LOC
12/4/14
Item No. 4

AN ORDINANCE 2014-12-04-0937

ACCEPTING AN OFFER FROM WESCAM, INC. D/B/A L-3 WESCAM TO PURCHASE AN AIRBORNE COLOR/INFRARED IMAGING CAMERA TO CONDUCT SEARCHES FOR MISSING PERSONS, SUSPECTS, EVIDENCE AND EQUIPMENT FOR SAPD FOR AN AMOUNT NOT TO EXCEED $267,768.00, OF WHICH $261,599.96 WILL BE FUNDED FROM THE 2013 STATE HOMELAND SECURITY PROGRAM GRANT AND $6,168.04 WILL BE FUNDED FROM THE 2014 URBAN AREA SECURITY INITITIVE GRANT.

* * * * *

WHEREAS, an offer was submitted by Wescam, Inc. d/b/a L-3 Wescam to provide the City of San Antonio Police Department with an airborne color/infrared imaging camera to conduct searches for missing persons, suspects, evidence and equipment for SAPD for a total cost of $267,768.00; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(2), which provides for a procurement necessary to protect the public health or safety;

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

SECTION 1. The offer submitted by Wescam, Inc. to provide the City of San Antonio Police Department with an airborne color/infrared imaging camera to conduct searches for missing persons, suspects, evidence and equipment for SAPD for a total cost of $267,768.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Fund 2606520024, entitled "2013 SHSP", and Internal Order 120000000107 are hereby designated for use in the accounting for the fiscal transaction in authorization of this contract. The sum of $267,768.00 is hereby appropriated in the above designated fund and internal order and will be disbursed from GL 5501055. Payment is authorized to Wescam, Inc. d/b/a L-3 Wescam upon issuance of a Purchase Order.

SECTION 3. 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 4. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 4th day of December, 2014.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**4 (in consent vote: 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15A, 15B, 16A, 16B, 16C, 16D, 16E, 17, 18, 19, 20, 21, 22A, 22B, 23, 24, 26, 27, 28, 30, 31, 33, 34)**
Date:	12/04/2014
Time:	09:28:18 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting an offer from Wescam, Inc. d/b/a L-3 Wescam to purchase an Airborne Color/Infrared Imaging Camera to conduct searches for missing persons, suspects, evidence and equipment for SAPD for an amount not to exceed $267,768.00, of which $261,599.96 will be funded from the 2013 State Homeland Security Program Grant and $6,168.04 will be funded from the 2014 Urban Area Security Initiative Grant. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

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

EXHIBIT I

INTEGRATION AGREEMENT FOR SAPD AIRBORNE CAMERA

REQUEST FOR OFFER ("RFO") NO.: 6100005179

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), by and through its Director of Finance or said Director's designee, and Wescam Inc. d/b/a L-3 Wescam ("Wescam"), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

a. This Integration Agreement;
b. City's RFO No.: 6100005179, including all attachments and addendums thereto; and
c. Wescam's Response 13-04367-9, dated 10/3/14, including pricing.

2.0 AMENDMENTS TO TERMS AND CONDITIONS. Notwithstanding anything contained in the Wescam proposal, or the City's RFO, the following terms and conditions shall apply to this contract:

2.1 Price Validity. Prices shall remain firm for the duration of the contract.

2.2 Payment Terms. City's RFO reflects the requirements of the Texas Prompt Payment Act and shall prevail over any payment terms stated in Wescam's proposal.

2.3 Parties acknowledge that the contract documents, including pricing are public records, in accordance with the Texas Public Information Act, and shall not be deemed confidential or proprietary by either party. Wescam acknowledges that the City, as a governmental entity, is subject to the Texas Public Information Act and agrees that any disclosures of the contract documents shall not constitute a breach hereof.

3.0 ENTIRE AGREEMENT

This Agreement, together with its 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 Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

City of San Antonio	**Wescam Inc. d/b/a L-3 Wescam**
Print Name: Norbert Dziuk	Print Name: Brian Dyck
Title: Assistant to the Director	Title: Director, Contracts
Date:	Date: 14 October 2014

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100005179

SAPD - HELICOPTER AIRBORNE CAMERA

Date Issued: OCTOBER 3, 2014

RESPONSES MUST BE RECEIVED **NO LATER** THAN:
10:00 AM CT OCTOBER 10, 2014

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 Division
Finance Department
City of San Antonio
111 Soledad, Fifth Floor, Suite 500
San Antonio, TX 78205

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

For Hard Copy Submissions, Mark Envelope

"SAPD - HELICOPTER AIRBORNE CAMERA"

Offer Due Date: 10:00 A.M. CT, OCTOBER 10, 2014

RFO No.: 6100005179

Offeror's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: NA 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** at NA at NA.

Staff Contact Person: MONA BOUBEL, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966
Email: MONA.BOUBEL@SANANTONIO.GOV

SBEDA Contact Information: , ,

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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 following specification is for the purchase of MX-10 EO/IR Laser Imaging System for the San Antonio Police Department (SAPD). Shipping/freight fee to locations shall be included in quoted price. This equipment is intended for use by the SAPD. Please note that the specifications listed below are for specific items. No alternate item will be considered.

Description of Items:

1. **MX-10. WESCAM™ MX-10**

   - Precision stabilized gimbal with inertial measurement unit (IMU) inside
   - Integrated electronics unit, HD digital and analog video output
   - Daylight color camera HD with a minimum of 1280x720, with 30x optical and upto 120x digital zoom
   - Both automatic and manual focus capability on all cameras
   - 4-axis gimbal stabilization for a rotary wing stabilization of 15-20 microradians
   - Minimum of 3 digital and 4 analog simultaneous video outputs
   - Interface capability with MetaMap moving map, SX-5 and SLASS search light slave and video downlink
   - Multi Sensor Payload:
     1) Thermal imager, cooled MWIR, SD 640 x 512 pixel, step zoom
     2) HD color imager, 5 megapixel, continuous zoom
   - Advanced real-time image processing on all sensors
   - Hand Controller Unit (HCU), backlit, NVG compatible, with 1.8m (6') cord, bracket and shipping case
   - Transit Case
   - Operator manual
   - 24 months or 1000 hrs warranty, whichever come first
   - Turret paint color: black or white semi-gloss (FED-STD-595C, Color Code 27038)

   Quantity 1 each

2. **MX-GEO-GPS-10. MX-GEO with internal GPS**
   - Geo-referenced target location
   - GPS includes antenna and embedded receiver

   Quantity 1 each

3. **MX-SLIF-10. Searchlight interface**
   - Slave a searchlight to turret's line-of-sight
   - Supported on RS-422 port

   Quantity 1 each

4. **MX-MMIF-10. Moving map interface**
   - Requires purchase of MX-GEO

   Quantity 1 each

5. **STCK-MX10. Straight-Through Cable Kit**
   - Turret Power cable
   - Signal / Hand Controller Cable
   - Video Out Cable

   Quantity 1 each

Description of optional items:

6. **LLC-MX10.** Lowlight imager, EMCCD, 640 x 480 pixel, dual channel with HD color imager

   Quantity 1 each

7. **IMAGE-BLEND-10. Image blending**
   - Blend IR and EO imagery

   Quantity 1 each

MANUALS: Successful bidder shall provide an eLearning demo license for our Operation and Organizational Maintenance Course that describes, in detail, the proper operation and maintenance of the equipment furnished under this Request For Offer (RFO).

DELIVERY: All deliveries are to be made to :
Office of Emergency Management
Rachelle Littlefield (210) 388-6122
8130 Inner Circle Dr
San Antonio, TX 78235

SHIPPING: All prices shall be quoted F.O.B Destination, freight prepaid. City of San Antonio reserves the right to increase or decrease quantity of units purchased. Additional units may be purchased on an "as needed" basis.

ADDITIONAL INFORMATION: Questions regarding this Invitation for Bid should be directed to Mona Boubel, Procurement Specialist II by email: mona.boubel@sanantonio.gov

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

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.

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.

All Or None Bid.

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

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the righ ts 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 – City of San Antonio Price Schedule
Attachment B – Non-Discrimination Ordinance Language
Attachment C – Supplemental Information Related to the State of Texas Conflict of Interest Requirement

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, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.

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

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

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

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 less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, 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, shall be effected by amendment, in writing, executed by both City and Vendor. 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-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

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

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

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

INDEMNIFICATION.

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

shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in 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.**

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. _____
Signer's Name _____
Name of Business _____
Street Address _____
City, State, Zip Code _____
Email Address _____
Telephone No. _____
Fax No. _____
City's Solicitation No. _____

_____
Signature of Person Authorized to Sign 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

ATTACHMENT A

PRICE SCHEDULE

ITEM 1	**MX-10. WESCAM™ MX-10**	
Description	Quantity	Net Unit Price
Manufacturer Name: _____ Product No.: _____ Warranty:_____(# of Years)	1 each	$
	TOTAL	***$***

ITEM 2	**MX-GEO-GPS-10. MX-GEO with internal GPS**	
Description	Quantity	Net Unit Price
Manufacturer Name: _____ Product No.: _____ Warranty:_____(# of Years)	1 each	$
	TOTAL	***$***

ITEM 3	**MX-SLIF-10. Searchlight interface**	
Description	Quantity	Net Unit Price
Manufacturer Name: _____ Product No.: _____ Warranty:_____(# of Years)	1 each	$
	TOTAL	***$***

ITEM 4	MX-MMIF-10. Moving map interface	
Description	Quantity	Net Unit Price
Manufacturer Name: _____ Product No.: _____ Warranty:_____(# of Years)	1 each	$
	TOTAL	*$*

ITEM 5	STCK-MX10. Straight-Through Cable Kit	
Description	Quantity	Net Unit Price
Manufacturer Name: _____ Product No.: _____ Warranty:_____(# of Years)	1 each	$
	TOTAL	*$*

OPTIONAL ITEM 6	LLC-MX10. Lowlight imager, EMCCD, 640 x 480 pixel, dual channel with HD color imager	
Description	Quantity	Net Unit Price
Manufacturer Name: _____ Product No.: _____ Warranty:_____(# of Years)	1 each	$
	TOTAL	*$*

OPTIONAL ITEM 7	IMAGE-BLEND-10. Image blending	
Description	Quantity	Net Unit Price
Manufacturer Name: _____ Product No.: _____ Warranty:_____(# of Years)	1 each	$
	TOTAL	***$***

Please complete the following:

Prompt Payment Discount:_____%_____days.

Delivery shall be made within_____calendar days after receipt of order.

RFx Number 6100005179 Smart Number SAPD - Helicopter Airborne Camera-RFO-MB Type Request for offer Status Published Created On 10/03/2014 08:46:05 Created By MONA F BOUSEL Time Zone CST Number of Suppliers 1 Number of Items 7
Version Number 2 Version Type Active Version External Version Number 1

Edit | Close | Refresh | Copy | Check | Close Rfx | Responses and Awards | Create Follow-on RFx | Convert to Auction | Export | Print Preview | Questions And Answers (0)

Related Links

RFx Information | Bidders | Items | Notes and Attachments | Weights and Scores | Approval | Tracking

RFx Parameters | Questions | Notes and Attachments | Bidder Extensions | Approvers | Synopsis | User-Specified Dates

Identification

Smart Number: SAPD - Helicopter Airborne Ca
☑ Smart Number is External
RFx Type: Request for offer
Product Category: 03528 CAMERAS & ACC, AERIA
Publication Type: Restricted RFx

Organization

Purchasing Organization: City of San Antonio
Purchasing Group: PS0703 (Vacant) Show Members

Dates

Start Date: 00:00:00
Submission Deadline: * 10/10/2014 10:00:00
Opening Date: * 10/10/2014 10:01:00

End of Binding Period:

Event Parameters

Currency: USD
Target Value: 0.00 USD
Detailed Price Information: Simple Price
Follow On Document: Purchase Order or Contract
RFx Respondent Can Change RFx Responses: ☑
Allow Multiple RFx Responses per Company: ☑
Display Weighting to RFx Respondents: ☐

Remaining Time: 0 Days 00:00:00 | Smart Number SAPD - Helicopter Airborne Camera-RFO-MB Type Request for offer Status Published Number of Suppliers 1 RFx Number 6100005179

Close | Print Preview | Refresh | Create Follow-on RFx | Export | Questions and Answers (0) | Synopsis

Response Editor | Response Comparison

Details | Change | Response On Behalf | Return Responses | Contract Mass Update

Response Number	Response Status	Company Name	Bidder Name	Intent	Response Version	Last Changed on	Response on Behalf
7000005552	Submitted	WESCAM INC	Brian Dyck	◇	1	10/09/2014	

Display Response : 7000005552

RFx Response Number 7000005552 RFx Number 6100005179 RFx Name SAPD - Helicopter Airborne Camera-RFO-MB Status Submitted Supplier Name WESCAM INC Total Value 307,782.00 USD

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

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

Supplied Data | Notes and Attachments | Questions | Requests

Basic Data

Bidder Contact Information

Supplier Name: WESCAM INC
Contact Person Name: Brian Dyck
E-Mail: brian.dyck@L-3com.com
Fax:
Phone: 905-633-4064

Event Parameters

Process Type: QUOT
Currency: United States Dollar
Detailed Price Information: Simple Price
Follow-On Document: Purchase Order or Contract
Net Value of Header Items: 307,782.00 USD

Organization

Responsible Purchasing Organization: O 60000103 City of San Antonio
Responsible Purchasing Group: O 60014157 PS0703 (Vacant)

RFx Response Information

Last Changed on: 10/09/2014 12:01:25 CST
Last Changed by: Mr. Brian Dyck
Creation Date: 10/09/2014 12:01:25 CST
Created by: Mr. Brian Dyck

Pricing Arrangement:
Ceiling Amount
Pricing Arrangement
Service and Delivery

Status and Statistics

Created on: 10/09/2014 12:01:25 CST
Created by: Mr. Brian Dyck
Last Processed on: 10/09/2014 12:01:25 CST
Last Processed by: Mr. Brian Dyck

RFx Response Number 7000005552 RFx Number 6100005179 RFx Name SAPD - Helicopter Airborne Camera-RFO-MB Status Submitted Supplier Name WESCAM INC Total Value 307,782.00 USD

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

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

Item Overview

Details | Add New | Add Subline | Copy | Paste | Delete | Calculate Values

Line Number	Descriptor	Item Type	Product ID	Product Category	Product Category Descriptor	Required Quantity	Submitted Quantity	Unit	Price	Currency	Price Per	Delivery Date	Total Value	RFx / Response	RFx / Response
0001	MX-10, WESCAM MX-10	Material		03528	CAMERAS & ACC, AERIA	1.00	1.00	EA	225,349.00	USD	1	On 11/28/2014	225,349.00	0/ 0	0/ 0
0002	MX-GEO-GPS-10, MX-GEO with internal GPS	Material		03528	CAMERAS & ACC, AERIA	1.00	1.00	EA	14,820.00	USD	1	On 11/28/2014	14,820.00	0/ 0	0/ 0
0003	MX-SLIF-10, Searchlight interface	Material		03528	CAMERAS & ACC, AERIA	1.00	1.00	EA	7,040.00	USD	1	On 11/28/2014	7,040.00	0/ 0	0/ 0
0004	MX-MMF-10, Moving map interface	Material		03528	CAMERAS & ACC, AERIA	1.00	1.00	EA	7,040.00	USD	1	On 11/28/2014	7,040.00	0/ 0	0/ 0
0005	STCX-MX10, Straight-Through Cable Kit	Material		03528	CAMERAS & ACC, AERIA	1.00	1.00	EA	12,968.00	USD	1	On 11/28/2014	12,968.00	0/ 0	0/ 0
0006	LLC-MX10-Lowlight imager,EMCCD,640x480	Material		03528	CAMERAS & ACC, AERIA	1.00	1.00	EA	25,935.00	USD	1	On 11/28/2014	25,935.00	0/ 0	0/ 0
0007	IMAGE-BLEND-10, Image blending	Material		03528	CAMERAS & ACC, AERIA	1.00	1.00	EA	14,079.00	USD	1	On 11/28/2014	14,079.00	0/ 0	0/ 0

RFx Response Number 7000005552 RFx Number 6100005179 RFx Name SAPD - Helicopter Airborne Camera-RFO-MB Status Submitted Supplier Name WESCAM INC Total Value 307,782.00 USD

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

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

Notes

Add | Clear

Filter Settings

Assigned To	Category	Text Preview
Position01*MX-10, WESCAM™ MX-10*	Notes & Remarks	The attachment is only to all items. Items 2, 3, 4, 6 and...

Attachments

Add Attachment | Edit Descriptions | Versioning | Delete | Create Qualification Profile

Filter Settings

Assigned To	Category	Description	File Name	Version	Processor	Visible Internally only	Checked Out	Type	Size (KB)	Changed By	Changed On
Position01*MX-10, WESCAM™ MX-10*	Standard Attachment	MX-10 PRICING	Pricing 13-04367-9 - SAPD.pdf	1			☐	pdf	547	V10020523	10/08/2014
Position01*MX-10, WESCAM™ MX-10*	Standard Attachment	COVER LETTER	Cover Letter 13-04367-9 - SAPD.pdf	1			☐	pdf	36	V10020523	10/08/2014
Position01*MX-10, WESCAM™ MX-10*	Standard Attachment	T AND C'S RESPONSE	T and Cs -13-04367-9 - SAPD.pdf	1			☐	pdf	522	V10020523	10/08/2014
Position01*MX-10, WESCAM™ MX-10*	Standard Attachment	BID SIGNATURE	Signature page 13-04367-9 - SAPD.pdf	1			☐	pdf	30	V10020523	10/08/2014

RFx Response Number 7000005552 RFx Number 6100005179 RFx Name SAPD - Helicopter Airborne Camera-RFO-MB Status Submitted Supplier Name WESCAM INC Total Value 307,782.00 USD

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

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

Status

System Status

Created > Complete > Bid submitted

RFx Attachment Versions | RFx Versions

RFx Versions Overview

Detail | Compare

Version	Document/Version Type	Created On	Changed On	Document Name
1	Active Document	10/08/2014 12:31:25	10/08/2014 12:31:25	

Change Documents

ATTACHMENT B
NON-DISCRIMINATION ORDINANCE LANGUAGE

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

ATTACHMENT C
SUPPLEMENTAL INFORMATION RELATED TO THE STATE OF TEXAS CONFLICT OF INTEREST REQUIREMENT

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:
http://www.ethics.state.tx.us/forms/CIQ.pdf
In addition, please complete the City's Addendum to the Form CIQ (Form CIQ-A) and submit it with the Form CIQ to the Office of the City Clerk. The City's Addendum to the Form CIQ can be found at:
http://www.sanantonio.gov/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf

007 - SIGNATURE PAGE

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

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's 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;

Bidder is in good standing with the Texas State Comptroller's Office; and to the best of his/her knowledge, all information is true and correct.

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

Bidder Information

Please Print or Type

Vendor ID No.	10038487
Signer's Name	Sarah K. Pastene
Name of Business	Wescam Inc. (d/b/a L-3 Wescam)
Street Address	649 North Service Rd. West
City, State, Zip Code	Burlington, Ontario Canada L7P 5B9
Email Address	Sarah.Pastene@L-3com.com
Telephone No.	707 477-0124
Fax No.	905 633-4100
City's Solicitation No.	6100005179

Sarah K. Pastene

Signature of Person Authorized to Sign Bid

WESCAM
649 North Service Rd. W.
Burlington, Ontario Canada L7P 5B9
905-633-4000 Fax: 905-633-4100
www.wescam.com

8 October, 2014

***Proposal Submission via the City of San Antonio Supplier Portal**

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

Reference: FORMAL INVITATION FOR BID ("IFB") NO.: 6100004681
SAPD - HELICOPTER AIRBORNE CAMERA / Date Issued: JUNE 25, 2014
UPDATED - FORMAL INVITATION FOR BID ("IFB") NO.: 6100004929
SAPD - HELICOPTER AIRBORNE CAMERA / Date Issued: August 5, 2014
UPDATED - REQUEST FOR OFFER ("RFO") NO.: 6100005179
SAPD - HELICOPTER AIRBORNE CAMERA / Date Issued: October 3, 2014

Subject: **Wescam Bid 13-04367-9 for MX-10 EO/IR System**

This submission provides pricing for a WESCAM™ MX-10 EO/IR Sensor System supporting the referenced Request for Offer ("RFO") NO.: 6100005179.

This revised proposal mirrors our previous submission (proposal 13-04367-8) submitted to the City of San Antonio on August 28, 2014, for the exception of section *b. 13-04367-9 - 005 and 006 - Terms Response Matrix - SAPD – 141008* which now includes updated responses to the City of San Antonio terms.

The **WESCAM™ MX-10** continues the evolution of our MX product line by delivering big performance in a small package that incorporates all electronics inside the turret (no separate electronics box) to deliver unmatched IR, EO and night-time imagery.

Included in this MX-10 proposal submission are the following sections:

- 005 and 006 - Terms Response Matrix - *updated*
- 007 - Signature Page – *no change from previous proposal submission*
- 009 - Attachment A / Price Schedule - *no change from previous proposal submission*

Our Sales Director, Ken Scarboro (707-477-0128) will be in contact with you to further discuss your requirements and the contents of this submission. Should you wish, please feel free to contact him directly.

Sincerely,

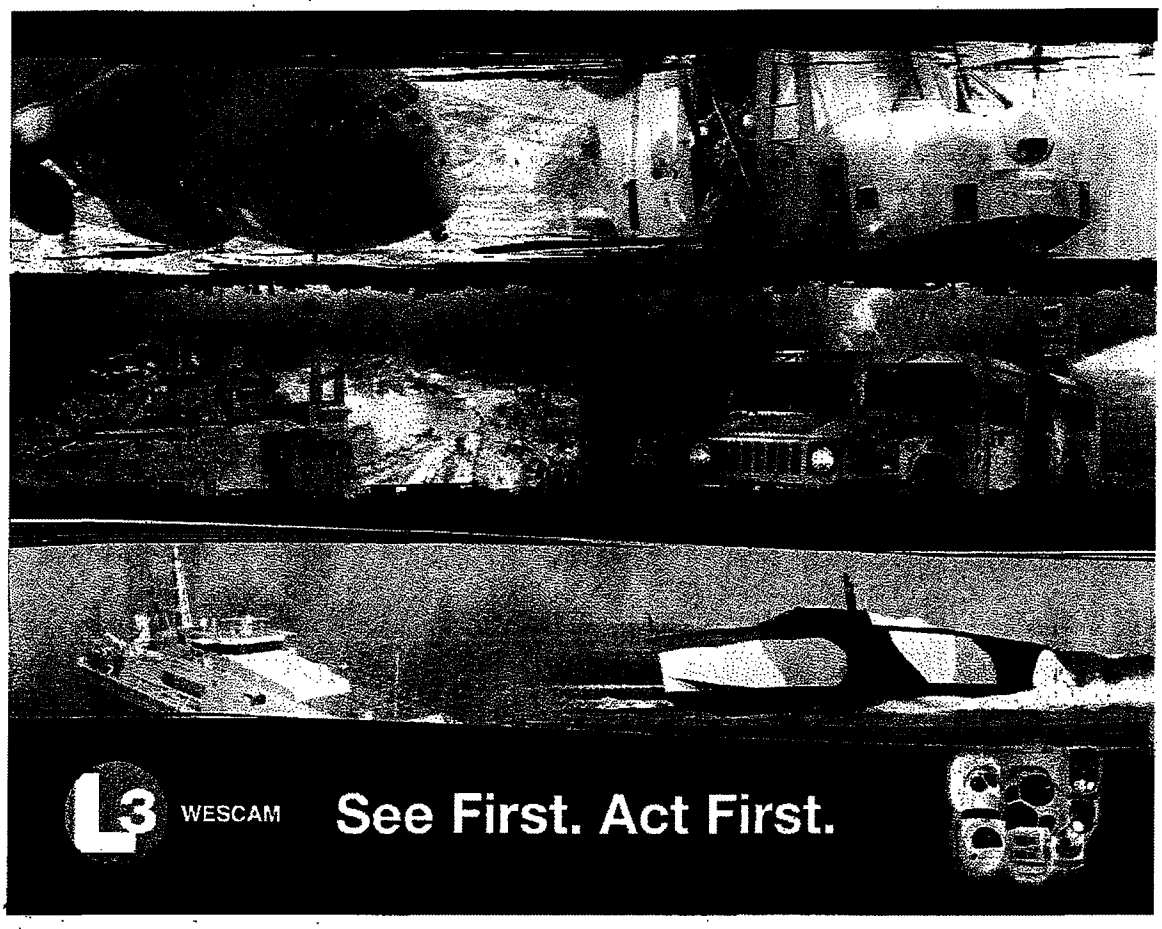
Sarah K. Pastene
Bids & Proposals Coordinator
L-3 WESCAM
Email: sarah.pastene@L-3com.com
Tel: 707-477-0124

c.c. Ken Scarboro, Sales Director, ALE Systems. Email: Ken.Scarboro@L-3com.com

ATTACHMENT A

Ref#:

- **009 – PRICING SCHEDULE**



This proposal includes data that shall not be disclosed outside the City of San Antonio and/or SAPD and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the City of San Antonio and/or SAPD shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City of San Antonio and/or SAPD's right to use information contained in this data if it is obtained from another source without restriction.

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PRICE SCHEDULE

ITEM 1	MX-10. WESCAM™ MX-10		
Description	Quantity (A)	Net Unit Price (B)	Extended Price (Quantity x Net Unit Price) (A * B)
Manufacturer Name: *see above* Product No.: *see above* Warranty: *ref T's & C's matrix* (# of Years)	1 each	$225,900	$225,900
*SHIPPING $750 INCLUDED IN MX10 PRICE		TOTAL	$225,900

ITEM 2	MX-GEO-GPS-10. MX-GEO with internal GPS		
Description	Quantity (A)	Net Unit Price (B)	Extended Price (Quantity x Net Unit Price) (A * B)
Manufacturer Name: *see above* Product No.: *see above* Warranty: *ref T's & C's matrix* (# of Years)	1 each	$14,820	$14,820
		TOTAL	$14,820

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ITEM 3	MX-SLIF-10. Searchlight interface		
Description	Quantity (A)	Net Unit Price (B)	Extended Price (Quantity x Net Unit Price) (A * B)
Manufacturer Name: *see above* **Product No.:** *see above* **Warranty:** *ref T's & C's matrix* (# of Years)	1 each	$7,040	$7,040
		TOTAL	$7,040

ITEM 4	MX-MMIF-10. Moving map interface		
Description	Quantity (A)	Net Unit Price (B)	Extended Price (Quantity x Net Unit Price) (A * B)
Manufacturer Name: *see above* **Product No.:** *see above* **Warranty:** *ref T's & C's matrix* (# of Years)	1 each	$7,040	$7,040
		TOTAL	$7,040

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ITEM 5	STCK-MX10. Straight-Through Cable Kit		
Description	Quantity (A)	Net Unit Price (B)	Extended Price (Quantity x Net Unit Price) (A * B)
Manufacturer Name: *see above* Product No.: *see above* Warranty: *ref T's & C's matrix* (# of Years)	1 each	$12,968	$12,968
		TOTAL	$12,968

OPTIONAL ITEM 6	LLC-MX10. Lowlight imager, EMCCD, 640 x 480 pixel, dual channel with HD color imager		
Description	Quantity (A)	Net Unit Price (B)	Extended Price (Quantity x Net Unit Price) (A * B)
Manufacturer Name: *see above* Product No.: *see above* Warranty: *ref T's & C's matrix* (# of Years)	1 each	$25,935	$25,935
		TOTAL	$25,935

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OPTIONAL ITEM 7	IMAGE-BLEND-10. Image blending		
Description	Quantity (A)	Net Unit Price (B)	Extended Price (Quantity x Net Unit Price) (A * B)
Manufacturer Name: *see above* **Product No.:** *see above* **Warranty:** *ref T's & C's matrix* (# of Years)	1 each	$14,079	$14,079
		TOTAL	$14,079

The following is not applicable to this MX-10 effort

Please complete the following:

Prompt Payment Discount: _____% _____days.

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

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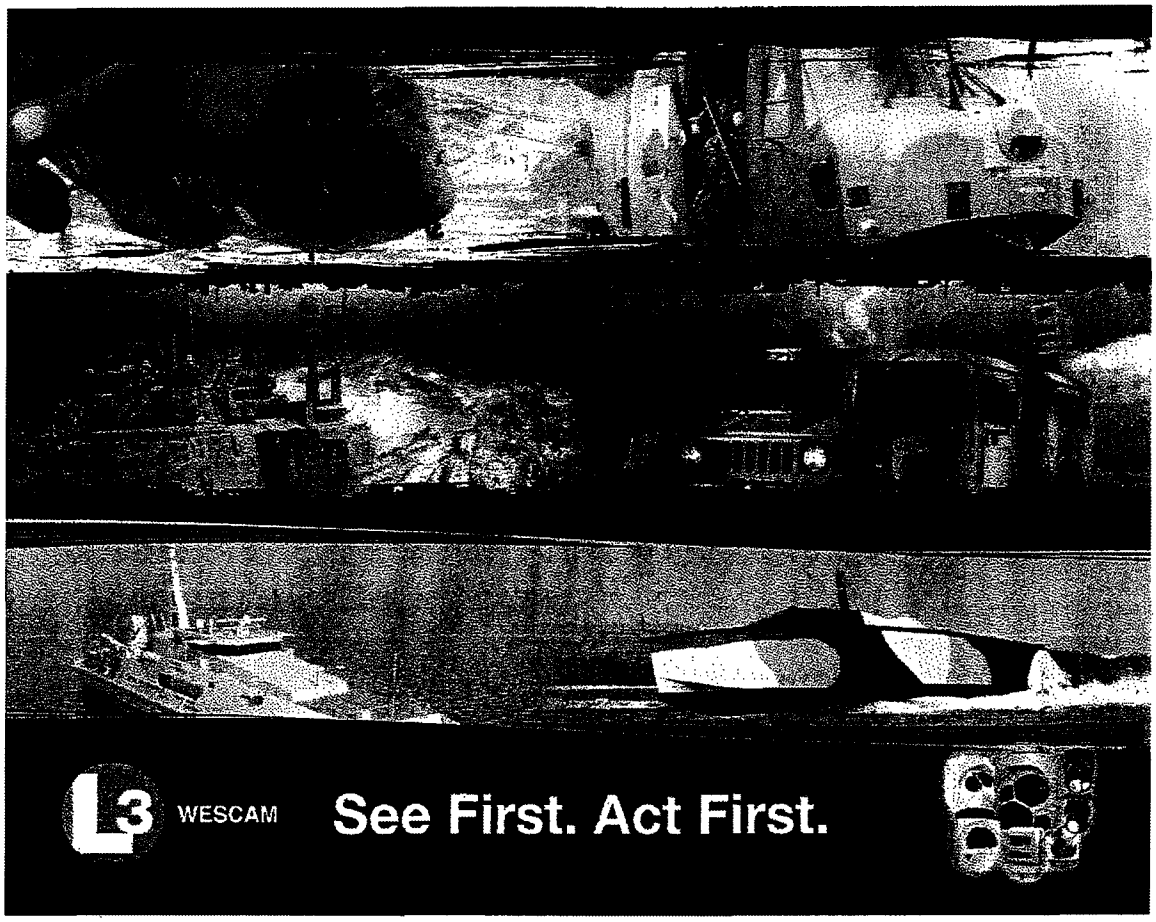
TERMS & CONDITIONS RESPONSE MATRIX

RFO NO.: 6100005179 Ref#:

- **005 - SUPPLEMENTAL TERMS & CONDITIONS Dated 10/3/14**
- **006 - GENERAL TERMS & CONDITIONS Dated 10/3/14**



This proposal includes data that shall not be disclosed outside the City of San Antonio and/or SAPD and shall not be duplicated, used, or disclosed – in whole or in part – for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of – or in connection with – the submission of this data, the City of San Antonio and/or SAPD shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit the City of San Antonio and/or SAPD's right to use information contained in this data if it is obtained from another source without restriction.

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005 - SUPPLEMENTAL TERMS & CONDITIONS	COMPLIANCE	COMMENTS
Original Contract Term.		
This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed $50,000. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.	Compliant	
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.	Compliant with note	Wescam's standard commercial warranty terms are included in this bid at the end of these terms and conditions. Our warranty period offered for this bid is 24 months from delivery or 1,000 hours of operation, whichever occurs first. The MX-10 system includes an Elapsed Time Indicator (ETI) to track system operation.
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.	Compliant	
All Or None Bid.	Noted	
City of San Antonio will make award to one vendor only.	Noted	
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:	Compliant	
Attachment A – City of San Antonio Price Schedule	Compliant	
Attachment B – Non-Discrimination Ordinance Language	Compliant	
Attachment C – Supplemental Information Related to the State of Texas Conflict of Interest Requirement	Compliant	

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006 - GENERAL TERMS & CONDITIONS	COMPLIANCE	COMMENTS
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.	Compliant	
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.	Compliant	
Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from City's list of eligible bidders.	Compliant	
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.	Compliant	
Acceptance by City. City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.	Compliant	
Testing. After award of contract, City may, at its sole option, test the product delivered to ensure it meets specifications. Initial testing shall be at City's expense. However, if the product does not to meet specifications, Vendor shall reimburse City for the costs of testing. City	Compliant with note	These are sophisticated optical devices and the testing steps and results should be mutually agreed.

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006 - GENERAL TERMS & CONDITIONS	COMPLIANCE	COMMENTS
may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.		
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.	Compliant	
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.	Compliant	
Payment by City.		
In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.	Compliant as noted	Wescam offer is based on payment terms of Net 30 days.
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.	Compliant	
The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount. City will not make partial payments on an invoice where there is a dispute.	Compliant	

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006 - GENERAL TERMS & CONDITIONS	COMPLIANCE	COMMENTS
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.	Compliant	
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.	Compliant	
Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. 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.	Compliant	
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.	Compliant	

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006 - GENERAL TERMS & CONDITIONS	COMPLIANCE	COMMENTS
Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.	Compliant	
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.	Compliant	
Termination by City may be effected by Director, without further action by the San Antonio City Council.	Compliant	
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.	Compliant	
INDEMNIFICATION.		
VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY directly or indirectly arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, it s officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW	Compliant	

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006 - GENERAL TERMS & CONDITIONS	COMPLIANCE	COMMENTS
AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold City harmless from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied.		
The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.	Compliant	
Assignment. Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void ab initio and shall confer no rights upon any third person.	Compliant	
Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.	Compliant with note	Clarification. Wescam's proprietary documents relating to this MX-10 product are pre-existing and shall remain under the intellectual property ownership of Wescam and will be delivered with appropriate proprietary legends and restrictions.
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	Compliant	

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006 - GENERAL TERMS & CONDITIONS	COMPLIANCE	COMMENTS
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, 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.	Compliant	
Vendor shall notify City, immediately, in the event Vendor receives any requests for information from a third party, which pertain to the Documents referenced herein. Vendor understands and agrees that City will process and handle all such requests.	Compliant	
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.	Compliant	
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.	Compliant	

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006 - GENERAL TERMS & CONDITIONS	COMPLIANCE	COMMENTS
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.	Compliant	
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.	Compliant	
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.	Compliant	
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	Compliant	

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006 - GENERAL TERMS & CONDITIONS	COMPLIANCE	COMMENTS
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.	Compliant	
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.	Compliant	
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.	Compliant	
Vendor Clauses		
WARRANTY - Vendor warrants to the City that all new equipment is free from defects in material and workmanship for a period of twenty-four (24) months from the date of shipment by Vendor or for 1,000 hours of operation, whichever occurs first. Vendor will repair or replace (at its option) any such device which is returned to the Vendor factory within the warranty	Vendor commercial warranty	Wescam's offer is based on these commercial warranty terms which exceed the minimum warranty period required by the RFO.

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006 - GENERAL TERMS & CONDITIONS	COMPLIANCE	COMMENTS
period. The liability of Vendor shall be limited to the repair or replacement of the device and shall not include installation, or any other charge or expense incurred. Vendor will pay for return freight to the City. This warranty shall not apply to any unit or part thereof which has been installed or used improperly; damaged by accident, misuse, or negligence; or altered or repaired in such a manner as to impair performance.		
Training Material License Vendor will provide the City with the agreed number of copies of training documents and related materials ("Training Materials") subject to the terms and conditions set forth in the Vendor proposal and under these license terms and conditions. The Training Materials are the proprietary information of Vendor, and Vendor owns all intellectual property rights in these Training Materials, including all copyrights and trade secrets associated therewith and all patents covering any of the technology disclosed therein. No title to the intellectual property in the Training Materials, or related materials is transferred to the City by this contract. Permitted Use: Vendor hereby grants to the City a personal, non-transferable and non-exclusive right to use the Training Materials and related materials, solely for agreed time and purposes related to the operation and maintenance of Vendor products that the City owns and operates. The license granted is restricted to the use of the Training Materials by the City, through its employees only, and solely for the above purpose. Restriction on Use: The City shall not: a) copy the Training Materials or any related materials for any purpose; b) assign this contract or transfer, sell, lease, re-export or grant a sublicense to the Training Materials; c) network the Training Materials or use it on Vendor products not owned or operated by the City without Vendor's prior written permission; d) use the Training Material and related materials to reverse engineer, decompile or disassemble any Vendor products; e) use or permit use of the Training Materials or related materials by any person in any way that would constitute a breach of this contract or applicable laws.	Vendor standard clause	Wescam's offer requires the inclusion of this provision to provide a limited 90-day commercial license to SAPD for the Wescam eLearning training material (to be provided at no additional cost).

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PROPOSAL SPECIFIC STANDARD TERMS AND CONDITIONS

1. **Currency** – *All Prices in 2014 United States Dollars (USD).*

2. **Shipping Point** – *Pricing is FOB destination.*

3. **Price Validity** – *Prices are valid through December 31st, 2014. Option pricing only valid with initial order.*

4. **Installation** – *On-site installation support consultation is available from Wescam on a time and material basis. Travel and living expenses are extra (charged at cost plus 15%).*

5. **Color** – *Unless otherwise stated, the standard turret color will be black semi-gloss (FED-STD-595C, color 27038). For non-standard color applications, consult factory for pricing and delivery lead time.*

6. **eLearning:** – *eLearning will be executed according to the attached Statement of Work (SOW)*

   The software is licensed, not sold. This agreement gives the customer limited rights to use the software. L-3 WESCAM reserves all other rights. The customer may use the software only as expressly permitted in this agreement. The customer may not:
   - *reverse engineer, decompile or disassemble the software,;*
   - *use components of the software to run applications not running on the software*
   - *make more copies of the software than specified in this agreement;*
   - *publish the software for others to copy;*
   - *rent, lease or lend the software; or*
   - *use the software for commercial software hosting services.*

   You may uninstall the software and install it on another device for your use. You may not do so to share this license between devices.

7. **Quantity Discounts** – *The following discounts apply for a single contract award of multiple systems for delivery within any 12-month period. These discounts have been reflected in the pricing supplied herewith:*

1 – 5: 0% discount	*6 – 10: 4.5% discount*	*11 – 20: 6% discount*
21 – 40: 9% discount	*41 – 75: 10.5%*	*76 – 100+: 12%*

8. **Delivery** – *Approximately 4 to 6 months after effective contract start date. Subsequent deliveries to be at a rate of up to one (1) system per month. Depending upon configuration and date of receipt of order, we may be able to provide an accelerated delivery. Consult Wescam prior to placement of Purchase Order to confirm delivery commitments. Note: This quotation may include an export controlled product or components, therefore, the actual delivery date is contingent upon the timely issuance of export licenses from the applicable government(s). Wescam reserves the right to confirm delivery lead times quoted if optionally quoted items are selected.*

9. **Warranty Period** – *Two (2) years or 1,000 hours of operation, whichever occurs first. System accessories purchased for resale will carry the original equipment manufacturer's warranty.*

10. **Payment Terms** – *40% down payment upon receipt of order, 60% by wire transfer against shipping documents.*

11. **Export License** – *Failure of the United States Government or the Government of Canada to issue any required export permits, or withdrawal/termination of a required export permit by the United States Government or the Government of Canada, shall relieve Wescam Inc. of its obligations without liability for any consequential losses.*

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