JK
9/10/2015
Item #6

AN ORDINANCE 2015-09-10-0763

ACCEPTING THE BID FROM DIGITAL DISPLAY SOLUTIONS, INC. TO PROVIDE THE AVIATION DEPARTMENT WITH AN AUDIO/VISUAL (A/V) EQUIPMENT UPGRADE FOR A TOTAL COST OF $115,383.21, FUNDED FROM THE AIRPORT OPERATING AND MAINTENANCE FUND.

* * * * *

WHEREAS, the San Antonio International Airport's Airport Emergency (AEC) Center is the hub of vital data and information during airport incidents and emergencies; and

WHEREAS, to ensure the reliability and functionality of the systems in the AEC, the Aviation Department must upgrade the system from analog to digital equipment to ensure reliable operation for the future; **NOW THEREFORE:**

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

SECTION 1. The bid from Digital Display Solutions, Inc., to provide the City of San Antonio Aviation Department with an audio/visual equipment upgrade for a total cost of $115,383.21, is hereby accepted. A copy of the response and bid tab is attached hereto and is incorporated by reference as **Attachment I**. The Director (or their designee) is authorized to execute the agreement and any related documents.

SECTION 2. Funding in the amount of $115,383.21 for this ordinance is available for Fund 51001000, Cost Center 3305040009 and General Ledger 5701050, as part of the Fiscal Year 2015 Budget.

SECTION 3. Payment not to exceed the budgeted amount is authorized to Digital Display Solutions, Inc. and should be encumbered with a purchase order.

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

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

JK
9/10/2015
Item #6

PASSED and APPROVED this 10th day of September, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

By:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	**6 (in consent vote: 5, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16A, 16B, 18, 19, 20)**
Date:	09/10/2015
Time:	11:25:20 AM
Vote Type:	Motion to Approve
Description:	An Ordinance accepting the bid from Digital Display Solutions, Inc. to provide the Aviation Department with an Audio/Visual (A/V) Equipment Upgrade for a total cost of $115,383.21, funded from the Airport Operating and Maintenance Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

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

CITY OF SAN ANTONIO

PURCHASING AND GENERAL SERVICES DEPARTMENT

FORMAL INVITATION FOR BID ("IFB") NO.: 6100005935

ANNUAL CONTRACT FOR AUDIO/VISUAL EQUIPMENT UPGRADE FOR AIRPORT EMERGENCY CENTER

Date Issued: JUNE 16, 2015

BIDS MUST BE RECEIVED **NO LATER** THAN:
2:00 PM CENTRAL TIME, JULY 13, 2015

Bids may be submitted by any of the following means:
Electronic submission through the Portal
Hard copy in person or by mail

Address for hard copy responses:

Physical Address:
City Clerk's Office
100 Military Plaza
2nd Floor, City Hall
San Antonio, Texas 78205

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

For Hard Copy Submissions, Mark Envelope

"AUDIO/VISUAL EQUIPMENT UPGRADE FOR AIRPORT EMERGENCY CENTER"

Bid Due Date: 2:00 p.m. Central Time, July 8, 2015

Bid No.: 6100005935

Bidder's Name and Address

Bid Bond: N/A Performance Bond: N/A Payment Bond: N/A Other: N/A

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative: DBE / ACDBE Requirements:

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

Pre-Submittal Conference * YES

* If YES, the Pre-Submittal conference will be held on JUNE 25, 2015 at 2:00 PM CENTRAL TIME at 9800 AIRPORT BLVD., AIRPORT EMERGENCY CENTER CONFERENCE ROOM. Please check-in at Terminal A – Mezzanine Reception Desk for escort to Conference Room.

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

SBEDA Contact Information: LISA BRICE, 210-207-3505, LISA.BRICE@SANANTONIO.GOV

ATTACHMENT I

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003 - INSTRUCTIONS FOR BIDDERS

Submission of Bids.

Submission of Hard Copy Bids. Submit one original bid, signed in ink, and two copies of the bid enclosed in a sealed envelope addressed to the City Clerk at the address and by the due date provided on the Cover Page. The name and address of Bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s). All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected.

Submission of Electronic Bids. Submit one bid electronically by the due date provided on the Cover Page. All times stated herein are Central Time. Any bid or modification received after the time and date stated on the Cover Page shall be rejected. All forms in this solicitation which require a signature must have a signature affixed thereto, either by manually signing the document, prior to scanning it and uploading it with your submission, or affixing it electronically.

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

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

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

Bidders must sign the Signature Page on hard copy bids and return the IFB document to City. For electronic bids, Bidder's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes.

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

Certified Vendor Registration Form. If Bidder has not completed City's Certified Vendor Registration (CVR) Form, Bidder is required to do so prior to the due date for submission of bids. The CVR form may be accessed at: http://www.sanantonio.gov/purchasing/. Bidders must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Bids. Alternate bids may be allowed at the sole discretion of City.

Hard Copy Alternate Bids. Alternate bids must be submitted in separate sealed envelopes in the same manner as submission of other bids. Alternate bids must be marked consecutively on the envelope as Alternate Bid No. 1, 2, etc. Failure to submit alternate bids in separate envelopes may result in rejection of a bid.

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

Catalog Pricing. (This section applies to bids using catalog pricing.)

The bid will be based on manufacturer's latest dated price list(s). Said price list(s) must denote the manufacturer, latest effective date and price schedule.

Bidders shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which a bid is submitted. Bidder shall provide said catalog at the time of submission of its bid. Manufacturers' catalogs may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for bids submitted electronically.

Bidders may submit price lists other than the manufacturer's price list. Said price list(s) must denote the company name, effective date and price schedule. These price lists are subject to approval of City Purchasing & General Services Department.

Specified items identified herein, if any, are for overall bid evaluation and represent the commonly and most used items. Net prices entered for those specified items must reflect the actual price derived from quoted price list less all discounts offered.

Restrictions on Communication.

Bidders are prohibited from communicating with: 1) elected City officials and their staff regarding the IFB or bids from the time the IFB has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the IFB has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the IFB and/or bid submitted by Bidder. Violation of this provision by Bidder and/or its agent may lead to disqualification of Bidder's bid from consideration.

Exceptions to the restrictions on communication with City employees include:

Bidders may ask verbal questions concerning this IFB at the Pre-Submittal Conference.

Bidders may submit written questions, or objections to specifications, concerning this IFB to the Staff Contact Person listed on the Cover Page on or before 7 calendar days prior to the date bids are due. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

Bidders and/or their agents are encouraged to contact the Small Business Office of the International and Economic Development Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), if any. The point of contact is identified on the Cover Page. Contacting the Small Business Office regarding this IFB after the bid due date is not permitted. If this solicitation contains Affirmative Procurement Initiatives, it will be noted on the Cover Page.

If this solicitation contains DBE/ACDBE requirements, bidders and/or their agents may contact the Aviation Department's DBE/ACDBE Liaison Officer for assistance or clarification with issues specifically related to the DBE/ACDBE policy and/or completion of the required form(s). Point of contact is Ms. Lisa Brice, who may be reached via telephone at (210) 207-3505 or through e-mail at lisa.brice@sanantonio.gov. Bidders and/or their agents may contact Ms. Brice at any time prior to the due date for submission of bids. Contacting her or her office regarding this IFB after the bid due date is not permitted. If this solicitation contains DBE/ACDBE requirements, it will be noted on the Cover Page.

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Bidders are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City.

Changes to IFB.

Changes to this IFB made prior to bid opening shall be made directly to the original IFB. Changes are captured by creating a replacement version each time the IFB is changed. It is Bidder's responsibility to check for new versions

until the bid due date. City will assume that all bids received are based on the final version of the IFB as it exists on the day bids are due.

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

Preparation of Bids.

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

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

Line Item Bids. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which Bidder wishes to be considered. All bids are awarded on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

All or None Bids. Any bid that is considered for award on an "all or none" basis must include a price for all units or line items. In an "All or None" bid, a unit price left blank shall result in the bid being deemed nonresponsive and disqualified from consideration. An "All or None" bid is one in which City will award the entire contract to one bidder only.

Delivery Dates. Proposed delivery dates must be shown in the bid form where required and shall include weekends and holidays, unless specified otherwise in this IFB. Proposed delivery times must be specific. Phrases such as "as required", "as soon as possible" or "prompt" may result in disqualification of the bid. Special delivery instructions, if any, may be found in the Specifications / Scope of Services section of this document, or in the Purchase Order.

Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by Bidder after contract award.

Description of Supplies.

Any brand names, catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate quality and capability desired.

Bids submitted for comparable items must clearly identify the proposed product, model, and type, as applicable, and shall include manufacturer specification sheet(s) for each proposed item with bid response. Product specifications shall be the most current available and be sufficiently detailed and descriptive so as to permit City to determine the item's suitability and compliance with bid specifications. City shall be the sole judge of equality and suitability of comparable items.

Pro-rata adjustments to packaging and pricing may be allowed at the sole discretion of City.

Samples, Demonstrations and Pre-award Testing. If requested by City, Bidder shall provide product samples, demonstrations, and/or testing of items bid to ensure compliance with specifications prior to award of the contract. Samples, demonstrations and/or testing must be provided within 7 calendar days of City's request. Failure to comply with City's request may result in rejection of a bid. All samples (including return thereof), demonstrations, and/or testing shall be at Bidder's expense. Samples will be returned upon written request. Requests for return of samples must be made in writing at the time the samples are provided. Otherwise, samples will become property of City at no cost to City. Samples that are consumed or destroyed during demonstrations or testing will not be returned.

Estimated Quantities for Annual Contracts.

Designation as an "annual" contract is found in the contract's title on the Cover Page of this document. The quantities stated are estimates only and are in no way binding upon City. Estimated quantities are used for the purpose of evaluation. City may increase or decrease quantities as needed. Where a contract is awarded on a unit price basis, payment shall be based on the actual quantities supplied.

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

Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment, or conditions and sites/locations for providing goods and services as required by this IFB. No plea of ignorance by Bidder will be accepted as a basis for varying the requirements of City or the compensation to Bidder.

Confidential or Proprietary Information. All bids become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Bidder should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Bidder may not be considered confidential under Texas law, or pursuant to a Court order. Note that pursuant to state law, bids are opened publicly and read aloud. In addition, bids are tabulated and posted to the City's website, so shall not be considered proprietary or confidential.

Interlocal Participation.

City may engage in cooperative purchasing with other governmental entities or governmental cooperatives ("Entity" or "Entities") to enhance City's purchasing power. At City's sole discretion and option, City may inform other Entities that they may acquire items listed in this IFB. If this contract will be subject to cooperative purchasing, such fact will be indicated in the Supplemental Terms and Conditions portion of this IFB. Such acquisition(s) shall be at the prices stated in the bid, and shall be subject to Bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid.

Bidder must sign and submit the rider, if attached to this IFB, with its bid, indicating whether Bidder wishes to allow other Entities to use its bid. Bidder shall sign and return any subsequently issued riders within ten calendar days of receipt. Bidder's decision on whether to allow other Entities to use the bid shall not be a factor in awarding this IFB.

Costs of Bidding. Bidder shall bear any and all costs that are associated with the preparation of the Bid, attendance at the Pre-Submittal Conference, if any, or during any phase of the selection process.

Rejection of Bids.

City may reject any and all bids, in whole or in part, cancel the IFB and reissue the solicitation. City may reject a bid if:

Bidder misstates or conceals any material fact in the bid; or

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

The bid is conditional; or

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

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

Variances and Exceptions to Bid Terms. In order to comply with State law, bidders must submit bids on the same material terms and conditions. Bids that contain material variances or exceptions to the terms and conditions, including additional terms and conditions, will be rejected.

Changes to Bid Form. Bids must be submitted on the forms furnished. Bids that change the format or content of City's IFB will be rejected.

Withdrawal of Bids. Bids may be withdrawn prior to the time set for the bid opening. Written notice of withdrawal shall be provided to the City Clerk for bids submitted in hard copy. Bids submitted electronically may be withdrawn electronically.

Bid Opening. Bids will be opened publicly and read aloud at 2:30 on the day the bids are due. Bid openings are held at Purchasing & General Services, Riverview Tower, 11th Floor, 111 Soledad, Suite 1100, San Antonio, Texas 78205.

Evaluation and Award of Contract.

Per Section §252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder. The Purchasing Division evaluates bids for responsiveness and the responsibility of the bidder, and makes a recommendation to the City Council. The City Council makes the final determination regarding award.

City reserves the right to make an award on the basis of low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" bid in the Supplemental Terms & Conditions.

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

City reserves the right to utilize historical usage data as a basis for evaluation of bids when future usages are unable to be determined.

Breaking of tie bids shall be in accordance with the Texas Local Government Code §271.901.

City reserves the right to delete items prior to the awarding of the contract, and purchase said items by other means.

Inspection of Facilities/Equipment.

Depending on the nature of the IFB, Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

Prospective bidders must prove beyond any doubt to City Purchasing Administrator that they are qualified and capable of performing the contract's requirements.

Prompt Payment Discount.

Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, City reserves the right to reject a discount if the percentage is too low to be of value to City, all things considered. City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and City will take the 2% discount if the invoice is paid within the 10 day time period.

Tabulations. The Purchasing Division will post preliminary tabulations within 7 days of the advertised bid opening. The information on these tabulations will be posted for informational purposes only, and will be posted as read during the bid opening. This tabulation is not a notice of award of the contract. All bids are subject to review for completeness, accuracy and compliance with the terms set forth in the bid documents.

Bid Protest Procedures.

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

Bidder must deliver a written notice of protest to the Director within 7 calendar days of the posting of the intent to award. If Bidder does not file a written notice within this time, Bidder will have waived all rights to formally protest the intent to award. It is Bidder's responsibility to check the City's website posting.

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

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

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

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 bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. 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." Bidder should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed bid. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

BACKGROUND

The City of San Antonio, Aviation Department is soliciting bids for a Contractor to provide and install an audio/visual (A/V) equipment upgrade as specified herein for the San Antonio International Airport's (SAT) Airport Emergency Center (AEC). The project shall include Crestron equipment, labor, materials and programming modifications, or an approved equivalent. All programming work shall be performed by a Crestron Certified Programmer, or approved equal, with a minimum Gold Level Masters designation, or approved equal. Delivery and installation shall be completed within 5 weeks after receipt of purchase order, excluding days the City will require the use of the AEC for emergencies, if any.

The purpose of this AEC A/V equipment improvement project is to replace existing equipment in the AEC and place both the replaced equipment and the current existing equipment to remain under a Annual Service Level Agreement for Preventative Maintenance, Stand By Service and repairs. **This installation, maintenance and repair services are needed to maintain operational efficiency while extending the operational life and minimizing disruption of service at the SAT AEC.**

Equipment to be replaced includes: an existing projector and screen, a digital upgrade of the AEC with the replacement of an existing Creston control computer, upgrading the existing Extron Crosspoint RGBHV Matrix Switcher and the Extron Video Matrix Switcher and associated cabling with a new Extron XTP Digital Matrix Switching System or approved equal. New equipment to be installed includes establishing a connection from the AEC to the Terminal-A Mezzanine Policy Room via network streaming technology and the interface of a teleconference system in the new Control Computer. Existing equipment to be maintained under the SLA includes Audio mixers, AudioVisual Switchers, LCD monitors, a SmartBoard and a Tandberg Video-Teleconferencing System.

BID SUBMITTAL REQUIREMENTS

All bids shall include complete manufacturer's specifications for each model offered.

Bidder to provide certification documents for Creston Certified Programmer, or approved equal, with a minimum Gold Level Masters designation, or approved equal with their bid submittal.

The bidder is encouraged to visit the location and become familiar with the amount of labor, materials, and equipment that will be required in the performance of the work under this contract prior to submitting a bid. Contractor shall carefully examine these specifications and, if necessary, secure from the City any additional information that may be a requisite to a clear and full understanding of the work. Failure to be familiarized with all conditions shall not constitute a basis for subsequent contract adjustment/change order. Contact AEC point of contact Dawson Frank at (210) 207-1638 to schedule a jobsite appointment. Appointments will be held Monday through Friday from 9:00am to 4:00pm.

STANDARD REQUIREMENTS

The Contractor shall be required to conform to all the standard requirements:

A. EQUIPMENT TO BE REPLACED: Contractor shall provide an A/V upgrade that shall allow SAT personnel to be able to distribute and display digital HD content in the AEC facility and project content to the Terminal-A Mezzanine Policy Room. The required content for distribution consists of High Definition videos from airport camera feeds, digital high-resolution and analog PC video signals. The current analog systems in the AEC are not capable of properly distributing and displaying this digital HD content. This project will require the removal of existing Extron RGBHV and Composite Video Matrix analog switchers and associated cabling, and the installation of new Extron XTP Matrix Switcher with associated XTP Transmitters, receivers and cabling in the AEC. The new digital distribution system is to be compatible with all existing airport PCs, currently 5 Dell laptops and a Dell desktop, along with digital and analog signals. Source and destination extended display identification (EDID) tables must be written to coincide with the existing displays facility-wide to insure proper resolution are available for all available destinations. Crestron programming will be required to integrate the new Extron XTP switcher. New programming to provide control of new XTP

Switcher while maintaining full enhanced functionality and operation of existing displays and projectors, which are to remain in use (LCD displays to be upgraded in future). The video projector and screen will be replaced and required to integrate into the system. A new BiAmp Tesira system is to be installed for teleconferencing capabilities. All systems to be tested upon completion of work to ensure proper operation. New programming/configuration must not affect existing system operation.

B. SERVICE LEVEL AGREEMENT: Work performed under Service Level Agreement and Non Warranty Repairs shall conform to the requirements of this bid. Contractor shall provide a service level agreement that covers quarterly preventative maintenance, repairs and a standby service as listed in 4.3 ITEM 6 for all equipment in the Airport Emergency Center including: Audio mixers, Audio Visual Switchers, Crestron Control equipment, LCD monitors, LCD Projectors, XTP digital switchers, SmartBoard, Tandberg Systems and a Teleconference System.

C. WORK HOURS

Standard Work Hours (Monday – Friday 8:00 – 4:30 pm)

Emergency Service: Contractor shall provide emergency call service on a 24 hour, 365-day/year basis. Service of this nature may be required in order to keep the systems in proper operating condition. Contractor shall respond to a call for emergency service within two (2) hours after a request for emergency service is made by the designated AEC point of contact or designee.

a. If a service call is made by the AEC point of contact at times other than at which vendor would have made a scheduled inspection, and subsequent inspection reveals a problem exists in the equipment which is attributed to Bidder's lack of adherence to preventative maintenance guidelines, the total cost including, parts and labor, will be borne by the contractor, and no additional charge will be authorized by the City.

b. If an unnecessary inspection and/or unnecessary work are attributed to Bidder's lack of adherence to preventive maintenance guidelines and conditions of this contract, the total cost including parts and labor will be borne by the contractor, and no additional charge will be authorized by the City.

c. Service call notice shall be given by the department and the contractor's repair response time shall be within two hours. Delays in the contractor's response time shall prompt the liquidated damages clause to be instated at $50.00 full hour increments for the first two hour delay and $ 50.00 for the third hour not to exceed $100.00 daily.

D. SYSTEM COMPATIBILITY: New equipment programming/configuration must not affect existing overall system operation. Prior to commencement of work, the winning bidder must submit a system wiring schematic reflecting their system design. Drawing to be submitted in .pdf format.

E. PROVIDED ITEMS: The contractor shall supply all labor, materials and equipment necessary for the proper execution and completion of the work; and shall construct in the best and most workmanlike manner the complete construction and everything incidental thereto, as stated in the specifications or reasonably implied on and in accordance with the contract documents. Contractor shall provide full time on-site supervision and properly skilled craftsman to perform the work required under this bid invitation. Prior to commencement of work, Contractor shall provide technical specifications for ITSD Network Team' review including the type of video data to be sent over the network, size of files and any specific ports on contractor provided equipment. Contractor is expected to follow City ITSD cabling standards ("Structured Cabling Infrastructure Guideline") as necessary for all communications and data throughout. This will require close coordination with City.

F. WORKMANSHIP: Unless specified to the contrary, all material used shall be new and of the best kind and grades specified and all workmanship shall be up to the best recognized standards known to the various trades.

G. MEASUREMENTS: Before ordering any material or doing any work the contractor shall verify all required

measurements and shall be responsible for the correctness of same. No exchange or compensation will be allowed on account of differences.

H. PROTECTION OF WORK AND PROPERTY: The contractor shall confine their operations and work force to the space allowed by law and as allotted by the owner. The contractor, at their expense, shall protect and be responsible for any damage to adjacent property.

I. CLEANING UP: The contractor shall furnish and pay for all means of removing all trash and debris generated by this work. The construction area shall be kept clean and maintained on a daily basis. No debris shall be dumped and left about the surrounding areas. Upon completion of the work, the area shall be left clean and free of any and all trash, scraps, cartons, etc. Contractor shall catalog and prepare the existing equipment in accordance with City policy. A list of items for disposal will be provided by the contractor, including the City ID and/or Asset ID, description, and serial number with photographs of the equipment. City will be responsible for disposal.

J. CRIMINAL BACKGROUND CHECK: At their own expense, Contractor shall conduct and coordinate statewide criminal background checks on all employees responsible for performing contractual services prior to beginning work. Contractor employees must not have had any criminal convictions within the past 7 years for a felony or crime of moral turpitude. Contractor is required to maintain the proof of background checks. Contractor shall provide proof that all personnel assigned to City facilities have had a criminal background check prior to their assignment. The proof shall be provided to the respective department Facility Coordinator/Manager. Contractor shall remove an employee from service under this contract should Contractor become aware that the employee has been convicted of a crime as described above. Contractor shall retain all employee records, including criminal background checks, for the retention period stated in section 006- General Terms and Conditions, and make them available to City as stated in that section.

K. FACILITY READINESS: Installation must at no time interrupt the facility readiness capabilities for immediate activation in the event of an emergency situation. During the installation process, Contractor must have personnel available for 24/7 on-site support of temporary system configuration(s) for the full duration of an emergency event at no additional cost to City.

L. WARRANTY: The Contractor shall furnish to the owner a five-year written warranty. The warranty is to be effective from date of acceptance. Any work found to be defective due to workmanship or materials shall be repaired or replaced by contractor at no cost to owner.

City shall not be responsible for trip charges and or service charges related to the Contractor delivering the wrong part. Contractor shall not charge the City for time spent in route to City location.

Contractor will coordinate replacement of equipment that is still under manufacturer warranty and shall extend manufacturer warranties for all equipment (if available).

Contractor to provide loaner equipment in the event of equipment needing to be sent-in for repair ensuring that the AEC remains operational at all times

REPORTING REQUIREMENTS

Contractor shall maintain a complete electronic record of all audio visual related equipment including serial numbers along with service records, detailed preventative maintenance records, including a preventative maintenance checklist, and current software and firmware versions. Contractor will provide this information to the City within 7 days of preventive maintenance visits.

SCOPE OF SERVICES:

<u>ITEM 1 - Airport Emergency Center Analog to Digital Upgrade</u>

Replace existing switching system with a digital matrix switcher, not to include new monitors.

ITEM 1A: Extron XTP Digital Matrix (DM) Switching System, or approved equal

This system shall include a DM Matrix Frame, DM digital blades, DM fiber transmitters, DM fiber receivers, all required connectors and cable (plenum rated) and be loaded with input, output blades and TX transmitters/receivers.

System shall interface directly with Data Center DM System Switcher

System must integrate with existing BiAmp audio DSP system and maintain all existing functionality.

The below listed digital equipment is to be included and fully compatible with existing LCD monitors currently installed in the AEC, and it is also to be fully compatible with future digital HD displays projectors and LCD monitors.

Manufacturer: Crestron

Brand	Item #	Description	Quantity
Extron	60-1167-01	XTP CrossPoint 3200 Frame	1
Extron	70-940-01	XTP CP 4i	4
Extron	70-685-11	XTP CP 4i HDMI	2
Extron	70-684-11	XTP CP 4i DVI Pro	1
Extron	70-939-01	XTP Matrix Blank Plate	7
Extron	70-943-01	XTP CP 4o	3
Extron	70-687-11	XTP CP 4o HDMI	1
Extron	26-667-01	HDMI Micro/1.5	20
Extron	26-491-02	VGA-A M-F MD/6	8
Extron	26-663-06	HDMI Ultra/6	12
Extron	26-662-09	DVID SL Ultra/9	2
Extron	60-1199-01	XTP Scaling Receiver	10
Extron	60-1410-12	XTP TUWP 202 NL (WALL PLATE)	5
Extron	60-1198-01	XTP T USW 103	8
Extron	70-616-12	HDMI AAP	8

ITEM 1B: Labor for Digital Media Upgrade

The installation labor shall include: de-installation of existing Extron analog distribution system and associated cabling. The installation materials are to include: all cabling and terminations, all HDMI cabling and connectors, all miscellaneous materials as required to install new Crestron DM digital distribution system, or approved equal.

ITEM 1C: Crestron Programming for Policy Room Digital Media Upgrade, or approved equal

Crestron programming to include: Crestron custom programming to control new DM Matrix Switcher. Existing Crestron program modified, so that existing Crestron control system in the policy room continues to control existing equipment, and control new, above listed equipment.

ITEM 1D: HDMI/VGA with Audio Table Interface Plates, or approved equal

The installation materials are to include: all connectors and all miscellaneous materials as required for installation of HDMI/VGA w/audio table interface plates for computers and equipment at eight table locations. The installation labor shall include: de-installation of existing table interface plates.

Quantity: 8

ITEM 2 - Airport Emergency Center Projector Replacement

ITEM 2A: Hitachi CP-WU8450 LCD 5000 Lumens HD Projector, or approved equal

Replace existing XGA Projector with a Hitachi CP-WU8450 LCD 5000 Lumens HD Projector with Drop ceiling tile mount.

Manufacturer: Hitachi
Product No: CP-WU8450

Quantity: 1 Each

ITEM 2B: Da-Lite Advantage Deluxe Electrol 130" Diagonal Projection Screen, or approved equal

Replace existing Da-Lite Executive Electrol projector screen with a Da-Lite Advantage Deluxe Electrol 130" diagonal projection screen.

Manufacturer: Da-Lite
Product No: 34576

Quantity 1: Each

ITEM 2C: Labor for Replacing Projector and Projector Screen

The installation labor shall include: de-installation of existing 3500 Lumens XGA projector, existing Da-Lite Executive Electrol projector screen and associated cables. The installation materials are to include all cabling and terminations, all mounting hardware and all miscellaneous materials as required to install new ceiling mounted projector and ceiling mounted retractable projector screen.

ITEM 3 - Airport Emergency Center Control System Replacement

ITEM 3A: Crestron CP3N 3-Series Control system, or approved equal

Replace existing Creston Control system with Creston CP3N 3-Series Control System
This system shall include a Crestron CP3N 3-Series Control system, touch screen monitor, tabletop mounting kit for Crestron CP3N-Series Control System.

Manufacturer: Crestron
Product No: CP3N

Quantity: 1 Each

ITEM 3B: Touch Screen control computer with Tabletop Mount, or approved equal

Manufacturer: Crestron

Product No: TSW-1052-B-S

Manufacturer: Crestron
Product No: TSW-1050-TTK

Quantity: 1 Each

ITEM 3C: Labor for Crestron Control System

The installation labor shall include: De-installation of existing Extron control system and associated cabling. The installation materials are to include all cabling and terminations, all HDMI cabling and connectors, all miscellaneous materials as required to install new Creston CP3N 3-Series Control System.

ITEM 3D: Programming for Crestron Control System, or approved equal

Crestron programming shall include: Crestron custom programming to control new Control System so AEC continues to control existing monitors, and control new, above listed equipment.

ITEM 4 - Airport Emergency Center Teleconferencing System Interface

ITEM 4A: BiAmp Tesira Forte Teleconferencing System, or approved equal

Interface existing microphones and speakers into Creston control computer to allow for teleconference calls using Creston control computer.

Installation of BiAmp Audio Mixer/DSP/Mixer/Telephone interface of existing AEC microphones and speakers into Creston Control Computer

Manufacturer: BiAmp
Product No: Tesira Forte

Quantity: 1 Each

ITEM 4B: Labor for Teleconferencing System

The installation labor shall include: all cabling and terminations, connectors, and all miscellaneous materials as required to install system.

ITEM 4C: Programming for Teleconferencing System

Custom BiAmp programming shall include all programming to allow teleconferencing through Crestron system.

ITEM 5 - Terminal A Mezzanine Conference Room Connection - Policy Room Video Feeds

ITEM 5A: Parts and Labor for Room Connection - Policy Room Video Feeds

The Terminal-A Mezzanine Policy Room shall receive two video feeds from the Airport Emergency Center to two existing TV monitors utilizing network streaming technology.

The installation materials shall include all cabling and terminations, all HDMI cabling and connectors, all miscellaneous materials as required to install new connections for Video Encoders and Decoders to remotely display information from basement AEC to two monitors in Terminal-A Mezzanine Policy Room.

ITEM 6 – Annual Service Level Agreement

Service Level Agreement to perform repair services, preventative maintenance, and standby service for the San Antonio International Airport Emergency Center from 2015 through 2020.

Service Level Agreement Work General Requirements

Contractor shall maintain a dedicated local telephone number in place for all service or maintenance issues 24 hours a day, 7 days a week, including Holidays. For emergency and non-emergency support during normal business hours, after-hours, and emergencies, Contractor shall provide a contact number upon award.

Emergency repair services are required 24 hours a day, 365 days per year, including Holidays.

Contractor shall provide telephone response within 30 minutes of the city placing a service call 24 hours a day, 7 days a week, including Holidays.

Contractor shall provide on-site service within 2 hours of receipt of a call for service support 24 hours a day, 7 days a week, including Holidays.

Contractor shall provide an on-site technician for standby service during AEC Activations or AEC Exercises up to three times per year, up to 2-days per event, 24 hours a day, 7 days a week, including Holidays.

Contractor shall provide staffing familiar with the San Antonio AEC Audio Visual and Video Conferencing equipment, design and functionality.

Eight hours of Crestron Programming per year.
Items covered under this service agreement:

- Audio mixers
- Audio Visual Switchers
- Crestron Control equipment
- LCD monitors
- LCD projectors
- XTP Digital switchers
- SmartBoard
- Tandberg Systems
- Teleconference System

Items not covered under this service agreement:

- Shipping costs for equipment sent in for repair

Projector replacement lamps

Replacement power supplies

Service Level Agreement Quarterly Preventative Maintenance Requirements

Contractor will provide quarterly preventative maintenance on the following items and make a report on findings and actions taken.

LCD projector and LCD monitors

1. Diagnostic checks
2. Lamp life checks
3. Filter cleaning
4. LCD projector realignment

Tandberg
1. Update software and firmware
2. Perform test calls
3. Clean lens

Smartboard
1. Update software and firmware
2. Perform diagnostic checks

Creston Control System
1. Update software and firmware
2. Perform diagnostic checks through entire Xpanel menu control

Extron XTP System Switcher
1. Update software and firmware
2. Perform diagnostic checks

Bi-Amp Audia Mixers/ Digital Signal Processor (DSP) Units
1. Update software and firmware
2. Perform diagnostic checks

Diagnostic check for the following equipment:
1. Extron Distribution (DAs, twisted pair, transmitters, receivers)
2. Audio Amplifiers
3. Microphones (wired and wireless)
4. Bosch assisted listening system

Teleconference Interface in Creston
1. Perform diagnostic checks
2. Perform test calls

ITEM 7 - Other Labor and Parts - Not Covered by Service Level Agreement (SLA)

ITEM 7A: Other Labor (not covered by SLA)

Equipment and repairs not covered by SLA shall be billed at the following rates:

Labor: Standard Work Hours
Audio-Visual Technician
Certified Video Conferencing Technician
Control System Programmer

Labor: Other Work Hours
Audio-Visual Technician
Certified Video Conferencing Technician
Control System Programmer

ITEM 7B: Other Parts (not covered by SLA)

Commonly Replaced Parts

Replacement Projector Lamps

Replacement Power Supplies:

Extron PS 910 C

Extron PS 1210 C

Extron PS 1508 C

ITEM 8 - Onsite Personnel Training

On-site personnel training is required. Contractor shall provide training to Aviation Department personnel for proper system operation.

INSTRUCTION MANUAL

Successful bidder shall furnish one complete set of instruction manual per package that describes, in detail, the proper operation and maintenance of the equipment furnished under this solicitation.

EQUIPMENT REQUIREMENTS

All equipment requiring manufacturer repairs will be facilitated by the Contractor.

Equipment sent in for repair- when recommended by the manufacturer that the equipment be replaced rather than repaired; Contractor will provide quotes to the City of San Antonio for the purchase of replacement equipment.

AFTER ACTION REPORT

Contractor will notify the AEC point of contact within the next business day after providing an emergency service. Contractor will provide an after action briefing of the service required and the corrective action(s) taken.

AEC ACTIVATIONS OR EXERCISES

AEC Activations or AEC Exercises exceeding three times per year will be billed at the determined on-site

technician hourly rate.

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, and terminate on DECEMBER 31, 2018.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 2 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

Temporary Short Term Extensions.

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

All or None Bid.

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

Change Orders.

Notwithstanding anything stated to the contrary in Section 006 – General Terms & Conditions, in order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

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

High Technology Procurement.

Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold City harmless and indemnify City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Vendor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to City.

Upon receipt of notification that a third party claims that the program(s), hardware, both the program(s) and the hardware or any other intellectual property infringe upon any United States or International patent, copyright or trademark Vendor will immediately:

Either:

obtain, at Vendor's sole expense, the necessary license(s) or rights that would allow City to continue using the programs, hardware, both the programs and hardware or any other intellectual property as the case may be, or,

alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and

reimburse City for any expenses incurred by City to implement emergency backup measures if City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Vendor further agrees to:

assume the defense of any claim, suit, or proceeding brought against City for infringement of any United States patent, copyright, trademark or any other intellectual property rights arising from the use and/or sale of the equipment or software under this Contract,

assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and

indemnify City against any monetary damages and/or costs awarded in such suit;

Provided that:

Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor agrees to consult with City Attorney of City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of City,

the Software or the equipment is used by City in the form, state, or condition as delivered by Vendor or as modified without the permission of Vendor, so long as such modification is not the source of the infringement claim,

the liability claimed shall not have arisen out of City's negligent act or omission, and

City promptly provide Vendor with written notice within 15 days following the formal assertion of any claim with respect to which City asserts that Vendor assumes responsibility under this section.

Undisclosed Features. Vendor warrants that the code and software provided to City under this contract does not contain any undisclosed features or functions that would impair or might impair City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This contract shall not now, nor will it hereafter, be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically disclaims any unilateral self-help remedies.

Internal / External Catalog.

San Antonio e-Procurement. The City is using an "e-Procurement" system (SAePS) based on SAP's Supplier Relationship Management (SRM) software. SAePS is a secure, web browser-based system that gives City employees the ability to shop for items from online catalogs and brings the items back automatically into SAePS. Online catalogs include both a SAePS internal catalog and externally hosted catalogs on supplier websites.

SAePS Electronic Catalog Options. Vendor shall furnish an electronic catalog that contains only the items awarded by City and displays pricing bid under this contract. Vendor may choose either Option 1 or Option 2 below as the method for furnishing the catalog.

Option 1. Vendor shall host an online catalog (Punch Out Catalog) with Open Catalog Interface (OCI) compliant integration to the SAePS system. This Punch Out Catalog shall have e-commerce functions, including, but not limited to, cataloging, searching and shopping cart functionality. Integration includes linking to the online catalog from SAePS, shopping, and electronically returning the data back to SAePS.

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic

submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

Paper Catalog. If a Punch Out Catalog is not available and Vendor elects to provide an Internal Catalog, City, at its sole option, may require Vendor to provide its Internal Catalog in paper form in addition to the electronic form.

Catalog Content. All catalogs, regardless of the form in which they are provided, must include these elements, at a minimum.

- Your part number
- Short and long descriptions
- Units of measure
- Pricing, contract pricing, tiered pricing
- Classification of parts
- Manufacturer and Manufacturer part number
- Keywords, tags

Time to Provide Catalog. Catalogs required under this provision must be provided within 10 business days of request by City, and no later than 5 business days from the date of contract award.

Catalog Updates.
If this contract allows for increases in price, Vendor must provide timely updates to the City. For Punch Out catalogs, Vendor must update pricing on their website and provide City a notification and detailed explanation of the price updates. For Internal Catalogs, Vendor must provide an updated pricing file with details of the pricing updates. If paper catalogs have been requested, updated paper catalogs must be provided concurrently with Internal Catalog files, or as soon thereafter as printed catalogs become available.

Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "Audio/Visual Equipment Upgrade for Airport Emergency Center" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City's Aviation Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverage and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

A Vendor's financial integrity is of interest to City; therefore, subject to Vendor's right to maintain reasonable deductibles in such amounts as are approved by City, Vendor shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension here of, at Vendor's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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

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

City of San Antonio
Attn: Aviation Department/Emergency Management Division
9800 Airport Blvd., Terminal-A Mezzanine
San Antonio, Texas 78216

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

Name City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with City, with the exception of the workers' compensation and professional liability policies;

Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;

Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of City; and

Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Vendor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Vendor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

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

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

It is agreed that Vendor's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by City for liability arising out of operations under this Agreement.

It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of City shall be limited to insurance coverage provided.

Vendor and any subcontractors are responsible for all damage to their own equipment and/or property.

Incorporation of Attachments.

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

Attachment A – Price Schedule
Attachment B – SBEDA Ordinance Compliance Provisions
Attachment C – Subcontractor/Supplier Utilization Plan
Attachment D – Local Preference Identification Form
Attachment E – Non-Discrimination Ordinance Language
Attachment F - Supplemental Information Related to the State of Texas Conflict of Interest Requirement
Attachment G - Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance Language and Form
Attachment H – Structured Cabling Infrastructure Guideline, For Facility Construction or Renovations, Version 1.0

006 - GENERAL TERMS & CONDITIONS

Electronic Bid Equals Original. If Vendor is submitting an electronic bid, City and Vendor each agree that this transaction may be conducted by electronic means, as authorized by Chapter 322, Texas Business & Commerce Code, known as the Electronic Transactions Act.

Delivery of Goods/Services.

Destination Contract. Vendor shall deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in this IFB or, if different, in the Purchase Order. Vendor shall bear the risk of loss until delivery. Freight charges will be paid only when expedited delivery is requested and approved in writing by the City. Vendor shall be responsible for furnishing necessary personnel or equipment and/or making necessary arrangements to off load at City of San Antonio facility, unless otherwise noted herein.

Failure to Deliver. When delivery is not met as provided for in the contract, City may make the purchase on the open market, with any cost in excess of the contract price paid by Vendor, in addition to any other direct, indirect, consequential or incidental damages incurred by City as a result thereof. In addition, Vendor may be removed from the City's list of eligible bidders.

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

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

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

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this IFB, unless otherwise specified in the Specifications/Scope of Services section of this IFB. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Invoicing and Payment.

Address for Invoices. All original invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are

based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

In accordance with the Texas Prompt Payment Act, City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

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

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

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished may be approved by the Director, provided that such change orders:

- are made in writing, signed by the Director;
- do not involve an increase or decrease in contract price of more than $25,000; and
- sufficient funds have already been allocated by City or are available to the Director to cover any increase in contract price.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may, however, be made by the Director.

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

Termination.

Termination-Breach. Should Vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice ten days prior to the date of termination of the contract without cause.

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

Vendor and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder ("Documents"), and shall make such Documents available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period

established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

Delinquent Taxes. In the event that Vendor is or subsequently becomes delinquent in the payment of taxes owed to the City of San Antonio, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

Binding Contract. This contract shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

Entire Agreement. This contract, including City's final electronically posted online version, together with its authorizing ordinance and its price schedule(s), attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Change Order provision herein. **Parties agree that City's final electronically posted online version of this solicitation contains the agreed upon specifications, scope of services, and terms and conditions of this contract, and shall control in the event of a conflict with any printed version signed and submitted by Vendor.**

007 - SIGNATURE PAGE

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

(s)he is authorized to bind Bidder to fully comply with the terms and conditions of City's Invitation for Bid for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Bidder is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

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

Bidder Information
Please Print or Type

Vendor ID No.	v1020346
Signer's Name	Lisa Harbert
Name of Business	Digital Display Solutions, Inc.
Street Address	12081 Starcrest Drive
City, State, Zip Code	San Antonio, TX 78247
Email Address	gcastanares@ddsav.com
Telephone No.	210-404-1233
Fax No.	210-979-6585
City's Solicitation No.	IFB: 6100005935

Lisa Harbert

Signature of Person Authorized to Sign Bid

008 - STANDARD DEFINITIONS

Whenever a term defined by the Uniform Commercial Code ("UCC"), as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

All-or-None Bid - an invitation to bid in which the City will award the entire contract to one bidder only.

Alternate Bid - two or more bids with substantive variations in the item or service offered from the same bidder in response to a solicitation.

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

Bid - a complete, signed response to a solicitation. The term "bid" is synonymous with the term "offer".

Bid Opening - a public meeting during which bid responses are disclosed.

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

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

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the bid has been accepted by the City.

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

Contract - the binding legal agreement between the City and Vendor.

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

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

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Invitation for Bid (IFB) – a solicitation requesting pricing for a specified good or a service.

Line Item - a listing of items in a bid for which a bidder is expected to provide separate pricing.

Low Bid - a bid which is lowest in price, but may not meet all requirements or specifications.

Lowest Responsible Bidder - the bidder whose bid meets all requirements of the specifications, terms and conditions of the IFB and results in the lowest cost to the City in an award based solely on price, taking into consideration the bidder's competence and qualifications to perform the contract.

Non-Responsive Bid - a bid or offer that does not comply with the terms and conditions, or specifications and/or requirements of the IFB.

Offer - a complete, signed response to an IFB that, if accepted, would bind the bidder to perform the resultant contract. The term "offer" is synonymous with the term "bid".

Payment Bond - a particular form of security provided by the contractor to protect the City against loss due to the contractor's failure to pay suppliers and subcontractors.

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

Performance Deposit - security provided by the contractor to protect the City against loss due to the contractor's inability or unwillingness to complete the contract as agreed.

Pre-Submittal Conference - a meeting conducted by the City, held in order to allow bidders to ask questions about the proposed contract and particularly, the contract specifications.

Purchase Order - a validly issued order placed by an authorized City department for the purchase of goods or services, written on the City's standard purchase order form, and which is Vendor's authority to deliver to and invoice the City for the goods or services specified in an IFB for the price stated in Vendor's bid.

Responsible Bidder - a bidder who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Bidder - a bidder who tenders a bid which meets all requirements of the invitation to bid and is a responsible bidder.

Sealed Bid - a bid submitted as a sealed document, whether hard copy or electronic, by a prescribed time to the location indicated in the IFB. The contents of the bid will not be made public prior to the bid opening.

Specifications - a description of what the City requires and what the bidder must offer; a description of the physical or functional characteristics of a product or material, or the nature of a service or construction item.

Subcontractor - a person, firm or entity providing goods or services to a vendor to be used in the performance of the Vendor's obligations under the contract with the City.

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

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

Waiver of Irregularity - noting, but disregarding an immaterial variance within a bid.

009 - ATTACHMENTS

LOCAL PREFERENCE PROGRAM ORDINANCE

The 82nd Texas Legislature adopted a revision to the law that allowed the City of San Antonio (City) to adopt a policy that would grant contracting preferences to local businesses for certain types of contracts. The City adopted such a policy, known as the Local Preference Program, by Ordinance No. 2013-03-21-0167, effective for solicitations issued after May 1, 2013.

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

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

ATTACHMENT A - PRICE SCHEDULE

ITEM 1A:

Quantity	Description	Price	Extended Price
1	Crestron ~~Extron XTP~~ Digital Matrix (DM) Switching System, inclusive of all items and quantities of equipment specified, or approved equal	$55,090.67	$55,090.67

ITEM 1B:

Quantity	Description	Price	Extended Price
1	Labor for Digital Media Upgrade, inclusive of all labor specified	$8,325.00	$8,325.00

ITEM 1C:

Quantity	Description	Price	Extended Price
1	Crestron Programming for Policy Room Digital Media Upgrade, or approved equal	$4,000.00	$4,000.00

ITEM 1D:

Quantity	Description	Price	Extended Price
8	HDMI/VGA with Audio Table Interface Plates, or approved equal	$ 53.33	$ 426.67

ITEM 2A:

Quantity	Description	Price	Extended Price
1	Hitachi CP-WU8450 LCD 5000 Lumens HD Projector, or approved equal	$4,329.33	$ 4,329.33

ITEM 2B:

Quantity	Description	Price	Extended Price
1	Da-Lite Advantage Deluxe Electrol 130" Diagonal Projection Screen or approved equal	$3,048.57	$3,048.57

ITEM 2C:

Quantity	Description	Price	Extended Price
1	Labor for Replacing Projector and Projector Screen	$2,005.00	$2,005.00

ITEM 3A:

Quantity	Description	Price	Extended Price
1	Crestron CP3N 3-Series Control system, or approved equal	$1,560.00	$1,560.00

ITEM 3B:

Quantity	Description	Price	Extended Price
1	Touch Screen control computer with Tabletop Mount, or approved equal	$1,590.00	$1,590.00

ITEM 3C:

Quantity	Description	Price	Extended Price
1	Labor for Installation of Crestron Control System	$380.00	$380.00

ITEM 3D:

Quantity	Description	Price	Extended Price
1	Programming for Crestron Control System	$2,900.00	$2,900.00

ITEM 4A:

Quantity	Description	Price	Extended Price
1	BiAmp Tesira Forte Teleconferencing System, or approved equal	$2,100.00	$2,100.00

ITEM 4B:

Quantity	Description	Price	Extended Price
1	Labor for Teleconferencing System	$380.00	$380.00

ITEM 4C:

Quantity	Description	Price	Extended Price
1	Programming for Teleconferencing System	$480.00	$480.00

ITEM 5A:

Quantity	Description	Price	Extended Price
1	Parts and Labor for Room Connection - Policy Room Video Feeds	$3,768.00	$3,768.00

ITEM 6:

Quantity	Description	Price	Extended Price
5	Annual Service Level Agreement (priced per year)	$5,000.00	$25,000.00

ITEM 7A:

Quantity	Description	Price	Extended Price
1	Other Labor (not covered by SLA)		

Labor: Standard Work Hours

Audio-Visual Technician	Qty: 1	X $ 82.00 per hour
~~Certified~~ Video Conferencing Technician	Qty: 1	X $ 95.00 per hour
Creston Certified Programmer	Qty: 1	X $ 110.00 per hour

Labor: Other Work Hours

Audio-Visual Technician	Qty: 1	X $ 123.00 per hour
~~Certified~~ Video Conferencing Technician	Qty: 1	X $ 142.50 per hour
Creston Certified Programmer	Qty: 1	X $ 165.00 per hour

ITEM 7B:

Description

Non-Warranty Repair Parts

1. Percent of discount offered: 10 %
2. Type of price schedule/catalog (dealer, jobber, etc.): DEALER
3. Price schedule/catalog number: VARIOUS - Internal
4. Date of price schedule/catalog: By Manufacturer - 2015
5. Price schedule/catalog column on which discount is based (i.e., distributor, net, wholesale, etc.): MSRP

Specified Items: The items listed below are for overall bid evaluation purposes only and represent commonly used items. Vendor must provide unit price before discount, % discount offered in Price Schedule, unit price after discount and Price Schedule/Catalog information and date for each item.

Specified Items	Long Description	Bidder Response
Repair Parts		
ITEM 1	**Replacement Projector Lamps**	DT01291
1 each	Unit Price Before Discount	556.84
	% Discount	10%
	Unit Price After Discount	501.16
	Price Schedule/Catalog Information and Date	Internal Catalog 2015
	Crestron Power Supply	
ITEM 2	~~**Extron PS 910 C Power Supply**~~	PWE4803RU
1 each	Unit Price Before Discount	71.43
	% Discount	10%
	Unit Price After Discount	64.29
	Price Schedule/Catalog Information and Date	Internal Catalog 2015
ITEM 3	**Extron PS 1210 Power Supply**	N/A
1 each	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price Schedule/Catalog Information and Date	
ITEM 4	**Extron PS 1508 C Power Supply**	N/A
1 each	Unit Price Before Discount	
	% Discount	
	Unit Price After Discount	
	Price Schedule/Catalog Information and Date	

ITEM 8:

Quantity	Description	Price	Extended Price
1	On-site Personnel Training	$ 0.00	$ 0.00

Total Project Cost $ 115,383.24

Warranty: 5 Year Extended Warranty Parts

Prompt payment discount 2 % 10 days (if no discount offered 30 days will apply)

CERTIFIED

CRESTRON®

Master Programmer

PLATINUM

CRESTRON ADVANCED TRAINING

James Pope

crestron TECHNICAL INSTITUTE

7/31/2013

Date

Authorized Signature

Part of Crestron Continuing Education Series

ATTACHMENT – B

SBEDA ORDINANCE COMPLIANCE PROVISIONS
(Form posted as a separate attachment)

I. SBEDA Ordinance Compliance Provisions

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements.

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Annual Aspirational Goal – a non-mandatory annual aspirational percentage goal for overall M/WBE Prime and subcontract participation in City of San Antonio contracts is established each year for Construction, Architectural & Engineering, Professional Services, Other Services, and Goods & Supplies contract Industry Categories. This Annual Aspirational Goal is to be set (and thereafter adjusted) by the Goal Setting Committee (GSC) on an annual basis based upon relative M/WBE availability data to be collected by the City through its Centralized Vendor Registration ("CVR") system. Annual Aspirational Goals are not to be routinely applied to individual contracts, but are intended to serve as a benchmark against which to measure the overall effectiveness of the S/M/WBE Program on an annual basis, and to gauge the need for future adjustments to the mix and to the aggressiveness of remedies being applied under the Program. Percentage Goals for S/M/WBE participation may be established by the GSC on a contract-by-contract basis based upon similar data and analysis for the particular goods and services being purchased in a given contract. The M/WBE Annual Aspirational Goals for FY 2015 are:

Construction – 26%
Architecture and Engineering – 22%
Professional Services – 17%
Other Services – 19%
Goods and Supplies - 9%

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing, staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Good Faith Efforts – documentation of the CONTRACTOR's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual – an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned, managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

> African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.
>
> Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.
>
> Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
>
> Native Americans: Persons having no less than 1/16th percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this Agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this Agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or

telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding Agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract Agreement and any contract modification Agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract Agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract Agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this Agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY. Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract

including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;

2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO. CONTRACTOR shall require new Subcontractors or Suppliers, prior to submission of CONTRACTOR's Change to Utilization Plan form, to register in the Centralized Vendor Registration system, before seeking SBO approval.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. <u>SBEDA Program Compliance – Affirmative Procurement Initiatives</u>

The CITY has applied the following contract-specific Affirmative Procurement Initiative to this contract:

None. There are no Affirmative Procurement Initiatives being applied to this contract.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR 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 the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company 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 the company 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. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby attached and incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier Agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13 of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including but not limited to:

1. Suspension of contract;

2. Withholding of funds;

3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

4. Refusal to accept a response or proposal; and

5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

ATTACHMENT – C

SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN
(Posted as a separate attachment)

ATTACHMENT – D

LOCAL PREFERENCE IDENTIFICATION FORM
(Posted as a separate attachment)

ATTACHMENT – E
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 - F

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

ATTACHMENT – G

VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP) ORDINANCE LANGUAGE AND FORM

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance

Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM
(Posted as a separate attachment)

CITY OF SAN ANTONIO
SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

SOLICITATION NAME: ***Audio/Visual Equipment Upgrade for Airport Emergency Center***

RESPONDENT NAME: Digital Display Solutions, Inc.

SOLICITATION API: ***None***

API REQUIREMENTS: ***None***

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

	PARTICIPATION DOLLAR AMOUNT	% LEVEL OF PARTICIPATION	CERTIFICATION TYPE AND NUMBER	TYPE OF WORK TO BE PERFORMED (BY NIGP CODE)
Prime: Digital Display Solutions, Inc.	$ 115,383.24	100 %	DBE, MBE, SBE, HABE, WBE	803, 838, 840, 918, 939
SAePS Vendor #: v1020346			SCTRCA #: 213111171	

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

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

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

Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
Sub:	$	%		
SAePS Vendor #:			SCTRCA #:	
A.Total Prime Participation:	$ 115,383.24	100 %	*A. Total base bid amount to be kept by prime.*	
B.Total Sub Participation:	$ 0	0 %	*B. Total amount prime will pay to certified and non-certified subcontractors/suppliers*	
C.Total Certified Sub Participation:	$ 0	0 %	*C. Total amount prime will pay to certified subcontractors/suppliers per the eligibility requirements stated above*	
D.Total Prime & Sub Participation*:	$ 115,383.24	100 %	*D. Total prime and subcontractor(s)/supplier(s) participation must equal your base bid amount (A+B)*	

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

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

Print Name: Lisa Harbert **Sign:** Lisa Harbert **Title:** CEO

Date: 07/10/2015

****

FOR CITY USE

Action Taken: Approved_____ **Denied**_____ _____

ASSISTANT DIRECTOR
ECONOMIC DEVELOPMENT DEPARTMENT

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

The City of San Antonio Local Preference Program, described in the San Antonio City Code Chapter 2, Article XII, establishes a local preference for specific contracting categories. Each time a bidder or respondent submits a bid for a solicitation, this Local Preference Program Identification Form must be completed and turned in with the solicitation response in order to be identified as a local business and receive the preference described below. The City will not rely on Local Preference Program Identification Forms submitted with prior or contemporaneous bids or proposals.

The Local Preference Program allows the City to grant a preference in the award of the following types of contracts, when selection is made based on price alone:

- Personal Property (Goods / Supplies): The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 or more;
- Non-professional Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 to under $500,000;
- Construction Services: The local bidder's price must be within 3% of the price of the lowest non-local bidder for contracts of $50,000 to under $100,000, excluding contracts awarded using alternative delivery methods.

The Local Preference Program also allows the award of additional points, when multiple evaluation criteria are used in the award of professional service contracts, where the selection process is not governed by statute and in revenue generating and concession contracts. A business meeting the definition of local business stated below may be awarded 10 points for being headquartered within the city, or 5 points for having a local office within the city.

A local business (a.k.a. a City Business) is defined as a business headquartered within the incorporated San Antonio city limits OR one that meets the following conditions:

- Has an established place of business for at least one year in the incorporated limits of the City:

(a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and

(b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

A location utilized solely as a post office box, mail drop or telephone message center or any similar combination, with no other substantial work function, is not a local business.

For the purposes of this program, Headquartered is defined as the place where a business entity's officers direct, control, and coordinate the entity's activities.

THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING TO BE IDENTIFIED AS A LOCAL BUSINESS

Name of Business:	Digital Display Solutions, Inc.	
Physical Address:	12081 Starcrest Drive	
City, State, Zip Code:	San Antonio, TX 78247	
Phone Number:	210-404-1233	
Email Address:	gcastanares@ddsav.com	
Is Business headquartered within the incorporated San Antonio city limits?	Yes	No

City of San Antonio
Finance Department - Purchasing Division
Local Preference Program Identification Form

(circle one)		
If the answer to the question above is "Yes", stop here. If the answer to the above question is "No", provide responses to the following questions:		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for at least one year? (circle one)	Yes	No
Are at least 100 full-time. part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

RESPONDENT'S FULL NAME:

Lisa Harbert

(Print Name) Authorized Representative of Respondent

Lisa Harbert

(Signature) Authorized Representative of Respondent

CEO

Title

07/10/2015

Date

This Local Preference Identification Form must be submitted with the respondent's bid/proposal response.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

N/A

Signature of person doing business with the governmental entity

07/10/2015

Date

Adopted 06/29/2007

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: ANNUAL CONTRACT FOR AUDIO/VISUAL EQUIPMENT UPGRADE FOR AIRPORT EMERGENCY CENTER / IFB: 6100005935

Name of Respondent:	Digital Display Solutions, Inc.	
Physical Address:	12081 Starcrest Drive	
City, State, Zip Code:	San Antonio, TX 78247	
Phone Number:	210-404-1233	
Email Address:	lharbert@ddsav.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

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

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

Lisa Harbert

(Print Name) Authorized Representative of Bidder/Respondent

Lisa Harbert

(Signature) Authorized Representative of Bidder/Respondent

CEO

Title

07/10/2015

Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

City of San Antonio

ADDENDUM I

SUBJECT: Invitation for Bid, **Audio/Visual Equipment Upgrade for Airport Emergency Center, (IFB 6100005935)**, dated June 16, 2015, due July 8, 2015.

FROM: Paul J. Calapa, Procurement Administrator

DATE: June 22, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I – TO THE ABOVE REFERENCED INVITATION FOR BID

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

1. On the Cover page – Title: Audio/Visual Equipment Upgrade for Airport Emergency Center shall be amended to read: **Annual Contract for Audio/Visual Equipment Upgrade for Airport Emergency Center**

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

7/10/15
Digital Display Solutions, Inc
12081 Starcrest Dr.
San Antonio TX 78247
+ Lisa Paubert

City of San Antonio

ADDENDUM II

SUBJECT: Invitation for Bid, **Audio/Visual Equipment Upgrade for Airport Emergency Center, (IFB 6100005935)**, dated June 16, 2015, due July 8, 2015.

FROM: Paul J. Calapa, Procurement Administrator

DATE: June 30, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II – TO THE ABOVE REFERENCED INVITATION FOR BID

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

1. **Change:** Bid due date is extended to **Monday, July 13, 2015 at 2:00 p.m.**

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

NOTE: Bidders must complete and sign below and submit this Addendum II with their bid.

Date 7/10/15

Company Name Digital Display Solutions, Inc

Address 12081 Starcrest Drive

City/State/Zip Code San Antonio, TX 78247

Signature [illegible]

CITY OF SAN ANTONIO

ADDENDUM III

SUBJECT: Invitation for Bid, **Audio/Visual Equipment Upgrade for Airport Emergency Center, (IFB 6100005935)**, dated June 16, 2015, due July 13, 2015.

FROM: Paul J. Calapa, Procurement Administrator

DATE: July 2, 2015

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III – TO THE ABOVE REFERENCED INVITATION FOR BID

1. In Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, STANDARD REQUIREMENTS, E. PROVIDED ITEMS, item amended to read:

   Contractor is expected to follow City ITSD cabling standards ("Structured Cabling Infrastructure Guideline") as necessary for all communications and data throughout.

2. In Section 005 – SUPPLEMENTAL TERMS & CONDITIONS , Incorporation of Attachments, item amended to include:

   Attachment H - Structured Cabling Infrastructure Guideline, For Facility Construction or Renovations, Version 1.0

3. In Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, BACKGROUND, item amended to read:

   Delivery and installation shall be completed within 5 weeks after receipt of purchase order, excluding days the City will require the use of the AEC for emergencies, if any.

4. In Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, BID SUBMITTAL REQUIREMENTS, item amended to include:

   Bidder to provide certification documents for Creston Certified Programmer, or approved equal, with a minimum Gold Level Masters designation, or approved equal with their bid submittal.

FINANCE DEPARTMENT, PURCHASING DIVISION
PO BOX 839966 • SAN ANTONIO, TX 78283-3966 • TEL: 210-207-7260

5. In Section 009 – ATTACHMENTS, ATTACHMENT A – PRICE SCHEDULE, ITEM 7A, Description, item amended to read:

Other Labor (not covered by SLA)

Labor: Standard Work Hours

Audio-Visual Technician

Video Conferencing Technician

Crestron Certified Programmer

Labor: Other Work Hours

Audio-Visual Technician

Video Conferencing Technician

Crestron Certified Programmer

QUESTIONS SUBMITTED IN ACCORDANCE WITH 6100005935, AUDIO/VISUAL EQUIPMENT UPGRADE FOR AIRPORT EMERGENCY CENTER:

Below is a list of written questions received prior to the deadline for submitting questions. The City's official response to questions asked is as follows:

Questions Asked During the Pre-Submittal Conference

Question 1: Will you provide a one-line drawing showing the system connections and functionality?

Response: One-line drawings from the existing connections are included as Attachments #1, #2 and #3 of this addendum.

Question 2: Would we be able to take photographs of the equipment in the room?

Response: Yes

Question 3: Will we be able to see your equipment racks?

Response: Yes, they are in the closet.

Question 4: Do you have any other PCs in addition to the laptops?

Response: We have 5 Dell laptops and 1 Dell desktop

Question 5: What is the model and serial number of the Tandberg system and do you have an agreement with Cisco?

Response: Video conference unit, with MultiPoint & Natural Presenter, Edge 95, Tandburg Model TTC8-01, Serial # 26A52434, Part #1156000. SAT does not have an agreement with Cisco.

Question 6: Do you have purchase dates of the existing equipment, serial numbers, and warranty information?

Response: The purchase date of the existing equipment is December 29, 2009. Existing equipment descriptions, serial numbers and warranty information are included in Attachments #7 and #8 of this addendum.

Question 7: In Scope of Services, Item 1, page 11 of the Invitation for Bid, most of your parts run with copper connections, do you want to run copper lines or fiber lines within the room?

Response: Copper lines

Question 8: Do all of these input connection floor boxes run to the closet?

Response: Yes

Question 9: What is the model and serial number of the Tandberg System?

Response: Video conference unit, with MultiPoint & Natural Presenter, Edge 95, Tandburg Serial #26A52434, Part #1156000

Question 10: Can the programming code be provided for the Crestron Control Processor?

Response: Bidders will need to contact Custom Systems Design, Inc. to request the original code.

Question 11: What are the outputs to the two individual feeds (Terminal A Mezzanine Conference Room)?

Response: Two feeds for two monitors

Question 12: Will we be able to see the equipment in the Terminal A Mezzanine Conference Room?

Response: Yes (see Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, BID SUBMITTAL REQUIREMENTS). The room contains 2 Sharp Aquos LC-52E77UN wall mounted monitors. Pictures of the

equipment are included as Attachment #6 of this addendum.

Question 13: The bid mentions "approved equals". What will you consider to be an approved equal?

Response: The specified items are preferred. Proposed equivalents will be evaluated in accordance with the guidelines stated in the Invitation for Bid (Description of Supplies – page 5). Bids for other than the specified items shall be supported by evidence, such as technical data, test results, or other pertinent information, that demonstrates that the substitute offered is equal or better than the specification's requirements.

Question 14: What is the approximate distance of the cable path and route and is there an existing pathway?

Response: The distance for the connection is 3 Floors vertical, 375-400' horizontal. There is no existing pathway for this connection.

Question 15: Is there an existing closet that connects the two rooms?

Response: No.

Question 16: Is the other Conference Room on this floor?

Response: No, is it on the third floor, Mezzanine Conference Room.

Question 17: Do these computers connect to upstairs?

Response: No, both rooms have internet access but no direct connection with each other.

Question 18: Does the connection need to be a cable pathway or would you accept streaming over IP?

Response: We have no preference on how the connection is established, streaming over IP is fine.

Question 19: When you say connect do you mean video feeds?

Response: Yes, video feeds and a one way connection from the control computer in the Airport Emergency Center to the Terminal A Mezzanine Policy Room.

Question 20: Are you talking about the control computer or the switcher?

Response: The goal is to send information from the Basement of Terminal A to the Mezzanine of Terminal A

on a one way connection.

Question 21: Can there be an extension to the due date to allow more time to respond since there is an upcoming Holiday?

Response: Addendum II extended the due date from July 8th to July 13th.

Question 22: Will IT provide cabling guidelines?

Response: Yes, cabling guidelines are available as Attachment H of the Invitation for Bid (see amended items 1 and 2 above).

Question 23: What is the timeline for this project?

Response: From the time that a purchase order is received by the Contractor, the project should be completed within 5 weeks. However, there will have to be flexibility if there is an airport emergency. The work on the Terminal A Mezzanine Conference Room work will have scheduled in advance and either completed within 4 or 8 hours or scheduled at night.

Question 24: Will this work be allowed during normal working hours?

Response: The Airport Emergency Center work can be completed during normal business hours. If the Terminal A Mezzanine Conference Room work becomes noisy or impact business it would have to be done after hours.

Question 25: Section 004 – SPECIFICATIONS / SCOPE OF SERVICES, STANDARD REQUIREMENTS, Item K, list that the room must remain operational, does this mean that there is no allowable downtime?

Response: Yes, there is allowable downtime for the equipment. However, the room has to be operational, it is understood that the IT equipment may be limited or not functioning.

Question 26: When will we be able to schedule the cabling work?

Response: All cabling work from one end location to another for the Terminal A Mezzanine has to be scheduled with the airport and completed after hours. Cabling in the Airport Emergency Center can be completed at any time.

Question 27: What kind of security requirements must be followed for the delivery of equipment?

Response: The room has access control. Coordination will be required for the installation of the equipment by contacting the airport point of contact when equipment is to be installed to be let in.

Question 28: Will the used equipment be turned over to the airport?

Response: The equipment was grant funded and we are finalizing the determination if it can be hauled away by the bidder or turned over to the airport.

Question 29: Will parking be provided for the Contractor?

Response: City will provide parking validation for vehicles in the parking garage. One vehicle will be allowed to park in the Terminal A basement near the Airport Emergency Center for the project. Vehicle may be required to be moved temporarily during project for deliveries and trash removal.

Question 30: Is the IT Rack in the closet next to the AEC the only equipment?

Response: Yes, all Airport Emergency Center equipment is in the IT closet attached to the room.

Question 31: Will you supply photos of the Control Computer Pages?

Response: Photos of the Control Computer Pages are included in Attachment #5 of this addendum (AEC User Manual).

Question 32: Do changes or inputs of writing on the Smartboard monitor display on the other monitors?

Response: Yes, it was demonstrated that changes to the Smartboard image are displayed on the other monitors.

Questions Submitted in Writing

Question 33: Can you clarify the routing path for the cabling from the Emergency Center?

Response: Routing path does not currently exist from Terminal A to Airport Emergency Center. Contractor would need to designate path with IT's approval.

Question 34: What is the approximate distance using the routing path?

Response: The distance for the connection is 3 Floors vertical, 375-400' horizontal. There is no existing pathway for this connection.

Question 35: What is the location and distance of the nearest IDF closet to both the EC Ops room and the Mezzanine office?

Response: The nearest IDF to the Airport Emergency Center is in the Airport Operations Control Center

approximately 50' away, The nearest IDF to the Terminal A Mezzanine is M040 which is approximately 150-200' away.

Question 36: Can you provide the Owner Furnished Equipment (OFE) list of the following Equipment?

a. Microphones, b. Wireless Microphones, c. Assisted Listening System, d. Tandberg CODEC and Camera

Response:

a. 6 ceiling mounted and 2 table mounted microphones
b. None
c. No assisted listening system in place
d. Video conference unit, with MultiPoint & Natural Presenter, Edge 95, Tandberg Model TTC8-01, Serial # 26A52434, Part #1156000.

Question 37: Can you clarify the inputs and outputs of the Extron XTP Video Switch?

Response:

A. Inputs – Equipment

Five (5) Dell Latitude E6510 Laptops

One (1) Desk CPU (Control CPU) - Dell Precision T3610

Two (2) Cable boxes – cable service and cable is provided by a contracted cable provider and is not in the Scope of Work (SOW)

One (1) Tandberg CODEC and Camera - Tandburg Edge 95, Model TTC8-01, Serial # 26A52434, Part #1156000.

B. Outputs - Video

Projectors:
XGA Projector
Ten (10) Displays (in Airport Emergency Center)
Two (2) Displays (in Terminal A Mezzanine) two separate feeds

Question 38: Can you provide the model of the Distribution amp that is to be used?

Response: Tandberg CODEC

Question 39: Where will the Extron XTP-T-USW- 103 (60-1198-01) switchers be installed and how will they be connected?

Response: Contractor to determine optimal location and method for the installation of the switchers.

Question 40: Can you clarify where the Extron XTP-TUWP 202-NL (60-1410-12) wall plates are to be installed?

Response: Three wall plates are to be installed by main desktop computer in Airport Emergency Center to replace the two inputs from the Dell Precision T3610 desktop plus one new additional, two wall plates are to be replacements for wall mounted inputs installed on opposite wall near Aerial Map. These inputs are for use by additional computers.

Question 41: Does the quantity of Extron XTP Scaling receivers (60-1199-01) need to change to 11 from 10 so that all ten displays and the projector will have the scaler installed at the input of the display and projector?

Response: Please follow quantity in the Invitation for Bid. Two monitors in the Airport Emergency Center will have to be dual monitor displays to reduce the number of outputs required.

Question 42: Can you clarify if the output of the two Mezzanine displays is to have a scaler on the video feed?

Response: Bidder will need to determine if a scaler is required for the connection.

Question 43: Can you clarify if the phone line interface is to be an analog phone line or a VoIP line?

Response: VoIP

Question 44: Where is the location of the phone line that the owner will provide?

Response: Phone line is located in back of the Airport Emergency Center

Question 45: Does the Contractor need to pay for parking during the install period or will the City provide a parking voucher?

Response: City will provide parking validation for vehicles in the parking garage. One vehicle will be allowed to park in the Terminal A basement near the Airport Emergency Center for the project. Vehicle may be required to be moved temporarily during project for deliveries and trash removal.

Question 46: Regarding commonly replaced parts, Sparing of Projector Lamp Replacements, Power supplies and other equipment not covered by SLA, are we required to provide Spare Bulbs and Power Supplies? If so who will be required to store them, customer or contractor? Is the customer to provide a list of other equipment they want spared?

Response: SAT will purchase any commonly replaced parts such as projector bulbs from the successful bidder and store them at the Airport.

Question 47: Where are the Owner Furnished Equipment (OFE) microphones located and how do they connect?

Response: See Attachment #2 of this addendum (AudioVisio)

Question 48: Is there an input interface for the OFE microphones at the cable cubbys?

Response: Yes, see Attachment #2 of this addendum (Audio Visio) that shows the existing microphone interface. Two table mounted microphones have input interfaces into the table mounted input plates.

Question 49: Are the OFE microphones cabled back to the DSP?

Response: Yes, see Attachment #2 of this addendum (Audio Visio)

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

NOTE: Bidders must complete and sign below and submit this Addendum III with their bid.

Date 7/10/15

Company Name Digital Display Solutions, Inc

Address 12081 Starcrest Dr.

City/State/Zip Code San Antonio, TX 78247

Signature Lisa Haubert

City of San Antonio
Bid Tabulation

Opened:	July 13, 2015		Local	Local
For:	Audio/Visual Equipment Upgrade for Airport Emergency Center		Digital Display Solutions, Inc. 12081 Starcrest Dr. San Antonio, TX 78247 210-404-1233	New Beginnings Capital Partnership 3700 Fredericksburg Rd., Ste. 101 San Antonio, TX 78201
6100005935		SM		
Item	**Description**	**Quantity**		**NAS**
1A	Extron XTP Digital Matrix (DM) Switching System, inclusive of all items and quantities of equipment specified, or approved equal	1		
	Price Each		$55,090.67	
	Extended Price		$55,090.67	
1B	Labor for Digital Media Upgrade, inclusive of all labor specified	1		
	Price Each		$8,325.00	
	Extended Price		$8,325.00	
1C	Crestron Programming for Policy Room Digital Media Upgrade, or approved equal	1		
	Price Each		$4,000.00	
	Extended Price		$4,000.00	
1D	HDMI/VGA with Audio Table Interface Plates, or approved equal	8		
	Price Each		$53.33	
	Extended Price		$426.64	
2A	Hitachi CP-WU8450 LCD 5000 Lumens HD Projector, or approved equal	1		
	Price Each		$4,329.33	
	Extended Price		$4,329.33	
2B	Da-Lite Advantage Deluxe Electrol 130" Diagonal Projection Screen or approved equal	1		
	Price Each		$3,048.57	
	Extended Price		$3,048.57	
2C	Labor for Replacing Projector and Projector Screen	1		
	Price Each		$2,005.00	
	Extended Price		$2,005.00	
3A	Crestron CP3N 3-Series Control system, or approved equal	1		
	Price Each		$1,560.00	
	Extended Price		$1,560.00	
3B	Touch Screen control computer with Tabletop Mount, or approved equal	1		
	Price Each		$1,590.00	
	Extended Price		$1,590.00	
3C	Labor for Installation of Crestron Control System	1		
	Price Each		$380.00	
	Extended Price		$380.00	

City of San Antonio
Bid Tabulation

Opened:	July 13, 2015		Local	Local
For:	Audio/Visual Equipment Upgrade for Airport Emergency Center		Digital Display Solutions, Inc. 12081 Starcrest Dr. San Antonio, TX 78247 210-404-1233	New Beginnings Capital Partnership 3700 Fredericksburg Rd., Ste. 101 San Antonio, TX 78201
6100005935		SM		
Item	**Description**	**Quantity**		
3D	Programming for Crestron Control System	1		
	Price Each		$2,900.00	
	Extended Price		$2,900.00	
4A	BiAmp Tesira Forte Teleconferencing System, or approved equal	1		
	Price Each		$2,100.00	
	Extended Price		$2,100.00	
4B	Labor for Teleconferencing System	1		
	Price Each		$380.00	
	Extended Price		$380.00	
4C	Programming for Teleconferencing System	1		
	Price Each		$480.00	
	Extended Price		$480.00	
5A	Parts and Labor for Room Connection - Policy Room Video Feeds	1		
	Price Each		$3,768.00	
	Extended Price		$3,768.00	
6	Annual Service Level Agreement (SLA) - Priced per year	5		
	Price Each		$5,000.00	
	Extended Price		$25,000.00	
7A	Other Labor (not covered by SLA)	1		
	Labor: Standard Work Hours			
	Audio-Visual Technician		$82.00 per hour	
	Video Conferencing Technician		$95.00 per hour	
	Crestron Certified Programmer		$110.00 per hour	
	Labor: Other Work Hours			
	Audio-Visual Technician		$123.00 per hour	
	Video Conferencing Technician		$142.50 per hour	
	Crestron Certified Programmer		$165.00 per hour	
7B	Non-Warranty Repair Parts			
	Percent of discount offered		10%	
	Type of price schedule/catalog (dealer, jobber, etc.)		Dealer	
	Price schedule/catalog number		Various - Internal	
	Date of price schedule/catalog		By Manufacturer - 2015	
	Price schedule/catalog column on which discount is based (i.e., distributor, net, wholesale,etc.)		MSRP	

City of San Antonio
Bid Tabulation

Opened:	July 13, 2015		Local	Local
For:	Audio/Visual Equipment Upgrade for Airport Emergency Center		Digital Display Solutions, Inc. 12081 Starcrest Dr. San Antonio, TX 78247 210-404-1233	New Beginnings Capital Partnership 3700 Fredericksburg Rd., Ste. 101 San Antonio, TX 78201
6100005935		SM		
Item	**Description**	**Quantity**		
	Specified Items for Evaluation Purposes Only:			
	Replacement Projector Lamps	1		
	Unit Price Before Discount		$556.84	
	% Discount		10%	
	Unit Price After Discount		$501.16	
	Price Schedule/Catalog Information and Date		Internal Catalog 2015	
	Extron PS 910 C Power Supply	1		
	Unit Price Before Discount		$71.43	
	% Discount		10%	
	Unit Price After Discount		$64.29	
	Price Schedule/Catalog Information and Date		Internal Catalog 2015	
	Extron PS 1210 C Power Supply	1		
	Unit Price Before Discount		$0.00	
	% Discount		N/A	
	Unit Price After Discount		$0.00	
	Price Schedule/Catalog Information and Date		N/A	
	Extron PS 1508 C Power Supply	1		
	Unit Price Before Discount		$0.00	
	% Discount		N/A	
	Unit Price After Discount		$0.00	
	Price Schedule/Catalog Information and Date		N/A	
8	On-site Personnel Training	1		
	Price Each		$0.00	
	Extended Price		$0.00	
	Warranty		5 Year Extended Warranty Parts	
	Payment Terms		2%, 10 days	
	Total		$115,383.21	
	Total Award		**$115,383.21**	