correct non-conformities, replace the non-conforming Goods and/or Software or re-perform or correct non-conforming Services within a reasonable period of time, not to exceed 30 days, . Vendor's maximum liability under this Article shall be to refund the fees and expenses paid by City for the portion of the Goods, Software or Services that is non-conforming.

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 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 more 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 make partial payments on the undisputed portion of an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, 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 DAY 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.

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, or to a Purchase Order shall be effected and binding by amendment to the agreement or by a change order to the purchase order, in writing, executed by both City and Vendor. If either Party requests such changes, the Parties shall negotiate in good faith an equitable adjustment to the Purchase Order. The Director of the Purchasing and General Services Department, or Director's designee shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

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 the 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-For Convenience 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. Upon termination of the Agreement, City shall pay Vendor (1) all fees and expenses (including but not limited to Customer First Program fees) earned or incurred in connection with the performance of the Services under the Agreement until the effective date of such termination.

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

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

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise 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.

LIMITATION OF LIABILITY IN NO EVENT SHALL VENDOR HAVE ANY LIABILITY UNDER THIS AGREEMENT OR ANY PURCHASE ORDER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES, INTEREST, CAPITAL, FINANCING, GOOD WILL, USE, BUSINESS REPUTATION, OPPORTUNITY OR PRODUCTIVITY, HOWSOEVER ARISING, EVEN IF CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENDOR'S LIABILITY UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT (WHETHER ARISING UNDER TORT, NEGLIGENCE, CONTRACT, WARRANTY, STRICT LIABILITY OR ANY OTHER CAUSE OR COMBINATION OF CAUSES) SHALL IN NO EVENT EXCEED THE SPECIFIC PRICE OF THE GOODS, SOFTWARE AND/OR SERVICES PROVIDED UNDER THE PURCHASE ORDER GIVING RISE TO LIABILITY. WITH RESPECT TO SITE BASED SERVICES, THE MAXIMUM AGGREGATE LIABILITY OF VENDOR FOR DIRECT DAMAGES UNDER THE PURCHASE ORDER SHALL NOT EXCEED THE AMOUNT EQUIVALENT TO 1.5X THE VALUE OF THE PURCHASE ORDER.

Intellectual Property and Software License

Vendor may utilize proprietary works of authorship, pre-existing or otherwise, including without limitation software, computer programs, methodologies, templates, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as Intellectual Property Rights and any derivatives thereof, which have been originated, developed or purchased by Vendor, a parent or affiliated City of Vendor, or by third parties under contract to Vendor or to a parent or affiliated company of Vendor (all of the foregoing, collectively, "Vendor's Information"). Vendor shall retain at all times ownership of the Vendor's Information.

Vendor or the applicable third party owner shall retain at all times the ownership of its Software, firmware and Third Party Products, regardless of the media upon which the original or copy may be recorded or fixed. Without prejudice to the license(s) expressly granted hereunder and under a Purchase Order, no right, title or interest in or to the Software, firmware, Vendor's Information, any copies thereof and any Intellectual Property Rights residing in the Goods, Software or result of Services is transferred to City. City acknowledges that the prices for Services and Software charged by Vendor under this Agreement are predicated in part on Vendor's retention of ownership over such Software and any results of the Services, none of which shall be considered "work for hire."

City shall retain at all times the ownership of its Intellectual Property Rights, regardless of the media upon which the original or copy may be recorded or fixed.

In consideration of the receipt of full payment of the Software license fee applicable as part of the Price under a Purchase Order, and subject to City's compliance with its obligations under this Agreement and/or the Purchase Order, Vendor shall provide to City a personal, non-transferable, non-exclusive limited license to use the Software described in the relevant Purchase Order and the Vendor's Information incorporated into the Goods, Software and

Services, if any, for purpose of City's ordinary business as defined in the Purchase Order and in the particular location(s) and/or on the particular systems for which City licensed such Software, as those locations and/or systems are identified in the Purchase Order.

Vendor's Software licensed to City may contain components that are owned by third parties. The third party owner shall retain exclusive right to its firmware and software. Use of such third party components shall be subject to restrictions contained in the third party's end-user license agreement (if any) in addition to the conditions set forth herein. Vendor shall make available to City upon request the third party's end-user license agreement applicable. Copyright and other proprietary rights notices of Vendor and third parties are contained in the Software and City shall not modify, delete or obfuscate such notices.

City may not without Vendor's prior written express consent (i) copy, modify, sublicense, loan or transfer in any manner the Software licensed herein; (ii) create derivative works based on the Software licensed herein; (iii) subject the Software licensed herein to translating, decompiling, disassembling, reverse assembling, reverse engineering, emulating or performing any other operation on the Software, unless the operation is specifically authorized by law. City shall hold the Software licensed herein in strict confidence and will not allow third parties, other than its employees with a need to use the Software and who have agreed to comply with the terms of this Software License clause, to access or use the Software without Vendor's prior written consent. City agrees to defend, indemnify and hold harmless Vendor from all damages and third party claims arising from unauthorized use or transfer of the Software.

Notwithstanding the foregoing restrictions but subject to all restrictions applicable to Third Party Products as set forth in Clauses 4.2 and 4.4, City shall be entitled to make one (1) copy of the Software for backup or archival purposes and may make a limited reasonable number of copies of the instruction manuals and documentation related to the Software for purpose of their use by City in connection with the authorized use of the Software. All titles, trademarks and copyrights and restricted rights notices shall be reproduced in such copies.

City shall maintain complete and accurate records documenting the location and use of the licensed Software in City's possession. No later than thirty (30) days upon receipt of Vendor's written request, City shall provide Vendor with a signed certification of compliance with the Software licensing conditions. Vendor has the right to conduct an audit of City's use of the Software. Any such audit shall be conducted during regular business hours at City's facilities. If an audit reveals any underpayment of license fees, City shall be invoiced for additional license fees consistent with Vendor's then current price list for the Software, without any discount being applicable in that instance. City shall then immediately pay the underpaid amount together with interest at a rate of one and one-half percent (1.5%) per month or partial month during which such amount was due and unpaid. The assessment of additional license fee is without prejudice to Vendor's other remedies in the event of breach by City of other licensing conditions.

Unless otherwise set forth in an applicable Vendor's License Agreement, City may not transfer its license to use the Software and related documentation and written materials to a third party without the Vendor's prior written consent, which shall not be unreasonably withheld. In case of Vendor approval of such transfer, City shall be responsible to ensure that the recipient agrees to the terms of this Software License clause.

Assignment. Except as otherwise stated herein, neither Party shall 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, which shall not be unreasonably withheld. 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. Vendor shall have the right to assign its rights and obligations to any parent, subsidiary, or affiliate entity or any parent's subsidiary or affiliate.

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, in accordance with and solely for the purposes of compliance with the Texas Public Information Act, with written notice to vendor describing the Texas Public Information Act request and disclosure.

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 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, for purposes of the Texas Public Information Act, 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, under the Texas Public Information Act, 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. Neither Party shall comply with any foreign boycott laws or requirements, which are in violation of any federal or state law, rule, or regulation. City acknowledges that each product and any related software and technology, including technical information supplied by Vendor or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. Software is licensed for use in the specific location identified in the Purchase Orders and Licenses attached. City may not export the "Items" to another country without Vendor's written permission and payment of any applicable country specific surcharges. City agrees to comply fully with all relevant export laws and regulations of the United States and foreign nations in which the "Items" will be used ("Export Laws") to ensure that neither the "Items" nor any direct product thereof are (i) exported, directly or indirectly, in violation of any Export Laws; or (ii) are intended to be used for any purposes prohibited by the Export Laws. Without limiting the foregoing, City will not export or re-export the "Items": (i) to any country to which the United States has embargoed or restricted the export of goods or services or to any national of any such country, wherever located; (ii) to any end user who City knows or has reason to know will utilize the "Items" in the design, development or production of nuclear, chemical or biological weapons; or (iii) to any end-user who has been prohibited from participating in U.S. export transactions by federal agency of the U.S. government.

"Software" is a "commercial item" as that term is defined under 48 CFR 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 CFR 12.212 (September 1995) and is provided to U.S. Government only as a commercial item. Consistent with 48 CFR 12.212 and 48 CFR 227-7202-1 through 227.7202-4 (June 1995), all U.S. Government end-users acquire the Software with only those rights set forth herein.

Either Party shall execute and deliver to the other any documents as may be required to effect or evidence compliance.

The Parties may correspond and convey documentation via the Internet unless City expressly requests otherwise. Neither Party has control over the performance, reliability, availability or security of the Internet. Vendor shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption or alteration of any communication over the Internet due to any reason beyond Vendor's reasonable control.

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 City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, City reserves the right to deduct any delinquent taxes from payments that 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 Amendment 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.**

Customer First Terms and Conditions

1. General. The Invensys Customer First Program ("ICFP") is a fee-based software and hardware maintenance and support program that requires the payment of an annual fee in accordance with the current Invensys price list and the ICFP User Guide. By paying the ICFP Fee and participating in the ICFP, Customer agrees to all of the terms and conditions contained in the ICFP User Guide and price list, including the terms and conditions contained herein (together, the "Agreement").

1.1 Definitions.

(a) "Goods" shall mean all products, equipment, materials, spare parts, hardware, supplies, and accessories supported under the Agreement.

(b) "ICFP Fee" shall mean the fees to be paid by Customer to Invensys under the Agreement for enrollment in the ICFP.

(c) "Software" shall mean Invensys computer software programs supported under the Agreement in object code form including firmware and custom software, and instructions manuals, specifications and related documentation in written or electronic form, but excluding third party software, their related instructions manuals and documentation, for which Invensys grants Customer a license and which are supported under the Agreement. The terms and conditions of the Software license shall be set forth in Invensys' end-user license agreement applicable to the particular Software at the time of delivery.

(d) "Services" shall mean Support Services provided under the Agreement.

(e) "Specifications" shall mean the Invensys standard specifications applicable to the Goods and/or Software or the specific requirements agreed upon, in writing, between Invensys and Customer in relation to the Goods and Software.

(f) "Third Party Products" shall mean products and software of a third party vendor. If Third Party Products are supplied by Invensys to Customer, notwithstanding anything to the contrary, such supply is made on a "pass-through" basis only and is subject to the terms and conditions of the third party vendor, including but not limited to warranties, licenses, indemnities, limitation of liability, prices and changes thereto.

2. Purchase. The ICFP is a portfolio of support levels that is priced based on the value of Invensys Software licenses owned (or being purchased) by the Customer site at the time the ICFP Fee is paid and the support level selected by Customer, and, in the case of Goods, is based on the type and number of Goods owned (or being purchased) by the Customer and the support level selected by Customer at the time the ICFP Fee is paid. Following payment of the ICFP Fee, any new Software or Goods purchased by the Customer during the Agreement term must be purchased with coverage under the ICFP, which will be pro-rated to expire at the same time as the initial expiration date. Alternatively, a Customer may opt to back-charge applicable ICFP Fees for the new Software and Goods at the time of renewal, including back charges plus a minimum of one year agreement duration. Unless otherwise agreed in writing by Invensys, Invensys reserves the right to increase ICFP Fees one time per calendar year. Unless otherwise agreed upon in writing, Customer shall reimburse Invensys for expenses incurred by Invensys in order to perform the Services, including but not limited to travel and lodging expenses..

To enroll and purchase the ICFP (Standard, Premium and Elite levels provide free software version upgrades) for Software, a Customer must possess (not necessarily be running) the most current version of Invensys Software as a prerequisite. If a Customer is running a non-current / non-preferred version of Invensys Software, they must first purchase an upgrade to the current / preferred version. Invensys has several incentives for Customers to purchase version upgrades.

Except as stated in Section 8.2 (a), the ICFP Fee for the initial term or any renewal or prorated terms is non-refundable.

3. Invensys Customer First Program Levels. The ICFP portfolio includes four (4) levels; Primary, Standard, Premium and Elite, which offer Customers a wide choice of offerings to meet their business requirements. Specific program level benefits are defined in the ICFP User Guide.

4. Scope of Support. Under all support levels in the ICFP, Invensys provides Services in accordance with the Invensys lifecycle support policy defined in the ICFP User Guide. Although Invensys and its Certified Support Providers (third parties retained by Invensys to provide support to Customers under the ICFP, including but not limited to Authorized Distributors and other support providers) may attempt to resolve issues arising in earlier Invensys goods or software versions, they do not have any obligation to do so under any support level in the ICFP.

4.1 Support Exclusions.

(a) Unless otherwise agreed in writing by Invensys or specified in this agreement, Invensys does NOT provide support under the ICFP for Third Party Products, including but not limited to Crystal Reports. If Invensys services Third Party Products at Customer's written request, Invensys' services shall be rendered "AS-IS" and without warranty of any kind and such services shall be for an additional fee at Invensys' then current service rates.

(b) Customer shall be responsible for payment for Invensys equipment and materials if Customer's employees, agents consultants or contractors working on Invensys equipment or materials causes malfunction or failure of such equipment or materials. If such an event occurs, Invensys equipment and materials will be billed to Customer at the then current rates for such equipment and materials and Customer shall also pay Invensys for any associated services as a result of such malfunction or failure.

(c) Invensys and non-Invensys system goods and software not specifically listed as covered under the support level purchased by Customer under the Agreement are NOT covered. Technical assistance rendered via any means of personal communication (including but not limited to telephone, facsimile, postal mail, email, texting, and web-enabled chat), remote connection and diagnosis, material, labor or other support assistance provided by Invensys to resolve an issue involving non-listed equipment is chargeable to Customer at the then-current Invensys service rates.

(d) Invensys will NOT provide Services on Invensys software or goods from or repaired by a non-Invensys-authorized agent, distributor, reseller or other third party. If any issues occur that are attributable to third-party procured material or services, all work performed by Invensys will be subject to invoicing at the then-current Invensys service rates.

(e) Unless specifically purchased as an option under the Agreement, planning, installation, testing, and documentation of expansions, modifications and software upgrades of custom application or third party programs are NOT covered under the ICFP.

(f) Unless otherwise agreed in writing by Invensys, Goods identified as obsolete phase or due to become obsolete under the Invensys lifecycle support policy defined in the ICFP User Guide during the Agreement term will be excluded and will NOT be supported.

(g) Goods identified as lifetime phase under the Invensys lifecycle support policy defined in the ICFP User Guide will be supported for a maximum of one year. The product lifecycle categorization will be reviewed during the annual installed product assessment to determine whether it is anticipated that the product(s) will move to the obsolete phase during the next 12 months.

(h) All decisions made by Customer relating to the implementation of Invensys' advice and recommendations are the sole responsibility of Customer. To the extent Services are of an advisory nature, no specific business result is assured or guaranteed.

5. Access to Facilities and Equipment. The Customer will furnish at no cost to Invensys suitable and safe working space, storage space, adequate telephone, light, ventilation, regulated electric power, and outlets for testing purposes. These facilities will be within a reasonable distance from Goods or Software covered under the Agreement. Invensys shall have full and free access to the Goods and Software in order to provide any on-site corrective support Services under the Agreement. Customer will identify person(s) who will interface with the Invensys or other designated support center under the terms of this Agreement. Any maintenance or repair services performed on the Goods or Software by Customer or third party personnel resulting in additional material or corrective support service requirements by Invensys will be invoiced at then current time and material service rates.

6. Remote Services Security. Remote Services communication will be conducted only by Invensys trained specialists working in a secured area using authorized connectivity equipment with security and auto log-on features, or connections automatically initiated by the customer's system via the Remote Services server, which permits access to the Customer's system only via Customer-maintained security credentials allowing the use of read-only non-intrusive Remote Services tools only. All session screen information will be recorded and archived by Invensys with date and time stamp. Data indicating health status of the customer system will be transported automatically via an always available connection automatically initiated from the Remote Services server. Remote Services communications using other than read-only non-intrusive Remote Services tools must be authorized by a Customer representative and the security credentials must be changed by Customer immediately upon request by Invensys to return to the read-only mode. Communication processors, servers, routers, modems and other equipment used in conjunction with Remote Services are the property of Invensys and shall be returned to Invensys upon termination of this Agreement.

7. On-Site Services.

(a) Service or travel in excess of normal workday, and any Service or travel on Saturdays, Sundays or nationally observed holidays shall be invoiced by Invensys as defined by local practice, or by labor law as applicable, and as defined in a written agreement between Invensys and Customer. The normal work day shall be defined by local practice, or by labor law as applicable, and as defined in a written agreement between Invensys and Customer.

(b) When shift work other than the normal workday is required, a premium rate shall be added for Services during the other shifts and an additional premium shall be added for work in excess of normal workday during these other shifts, in accordance with local practice, or labor law as applicable, and as defined in a written agreement between Invensys and Customer.

(c) Service time committed in advance by Invensys on the basis of pre-specified number of days shall not be deemed to include overtime or shift work. If overtime or shift work is required on such commitments, the pre-specified time so committed in advance shall be appropriately reduced.

(d) Unless the Invensys representative has been released from the job site, or has completed his assignment, the Customer will pay Invensys charges computed as if the Invensys representative was working a normal work week, regardless of whether or not the representative is prevented from working due to delays beyond his control.

(e) Release from the job site shall entitle the representative to return to his point of origin, with travel time and expenses chargeable to Customer.

(f) Standby time is defined as that time during which an Invensys representative is requested to remain in readiness and available for Services commencing at the convenience of the Customer. Such time shall be considered as time worked, whether or not the representative is at the job site, and Customer will be billed accordingly. If standby time is outside normal working hours, overtime rates will be applicable. Standby time will be added to time actually worked for the computation of overtime charges, etc.

(g) The Invensys representatives reserve the right to refuse to work under hazardous conditions. All staging and rigging required for access to equipment to be serviced shall be erected by and at the expenses of Customer or third parties and shall comply with reasonable safety requirements. The Invensys representative shall comply with all plant safety regulations given to such representative in writing. However, any protective clothing or equipment, except the standard safety hat, required by Customer regulations shall be provided by Customer.

(h) Unless otherwise agreed in writing by Vendor and City, all on-site Services performed pursuant to this program will be billed to City at the then current Vendor service rates. There shall be no minimum charges, only actual hours worked shall be billed to the City.

(i) Invensys representatives are authorized to act only in a consulting capacity and are not authorized or licensed to operate equipment. All responsibility for operating equipment shall rest with Customer or third parties.

(j) Unless otherwise agreed in writing by Invensys, all parts identified as requiring replacement during a non-warranty related service call shall be invoiced at Invensys' current list prices.

8. Term. The initial term of the Agreement is 12 months from the date of purchase or, if Invensys and Customer agree in writing, a pro-rated or other term. Thereafter, subject to the other limitations discussed herein, the Agreement may be renewed for future terms. Renewal of the Agreement requires the mutual written consent of Customer and Invensys. All software licenses and Goods for a given Invensys brand (including but not limited to, Foxboro, Triconex and Wonderware) at a participating site must be covered under the ICFP during the initial term or any renewal or prorated terms.

8.1 Termination. This Agreement may be terminated by Invensys and all Services under the ICFP stopped if:

(a) Customer has breached any of its material obligations under the Agreement and has not cured such breach within thirty (30) days of receipt of a notice of default from Invensys;

(b) Customer has breached any of its material obligations under any Invensys end user licensing agreement and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Invensys;

(d) Customer does not use the Services for its own internal business purposes or uses the Services to provide similar services related to the Software or Goods to any third party and Customer has not cured such breach within thirty (30) days of receipt of a notice of default from Invensys; or,

(c) Customer fails to pay the ICFP Fee when due and Customer has not cured such breach within ten (10) days of receipt of a notice of default from Invensys.

8.2 Termination For Convenience.

(a) Invensys may at any time, with or without cause, terminate this Agreement and stop all Services under the ICFP, by giving Customer ninety (90) days written notice of such termination. If Invensys elects to terminate under this Section 8.2(a) prior to the end of the then-current Agreement term, then Customer shall be entitled to a pro-rated refund of ICFP Fees actually paid by Customer to Invensys.

(b) If Customer terminates this Agreement without cause, Customer shall provide Invensys written termination notice at least ninety (90) days prior to the specified termination date. If the termination notice is provided in violation of this Section 8.2(b), Customer shall pay Invensys all fees and expenses (including but not limited to ICFP Fees) earned or incurred in connection with the performance of the Services under the Agreement until the effective date of such termination ("Fees and Expenses").

8.3 No Damages for Termination. Invensys will not be liable to Customer for any claims or damages of any kind arising out of termination of this Agreement in accordance with Sections 8.1 ("Termination") or 8.2 ("Termination For Convenience") above.

9. Suspension of Services. Without prejudice to other remedies available by law, Invensys reserves the right to suspend the services if Customer does not comply with its obligations under the Agreement.

10. Work Product and Residual Rights. "Work Product" means any new or useful art, discovery, improvement, deliverable, process, invention, modification, enhancement, product, software, whether or not copyrightable or patentable, inclusive of all related know-how, trade secrets, and any other tangible or intangible technical material or information. Any Work Product developed under the Agreement is not to be considered made-for-hire under the United States Copyright Act and, at all stages of development, will remain the sole and exclusive property of Invensys. Customer further agrees that it will take all actions and execute and deliver all documents requested by Invensys in order to evidence Invensys' rights in and to the Work Product. It is agreed and understood that Invensys is otherwise free to use its general knowledge, skills and experience and any general ideas, concepts or know-how and techniques related to or derived from the performance of Services under the Agreement.

10.1 Confidential Information. In performance of the Services under the Agreement, Invensys may provide to Customer certain information which is designated in writing as proprietary or confidential information ("Confidential Information"). Customer agrees that it shall protect Confidential Information with at least the same degree of care and confidentiality as it affords its own confidential information, at all times exercising at least a reasonable degree of care in such protection and shall not use any Confidential Information in any manner except in furtherance of the business relationship with Invensys and for the purpose of receiving Services under the Agreement. Customer's commitment to protect Confidential Information shall impose no obligation upon Customer with respect to any portion of Confidential Information which: (1) includes information that is subject to disclosure under the Texas Public Information Act/Freedom of Information Act; (2) is known to Customer at the time of receiving such information supported by credible documentation; (3) is furnished to others by Invensys without restriction on disclosure; (4) is hereafter furnished to Customer by a third party acting to the best knowledge of Customer as a matter of right and without restriction on disclosure; or (5) is independently developed by Customer provided that the person or persons developing same have not had access to the same information received from Invensys and such independent development is supported by credible documentation.

11. Limited Warranties and Exclusive Remedy. Invensys Services will be performed in a professional manner and warranted for a period of 90 days from the date of Service. Invensys warrants that any parts, for Goods which are supplied while performing Services under the Agreement, will be free from material defects for a period of one year following delivery of such parts. Additionally, Invensys warrants that any Software upgrades, patches, service packs, quick fix, quick custom, or corrective fixes which are supplied while performing Services under the Agreement, will be free from material defects for a period of 90 days following delivery of such Software upgrades, patches, service packs, quick fix, quick custom or corrective fixes. For any breach of these warranties, a Customer's exclusive remedy, and Invensys entire liability, shall be the reperformance of the Services or repair or replacement of such parts, Software upgrades, patches, service packs, quick fix, or quick custom.

DISCLAIMER OF ALL OTHER WARRANTIES

THE WARRANTIES ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INVENSYS, ITS DEALERS, DISTRIBUTORS OR AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE

SCOPE OF THE WARRANTIES SET FORTH ABOVE AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE. INVENSYS DOES NOT WARRANT THAT THE SOFTWARE OR GOODS WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SOFTWARE OR GOODS WILL OPERATE IN COMBINATIONS OTHER THAN AS SPECIFIED IN INVENSYS' DOCUMENTATION, THAT THE OPERATION OF THE SOFTWARE OR GOODS WILL BE UNINTERRUPTED OR ERROR-FREE.

12. Liability Limitation and Exclusion of Damages. IN NO EVENT SHALL VENDOR HAVE ANY LIABILITY UNDER THIS AGREEMENT OR ANY PURCHASE ORDER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOSS OF PRODUCTION, LOSS OF REVENUES, INTEREST, CAPITAL, FINANCING, GOOD WILL, USE, BUSINESS REPUTATION, OPPORTUNITY OR PRODUCTIVITY, HOWSOEVER ARISING, EVEN IF CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENDOR'S LIABILITY UNDER THIS AGREEMENT FOR ANY DIRECT DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT (WHETHER ARISING UNDER TORT, NEGLIGENCE, CONTRACT, WARRANTY, STRICT LIABILITY OR ANY OTHER CAUSE OR COMBINATION OF CAUSES) SHALL IN NO EVENT EXCEED THE SPECIFIC PRICE OF THE GOODS, SOFTWARE AND/OR SERVICES PROVIDED UNDER THE PURCHASE ORDER GIVING RISE TO LIABILITY. WITH RESPECT TO SITE BASED SERVICES, THE MAXIMUM AGGREGATE LIABILITY OF VENDOR FOR DIRECT DAMAGES UNDER THE PURCHASE ORDER SHALL NOT EXCEED THE AMOUNT EQUIVALENT TO 1.5X THE VALUE OF THE PURCHASE ORDER.

13. Taxes. ICFP Fees and other fees due under this Agreement do not include state, federal, local sales tax, use, excise, valued added or other similar taxes. Unless customer is tax exempt, all such taxes will be paid by Customer.

14. Relationship of Parties. The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party nor its employees has the authority to bind or commit the other party in any way or to incur any obligation on its behalf.

15. Cooperation. Invensys' performance depends upon Customer's timely and effective cooperation, including providing Invensys with reasonable facilities, timely access to appropriate data and information, timely decisions and approvals and appropriately skilled Customer personnel. Invensys will not be liable for any failure to perform Services under the Agreement, to the extent that the failure is caused by Customer's lack of cooperation. Invensys may rely upon the accuracy and completeness of data, material, and other information furnished by Customer, without any independent investigation or verification.

16. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision will to such extent as it will be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this Agreement will otherwise remain in full force and effect.

17. No Implied Waivers. The failure of either party to exercise any right or option granted under this Agreement, or to require the performance by the other party hereto of any provision of this Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

18. Assignment. Customer may not assign this Agreement, in whole or in part, without Invensys' prior written consent. Any attempt to assign this Agreement without such consent will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

19. Translation. The language of this Agreement is expressly stipulated to be English. In the event that this Agreement is translated into another language, the English language version of this Agreement shall govern for purposes of interpretation and enforcement.

20. Force Majeure. Except for payments due under this Agreement, neither party will be responsible to the other for any failure or delay in its performance due to acts of God or other unforeseen circumstances beyond the reasonable control of either party, provided that such party gives prompt written notice thereof to the other party and uses its diligent efforts to resume performance.

21. Compliance.

(a) Restricted Rights Legend - U.S. Government Users. The software is a "commercial item" as that term is defined at 48 CFR 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government

only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. Contractor/ manufacturer is Invensys Systems, Inc., 5601 Granite Parkway, Suite 1000, Plan, TX 75024. Telephone: (469) 365-6400.

(b) **Export Restrictions.** Customer agrees to comply fully with all applicable international and national export laws and regulations, including the U.S Export Administration Regulations and the Office of Foreign Asset Control Regulations, as well as end-use and destination restrictions issued by the U.S and foreign governments to assure that neither the Software nor Goods nor any direct product thereof are (i) exported, directly or indirectly, in violation of export laws; or (ii) are intended to be used for any purposes prohibited by the export laws.

22. Governing Law and Dispute Resolution. The Agreement shall be governed by and construed in accordance with the laws of the State of Texas, USA, without regard to the conflict of laws provisions thereof. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The governing language for the Agreement shall be English, and no concurrent or subsequent translation of the Agreement into any language shall modify any term of the Agreement and the English language version of the Agreement shall control in the event of conflict.

23. Modification of ICFP Policies and Procedures. Invensys reserves, in its sole discretion, the right to modify, revise and update the ICFP and all ICFP policies and procedures.

24. Survival of Provisions. The Sections of this Agreement that by their nature survive expiration or termination of the Agreement include but are not limited to the following Sections: Section 8.3 ("No Damages For Termination"), Section 10 ("Work Product and Residual Rights"), Section 10.1 ("Confidential Information"), Section 11 ("Limited Warranties and Exclusive Remedy"), Section 12 ("Liability Limitation and Exclusion of Damages"), Section 13 ("Taxes"), Sections 16-22 and Sections 24-25.

25. Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous representations, understandings or agreements whether written or oral, relating to its subject matter. This Agreement may be amended or modified only by a writing that is signed by authorized representatives of both parties. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No terms, provisions or conditions of any request for proposal, purchase order, acknowledgement or other business form that Customer may use in connection with this Agreement will have any effect on the rights, duties or obligations of the parties hereunder, or otherwise modify, this Agreement, regardless of any failure of Invensys to object to such terms, provisions or conditions.

007 - SIGNATURE PAGE

By submitting an offer, whether electronically or by paper, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer 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;

Offeror 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 offer 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 offer.

Offeror Information

Please Print or Type

Vendor ID No.	V1003657
Signer's Name	Mark Levell
Name of Business	Invensys Operations Management
Street Address	10900 Equity Drive
City, State, Zip Code	Houston, TX 77041
Email Address	Mark.Levell@invensys.com
Telephone No.	(713) 329-8446
Fax No.	(713) 329-1945
City's Solicitation No.	6100002810



Signature of Person Authorized to Sign Offer

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 Offer - an RFO in which City will award the entire contract to one offeror only.

Alternate Offer - two or more offers with substantive variations in the item or service offered from the same offeror in response to a solicitation.

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

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

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

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

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

Line Item - a listing of items in an offer for which an offeror is expected to provide separate pricing.

Offer - a complete, signed response to an RFO that, if accepted, would bind Offeror to perform the resultant contract.

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

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

Pre-Submittal Conference - a meeting conducted by City, held in order to allow offerors 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 City's standard purchase order form, and which is the vendor's authority to deliver to and invoice City for the goods or services specified in an RFO for the price stated in vendor's offer.

Specifications - a description of what City requires and what Offeror 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 City.

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

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

009 – ATTACHMENTS

009 ATTACHMENT A
Price Schedule

PRICE SCHEDULE

I/A Series System – ADVANTAGE Upgrade & Equipment Priced Bill of Material and Pricing:

Standard Documentation

ITEM	QTY		EACH NET	TOTAL NET
<u>Portable I/A Series Letterbug Configuration Terminal</u>				
1.00	1	Letterbug Config. SW w/Mini-Notebook & IR Cable P0928FN	516.00	516.00
<u>Portable I/A Series System Floppy Drive</u>				
2.00	1	USB External Floppy Drive for P90/91/92 P0924SJ	60.00	60.00
2.01	1	10 Ft USB Extension Cable P0972RJ	12.00	12.00
<u>Standard I/Series Project Documentation</u>				
3.00	1	I/A Series V8.x Complete Paper Documentation Set B0700AA	842.76	842.76
3.01	1	Mesh Configuration Tool & Switch/Network Documents K0173ZU	54.39	54.39
3.02	1	I/A Series V8.x Document CD For Windows pdf K0173WT	43.70	43.70
3.03	1	AIM*Historian Documentation Q0301RE	57.71	57.71
3.04	1	I/A Series Report Package Documentation Q0301RG	51.10	51.10
<u>Standard I/A Series and Foxboro-PAC Project Software Licenses and Media</u>				
4.00	1	V8.x Windows 7 & Windows Server 2008 CD Media Kit K0201GA	153.39	153.39
4.01	1	FoxDraw V10.x For Win7/S2008 Media Kit K0201GE	81.43	81.43
4.02	1	AIM*Historian SW Lic (200 Points) Q0301AN	1497.61	1497.61
4.03	1	FoxPage for Windows Software Q0301JH	9265.00	9265.00
4.04	1	Media: MODBUS Driver For FDSI K0173XC	47.37	47.37
4.05	1	Foxboro A ² Operations Server Software OPSS1F-D0CE4000	2669.00	2669.00
4.06	1	MS Windows 2008 Remote Desktop Services CAL,5 Pack J0201FP	427.18	427.18
5.00	1	Advantage Upgrade To I/A Series Report Package Q0301YS	0.01	0.01
5.01	1	I/A Series Report Package Q0301RA	5760.85	5760.85
6.00	1	MS-OFFICE 2010 Excel	630.00	630.00

ITEM	QTY		EACH NET	TOTAL NET
San Antonio River Inlet Control Area Location				
Fiber Optic Patch Panel				
7.00	1	Fiber Termination Enclosure JPM4001A/JPM410A-R2(1)	525.00	525.00
Portable Backup and Restore Hard Drive				
8.00	1	2 TB External USB Backup Hard Drive P0928GG	334.29	334.29
8.01	1	10 Ft USB Extension Cable P0972RJ	12.00	12.00
MESH Control Network "EDGE" Ethernet Switches				
9.00	2	24-Port Fiber Managed Switch P0973JN	2968.54	5937.08
9.01	4	MGBIC: 1000Base-LX, MMF/SMF, LC, Use w/P0972WR/YK P0972WU	307.99	1231.96
10.00	4	SMF LC-LC Cable, 30 Meter EFN310-030M-LCLC	189.00	756.00
Control Area Upgraded HMI Equipment				
11.00	1	Model H92 Workstation For Windows 12 H926046B078E	1755.12	1755.12
11.01	1	I/A Series Windows Wkstation SW Lic (Certificate) S10B13220004	5639.90	5639.90
11.02	2	I/A Series Monitor P77B70F3N020	681.04	1362.08
11.03	2	Fiber Optic Multimode Cable, MT-RJ/MT-RJ, 15 m P0972KW	58.13	116.26
Control Area Upgraded and Expanded Control Equipment				
12.00	2	Power Supply, FPS 400-24 P0922YU	327.46	654.92
12.01	2	110/240V FPS Power Cable, 4 Ft P0926TM	23.46	46.92
12.02	2	Power Connection Kit For FPS 400-24 P0926DZ	32.63	65.26
13.00	1	4-Slot Vertical FCP270/Expansion Baseplate P0973CN	266.58	266.58
13.01	3	Fieldbus Baseplate Terminator P0916RB	18.68	56.04
13.02	2	Splitter/Terminator 268Kbps Fieldbus P0926LC	52.28	104.56
13.03	2	Termination Cable Assembly P0903VY	98.40	196.80
13.04	2	Power Supply Output Cable -121 cm (48 in) P0926KM	32.01	64.02
14.00	2	Advantage Upgrade from older CPs to CP270 P27000101030	0.01	0.02
14.01	2	FCP270 Control Processor P0917YZ	3253.70	6507.40

ITEM	QTY		EACH NET	TOTAL NET
15.00	1	I/A Series Function Block SW Lic (Certificate) S61C1021100C	1916.86	1916.86
15.01	2	0.25 m LC-LC Fiber Optic Jumper Cable, Gray P0973BU	39.45	78.90
15.02	2	0.25 m LC-LC Fiber Optic Jumper Cable, Orange P0972ZQ	39.45	78.90
15.03	1	Splitter / Combiner Kit (With 2 Modules) P0926MX	490.72	490.72
15.04	2	3 m, MMF, Fiber, MT-RJ To LC Adapter Cable P0972TR	35.32	70.64
16.00	2	FEM100 Module P0973CA	298.53	597.06
17.00	1	2 FCM Slots Vert. Baseplate, Time Strobe P0926KH	153.62	153.62
17.01	1	Fieldbus Baseplate Terminator P0916RB	18.68	18.68
17.02	1	2 Mbps Base To Base Cable 0.5m P0917JJ	28.51	28.51
17.03	2	Power Supply Output Cable -121 cm (48 in) P0926KM	32.01	64.02
18.00	1	FBM230, Four Serial Ports, Single P0926GU	1866.13	1866.13
18.01	1	I/A Series Function Block SW Lic (Certificate) S61C10214000	315.27	315.27
18.02	1	FBM224 / FBM230 / FBM231 Compression PolyAmide TA P0926GH	271.93	271.93
18.03	1	FBM2xx Type 5 Hypalon Termination Cable, 1 Meter P0926GJ	65.27	65.27
<u>Olmos Dam Control Area Location</u>				
<u>Olmos Dam Upgraded RTU Equipment</u>				
19.00	1	Redundant capable processors, BASE & I/O 2750-RA2N1A1EEEE6668AAAAA	8413.02	8413.02
20.00	2	Foxboro A ² Power Supply 2500PF-2EF00000	222.23	444.46
21.00	1	1000VA UPS, Rack SMT10000RM2U	840.00	840.00
<u>San Pedro Creek Control Area Location</u>				
<u>San Pedro Creek Upgraded RTU Equipment</u>				
22.00	1	Redundant capable processors, BASE & I/O 2750-RA2N1A1EE66688AAAAA	8476.18	8476.18
23.00	2	Foxboro A ² Power Supply 2500PF-2EF00000	222.23	444.46
24.00	1	1000VA UPS, Rack SMT10000RM2U	840.00	840.00
<u>San Antonio River Marina Control Area Location</u>				
<u>Fiber Optic Patch Panel</u>				
25.00	1	Fiber Termination Enclosure JPM4001A/JPM410A-R2(1)	525.00	525.00

ITEM	QTY		EACH NET	TOTAL NET
<u>Portable Backup and Restore Hard Drive</u>				
26.00	1	2 TB External USB Backup Hard Drive P0928GG	334.29	334.29
26.01	1	10 Ft USB Extension Cable P0972RJ	12.00	12.00
<u>MESH Control Network "EDGE" Ethernet Switches</u>				
27.00	2	24-Port Fiber Managed Switch P0973JN	2968.54	5937.08
27.01	4	MGBIC: 1000Base-LX, MMF/SMF, LC, Use w/P0972WR/YK P0972WU	307.99	1231.96
28.00	4	SMF LC-LC Cable, 30 Meter EFN310-030M-LCLC	189.00	756.00
<u>Control Area Upgraded HMI Equipment</u>				
29.00	1	Model H92 Workstation For Windows 12 H926046B078E	1755.12	1755.12
29.01	1	I/A Series Windows Wkstation SW Lic (Certificate) S10B13220004	5639.90	5639.90
29.02	2	I/A Series Monitor P77B70F3N020	681.04	1362.08
29.03	2	Fiber Optic Multimode Cable, MT-RJ/MT-RJ, 15 m P0972KW	58.13	116.26
<u>Control Area Upgraded and Expanded Control Equipment</u>				
30.00	2	Power Supply, FPS 400-24 P0922YU	327.41	654.82
30.01	2	110/240V FPS Power Cable, 4 Ft P0926TM	23.41	46.82
30.02	2	Power Connection Kit For FPS 400-24 P0926DZ	32.63	65.26
31.00	1	2 FCP Slots Vert. Baseplate, Time Strobe P0926HW	145.09	145.09
31.01	3	Fieldbus Baseplate Terminator P0916RB	18.68	56.04
31.02	2	Splitter/Terminator 268Kbps Fieldbus P0926LC	52.28	104.56
31.03	2	Termination Cable Assembly P0903VY	98.40	196.80
31.04	2	Power Supply Output Cable -121 cm (48 in) P0926KM	32.01	64.02
32.00	2	Advantage Upgrade from older CPs to CP270 P27000101030	0.01	0.02
32.01	2	FCP270 Control Processor P0917YZ	3253.70	6507.40
33.00	1	I/A Series Function Block SW Lic (Certificate) S61C1021100C	1916.86	1916.86
33.01	2	0.25 m LC-LC Fiber Optic Jumper Cable, Gray P0973BU	39.45	78.90

ITEM	QTY		EACH NET	TOTAL NET
33.02	2	0.25 m LC-LC Fiber Optic Jumper Cable, Orange P0972ZQ	39.46	78.92
33.03	1	Splitter / Combiner Kit (With 2 Modules) P0926MX	490.72	490.72
33.04	2	3 m, MMF, Fiber, MT-RJ To LC Adapter Cable P0972TR	35.32	70.64
<u>San Antonio River Outlet Control Area Location</u>				
<u>Server Enclosure</u>				
34.00	1	Freestanding Server Enclosure, 24U EC24U2442SMDSMNK	2380.00	2380.00
35.00	1	Server Enclosure Ancillary Equip Server Enclosure Ancillary	8162.00	8162.00
<u>Fiber Optic Patch Panel</u>				
36.00	1	Fiber Termination Enclosure JPM4001A/JPM410A-R2(3)	665.00	665.00
<u>Portable Backup and Restore Hard Drive</u>				
37.00	1	2 TB External USB Backup Hard Drive P0928GG	334.29	334.29
37.01	1	10 Ft USB Extension Cable P0972RJ	12.00	12.00
<u>MESH Control Network "CORE" Ethernet Switches</u>				
38.00	2	C5 Switch -26 SFP Port Uplink Switch P0973KJ	4701.80	9403.60
38.01	4	MGBIC Module w/1000Base-T Port With RJ-45 P0972YL	122.27	489.08
38.02	12	MGBIC: 1000Base-LX, MMF/SMF, LC, Use w/P0972WR/YK P0972WU	307.99	3695.88
38.03	2	10 Ft (3 m) CAT 5, 10/100BaseT Shielded Cable P0971XK	12.50	25.00
<u>MESH Control Network "EDGE" Ethernet Switches</u>				
39.00	2	24-Port Fiber Managed Switch P0973JN	2968.54	5937.08
39.01	4	MGBIC: 1000Base-LX, MMF/SMF, LC, Use w/P0972WR/YK P0972WU	307.99	1231.96
40.00	12	SMF LC-LC Cable, 30 Meter EFN310-030M-LCLC	189.00	2268.00
<u>Control Area Upgraded HMI (EWS) Equipment</u>				
41.00	1	Workstation Server Model H90 For Windows® H90J9CA0418H	6136.00	6136.00
41.01	1	I/A Series Windows W'kstation SW Lic (Certificate) S10D13222314	10151.80	10151.80
41.02	2	I/A Series Monitor P77B70F3N020	681.04	1362.08
41.03	2	15 Ft DVI-D Digital Video Cable P0972VT	32.21	64.42
41.04	2	10 Ft USB Extension Cable P0972RJ	12.00	24.00

ITEM	QTY		EACH NET	TOTAL NET
41.05	2	Fiber Optic Multimode Cable, MT-RJ/MT-RJ, 3 m P0972KV	42.47	84.94
<u>Control Area Printer</u>				
42.00	1	HP Color LaserJet Printer HP 5225n Printer	4200.00	4200.00
42.01	1	CAT5e Plenum Cable, 25Ft EYN848MS0025	35.00	35.00
<u>Control Area Upgraded HMI Equipment</u>				
43.00	1	Model H92 Workstation For Windows H926046B078E	1755.12	1755.12
43.01	1	I/A Series Windows Wkstation SW Lic (Certificate) S10B13210004	4963.95	4963.95
43.02	1	I/A Series Monitor P77B70F3N020	681.04	681.04
43.03	2	Fiber Optic Multimode Cable, MT-RJ/MT-RJ, 15 m P0972KW	58.13	116.26
<u>Control Area Upgraded and Expanded Control Equipment</u>				
44.00	2	Power Supply, FPS 400-24 P0922YU	327.46	654.92
44.01	2	110/240V FPS Power Cable, 4 Ft P0926TM	23.46	46.92
44.02	2	Power Connection Kit For FPS 400-24 P0926DZ	32.63	65.26
45.00	1	2 FCP Slots Vert. Baseplate, Time Strobe P0926HW	145.09	145.09
45.01	3	Fieldbus Baseplate Terminator P0916RB	18.68	56.04
45.02	2	Splitter/Terminator 268Kbps Fieldbus P0926LC	52.28	104.56
45.03	2	Termination Cable Assembly P0903VY	98.40	196.80
45.04	2	Power Supply Output Cable -121 cm (48 in) P0926KM	32.01	64.02
46.00	2	Advantage Upgrade from older CPs to CP270 P27000101030	0.01	0.02
46.01	2	FCP270 Control Processor P0917YZ	3253.70	6507.40
47.00	1	I/A Series Function Block SW Lic (Certificate) S61C1021100C	1916.86	1916.86
47.01	2	0.25 m LC-LC Fiber Optic Jumper Cable, Gray P0973BU	39.45	78.90
47.02	2	0.25 m LC-LC Fiber Optic Jumper Cable, Orange P0972ZQ	39.46	78.92
47.03	1	Splitter / Combiner Kit (With 2 Modules) P0926MX	490.72	490.72
47.04	2	3 m, MMF, Fiber, MT-RJ To LC Adapter Cable P0972TR	35.32	70.64

OPTION

1

Offering

ITEM

QTY

Library - Gate 4 Control Area Location [OPTION 1]

EACH
NET

TOTAL
NET

Control Processor (SAMCP1) I/O Communication Extension -Fiber Optic

101.00	1	2 FCM Slots Vert. Baseplate, Time Strobe P0926KH	153.62	153.62
101.01	1	2 Mbps Base To Base Cable 0.5m P0917JJ	28.51	28.51
101.02	2	Power Supply Output Cable -121 cm (48 in) P0926KM	32.01	64.02
102.00	2	FCM2f4 4KM Fiber Optic Fieldbus Extender P0917JA	831.28	1662.56
<u>Remote ME-8 I/O Enclosure Replacement with G06 I/O Enclosure - Fiber Optic</u>				
103.00	1	800 x 300 x 1200 Field Enclosure Front Access G06102041002	3079.50	3079.50
104.00	2	FCM2f4 4KM Fiber Optic Fieldbus Extender P0917JA	831.28	1662.56
105.00	2	FBM201 Channel Isolated 8 Input 0-20 mA P0914SQ	781.41	1562.82
105.01	2	Compression Term Assembly, FBM201 P0916AA	61.76	123.52
105.02	2	FBM2xx Type 1 Term Cable, 1 Meter P0916DB	38.01	76.02
106.00	3	FBM241 Ch Isolated Vmon DI + External Source DO P0914TG	551.02	1653.06
106.01	3	Compression TA FBM241 125V Vmon + 5A Relay Out P0916AS	167.45	502.35
106.02	3	FBM2xx Type 4 Term Cable, 1 Meter P0916FH	43.94	131.82
107.00	1	Customer First Service Support Year 1 Price	38556.00	38556.00
107.01	1	Customer First Service Support Year 2 Price	39713.00	39713.00
107.02	1	Customer First Service Support Year 3 Price	40905.00	40905.00
108.00	1	Customer First Service Support Option Year 1 Price	N/A	N/A
108.01	1	Customer First Service Support Option Year 2 Price	N/A	N/A

Major FBM100 I/O Upgrade Equipment - Bill Of
Materials
San Antonio River Inlet Control Area Location

ITEM	QTY		EACH NET	TOTAL NET
1.00	4	Migration mounting structure for 1 x 8 Base Model: P0924JM PSS Reference: 21H-2W8 B4	520.00	2080.00
2.00	1	Upg Doc-FB Baseplate Term Adv 100-200Mesh P0916RB Base Model: P0997SA PSS Reference: 21H-2X2 B4	0.01	0.01
2.01	1	Fieldbus Baseplate Terminator Base Model: P0916RB PSS Reference: 21H-2X2 B4	18.68	18.68

ITEM	QTY	<u>Standard I/Series Project Documentation</u>	EACH NET	TOTAL NET
3.00	3	Upg Doc-2MbpsBase-BaseCbl 1m Adv100-200 P0916MZ Base Model: P0997RE PSS Reference: 21H-2X2 B4	0.01	0.03
3.01	3	2 Mbps Base To Base Cable, 1m Base Model: P0916MZ PSS Reference: 21H-2X2 B4	30.71	92.13
4.00	6	UpgDoc-24 Vdc FPS PwrCbl60" Adv100-200Mesh P0926CD Base Model: P0997TW PSS Reference: 21H-2W3 B4	0.01	0.06
4.01	6	24 Vdc FPS Power Cable, 60" Base Model: P0926CD PSS Reference: 21H-2W3 B4	20.67	124.02
5.00	4	Upg Doc FBM201 Adv 100-200 P0914SQ Base Model: P0997MS PSS Reference: 21H-2Z1 B4	0.01	0.04
5.01	4	FBM201 Channel Isolated 8 Input 0-20 mA Base Model: P0914SQ PSS Reference: 21H-2Z1 B4	781.41	3125.64
6.00	4	FBM01 Term Assy Adapter (TAA) Base Model: P0923RA PSS Reference: 21H-2W4 B4	105.00	420.00
7.00	6	Upg Doc FBM217 Adv 100-200 P0914TR Base Model: P0997NB PSS Reference: 21H-2Z17 B4	0.01	0.06
7.01	6	FBM217, Discrete Inputs, 32 Channels Base Model: P0914TR PSS Reference: 21H-2Z17 B4	358.94	2153.64
8.00	6	FBM08 Term Assy Adapter (TAA) Base Model: P0923RH PSS Reference: 21H-2W4 B4	160.00	960.00
9.00	14	UgdDoc P0927AF FBM238 Discrete I/O 8In/8Out/16In Base Model: P0998DZ	0.01	0.14
9.01	14	FBM238, Discrete I/O 32 Channels, 8 In-8 Out-8 In-8 In Base Model: P0927AF	400.00	5600.00
10.00	14	FBM10 Term Assy Adapter (TAA) Base Model: P0923RK PSS Reference: 21H-2W4 B4	300.00	4200.00

San Antonio River Marina Control Area Location

ITEM	QTY		EACH NET	TOTAL NET
11.00	1	2-Slot Vertical Expansion Baseplate Base Model: P0973CG PSS Reference: 21H-2W6 B4	159.93	159.63
11.01	2	FEM100 Module Base Model: P0973CA PSS Reference: 21H-2Y14 B4	298.53	597.06
12.00	2	Migration mounting structure for 1 x 8 Base Model: P0924JM PSS Reference: 21H-2W8 B4	520.00	1049.00
13.00	4	Upg Doc-FB Baseplate Term Adv 100-200Mesh P0916RB Base Model: P0997SA PSS Reference: 21H-2X2 B4	0.01	0.04
13.01	4	Fieldbus Baseplate Terminator Base Model: P0916RB PSS Reference: 21H-2X2 B4	18.68	74.72
14.00	3	Upg Doc-2MbpsBase-BaseCbl 1m Adv100-200 P0916MZ Base Model: P0997RE PSS Reference: 21H-2X2 B4	0.01	0.03
14.01	3	2 Mbps Base To Base Cable, 1m Base Model: P0916MZ PSS Reference: 21H-2X2 B4	30.71	92.13
15.00	6	UpgDoc-24 Vdc FPS PwrCbl60" Adv100-200Mesh P0926CD Base Model: P0997TW PSS Reference: 21H-2W3 B4	0.01	0.06
15.01	6	24 Vdc FPS Power Cable, 60" Base Model: P0926CD PSS Reference: 21H-2W3 B4	20.67	124.02
16.00	2	Upg Doc FBM201 Adv 100-200 P0914SQ Base Model: P0997MS PSS Reference: 21H-2Z1 B4	0.01	0.02

ITEM	QTY		EACH NET	TOTAL NET
16.01	2	FBM201 Channel Isolated 8 Input 0-20 mA Base Model: P0914SQ PSS Reference: 21H-2Z1 B4	781.41	1562.82
17.00	2	FBM01 Term Assy Adapter (TAA) Base Model: P0923RA PSS Reference: 21H-2W4 B4	105.00	210.00
18.00	2	Upd Doc FBM217 Adv 100-200 P0914TR Base Model: P0997NB PSS Reference: 21H-2Z17 B4	0.01	0.02
18.01	2	FBM217, Discrete Inputs, 32 Channels Base Model: P0914TR PSS Reference: 21H-2Z17 B4	388.94	777.88
19.00	2	FBM08 Term Assy Adapter (TAA) Base Model: P0923RH PSS Reference: 21H-2W4 B4	160.00	320.00
20.00	4	UgdDoc P0927AF FBM238 Discrete I/O 8In/8Out/16In Base Model: P0998DZ	0.01	0.04
20.01	4	FBM238, Discrete I/O 32 Channels, 8 In-8 Out-8 In-8 In Base Model: P0927AF	400.00	1600.00
21.00	4	FBM10 Term Assy Adapter (TAA) Base Model: P0923RK PSS Reference: 21H-2W4 B4	300.00	1200.00
22.00	3	UgdDoc P0927AC FBM227 Analog/Digital Inface Module Base Model: P0998DW	0.01	0.03
22.01	3	FBM227 Analog/Digital Interface Module Base Model: P0927AC	500.00	1500.00
23.00	3	FBM17 Term Assy Adapter (TAA) Base Model: P0923RS PSS Reference: 21H-2W4 B4	360.00	1080.00

San Antonio River Outlet Control Area Location

ITEM	QTY		EACH NET	TOTAL NET
24.00	2	Migration mounting structure for 1 x 8 Base Model: P0924JM PSS Reference: 21H-2W8 B4	520.00	1040.00
25.00	1	Upg Doc-FB Baseplate Term Adv 100-200Mesh P0916RB Base Model: P0997SA PSS Reference: 21H-2X2 B4	0.01	0.01
25.01	1	Fieldbus Baseplate Terminator Base Model: P0916RB PSS Reference: 21H-2X2 B4	18.68	18.68
26.00	2	Upg Doc-2MbpsBase-BaseCbl 1m Adv100-200 P0916MZ Base Model: P0997RE PSS Reference: 21H-2X2 B4	0.01	0.02
26.01	2	2 Mbps Base To Base Cable, 1m Base Model: P0916MZ PSS Reference: 21H-2X2 B4	30.71	61.42
27.00	4	UpgDoc-24 Vdc FPS PwrCbl60" Adv100-200Mesh P0926CD Base Model: P0997TW PSS Reference: 21H-2W3 B4	0.01	0.04
27.01	4	24 Vdc FPS Power Cable, 60" Base Model: P0926CD PSS Reference: 21H-2W3 B4	20.67	82.68
28.00	2	Upg Doc FBM201 Adv 100-200 P0914SQ Base Model: P0997MS PSS Reference: 21H-2Z1 B4	0.01	0.02
28.01	2	FBM201 Channel Isolated 8 Input 0-20 mA Base Model: P0914SQ PSS Reference: 21H-2Z1 B4	781.41	1562.82

ITEM	QTY		EACH NET	TOTAL NET
102.00	2	FCM2f4 4KM Fiber Optic Fieldbus Extender Base Model: P0917JA PSS Reference: 21H-2Y3 B3	831.28	1,662.56
103.00	1	Remote ME-8 I/O Enclosure Replacement with G06 I/O Enclosure - Fiber Optic 800 x 300 x 1200 Field Enclosure Front Access Base Model: G06102041002 PSS Reference: 21H-2X7 B4	3079.50	3,079.50
104.00	2	FCM2f4 4KM Fiber Optic Fieldbus Extender Base Model: P0917JA PSS Reference: 21H-2Y3 B3	831.28	1,662.56
105.00	2	FBM201 Channel Isolated 8 Input 0-20 mA Base Model: P0914SQ PSS Reference: 21H-2Z1 B4	781.41	1,562.82
105.01	2	Compression Term Assembly, FBM201 Base Model: P0916AA PSS Reference: 21H-2Z1 B4	61.76	123.52
105.02	2	FBM2xx Type 1 Term Cable, 1 Meter Base Model: P0916DB PSS Reference: 21H-2W1 B3	38.01	76.02
106.00	3	FBM241 Ch Isolated Vmon DI + External Source DO Base Model: P0914TG PSS Reference: 21H-2Z41 B4	551.02	1,653.06
106.01	3	Compression TA FBM241 125V Vmon + 5A Relay Out Base Model: P0916AS PSS Reference: 21H-2Z41 B4	167.45	502.35
106.02	3	FBM2xx Type 4 Term Cable, 1 Meter Base Model: P0916FH PSS Reference: 21H-2W1 B3	43.94	131.82
107.00	1	Customer First Service Support Year 1 Price	3,855.04	3,855.00
107.01	1	Customer First Service Support Year 2 Price	39,713.00	39,713.00
107.02	1	Customer First Service Support Year 3 Price	40,905.00	40,905.00
108.00	1	Customer First Service Support Option Year 1 Price	NA	NA
108.01	1	Customer First Service Support Option Year 2 Price	NA	NA

ITEM	QTY		EACH NET	TOTAL NET
29.00	2	FBM01 Term Assy Adapter (TAA) Base Model: P0923RA PSS Reference: 21H-2W4 B4	105.00	210.00
30.00	5	Upg Doc FBM217 Adv 100-200 P0914TR Base Model: P0997NB PSS Reference: 21H-2Z17 B4	0.01	0.05
30.01	5	FBM217, Discrete Inputs, 32 Channels Base Model: P0914TR PSS Reference: 21H-2Z17 B4	358.94	1794.70
31.00	5	FBM08 Term Assy Adapter (TAA) Base Model: P0923RH PSS Reference: 21H-2W4 B4	160.00	800.00
32.00	6	UgdDoc P0927AF FBM238 Discrete I/O 8In/8Out/16In Base Model: P0998DZ	0.01	0.06
32.01	6	FBM238, Discrete I/O 32 Channels, 8 In-8 Out-8 In-8 In Base Model: P0927AF	400.00	2400.00
33.00	6	FBM10 Term Assy Adapter (TAA) Base Model: P0923RK PSS Reference: 21H-2W4 B4	300.00	1800.00
		<u>Library - Gate 4 Control Area Location [OPTION 1]</u>		
		<u>Control Processor (SAMCP1) I/O Communication Extension - Fiber Optic</u>		
101.00	1	2 FCM Slots Vert. Baseplate, Time Strobe Base Model: P0926KH PSS Reference: 21H-2W6 B4	153.62	153.62
101.01	1	2 Mbps Base To Base Cable 0.5m Base Model: P0917JJ PSS Reference: 21H-2X2 B4	28.51	28.51
101.02	2	Power Supply Output Cable - 121 cm (48 in) Base Model: P0926KM	32.01	64.02