

ORDINANCE 2020-02-20-0096

APPROVING A CONTRACT WITH CNC TECHNOLOGIES, INC., FOR THE INSTALLATION, CONFIGURATION AND MAINTENANCE OF A HELICOPTER VIDEO DOWNLINK SYSTEM. THE INITIAL TERM IS THROUGH NOVEMBER 30, 2020, WITH FOUR, ONE-YEAR RENEWAL OPTIONS FOR AN ESTIMATED TOTAL COST OF \$1.8 MILLION. THE FIRST YEAR COST IS \$307,281.00, OF WHICH \$207,785.00 IS AVAILABLE FROM THE 2018 URBAN AREA SECURITY INITIATIVE (UASI) FEDERAL GRANT, \$60,121.00 FROM THE 2018 STATE HOMELAND SECURITY PROGRAM (SHSP) FEDERAL GRANT, AND \$39,375.00 FROM THE FY 2020 POLICE GENERAL FUND BUDGET.

* * * * *

WHEREAS, an offer was submitted by CNC Technologies, Inc. for the installation, configuration and maintenance of a helicopter video downlink system for the San Antonio Police Department (SAPD); and

WHEREAS, approval of this contract will provide SAPD with a ground receive system, diversity antenna receiver site and directional downlink system and CNC Live subscription services for up to four helicopters which will replace an outdated downlink system; and

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

WHEREAS, all expenditures will be in accordance with the applicable fiscal year's budget approved by City Council; **NOW THEREFORE:**

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

SECTION 1. The offer submitted by CNC Technologies, Inc. for the installation, configuration and maintenance of a helicopter video downlink system for the San Antonio Police Department for an estimated total cost of \$1.8 million is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I.**

SECTION 2. The below designated funds, internal orders and general ledger accounts are hereby designated for use in the accounting for the fiscal transaction of this contract with CNC Technologies, Inc. Funding for this ordinance in the amount of \$307,281.00 for year one is available as follows:

2206520007	120000000170	5709060	\$60,121.00
2206520006	120000000163	5201040	\$79,000.00
2206520006	120000000163	5709060	\$128,785.00
11001000	-	5201040	\$39,375.00
		Total:	\$307,281.00

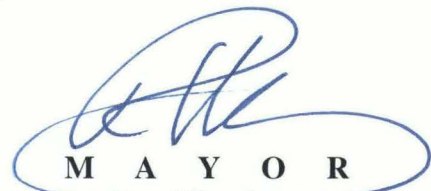
SECTION 3. Payment not to exceed the budgeted amount is authorized to CNC Technologies, Inc. to provide the San Antonio Police Department with the Helicopter Downlink system.

SECTION 4. Funding for the remaining amount is contingent upon future grant awards or the availability of funding in the respective fiscal year's budget. All expenditures will be in accordance with the Fiscal Year 2020 budget, and such other appropriations necessary to fund the contract through its term as evidenced by subsequent ordinances.

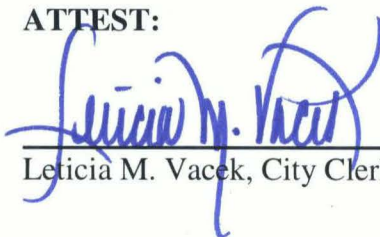
SECTION 5. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 6. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and APPROVED this 20th day of February, 2020.

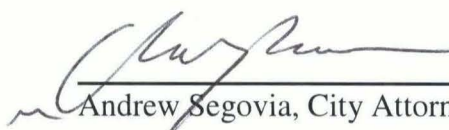

M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney



City of San Antonio

City Council

February 20, 2020

Item: 4

File Number: 19-9201

Enactment Number:

2020-02-20-0096

Ordinance approving a contract with CNC Technologies, Inc., to install, configure, and maintain a helicopter video downlink system. The initial term is through November 30, 2020, with four optional one year renewals for an estimated total cost of \$1,800,000.00. The first year cost is \$307,281.00 which will be funded as follows:

- \$207,785.00 from the 2018 Urban Area Security Initiative (UASI) federal grant,
- \$60,121.00 from the 2018 State Homeland Security Program (SHSP) federal grant, and
- \$39,375.00 from the FY 2020 Police General Fund Budget.

Funding for subsequent years of this contract is subject to City Council approval of the annual budget and funds. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Roberto C. Treviño made a motion to adopt. Councilmember Jada Andrews-Sullivan seconded the motion. The motion passed by the following vote:

Aye: 10 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,
Cabello Havrda, Sandoval, Pelaez, Courage and Perry

Absent: 1 Gonzales

LC
02/20/20
Item No. 4

Exhibit I

City of San Antonio Bid Tabulation

Exhibit I

Opened: 11/12/2019 Annual Contract for the Installation, Maintenance & Support of the Helicopter Video Down Link System for the San Antonio Police Department				
For: 6100012076		CWB		
		PHS CNC Technologies, LLC 1018 E. 20th St. Upland, CA 91784 (855) 474-1123		
Item	Description	Qty	Unit price	Extended Price
Ground Site Installation (90 Day Install)				
1A	Ground Receive System	1	\$77,081.00	\$77,081.00
1B	Ground Command Center Site	1	\$30,195.00	\$30,195.00
1C	Ground Receive Site Installation and Commissioning	1	\$63,400.00	\$63,400.00
1D	Oversight and Coordination of CNC-Live equipment and Cloud Integration and Mission Suite	1	\$75,000.00	\$75,000.00
1E	Shipping	1	\$670.00	\$670.00
1F	Portable CNC Live Gateway	1	\$17,560.00	\$17,560.00
Go-Live Support, Licensing and Support - Year 1				
2A	Training Onsite- 5 Operators	1	\$4,000.00	\$4,000.00
2B	CNC Live Yearly Subscription for 250 Users	1	\$23,125.00	\$23,125.00
2C	CNC Live Onsite Configuration & Customer Training	1	\$16,250.00	\$16,250.00
Subtotal for Year One				\$307,281.00
Licensing and Support - Years 2 - 5				
3A	Ground Receive Site Extended 24/7/365 Service and Support	4	\$31,320.00	\$125,280.00
3B	Ground Receive Site Extended Warranty	4	\$11,790.00	\$47,160.00
3C	Helicopter (H125) Extended 24/7/365 Service and Support	4	\$37,890.00	\$151,560.00
3D	Helicopter (H125) Extended Warranty	4	\$24,200.00	\$96,800.00
3E	CNC Live Yearly Subscription for 250 Users	4	\$23,125.00	\$92,500.00
3F	CNC Live Extended 24/7/365 Service and Support	4	\$9,780.00	\$39,120.00
3G	CNC Live Extended Warranty	4	\$2,200.00	\$8,800.00
Subtotal for Years 2 - 5				\$561,220.00
Optional Unit Costs for Helicopter Fleet (3)				
4A	HD/SD 6GHZ Airborne TX System	1	\$67,145.00	\$67,145.00
4B	Airborne Antenna System	1	\$54,500.00	\$54,500.00
4B	Shipping	1	\$2,650.00	\$2,650.00
4C	Project Engineering Management & Support	1	\$85,150.00	\$85,150.00
4D	On Site Training (Included)	1	\$0.00	\$0.00
4E	Extended Warranty Annually Recurring	1	\$27,125.00	\$27,125.00
5	Extended 24/7/365 Service and Support for New Aircraft	1	\$16,600.00	\$16,600.00
	Payment Terms	Net 30		
Estimated Total Award				\$1,800,000.00



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100012076

**ANNUAL CONTRACT FOR INSTALLATION, MAINTENANCE & SUPPORT OF
THE HELICOPTER VIDEO DOWN LINK SYSTEM AT THE SAN ANTONIO
POLICE DEPARTMENT**

Date Re-Issued: November 8, 2019

**RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM, CST ON NOVEMBER 12, 2019**

Responses may be submitted by any of the following means:

- Electronic submission through the Portal
- Hard copy in person or by mail

Address for hard copy responses:

Physical Address:

Purchasing & General Services
Riverview Tower
111 Soledad, 5th Floor, Suite 500
San Antonio, Texas 78205

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"ANNUAL CONTRACT FOR INSTALLATION, MAINTENANCE & SUPPORT OF THE
HELICOPTER VIDEO DOWN LINK SYSTEM AT THE SAN ANTONIO POLICE DEPARTMENT"

Offer Due Date: 10:00 A.M. CST, November 12, 2019

RFO No.: 6100012076

Offeror's Name and Address

Bid Bond: Performance Bond: Payment Bond: Other:

See Supplemental Terms & Conditions for information on these requirements.

Affirmative Procurement Initiative:

DBE / ACDBE Requirements:

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

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on N/A at N/A at 11th Floor of Riverview Towers, Hill Country Conference Room, 111 Soledad St, San Antonio, TX.

Staff Contact Person: CONNIE BENIQUEZ, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966

Email: CONNIE.BENIQUEZ@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

Submission of Offers by Email. Submit one document by fax or email to the Staff Contact Person, by the due date provided on the Cover Page. All times stated herein are Central Time. Any offer or modification received after the time and date stated on the Cover Page shall be rejected.

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

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

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

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

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

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

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

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

Email Alternate Offers. Alternate offers submitted by email must include a cover letter identifying the submission as an alternate offer. Each alternate offer must be designated as Alternate Offer No. 1, 2, etc. Failure to follow instructions may result in rejection of an offer.

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

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

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

may be submitted in any of the following formats: paper copy or CD ROM for bids submitted on paper, or PDF file for offers submitted electronically.

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

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

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 3 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

Confidential or Proprietary Information. All offers become the property of City upon receipt and will not be returned. Any information deemed to be confidential by Offeror should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information

deemed to be confidential by Offeror may not be considered confidential under Texas law, or pursuant to a Court order. Pricing may be tabulated and posted to City's website, so shall not be considered proprietary or confidential.

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

City reserves the right to make an award on the basis of City's best interests. Award may also be made based on low line item, low total line items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

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

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

Inspection of Facilities/Equipment. Depending on the nature of the RFO, Offerors' facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. 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:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or
- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

By submitting a proposal, Respondent warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City.

State of Texas Conflict of Interest Questionnaire (Form CIQ). 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 Form CIQ with the City Clerk if those persons meet the requirements under §176.066(a) of the statute.

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

<https://ethics.state.tx.us/forms/conflict/>

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/atty/ethics/pdf/OCC-CIQ-Addendum.pdf>

When completed, the CIQ Form and the CIQ-A Form should be submitted together, either by mail or hand delivery, to the Office of the City Clerk. If mailing, mail to:

Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

If delivering by hand, deliver to:

Office of the City Clerk, c/o Municipal Records Facility, 719 S. Santa Rosa Ave., San Antonio, TX 78204.

Do not include these forms with your sealed bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

Certificate of Interested Parties (Form 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

Print your completed Form 1295 and submit your signed Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234).

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

Publicly traded business entities, including their wholly owned subsidiaries, are exempt from this requirement and are not required to submit Form 1295.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 OVERVIEW AND BACKGROUND

The City of San Antonio is requesting pricing from CNC Technologies for the outfitting/retrofitting of existing City helicopter fleet to adopt newer downlink technology as funding and needs are identified.

Vendor shall provide all services as set forth in Exhibit C, Statement of Work, attached hereto and incorporated by reference herein. Vendor understands and agrees that Exhibit C is a part of this RFO, as though fully set out herein, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by the Vendor as completely and fully as are the obligations, conditions, tasks, products, and representations imposed by this RFO.

The terms of this RFO shall control where there is any conflict between the terms of Exhibit C and the terms of this RFO.

Offeror shall detail and provide as part of its response, via narrative explanation, equipment literature, charts, graphics, and any other means necessary, how it proposes to achieve all contract requirements stated in the SOW.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contractor or December 1, 2019, whichever is later, and shall terminate on NOVEMBER 30, 2020.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for FOUR additional ONE 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.

Temporary Contract Pending Award of Contract by City Council

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council, or guarantee that the City Council will award the contract to Vendor.

Warranty.

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

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

All Or None Bid.

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

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 Finance Department, which shall be clearly labeled "ANNUAL CONTRACT FOR INSTALLATION, MAINTENANCE & SUPPORT OF THE HELICOPTER VIDEO DOWN LINK SYSTEM AT THE SAN ANTONIO POLICE DEPARTMENT" 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 Finance Department. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

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

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
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.
5. Cyber Liability	\$1,000.00 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage
6. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.

	Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.
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Vendor agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Vendor herein, and provide a certificate of insurance and endorsement that names Vendor and City as additional insureds. Vendor shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

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

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

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

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

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

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.

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.

Procurement Of Recovered Materials Contract Clause

Contractor and its subcontractors shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Clean Air Act & Federal Water Pollution Control Act Contract Clause

Clean Air Act & Federal Water Pollution Control Act - (1) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended. Contractor agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this contract and the appropriate EPA Regional Office. (2) Contractor agrees to include these requirements in each subcontract to this contract exceeding \$150,000 financed in whole or in part with federal funds.

Certification Regarding Lobbying Contract Clause

By submitting an offer and signing the signature page, the undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Suspension and Debarment Contract Clause

This contract is a covered transaction for purposes of 2 CFR Part 200. As such, the contractor is required to verify that neither the contractor, nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively.

The contractor is required to comply with 2 CFR Part 200 and all Information Bulletins and Policies published by the FEMA Grants Program Directorate, and must include the requirement to comply with 2 CFR Part 200 and all Information Bulletins and Policies published by the FEMA Grants Program Directorate in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, Contractor certifies that:

- Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program;

- Contractor shall provide immediate written notice to City if, at any time during the term of this contract, including any renewals hereof, CONTRACTOR learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by **City**. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to **City**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 200 and all Information Bulletins and Policies published by the FEMA Grants Program Directorate while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Incorporation of Attachments.

Each of the exhibits 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:

- Exhibit A – Price Schedule
- Exhibit B – Sole Source Documentation
- Exhibit C – Statement of Work

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

Invoice Submissions. City requires all original first time invoices to be submitted directly to the Accounts Payable section of the Finance Department. The preferred method of delivery is electronically to the following e-mail address:

accounts.payable@sanantonio.gov

Invoices submitted electronically to the e-mail address above must be in separate .pdf format file. Multiple invoices cannot be submitted in a single .pdf file; however, Vendor may submit multiple, separate invoice files in a single e-mail. Any required documentation in support of the invoice should be compiled directly behind the invoice in the same .pdf file. Each electronically submitted file must have a unique identifying name that is not the same as any other file name.

Invoices submitted by electronic submission are only considered "original" when the submission comes directly from the Vendor to Accounts Payable using this e-mail address. Vendor may courtesy copy the ordering City department personnel on the e-mail.

Vendors not able to submit invoices with the required file formatting above may mail original invoices, on white paper only, to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

Vendors may hand deliver original invoices, on white paper only to: City of San Antonio, Finance Department/Accounts Payable, 111 Soledad, 4th Floor, San Antonio, Texas 78205.

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City.

Termination.

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

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

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

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

City shall pay Vendor for conforming goods delivered and services provided prior to the date of termination, offset by any amounts due and owing from Vendor to City.

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

S.B. 943 – Disclosure Requirements for Certain Government Contracts. For contracts (1) with a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by the City, or (2) that result in the expenditure of at least \$1 million in public funds for the purchase of goods or services by the City in a given fiscal year, Vendor acknowledges that the requirements of the Texas Public Information Act, Government Code, Chapter 552, Subchapter J, pertaining to the preservation and disclosure of Contracting Information maintained by the City or sent between the City and a vendor, contractor, potential vendor, or potential contractor, may apply to this RFO and any resulting contract. Vendor agrees that the contract can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

By submitting an offer, Offeror warrants and certifies, and a contract awarded pursuant to this RFO is made in reliance thereon, that it, has not knowingly or intentionally failed to comply with this subchapter in a previous offer or contract. City hereby relies on Vendor's certification, and if found to be false, City may reject the offer or terminate the Contract for material breach.

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. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Vendor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction. **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 III.C.1 of the SBEDA Ordinance. As part of such

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

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.

Attorney's Fees. The Parties hereto expressly agree that, in the event of litigation, each party hereby waives its right to payment of attorneys' fees.

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2270.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

- (1) Does not boycott Israel; and
- (2) Will not boycott Israel during the term of the contract.

This section only applies to a contract that:

- (1) is between a governmental entity and a company with 10 or more full-time employees; and
- (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. This term does not include a sole proprietorship.

By submitting an offer to or executing contract documents with the City of San Antonio, Company hereby verifies that it does not boycott Israel, and will not boycott Israel during the term of the contract. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach

Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited. Texas Government Code §2252.152 provides that a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Texas Government Code §§2270.0201 or 2252.153. Vendor hereby certifies that it is not identified on such a list and that it will notify City should it be placed on such a list while under contract with City. City hereby relies on Vendor's certification. If found to be false, or if Vendor is identified on such list during the course of its contract with City, City may terminate the Contract for material breach.

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

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

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

Offeror Information

Please Print or Type

Vendor ID No.	V30008915
Signer's Name	Babette Schrank
Name of Business	CNC Technologies, LLC
Street Address	1018 E 20th Street
City, State, Zip Code	Upland, CA 91784
Email Address	bschrank@cnctechnologies.com
Telephone No.	530 559 4919
Fax No.	N/A
City's Solicitation No.	6100012076



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

All-or-None Offer - an RFO in which City will award the entire contract to one offeror only.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A - PRICE SCHEDULE
POST AS SEPARATE ATTACHMENT**

EXHIBIT B
SOLE SOURCE DOCUMENTATION
POST AS A SEPARATE ATTACHMENT

EXHIBIT C
STATEMENT OF WORK
POSTED AS SEPARATE DOCUMENT

CNC Technologies, LLC

1018 E. 20th St
 Upland, CA 91784

QUOTE NO. SAPD347265 Rev C
 DATE January 29, 2020
 CUSTOMER ID SAPD
 EXPIRATION DATE April 28, 2020

TO San Antonio Police Department

SALES	JOB	SHIPPING METHOD	PAYMENT TERMS	DELIVERY DATE	SHIPPING TERMS	DUE DATE
	SAPD		60% Down, 30% Equipment Delivery, 10% Final		Net 30	

ITEM#	QTY	DESCRIPTION	TOTAL
San Antonio Police Department - Section 1			
Ground Receive System (GRS) with shipping			
1A	1.00	A6 Diversity Panel Antenna System with BDC's > Small, light weight panel antenna system > Six (6) medium gain panel antennas - Frequency: 6.4 GHz to 6.5 GHz - Gain: 15 dBi > Six (6) Troll Downlink, 6.5 GHz Block Down Converters - Frequency: 6415 MHz - 6535 MHz - LO: 6020 MHz, 33 dB Gain - Output: 395-515MHz > Fully enclosed system	\$ 77,081.00
	6.00	RG6 Cable Connectors and Termination & Test > RG6 cable termination only - Includes TNC to BNC and spare BNC connector	
	1800.00	RG6 RF Cable, per foot > \$0.80 per foot - Six (6) cables x 300 feet each	
	12.00	TNC Connector Kit, One (1) Piece	
	1.00	Diversity Multimedia Receiver and IP Decoder with B-Crypt Decryption and Echo Transport Stream. Includes: > Receiver/Controller in one housing > 6 Channel Diversity Rx > Maximum ratio combining, DVB-T demodulator > ASI output and UDP streaming over IP > Internal power supplies with independent switching for external BDC's > Front panel local control or remote control via serial, Ethernet or dial-up > 50 MHz to 7 GHz, with correlating down converters (sold separately) > Output Resolution: Up to 1080P (user selectable) > Output Type: HDMI and simultaneous Composite (RCA Video, Audio) (Composite is downconverted from HDMI) > Supports full decryption – B-Crypt decryption > Echo transport stream – user can specify secondary IP to echo incoming stream (used with direct receiver connections) - Echo with B-Crypt, Echo clear, Echo uni-cast or multicast > Full support for CP-TAS-4000 (Troll Archive Server, required, sold separately) - Pause, FF, RW – Play archives	

	1.00	Upgrade Kit, Lightning Diverter, with Rack Mount Panel > For base of Diversity Antenna: Six (6) gas-discharge lightening protectors with mounting hardware > For base of Cable Run: Six (6) gas-discharge lightening protectors with mounting panel > Recommendation: Install all 12 lightening protectors to provide protection for both the antenna and receiver			
	1.00	Shipping			
Ground Command Center Site					
1B	1.00	Video Network Server > Supports: - Up to 32 inputs - Up to four (4) unique output streams > Each output can support up to four (4) resolutions using optional transcoders (sold separately) > Server specifications: - 1U quad-core computer - High performance GPU - Windows 7 professional - Wowza Media server (Version 4) - USB "dongle" license key - Encrypted Security - Redundant Power Supplies			\$ 30,195.00
	1.00	ConTroll-Pac, Transcoder and Receiver Control License > Adds one (1) Receiver driver > Adds one (1) Bcrypt decryption > Adds one (1) Rec input stream to existing VNS server (one required per receiver) > Adds Transcoder per output stream as required to support configuration			
	1.00	Stand-Alone IP Decoder with B-Crypt Decryption and Echo Transport Stream > Output Resolution: Up to 1080P (user selectable) > Output Type: HDMI and simultaneous Composite (RCA Video, Audio) (Composite is downconverted from HDMI) > Input: Ethernet > Control: IR remote (included with external IR detector for remote mounting) - Optional USB keyboard, not included > Supports full decryption – managed from VNS (server side, managed as "user" by server) - B-Crypt decryption (direct connection to receiver) > Echo transport stream – user can specify secondary IP to echo incoming stream (used with direct receiver connections) - Echo with B-Crypt - Echo clear - Echo uni-cast or multicast > Full support for CP-TAS-4000 (Troll Archive Server, required, sold separately) - Pause, FF, RW – Play archives			
1C	1.00	>Engineering Support >Compete System Drawing Package >Installation of all included GRS equipment >Final System Commission by CNC Technologies >System Support - 1 Year			\$ 63,400.00
Oversight of CNC Live equipment and Cloud Integration for Airbus H125					

1D	1.00	<ul style="list-style-type: none"> > Oversight and coordination of CNC-Live equipment and Cloud integration and Airbus H125 Mission Suite. > 24/7/365 live technical support > Unlimited service calls with a tech on-site within 2 business days of repair request. > Loaner systems provided within 48 hours after on-site service call, if needed. > On-site system and operational training for agency personnel. > Comprehensive and ongoing training to operate mission suite solution with maximum ease and efficiency. > Training courses are done at SAPD facility with SAPD equipment and offer a hands-on learning experience that includes an in-depth review of all equipment, system functionality, user interface, and routine maintenance procedures. > All parts and labor to repair or replace defective components covered by warranty. > Technical and operational consultation services for Local, State and Federal agencies. 			\$ 75,000.00
1E	1.00	Shipping			\$ 670.00
1F	1.00	Portable CNC-Live gateway, no transcoding, Custom SNP SW. Remote Access Capabilities. <ul style="list-style-type: none"> > Supports most USB LTE Modems (customer provided) - Carrier TBD by end user - Requires data plan (not included) 			\$ 17,560.00
2A	1.00	On-Site Training for up to 5 Operators/Maintenance Personnel <ul style="list-style-type: none"> >Documentation - Electronic Copies >Training Syllabus 			\$ 4,000.00
CNC.Live Subscription					
2B	1.00	CNC.Live (Government AWS Standard) Yearly Subscription (1 Year) > Supports 250 users <ul style="list-style-type: none"> - Additional users can be activated on a monthly basis for an additional charge > HTTPS security on all streams > Supports iOS, Android, Windows, Linux > Supports multiple resolutions / quality > Supports G3, LTE, WiFi connections > Administrator management of access privileges: <ul style="list-style-type: none"> - User - Time of day - Events - Groups > Includes 1TB of user outbound data per month (20 continuous users, @ 1Mbps, 4 hours a day, 30 days a month) - Additional data can be purchased on a monthly basis in 1TB increments, for an additional charge > Yearly subscription valid for twelve (12) months from activation date - Annual renewal required (every 12 months) 			
	1.00	Year 1			\$ 23,125.00
2C	1.00	CNC.Live Onsite Configuration & Customer Training Includes up to 3 days onsite, Cont. US			\$ 16,250.00
Ground Receive Site Extended Service and Support					

3A		<ul style="list-style-type: none"> > Oversight and coordination of downlink integration and ongoing support: > 24/7/365 live technical support > Unlimited service calls with a tech on-site within 3 business days of repair request. > Loaner systems provided within 48 hours after on-site service call, if needed. > On-site system and operational training for agency personnel. > Comprehensive and ongoing training to operate mission suite solution with maximum ease and efficiency. > Training courses are done at SAPD facility with SAPD equipment and offer a hands-on learning experience that includes an in-depth review of all equipment, system functionality, user interface, and routine maintenance procedures. > Complimentary Service/Support to existing ground infrastructure. > Valid transfers of OEM existing and new warranties to successful bidder for coverage plus expedited factory service from OEM's to winning bidder. > All parts and labor to repair or replace defective components covered by warranty. > Technical and operational consultation services for Local, State and Federal agencies. 			
	1.00	Year 1			INCLUDED
	1.00	Year 2			\$ 31,320.00
	1.00	Year 3			\$ 31,320.00
	1.00	Year 4			\$ 31,320.00
	1.00	Year 5			\$ 31,320.00
Ground Receive Site Extended Warranty					
3B		<ul style="list-style-type: none"> > Extends manufacturer's warranty for one year for all manufacturing and software defects > Warranty repair equipment to be sent to manufactures facility for repair 			
	1.00	Year 1			INCLUDED
	1.00	Year 2			\$ 11,790.00
	1.00	Year 3			\$ 11,790.00
	1.00	Year 4			\$ 11,790.00
	1.00	Year 5			\$ 11,790.00
H125 Extended 24/7 Service and Support					
3C		<ul style="list-style-type: none"> > Oversight and coordination of downlink integration and ongoing support: > 24/7/365 live technical support > Unlimited service calls with a tech on-site within 3 business days of repair request. > Loaner systems provided within 48 hours after on-site service call, if needed. > On-site system and operational training for agency personnel. > Comprehensive and ongoing training to operate mission suite solution with maximum ease and efficiency. > Training courses are done at SAPD facility with SAPD equipment and offer a hands-on learning experience that includes an in-depth review of all equipment, system functionality, user interface, and routine maintenance procedures. > Complimentary Service/Support to existing ground infrastructure. > Valid transfers of OEM existing and new warranties to successful bidder for coverage plus expedited factory service from OEM's to winning bidder. > All parts and labor to repair or replace defective components covered by warranty. > Technical and operational consultation services for Local, State and Federal agencies. 			
	1.00	Year 1			INCLUDED
	1.00	Year 2			\$ 37,890.00
	1.00	Year 3			\$ 37,890.00

	1.00	Year 4			\$	37,890.00
	1.00	Year 5			\$	37,890.00
HI25 Extended Warranty						
3D		<ul style="list-style-type: none"> > Extends manufacturer's warranty for one year for all manufacturing and software defects > Warranty repair equipment to be sent to manufactures facility for repair 				
	1.00	Year 1				INCLUDED
	1.00	Year 2			\$	24,200.00
	1.00	Year 3			\$	24,200.00
	1.00	Year 4			\$	24,200.00
	1.00	Year 5			\$	24,200.00
CNC.Live Subscription						
3E		<p>CNC.Live (Government AWS Standard) Yearly Subscription (1 Year) > Supports 250 users</p> <ul style="list-style-type: none"> - Additional users can be activated on a monthly basis for an additional charge > HTTPS security on all streams > Supports iOS, Android, Windows, Linux > Supports multiple resolutions / quality > Supports G3, LTE, WiFi connections > Administrator management of access privileges: <ul style="list-style-type: none"> - User - Time of day - Events - Groups > Includes 1TB of user outbound data per month (20 continuous users, @ 1Mbps, 4 hours a day, 30 days a month) - Additional data cab be purchased on a monthly basis in 1TB increments, for an additional charge > Yearly subscription valid for twelve (12) months from activation date - Annual renewal required (every 12 months) 				
	1.00	Year 1				INCLUDED
	1.00	Year 2			\$	23,125.00
	1.00	Year 3			\$	23,125.00
	1.00	Year 4			\$	23,125.00
	1.00	Year 5			\$	23,125.00
CNC.Live Extended 24/7 Service and Support						
3F		<ul style="list-style-type: none"> > Oversight and coordination of CNC-Live equipment and Cloud integration > 24/7/365 live technical support > Unlimited service calls with a tech on-site within 3 business days of repair request. > Loaner systems provided within 48 hours after on-site service call, if needed. > On-site system and operational training for agency personnel. > Comprehensive and ongoing training to operate mission suite solution with maximum ease and efficiency. > Training courses are done at SAPD facility with SAPD equipment and offer a hands-on learning experience that includes an in-depth review of all equipment, system functionality, user interface, and routine maintenance procedures. > All parts and labor to repair or replace defective components covered by warranty. > Technical and operational consultation services for Local, State and Federal agencies. 				
	1.00	Year 1				INCLUDED
	1.00	Year 2			\$	9,780.00

	1.00	Year 3			\$	9,780.00
	1.00	Year 4			\$	9,780.00
	1.00	Year 5			\$	9,780.00
CNC.Live Extended Warranty						
3G		> Extends manufacturer's warranty for one year for all manufacturing and software defects > Warranty repair equipment to be sent to manufactures facility for repair				
	1.00	Year 1				INCLUDED
	1.00	Year 2			\$	2,200.00
	1.00	Year 3			\$	2,200.00
	1.00	Year 4			\$	2,200.00
	1.00	Year 5			\$	2,200.00
Notes						
		Quote assumes customer has backhaul between site location and command center and dedicated minimum 10Mbps broadband connection.				
Sub-Total Section 1:						\$ 868,501.00

San Antonio Police Department - Section 2						
Optional Directional Down Link System EC120 x 3						
HD/SD 6GHz Airborne TX System for new aircraft						
4A	3.00	Troll SkyLink LinkBox Transmitter System > Band: C > Frequency: 6400 - 6500 MHz > Power: 8W linear > Video Inputs: - Composite - (SD/HD) SDI - Ethernet - ASI > Power Outputs: - Two (2) 28 VDC Switches - Three (3) 12 VDC Switches - 100 Watt max power > Six (6) external Ethernet ports > Includes mounting tray	\$	67,145.00	\$	201,435.00
	3.00	Remote Interface Protocol Driver and Software for External Mapping System Control				
	3.00	TS LinkBox and Mini Antenna Control Software				
	3.00	Installation Connector Kit, LinkBox > Connectors for - Power - Ethernet - Auxiliary - LinkBox to Mini - Video I/O > Cable termination instructions				
	3.00	SL-ICK-SLM-02 Installation Connector Kit, LB to MINI w/ Internal INS > Includes cable termination instructions				
Airborne Antenna System for new aircraft						

4B	3.00	SL-MINI2-1525-02 SkyLink MINI Antenna Pod, L/S Band with Internal INS High performance directional antenna > Stand-alone Antenna with built-in servo drive > Small and light weight > Internal INS > Frequency: 1.5 GHz to 2.5 GHz > Gain: 11 dBi mid-band > Vertical Polarization > AZ control only (No Elevation) > Continuous rotation > 24 VDC > No dovetail mounting bracket > Control options: - SkyLink C100 (sold separately) - Ethernet / Serial interface with Cyclops control software - ICD included for customer control system	\$ 54,500.00	\$ 163,500.00
	3.00	Shipping (estimated)	\$ 2,650.00	\$ 7,950.00
Project Engineering Management & Support - for new aircraft				
4C	3.00	Project Engineering Management (Per Aircraft): > Complete System Design > Full DL Drawing Package for all DL equipment on this quote > Engineering Support > Installation (including all mounts, Cabling, FAA, etc.) > Final System Commission > System Support - 1 Year	85,150.00	\$ 255,450.00
Full System Training and Support for new aircraft				
4D	3.00	On-Site Training for up to 5 Operators/Maintenance Personnel	INCLUDED	INCLUDED
Extended Warranty - Per Aircraft for new aircraft				
4E		> Extends manufacturer's warranty for one year for all manufacturing and software defects > Warranty repair equipment to be sent to manufactures facility for repair		
	3.00	Year 1 (price schedule year 2)	INCLUDED	INCLUDED
	3.00	Year 2 (price schedule year 3)	\$ 27,125.00	\$ 81,375.00
	3.00	Year 3 (price schedule year 4)	\$ 27,125.00	\$ 81,375.00
	3.00	Year 4 (price schedule year 5)	\$ 27,125.00	\$ 81,375.00
Extended 24/7 Service and Support for new aircraft				
5		> Oversight and coordination of downlink integration and ongoing support: > 24/7/365 live technical support > Unlimited service calls with a tech on-site within 3 business days of repair request. > Loaner systems provided within 48 hours after on-site service call, if needed. > On-site system and operational training for agency personnel. > Comprehensive and ongoing training to operate mission suite solution with maximum ease and efficiency. > Training courses are done at SAPD facility with SAPD equipment and offer a hands-on learning experience that includes an in-depth review of all equipment, system functionality, user interface, and routine maintenance procedures. > Complimentary Service/Support to existing ground infrastructure. > Valid transfers of OEM existing and new warranties to successful bidder for coverage plus expedited factory service from OEM's to winning bidder. > All parts and labor to repair or replace defective components covered by warranty. > Technical and operational consultation services for Local, State and Federal agencies.		

3.00	Year 1 (price schedule year 2)	INCLUDED	INCLUDED
3.00	Year 2 (price schedule year 3)	\$ 16,600.00	\$ 49,800.00
3.00	Year 3 (price schedule year 4)	\$ 16,600.00	\$ 49,800.00
3.00	Year 4 (price schedule year 5)	\$ 16,600.00	\$ 49,800.00
Notes			
Sub-Total Section 2:			\$ 1,021,860.00

Totals			
Total Section 1:			\$ 868,501.00
Total Section 2:			\$ 1,021,860.00
Grand Total:			\$ 1,890,361.00



City of San Antonio

ADDENDUM I

SUBJECT: Annual Contract for Installation, Maintenance & Support of the Helicopter Video Down Link System at the San Antonio Police Department (RFO) 6100012076, Scheduled to Open: November 12, 2019; Date of Issue: November 12, 2019

FROM: Jorge Garcia, Procurement Manager

DATE: November 18, 2019

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I – TO THE ABOVE REFERENCED REQUEST FOR OFFER

THE ABOVE MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

Vendor acknowledges and agrees that Exhibit A, Price Schedule, includes any and all costs to City for Vendor to complete all the obligations, conditions, tasks, products, and representations described in Exhibit C, Statement of Work.


Jorge Garcia
Procurement Manager
Finance Department, Purchasing Division

****ACKNOWLEDGED AND AGREED****

Date 11/19/2019

Company Name CNC Technologies, LLC

Address 1018 E 20th Street

City/State/Zip Code Upland, CA 91784

Signature 



City of San Antonio

ADDENDUM II

SUBJECT: Request for Offer - Annual Contract for Installation, Maintenance & Support of the Helicopter Video Down Link System at the San Antonio Police Department (RFO 6100012076)

FROM: Jorge Garcia
Procurement Manager

DATE: February 10, 2020

THIS NOTICE SHALL SERVE AS ADDENDUM II TO THE ABOVE REFERENCED REQUEST FOR OFFER (RFO)

THE ABOVE MENTIONED RFO IS HEREBY AMENDED AS FOLLOWS:

Remove: Vendor Quotes SAPD119910 Rev F, SAPD200119 Rev F, SAPD235563 Rev C from Vendor Response to RFO 6100012076

Remove: Exhibit B – Sole Source Documentation is deleted in its entirety.

Add: Vendor Quote SAPD347625 Rev C is hereby added as "Exhibit B – Quote SAPD347625 Rev C".

Jorge Garcia
Procurement Manager
Finance Department – Purchasing Division

*** ACKNOWLEDGED AND AGREED***

Date: 2/10/2020

Respondent Name: Babette Schrank

Address: 1018 E 20th Street

City/State/Zip Code: Upland, CA 91784

Signature