

AN ORDINANCE

**ACCEPTING THE BID FROM ADACEL SYSTEMS, INC., FOR THE PURCHASE OF A FLIGHTLINE DRIVING SIMULATOR FOR TRAINING VEHICLE OPERATORS, AS REQUIRED BY THE FEDERAL AVIATION ADMINISTRATION, FOR A COST OF \$161,429.00, FUNDED BY THE AIRPORT OPERATIONS & MAINTENANCE FUND.**

\* \* \* \* \*

**WHEREAS**, Federal Aviation Administration (FAA) rules and regulations require the San Antonio International Airport to train all vehicle operators accessing the Airport Operations Area (AOA) to specific standards; and

**WHEREAS**, training students to navigate in an area as complex and difficult as the AOA requires a driving simulator, in combination with a 3D visual database, to allow students the opportunity to safely drive within a simulated AOA environment (day, night, fog, rain, snow, etc.); and

**WHEREAS**, the proposal of Adacel Systems, Inc., to provide the City of San Antonio Aviation Department with an Adacel Flightline Driving Simulator, for a total cost of \$161,429.00, was selected through a competitive procurement; **NOW THEREFORE**,

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

**SECTION 1.** The proposal of Adacel Systems, Inc., in the amount of \$161,429.00, is hereby accepted. The City Manager or her designee is authorized to approve an agreement. A copy of the Contract, Bid Tab and Addendum are attached hereto and incorporated herein as **Attachment 1**.

**SECTION 2.** Funding in the amount of \$161,429.00 for this ordinance is available in SAP Fund 51001000, Cost Center 3302200001, General Ledger 5709060, as part of the Fiscal Year 2009 Budget.

**SECTION 3.** Payment not to exceed the budgeted amount of \$161,429.00 is authorized to Adacel Systems, Inc. and should be encumbered with a purchase order.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS

Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

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

**PASSED AND APPROVED** this 10<sup>th</sup> day of September, 2009.



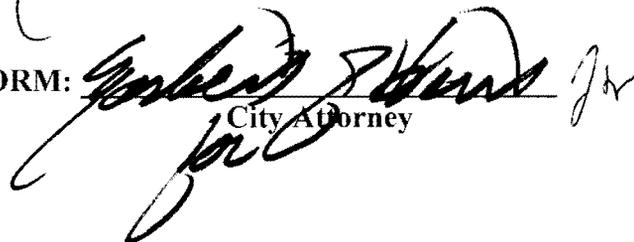
M A Y O R  
**JULIÁN CASTRO**

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

|                        |  |                    |            |            |                |               |               |
|------------------------|--|--------------------|------------|------------|----------------|---------------|---------------|
| <b>Agenda Item:</b>    | 7 ( in consent vote: 6, 7, 10, 11A, 11B, 11C, 16, 17, 19, 20, 21, 24, 25, 26A, 26B, 26C, 26D, 26E, 26F, 27, 29, 30, 31, 32, 33 )   |                    |            |            |                |               |               |
| <b>Date:</b>           | 09/10/2009   |                    |            |            |                |               |               |
| <b>Time:</b>           | 09:57:03 AM  |                    |            |            |                |               |               |
| <b>Vote Type:</b>      | Motion to Approve  |                    |            |            |                |               |               |
| <b>Description:</b>    | An Ordinance accepting the bid from Adacel Systems, Inc. for the purchase of a flightline driving simulator for training vehicle operators as required by the Federal Aviation Administration, for a cost of \$161,429.00, funded by the Airport Operations & Maintenance Fund. [Sharon De La Garza, Assistant City Manager; Janie Cantu, Director, Purchasing & General Services] |                    |            |            |                |               |               |
| <b>Result:</b>         | Passed   |                    |            |            |                |               |               |
| <b>Voter</b>           | <b>Group</b>   | <b>Not Present</b> | <b>Yea</b> | <b>Nay</b> | <b>Abstain</b> | <b>Motion</b> | <b>Second</b> |
| Julián Castro          | Mayor  |                    | x          |            |                |               |               |
| Mary Alice P. Cisneros | District 1   |                    | x          |            |                |               |               |
| Ivy R. Taylor          | District 2   |                    | x          |            |                |               |               |
| Jennifer V. Ramos      | District 3   |                    | x          |            |                |               |               |
| Philip A. Cortez       | District 4   |                    | x          |            |                |               |               |
| David Medina Jr.       | District 5   |                    | x          |            |                |               |               |
| Ray Lopez              | District 6   |                    | x          |            |                |               |               |
| Justin Rodriguez       | District 7   |                    | x          |            |                |               |               |
| W. Reed Williams       | District 8   |                    | x          |            |                |               |               |
| Elisa Chan             | District 9   |                    | x          |            |                |               | x             |
| John G. Clamp          | District 10  |                    | x          |            |                | x             |               |

CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: AA/aa  
BID NO.: 09-110 AA

Date Issued: July 09, 2009

FORMAL INVITATION FOR BIDS  
DRIVING SIMULATOR

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time, July 27, 2009.

The City of San Antonio Purchasing & General Services Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the Riverview Tower, 111 Soledad, Suite 1100, or by calling (210) 207-7260.

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

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

This invitation includes the following:

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

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

Signer's Name: Vicki Lockard Firm Name: Adacel Systems, Inc.  
(Please Print or Type) Address: 5945 Hazeltine National Dr.  
Vicki Lockard City, State, Zip Code: Orlando, FL 32822  
Signature of Person Authorized to Sign Bid Telephone No.: (407) 581-1533  
Email Address: Vicki.Lockard@adacel.com Fax No.: (407) 567-2080

Please complete the following:  
Prompt Payment Discount: \_\_\_\_\_% \_\_\_\_\_ days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:  
Ownership of firm (51% or more):  
\_\_\_ Non-minority \_\_\_ Hispanic \_\_\_ African-American \_\_\_ Other Minority (specify) \_\_\_\_\_  
\_\_\_ Female Owned \_\_\_ Handicapped Owned \_\_\_ Small Business (less than \$1 million annual receipts or 100 employees)  
Indicate Status: \_\_\_ Partnership \_\_\_ Corporation \_\_\_ Sole Proprietorship \_\_\_ Other (specify) \_\_\_\_\_  
Tax Identification Number: 76-0655867

FOR CITY USE ONLY

AWARD

Items Accepted: Ordinance No: Date: Amount:

Approved: \_\_\_\_\_

CITY OF SAN ANTONIO

## TERMS AND CONDITIONS OF INVITATION FOR BIDS

### READ CAREFULLY

#### 1. GENERAL CONDITIONS

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

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

#### 2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

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

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

- (c) Alternate bids may be allowed at the sole discretion of the City.
- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.
- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

### 3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

### 4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL BUSINESS ECONOMIC DEVELOPMENT (SBEDA) PROGRAM

It is the policy of the City of San Antonio that Small, Minority, African-American and Women Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Economic Development Advocacy (SBEDA) Program Policy Ordinance. This clause and policy are available in the City Clerk's Office and the City's Economic Development Department.

### 5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

### 6. SUBMISSION OF BIDS

- (a) **Sealed bids in triplicate** shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

### 7. REJECTION OF BIDS

- (a) The City may reject a bid if:
  1. The bidder misstates or conceals any material fact in the bid; or
  2. The bid does not strictly conform to law or the requirements of the bid;
  3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Best Value Item" basis. An "All or None" basis bid must include all items upon which bids are invited.

- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

**8. WITHDRAWAL OF BIDS**

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

**9. LATE BIDS OR MODIFICATIONS**

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

**10. CLARIFICATION TO BID SPECIFICATIONS**

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

**11. DISCOUNTS**

In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

**12. AWARD OF CONTRACT**

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.

- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

**13. BID PROTEST PROCEDURES**

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

Vendor must deliver a written notice of protest to the Purchasing & General Services Director within seven (7) calendar days of the posting of the intent to award. If vendor does not file a written notice within this time; the vendor will have waived all rights to formally protest the intent to award. It is the vendor's responsibility to check the City's website posting.

**14. DEBRIEFING**

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

**15. CONTRACT TERMINATION**

**TERMINATION-BREACH:**

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

**TERMINATION-NOTICE:**

- (b) The City may terminate this contract without cause. The City shall be required to give the vendor notice **ten** days prior to the date of termination of the contract without cause.

**TERMINATION-FUNDING:**

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

**16. DELIVERY OF GOODS/SERVICES**

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be

specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.

- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

#### 17. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within ten days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.
- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within ten days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within ten days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

#### 18. INDEPENDENT CONTRACTOR

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

19. **BID RESULT REQUEST**

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

20. **PATENTS/COPYRIGHTS**

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

21. **INDEMNIFICATION**

**BIDDER** covenants and agrees to **FULLY INDEMNIFY, DEFEND and HOLD HARMLESS**, the **CITY** and the elected officials, employees, officers, directors, volunteers and representatives of the **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 the **CITY** directly or indirectly arising out of, resulting from or related to **BIDDER'S** activities under this contract, including any acts or omissions of **BIDDER**, any agent, officer, director, representative, employee, consultant or subcontractor of **BIDDER**, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. 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 BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

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. **BIDDER** shall advise the **CITY** in writing within 24 hours of any claim or demand against the **CITY** or **BIDDER** known to **BIDDER** related to or arising out of **BIDDER's** activities under this contract, and shall see to the investigation and defense of such claim or demand at **BIDDER's** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **BIDDER** of any of its obligations under this paragraph.

22. **INSURANCE**

If required, specific insurance provisions will be included in these bid specifications. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, **must be submitted within 10 days of a request from the City.** The successful vendor must maintain, at all times during performance of the contract, the insurance detailed in these bid specifications. Failure to provide these documents may result in disqualification of the bid, or cancellation of the contract, after award.

23. **ACCEPTANCE BY CITY**

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

reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

#### 24. WARRANTY

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

**REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED**

**WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.**

#### 25. CHANGE ORDERS

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

#### 26. ASSIGNMENT

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

#### 27. INTERLOCAL PARTICIPATION

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

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

**28. QUESTIONS**

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

## SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE OF WORK: The City of San Antonio is soliciting bids for a contractor to provide a turn-key Adacel Flightline Driving System (AFDS) or an approved equal. The AFDS is an airport driver training system that uses specifically designed scenarios in a simulated airport environment to train vehicle operators how to operate safely on an airport's runways, taxiways, ramps and movement areas. The driving simulator should be designed specifically to train drivers who will be operating vehicles on airport grounds for the San Antonio International Airport (SAT).

### GENERAL REQUIREMENTS:

1. Prospective Contractor must prove beyond any doubt to the City Purchasing Administrator that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.
2. Contractors' facilities and equipment may be a determining factor in making the bid award. All Contractors may be subject to inspection of their facilities and equipment.
3. Contractor shall have all required insurance such as workers compensation, property and auto liability with limits as shown herein and hold all proper and current licenses and bonds. In addition, the contractor is responsible for obtaining all required permits and inspections as required by the Department of Building Inspection and Texas state ordinances.
4. The Contractor shall supply all labor, materials, transportation, and tools necessary for the proper execution and completion of the work; and shall perform in the best and most workmanlike manner the complete installation and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with the contract documents. Contractor shall provide full time supervision and properly skilled craftsmen to perform the work required under this bid invitation.
5. The brand names and numbers, features and specifications contained in this bid are for descriptive purposes only and are intended to reflect a level of quality and capability desired. They are not intended to limit competition and vendors are encouraged to submit bids on comparable models that possess the same quality and capability specified.
6. The Contractor shall confine his operations and workforce to the space allowed by law and as allotted by the City. The contractor at his expense shall protect and be responsible for any damage to adjacent property, etc.
7. The Contractor shall furnish and pay for all means of removing all trash and debris generated by this work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the surrounding areas. Upon completion of the work, the area shall be left clean and free of any and all trash, scraps, cartons, etc.
8. Contractor to provide Project Management with leadership and direction throughout entire project lifecycle.

9. Contractor to provide system documentation and schematics (as-builts).

a. System documentation must, at a minimum, provide basic troubleshooting procedures.

10. Contractor to include all networking/infrastructure requirements.

11. Contractor to provide an optional Extended Service Agreement that includes, but not limited to: 24 hour, 7 days a week, 365 days a year support for all software and hardware. The Extended Service Agreement should explain in detail what services and features are included in the support plan.

12. **QUESTIONS/ADDENDA:** If any person or company contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the Purchasing & General Services Department **on or before seven calendar days** prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Questions may be directed to Amanda Alvarado, Sr. Procurement Specialist, amanda.alvarado@sanantonio.gov. Any interpretation of the bid, if made, will be made only by Addenda. All such addenda shall become part of the contract and all bidders shall be bound by such addenda. Bidder understands and agrees that Bidder is responsible for obtaining addenda and adhering to all requirements in the addenda. City is not responsible for incorrect information obtained through other sources.

13. **INVOICING:** Invoices must be submitted within 30 days after delivery. An **original** invoice shall be mailed to General Accounting , P.O. Box 839976, San Antonio, Texas 78283 and a **copy** of the invoice shall be mailed to Aviation, ATTN: Ryan Rocha, 9800 Airport Blvd., San Antonio, Texas 78216. Failure to submit invoices within 30 days or to provide a signed delivery ticket may result in delay or rejection of payment.

14. Award shall be to one firm only.

#### PRODUCT SPECIFICATIONS:

A. Functional Operation of Driving Simulator: Driving Simulator to be a high fidelity driving simulator designed to provide SAT drivers training solutions by use of scenarios in a simulated airport environment. Driving exercises can be self guided or controlled by an instructor. System should teach vehicle operators to:

- a. Recognize airport grounds, at any time of day, in varying weather and traffic conditions.
- b. Recognize and understand signage and markings specific to airports that are necessary for the safe and orderly movement of vehicles and aircraft.
- c. Understand which airport operations require clearance/approval or coordination and those that do not.
- d. Develop an increased sense of situational awareness to avoid potentially dangerous situations, and Coordinate activities with other vehicles (aircraft and ground vehicles) through communications with the tower/ground and/or ramp controllers and/or other members of their crew.
- e. Coordinate vehicles movements in the movement area with Air Traffic Control (ATC) through communications with the tower, ground and/or ramp controllers.

B. Product Features: System to include, but not limited to:

- a. Student Operator Position - The student driver position provides the students a way to interact with the simulator. The standard driver position includes all of the components necessary for the student to drive and function in the simulation. For example, force feedback steering wheel and foot pedals. It is preferred to have three (3) dedicated visual channels providing a 135° Out-The-Window (OTW) field of view (FOV).
- b. Instructor Operator Station - allows the instructor to create, monitor, and interact with student training exercises.
- c. Visual Database – 3D simulation of SAT's Airport Operations Area (AOA). Designed to emulate the signage, movement area markings, Surface Movement Guidance and Control System (SMGCS) markings, airport lighting, wind sensors, RVR equipment, Instrument Landing Systems (ILS), and other elements that are required by the airport for *Part 139 certification*. These elements may be altered in the scenario to indicate an inoperative state or state of disrepair.
- d. Simulation Software -- 3D visual database to accurately portray a real-world airport environment for student driving exercises.
- e. Scenario Generator -- must have scenario generator software that allows the instructor to custom build new scenarios for use in training.
- f. Single Platform Consolidation – multiple vehicles able to interact with the same scenario.
- g. Audio System - Console to contain a sound system that simulates typical airport background noises.
- h. Lighting System – realistic lighting effects to simulate airport operations in all lighting conditions – day, night, low visibility, etc.
- i. Simulated Weather – weather effects to include, but not limited to, fog, snow, rain and ice.
- j. Visual Scene – to include moving aircraft and ground vehicles.
- k. Communication Systems – realistic communications between scenario participants and the instructor.
- l. Moving Models – Ground Vehicle Models. Realistic simulation of different vehicles such as fuel trucks, airport mowers, construction vehicles, etc. Minimum of 20 different types of vehicles. Vehicles are chosen by the City of San Antonio – Aviation Department.
- m. Aircraft Models – used to simulate gate, pushback, taxi route, runway landing, etc. Minimum of 20 different types of aircraft. Aircraft are chosen by the City of San Antonio – Aviation Department.
- n. Training – Basic Operator and Maintenance Training Course, Scenario Development Training Course and at least one (1) complete set of Training Manuals per site with an electronic version (CD-ROM).
- o. Warranty – A minimum one-year warranty on all hardware and software must be included.

INSURANCE:

- A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's *Aviation* Department, which shall be clearly labeled *Driving Simulator* in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's *Aviation* Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.
- B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.
- C) A Respondent's financial integrity is of interest to the City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by the City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A-(VII), in the following types and for an amount not less than the amount listed below:

| TYPE   | AMOUNTS   |
|--|---|
| 1. Workers' Compensation<br>2. Employers' Liability  | Statutory<br>\$1,000,000/\$1,000,000/\$1,000,000  |
| 3. Commercial General Liability (Broad Form ) Insurance to include coverage for the following:<br>a. Premises operations<br>b. Independent Contractors<br>c. Products/completed operations<br>d. Personal Injury<br>e. Contractual Liability | For Bodily Injury and Property Damage of \$1,000,000 per occurrence;<br>\$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage |
| 3. Business Automobile Liability<br>a. Owned/leased vehicles<br>b. Non-owned vehicles  | Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence   |

|   |  |
|---|--|
| c. Hired Vehicles                               |  |
| 4. Professional Liability<br>(Claims Made Form) | \$1,000,000 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error or omission in professional services. |

D) The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, 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). Respondent 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. Respondent shall pay any costs incurred resulting from said changes.

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the 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 the City is an additional insured shown on the policy;
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

F) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent'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.

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

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

- I) It is agreed that Respondent's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- J) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- K) Respondent and any Subcontractors are responsible for all damage to their own equipment and/or property.

### PRICE SCHEDULE

| <u>ITEM</u>           | <u>QUANTITY</u> | <u>DESCRIPTION</u>   | <u>Unit Price</u> | <u>Total Price</u>   |
|-----------------------|-----------------|--|-------------------|----------------------|
| 1                     | 2 Each          | Turn-key Interactive Driving Simulator System                      | \$ <u>n/a</u>     | \$ <u>104,950</u>    |
| 2                     | 1 Each          | <b>*Optional:</b> Additional Turn-key Driving Simulator System     | \$ <u>27,145</u>  | \$ <u>27,145***</u>  |
| 3                     | 1 Each          | **Visual Database – see below for further description              | \$ <u>42,319</u>  | \$ <u>42,319</u>     |
| 4                     | 1 Each          | <b>*Optional:</b> Extended Support Agreement (for item 1 only)**** | \$ <u>n/a</u>     | \$ <u>14,160****</u> |
| <b>Grand Total \$</b> |                 |  |                   | <u>188,574</u>       |

Make & Model:

Adacel Flightline Driving Simulator (AFDS)

Labor Warranty (in years): one (1) year

Materials Warranty (in years): one (1) year

Extended Support Agreement (in years): one (1) year

Delivery in eight (8)\*\*\*\*\* Months (Circle one)

\*Optional – purchase dependent upon budget.

\*\*Visual Database – Comprehensive visual database for SAT that contains elements of Part 139 - airport markings, signage, taxiways, runways, airfield lighting, navigational aides, etc.

**\*\*\* Optional AFDS systems must be purchased and delivered in conjunction with the initial two systems (ITEM 1) or additional costs will incur.**

\*\*\*\*Price quoted is for extended support of the first two (2) systems only (ITEM 1). If additional AFDS systems are purchased, an extra cost of \$3,300 per system will be incurred.

\*\*\*\*\* Adacel will deliver, install and test the purchased AFDS systems within eight (8) months from the City of San Antonio's delivery to Adacel the required signage, marking and lighting information outlined in Section 6.2 of the Commercial Offer submitted with this IFB.

**Statement:**

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

**IMPORTANT MAILING INSTRUCTIONS:**

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

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

**MARK ENVELOPE:** FORMAL BID FOR DRIVING SIMULATOR  
BIDS TO BE OPENED: 2:00 P.M., JULY 27, 2009  
BID NO. 09-110

**REMARKS:**

## City of San Antonio Bid Tabulation

| Opened: July 27, 2009             |   | Adacel Systems, Inc.        |  |
|-----------------------------------|---|-----------------------------|--|
| For: Flightline Driving Simulator |   | 5945 Hazeltine National Dr. |  |
| 09-110                            |   | AA                          | Orlando,<br>FL 32822<br>407-581-1533       |
| Item                              | Description                                   | Quantity                    |  |
| 1                                 | Turn-key Interactive Driving Simulator System | 2                           | \$104,950.00                               |
|                                   | Make & Model                                  |                             | Adacel Flightline Driving Simulator (AFDS) |
| 2                                 | Deleted                                       |                             |  |
| 3                                 | Visual Database                               | 1                           | \$42,319.00                                |
| 4                                 | <b>Optional:</b> Extended Support Agreement   | 1                           | \$14,160.00                                |
|                                   | Delivery                                      |                             | 8 Months                                   |
|                                   | Estimated Total                               |                             | \$161,429.00                               |
|                                   | <b>Estimated Total Award</b>                  |                             | <b>\$161,429.00</b>                        |

Deleted: Item 2 - Optional System



# CITY OF SAN ANTONIO

P.O. Box 839966  
SAN ANTONIO, TEXAS 78283-3966

## ADDENDUM I

SUBJECT: Invitation for Bid 09-110 Driving Simulator, Scheduled to Open July 27, 2009; Date of Issue. July 09, 2009.

FROM: Paul J. Calapa, Purchasing Administrator

DATE: July 21, 2009

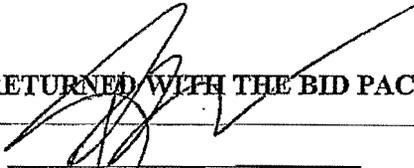
This notice shall serve as Addendum No. I to the above-referenced Formal Invitation for Bid and shall become part of the original Bid package and must be returned with bid on or before the due date.

### THE ABOVE MENTIONED INVITATION FOR BID IS HEREBY AMENDED AS FOLLOWS:

Page 11 of 17, paragraph 13, should read:

7. INVOICING: An original invoice shall be mailed to General Accounting , P.O. Box 839976, San Antonio, Texas 78283 and a copy of the invoice shall be mailed to Aviation, ATTN: Ryan Rocha, 9800 Airport Blvd., San Antonio, Texas 78216. Invoice(s) shall be submitted within 30 days of completion of system installation and training of City's personnel.

**\*\*THIS ADDENDUM MUST BE SIGNED AND RETURNED WITH THE BID PACKAGE\*\***

  
\_\_\_\_\_  
Paul J. Calapa  
Purchasing & Contract Administrator  
Purchasing & General Services Department

Date July 22, 2009

Company Name Adacel Systems, Inc.

Address 5945 Hazel Line National Dr.

City/State/Zip Code Orlando, FL 32822

Vicki Lockard

Signature