

ORDINANCE

2018-09-20-0734

APPROVING A CONTRACT WITH COBAN TECHNOLOGIES, INC. FOR COBAN IN-CAR VIDEO REPLACEMENTS FOR THE SAN ANTONIO POLICE DEPARTMENT FOR AN ESTIMATED COST OF \$1,450,000.00 ANNUALLY, FUNDED FROM TAX NOTES AND INCLUDED THE FY 2018-2023 CAPITAL IMPROVEMENT PROGRAM BUDGET.

* * * * *

WHEREAS, an offer was submitted by COBAN Technologies, Inc. to provide the San Antonio Police Department with COBAN in-car video replacements for an estimated annual cost of \$1,450,000.00; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(2), which provides for a procurement necessary to preserve or 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 COBAN Technologies, Inc. to provide the San Antonio Police Department with COBAN in-car video replacements for an estimated annual cost of \$1,450,000.00 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.

SECTION 2. Payment in the amount not to exceed \$1,270,800.00 in SAP Fund 43099000, Certificates of Obligation Capital Projects, SAP Project Definition 17-00034, In Car Video Replacement, is authorized to be encumbered and made payable to COBAN Technologies, Inc., for COBAN In-Car Video Replacements.

SECTION 3. Any additional funds will be encumbered upon issuance of purchase orders and payment is authorized to the vendor identified herein. All expenditures will be in accordance with the Fiscal Year 2019 budget and such other appropriations necessary to fund the contract through its term as evidenced by subsequent ordinances.

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

LC
09/20/18
Item No. 7

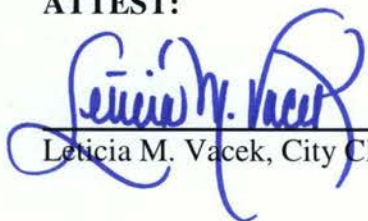
SECTION 5. This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.

PASSED and **APPROVED** this 20th day of September, 2018.



M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	7 (in consent vote: 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26)						
Date:	09/20/2018						
Time:	09:35:36 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance approving a contract for COBAN in-car video replacements with COBAN Technologies, Inc. for the San Antonio Police Department for an estimated cost of \$1,450,000.00 annually, funded from Tax Notes and is included in the FY 2018 - 2023 Capital Improvement Program budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
William Cruz Shaw	District 2		x				x
Rebecca Viagran	District 3		x			x	
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8	x					
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

LC
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Item No. 7

EXHIBIT I

City of San Antonio Bid Tabulation

Exhibit I

Opened: August 17, 2018		PHS	
For: Annual Contract for COBAN In-Car Video Replacement		COBAN Technologies, Inc.	
6100010598		KM	11375 West Sam Houston Parkway, Suite 800
			Houston, TX 77031
			281-900-3500
Item	Description	Estimated Quantity	Estimated Annual Cost
1	Annual Replacement for COBAN In-Car Video		
A	FY2019	240	\$1,449,492.00
B	FY2020	240	\$1,449,492.00
C	FY2021	240	\$1,449,492.00
D	FY2022	240	\$1,449,492.00
E	FY2023	240	\$1,449,492.00
2	Discount from List In-Car Video Catalog	Percentage	3%
Estimated Total Award			\$7,247,460.00



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100010598

A/C COBAN IN-CAR VIDEO REPLACEMENTS

Date Issued: AUGUST 10, 2018

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM CST, AUGUST 28, 2018

Responses may be submitted by any of the following means:

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

Address for hard copy responses:

Physical Address:

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

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"A/C COBAN IN-CAR VIDEO REPLACEMENTS"

Offer Due Date: 10:00 A.M. CST, AUGUST 28, 2018

RFO No.: 6100010598

Offeror's Name and Address

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

Affirmative Procurement Initiative: N/A

DBE / ACDBE Requirements: N/A

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 N/A.

Staff Contact Person: KRISTEN MCAVOY, PROCUREMENT SPECIALIST III, P.O. Box 839966, San Antonio, TX 78283-3966

Email: KRISTEN.MCAVOY@SANANTONIO.GOV

SBEDA Contact Information: , 210-207-3900,

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Restrictions on Communication.

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

Exceptions to the restrictions on communication with City employees include:

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

Offerors may submit written questions, or objections to specifications, concerning this RFO to the Staff Contact Person listed on the Cover Page on or before 1 calendar days prior to the date offers are due. Questions received after the stated deadline will not be answered. Questions submitted and the City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

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

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

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

Pre-Submittal Conference.

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

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

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

Changes to RFO.

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

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

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

Preparation of Offers.

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

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

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

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

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

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

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

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://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

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, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205.

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

004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio's Police Department is soliciting a bid for the purchase and delivery of an in-car video package as specified below.

BACKGROUND:

In October 2010, SAPD contracted with COBAN Technologies to equip police patrol vehicles with mobile video and voice recording equipment (EDGE System) installed in marked patrol vehicles. This equipment has the capability to gather video evidence as a recording of officer and citizen interaction from the perspective of the patrol vehicle.

The COBAN In-Car Video units are reaching end-of-life status and require replacement. This contract will provide SAPD with an annual contract to replace and estimated 240 units annually. The selected COBAN units represent digital video recording equipment made specifically for the public safety, utility and military community. SAPD has created a standard of using COBAN Technologies in-car video packages.

SPECIFICATIONS:

Category A

1A) Item Number: SYSED-02

Edge in Car System to include:

- 5.7" Touchscreen Monitor
- Smart Power Module (SPM) w/UPS
- 8 GB Internal SSD OS Drive
- 64 GB Internal SSD Fail-Safe Drive
- 64 GB Removable SSD
- Front Facing SD Color Camera
- Wireless Microphone
- Covert Backseat Microphone
- Internal 802.11 a/g/n Wireless Card
- Three Year Limited Hardware Warranty

1B) Item Number: FOCUS H1

FOCUS H1 in Car System to include:

- 4.3" Touchscreen Monitor
- GPS
- Crash Sensor
- Smart Power Module (SPM) w/UPS
- 16 GB Internal Solid State OS Drive
- 128 GB Internal Solid State Fail-Safe Drive
- 64 GB Removable Thumb Drive
- Backseat Wide Angle IR Camera with Built In Covert Microphone
- Front Facing HD Low Profile Color Camera
- Wireless Microphone
- Internal 802.11 a/g/n Wireless Card
- Three Year Limited Hardware Warranty

2) Item Number: SCOPT-60

OPT-Global SAT GPS

Add: GPS for Video Trigger or Tracking

3) Item Number: SCOPT-04

OPT-Crash Sensor

Add: GPS for Video Trigger or Tracking

4) Item Number: SCOPT-56

OPT-Backseat IR Camera

5) Item Number: SCOPT-27

OPT-Two Dual Band Antenna 802.11 A/G/N
Includes two (2) antennas

6) Item Number: WLIC-01

DVMS Solution License
Software License with 3 years Technical Support (per in-car unit)

Category B – Catalog Discount

Category B is seeking a percent discount from the list price of the vendor's published product catalog for other items the City may purchase that are not shown in Category A. The percentage discount shall be one fixed, SINGLE, percentage discount (i.e. 10%, 25%, 50% etc., NOT 7.5% or between 5-7%). The percentage discount is firm throughout the entire contract period including renewals. The City reserves the right to buy items that fall under Category B elsewhere whenever it's in the City's best interest.

This Catalog Discount is not applicable to products subject to a manufacturer-imposed pricing requirements policy or resale price policy applicable to all distributors.

A vendor's published product catalog showing list prices or a static online/web access showing list prices must be included with bid response.

REBATES AND PROMOTIONS

Vendor shall pass on all rebates and special promotions offered by a manufacturer during the term of the contract. It shall be the responsibility of the vendor to notify City of such rebates or special promotions during the contract period. Vendor may offer special promotions provided that the new price charged for the item(s) is lower than what would otherwise be available through the contract. It is understood that special promotions may be of limited duration.

Delivery Address:

San Antonio Police Department
315 South Santa Rosa
San Antonio, TX 78207

Related Notes:

The Police Department does have a (un)loading dock. Any and all delivery charges, including but not limited to shipping/handling/fueling/offloading, must be reflected as one separate line item. Additional charges, outside of this line item, will not be allowed.

Delivery must occur from Monday thru Friday between 7:45 am and 4:30 pm. No delivery will be accepted on Saturdays, Sundays and city approved holidays.

All items must be delivered to the delivery address list above as soon as possible. Express or Overnight Shipping is authorized.

Defective Goods:

Supplier shall pay for return shipment on any goods that arrive in a damaged or broken condition. Supplier must arrange for the return shipment of damaged goods.

Purchasing Authority:

This purchase is made **under the authority of** Section 252.022 of the Local Government Code to preserve or protect the public health or safety of the municipality's residents.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or date specified in the award letter if this contract does not exceed \$50,000 and terminate on SEPTEMBER 30, 2019.

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.

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.

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.

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.

Incorporation of Attachments.

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

- Attachment A – Price Schedule
- Attachment B - VOSBPP Tracking Form (City Policy)
- Attachment C - TX State Form 1295 (Statutory Requirement)
- Attachment D – LPP Identification Form (City Policy)
- Exhibit 1 - State of Texas & City of San Antonio Requirements
- Exhibit 2 – Insurance and Indemnification Requirements (Required)

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 meet specifications, Vendor shall reimburse City for the costs of testing. City may withhold the cost of testing from any amounts owed to Vendor under this or any other contract, or invoice Vendor for same. If invoiced, Vendor shall pay City within 30 calendar days' of the invoice.

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

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

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that

as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction.

Records Retention.

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

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section IILC.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for

subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

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

007 - SIGNATURE PAGE

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

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

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

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

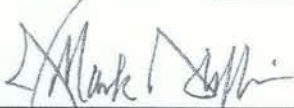
to the best of his/her knowledge, all information is true and correct.

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

Offeror Information

Please Print or Type

Vendor ID No.	<u>1039967</u>
Signer's Name	<u>Mark Griffin</u>
Name of Business	<u>COBAN Technologies, Inc.</u>
Street Address	<u>11375 West Sam Houston Parkway South #800</u>
City, State, Zip Code	<u>Houston, Texas 77031</u>
Email Address	<u>pmo@cobantech.com</u>
Telephone No.	<u>281-925-0488</u>
Fax No.	<u>281-925-0535</u>
City's Solicitation No.	<u>6100010598</u>



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

ATTACHMENT A

PRICE SCHEDULE

Please provide pricing as requested on this Price Schedule and return with the RFO. Please provide all information contained on this Price Schedule.

LOCAL PREFERENCE PROGRAM ORDINANCE

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

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

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

Category A – Base Configuration (Estimated Annual Quantities)			
ITEM 1A: Edge in Car System; Item #SYSED-02			
	Quantity (A)	Unit Cost (B)	Extended Cost (A X B)
Description: <u>EDGE In-Car System</u> <u>Item# SA-SYSED-02</u>	240 Each	\$ 4,314.00	\$ 1,035,360.00
ITEM 1B: FOCUS H1 in Car System; Item #FOCUS H1			
	Quantity (A)	Unit Cost (B)	Extended Cost (A X B)
Description: <u>FOCUS H1 In-Car System</u> <u>Item# SA-FOCUS-51-00</u>	240 Each	\$ 5,058.55	\$ 1,214,052.00

ITEM 2: Opt-Global SAT GPS; Item #SCOPT-60			
	Quantity (A)	Unit Cost (B)	Extended Cost (A X B)
Description: <u>OPT - Global SAT GPS</u> <u>Item# SA-SCOPT-60</u>	240 Each	\$ 0.00	\$ 0.00

ATTACHMENT A

ITEM 3: Opt-Crash Sensor; Item #SCOPT-04			
	Quantity (A)	Unit Cost (B)	Extended Cost (A X B)
Description: <u>OPT - Crash Sensor</u> <u>Item# SA-SCOPT-04</u>	240 Each	\$127.50	\$30,600.00

ITEM 4: Opt-Backseat IR Camera; Item #SCOPT-56			
	Quantity (A)	Unit Cost (B)	Extended Cost (A X B)
Description: <u>OPT - Backseat IR Camera</u> <u>Item# SA-SCOPT-56</u>	240 Each	\$170.00	\$40,800.00

ITEM 5: Opt-Two Dual Band Antenna 802.11 A/G/N; Item #SCOPT-27			
	Quantity (A)	Unit Cost (B)	Extended Cost (A X B)
Description: <u>OPT - Two Dual Band</u> <u>Antenna 802.11 A/G/N</u> <u>Item# SA-SCOPT-27</u>	240 Each	\$195.50	\$46,920.00

ITEM 6: DVMS Solution License; Item #WLIC-01			
	Quantity (A)	Unit Cost (B)	Extended Cost (A X B)
Description: <u>DVMS Solution License</u> <u>Item# SA-WLIC-01</u>	240 Each	\$450.00	\$108,000.00

ATTACHMENT A

ITEM 7: Shipping			
	Quantity (A)	Unit Cost (B)	Extended Cost (A X B)
Shipping - In-Car Video System	240 Each	\$38.00	\$9,120.00

Please complete the following:

Prompt Payment Discount: _____ % within _____ Days (Net 30 will apply if left blank).

Delivery will be made within 60 calendar days after receipt of purchase order.

ORDER PLACEMENT INFORMATION – Vendor shall list the preferred service contact method and contact information. (check all that apply)

Phone: 281-925-0488 ext. 160 Fax: 281-925-0535 Email: pmo@cobantech.com

Category B – Catalog Discount

Please complete the following:

Catalog Discount: 3.0 %



Terms: Net 30 Days
 FOB Point: Destination

Prepared for:

City of San Antonio Police Department Pricing Catalog
 RFO NO. 6100010598
 COBAN Technologies, Inc.

Quote #	Date
SAPD-20180827-CIN01	8/27/2018
Prepared by:	
Cindy Chang	

COBAN IN-CAR SYSTEM - EDGE SD/HD			UoM	Quoted	Quantity	Total	Classification	Manufacturer	Keywords
SA-SYSED-06-C	EDGE SD/HD In-Car System	EDGE IN-CAR SYSTEM w SD/HD CAMERA & BACK SEAT CAMERA - 5.7" touchscreen monitor - GPS - Smart Power Module (SPM) w/ UPS - 16 GB internal SSD OS drive - 64 GB internal SSD Fail-Safe drive - 64 GB removable SSD - Backseat wide angle IR camera with built in covert microphone - Front facing SD/HD low profile color camera - Wireless microphone - Internal 802.11 a/g/n/ac wireless card - Three year limited hardware warranty	EA	\$ 5,001.32		\$ -	In-Car Video System	COBAN Technologies, Inc.	In-Car Camera Video System ICV EDGE
COBAN IN-CAR SYSTEM - FOCUS H1 WITH FOCUS X1 BODY CAMERA			UoM	Quoted	Quantity	Total	Classification	Manufacturer	Keywords
SA-FOCUS-52-00	FOCUS H1 In-Car System w/ Body Camera	FOCUS H1 HI-Def IN-CAR SYSTEM 2 CAMERAS & FOCUS X1 BODY CAMERA AND VEHICLE INTEGRATION DOCK - 4.3" touchscreen monitor - GPS - Crash Sensor - Smart Power Module (SPM) w/ UPS - 16 GB internal Solid State OS drive - 128 GB internal Solid State Fail-Safe drive - 64 GB removable Thumb Drive - Backseat wide angle IR camera with built in covert microphone - Front facing HD low profile color camera - FOCUS X1 Body Camera Package - FOCUS X1 Vehicle Integration Dock - Internal 802.11 a/g/n/ac wireless card - Three year H1 limited hardware warranty - Three year X1 & Vehicle Dock Extended warranty	EA	\$ 5,664.80		\$ -	In-Car Video System	COBAN Technologies, Inc.	In-Car Camera Video System ICV FOCUS



Terms: Net 30 Days
FOB Point: Destination

Prepared for:

City of San Antonio Police Department Pricing Catalog
RFO NO. 6100010598
COBAN Technologies, Inc.

Quote #	Date
SAPD-20180827-CIN01	8/27/2018
Prepared by:	
Cindy Chang	

COBAN IN-CAR SYSTEM - FOCUS H1 W/O WIRELESS MIC			UoM	Quoted	Quantity	Total	Classification	Manufacturer	Keywords
SA-FOCUS-50-00	FOCUS H1 In-Car System ONLY	FOCUS H1 HI-Def IN-CAR SYSTEM w/o BODY CAMERA OR WIRELESS MICROPHONE - 4.3" touchscreen monitor - GPS - Crash Sensor - Smart Power Module (SPM) w/ UPS - 16 GB internal Solid State OS drive - 128 GB internal Solid State Fail-Safe drive - 64 GB removable Thumb Drive - Backseat wide angle IR camera with built in covert microphone - Front facing HD low profile color camera. - Internal 802.11 a/g/n/ac wireless card - Three year limited hardware warranty	EA	\$ 4,699.65		\$ -	In-Car Video System	COBAN Technologies, Inc.	In-Car Camera Video System ICV FOCUS
COBAN IN-CAR OPTIONS			UoM	Quoted	Quantity	Total	Classification	Manufacturer	Keywords
SA-MZZ-01	Mounting	MOUNTING	EA	\$ 97.00		\$ -	Accessory	COBAN Technologies, Inc.	ICV Accessory EDGE FOCUS
SA-SCOPT-02	MDC/Laptop Integration	MDC / LAPTOP INTEGRATION	EA	\$ 242.50		\$ -	Accessory	COBAN Technologies, Inc.	ICV Accessory EDGE FOCUS
SA-SCOPT-14	Wired / Visor Mount Ethernet Port	WIRED / VISOR MOUNT ETHERNET PORT	EA	\$ 77.60		\$ -	Accessory	COBAN Technologies, Inc.	ICV Accessory EDGE FOCUS
SA-SCOPT-27	Two Dual Band Antennas	TWO DUAL BAND ANTENNAS (802.11 A/G/N/AC)	EA	\$ 198.85		\$ -	Accessory	Laird Inc. TRAB24/49003 NMOHPCNRPSMM518	ICV Accessory EDGE FOCUS
SA-SCOPT-56	Back Seat Wide Angle IR Camera	BACK SEAT WIDE ANGLE IR CAMERA (includes 1 - 12ft extension)	EA	\$ 174.60		\$ -	Accessory	COBAN Technologies, Inc.	ICV Accessory EDGE
SA-SCPKD-DRA-0405	Secondary Microphone Receiver Module	SECONDARY MICROPHONE RECEIVER MODULE	EA	\$ 130.95		\$ -	Accessory	COBAN Technologies, Inc.	ICV Accessory EDGE FOCUS
SA-SCPKB-DRA-0100	G5 Wireless Microphone Package	G5 WIRELESS MICROPHONE PACKAGE (Includes: Transmitter, Battery, Lapel Mic, Antenna, Charger, AC/DC Adapters for charger and Leather Holster.)	EA	\$ 358.90		\$ -	Accessory	COBAN Technologies, Inc.	ICV Accessory EDGE FOCUS
SA-SCPKE-DRA-0500	G5 10 Bay Microphone Charging Bank	G5 10 BAY MICROPHONE CHARGING BANK	EA	\$ 805.10		\$ -	Accessory	COBAN Technologies, Inc.	ICV Accessory EDGE FOCUS
SA-SCMH-G3-60SD	EDGE 64 GB Secured Solid State Drive	EDGE 64 GB SECURED SOLID STATE DRIVE	EA	\$ 460.75		\$ -	Accessory	COBAN Technologies, Inc.	ICV Accessory EDGE
SA-SCAA-014	EDGE Technical Support Kit	EDGE TECHNICAL SUPPORT KIT	EA	\$ 92.15		\$ -	Accessory	COBAN Technologies, Inc.	ICV Accessory EDGE
SA-BMIS-13	EDGE Hard Drive Upload Cradle	EDGE HARD DRIVE UPLOAD CRADLE	EA	\$ 252.20		\$ -	Accessory	COBAN Technologies, Inc.	ICV Accessory EDGE
SA-FOCUS-05-00	FOCUS H1 Camera	FOCUS H1 CAMERA	EA	\$ 286.15		\$ -	Accessory	COBAN Technologies, Inc.	ICV Accessory FOCUS
SA-FOCUS-04-06	FOCUS 64 GB Secured Pen Drive	FOCUS 64 GB SECURED PEN DRIVE	EA	\$ 242.50		\$ -	Accessory	COBAN Technologies, Inc.	ICV Accessory FOCUS



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SA-SCAA-016	FOCUS H1 Technical Support Kit	FOCUS H1 TECHNICAL SUPPORT KIT	EA	\$ 92.15		\$ -	Accessory	COBAN Technologies, Inc.	ICV Accessory FOCUS
COBAN IN-CAR SYSTEM - EXTENDED HARDWARE WARRANTY OPTIONS			UoM	Quoted	Quantity	Total	Classification	Manufacturer	Keywords
SA-WARR-E4	EDGE 4th Yr Extended Warranty	EDGE 4TH YR EXTENDED WARRANTY	EA	\$ 402.55		\$ -	Warranty	COBAN Technologies, Inc.	ICV Warranty EDGE
SA-WARR-E5	EDGE 5th Yr Extended Warranty	EDGE 5TH YR EXTENDED WARRANTY	EA	\$ 557.75		\$ -	Warranty	COBAN Technologies, Inc.	ICV Warranty EDGE
SA-WARRH1-PKG1	FOCUS H1 Pkg 1 - 5 Year Extended Warranty	FOCUS H1 PKG 1 - 5 YEAR EXTENDED WARRANTY (5 Year ICV ESP + X1 VEHICLE Bundle 5 Year TSP, w/o Software)	EA	\$ 2,046.70		\$ -	Warranty	COBAN Technologies, Inc.	ICV Warranty FOCUS
SA-WARRH1-PKG2	FOCUS H1 Pkg 2 - 5 Year Extended Warranty	FOCUS H1 PKG 2 - 5 YEAR EXTENDED WARRANTY (5 Year ICV ESP + 5 Year GS ESP)	EA	\$ 1,115.50		\$ -	Warranty	COBAN Technologies, Inc.	ICV Warranty FOCUS
SA-WARRH1-PKG3	FOCUS H1 Pkg 3 - 5 Year Extended Warranty	FOCUS H1 PKG 3 - 5 YEAR EXTENDED WARRANTY (5 Year ICV ESP)	EA	\$ 921.50		\$ -	Warranty	COBAN Technologies, Inc.	ICV Warranty FOCUS
COBAN IN CAR VIDEO MANAGEMENT SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT			UoM	Quoted	Quantity	Total	Classification	Manufacturer	Keywords
SA-WLIC-01	COBAN DVMS Solution	COBAN DVMS SOLUTION (Software License with First Year Technical Support) (Annual Renewal Required)	EA	\$ 150.00		\$ -	License	COBAN Technologies, Inc.	Software License ICV
SA-WMAIN-110	COBAN DVMS Solution Annual Renewal	COBAN DVMS SOLUTION ANNUAL RENEWAL (Software Maintenance and Technical Support) (Annual Renewal Required)	EA	\$ 150.00		\$ -	License	COBAN Technologies, Inc.	Software License ICV
SA-WLIC-26	COBAN COMMAND Center Solution	COBAN COMMAND CENTER SOLUTION (Software License with First Year Technical Support) (Annual Renewal Required)	EA	\$ 150.00		\$ -	License	COBAN Technologies, Inc.	Software License ICV
SA-WMAIN-123	COBAN COMMAND Center Solution Annual Renewal	COBAN COMMAND CENTER SOLUTION ANNUAL RENEWAL (Software Maintenance and Technical Support) (Annual Renewal Required)	EA	\$ 150.00		\$ -	License	COBAN Technologies, Inc.	Software License ICV
COBAN FOCUS X1 BODY WORN CAMERA			UoM	Quoted	Quantity	Total	Classification	Manufacturer	Keywords
SA-FOCUS-01-00	FOCUS X1 Body Worn Camera	FOCUS X1 BODY CAMERA PACKAGE - FOCUS Body Camera - Single Office Dock & Power Supply - USB Cable - Magnetic Uniform Clip	EA	\$ 436.50		\$ -	Body Worn Camera	COBAN Technologies, Inc.	BWC Body Worn Camera
SA-FOCUS-10-00	FOCUS X1 Body Worn Camera w/Vehicle Integration Dock	FOCUS X1 BODY CAMERA PACKAGE + FOCUS X1 VEHICLE INTEGRATION DOCK - FOCUS Body Camera - Single Office Dock & Power Supply - USB Cable - Magnetic Uniform Clip FOCUS X1 Vehicle Integration Dock	EA	\$ 848.75		\$ -	Body Worn Camera	COBAN Technologies, Inc.	BWC Body Worn Camera
SA-FOCUS-01-08	FOCUS X1 IR Clip Camera	FOCUS X1 IR CLIP CAMERA	EA	\$ 189.15		\$ -	Accessory	COBAN Technologies, Inc.	BWC Accessory
SA-FOCUS-01-14	FOCUS X1 Single Dock	FOCUS SINGLE OFFICE DOCK PACKAGE	EA	\$ 43.65		\$ -	Accessory	COBAN Technologies, Inc.	BWC Accessory
SA-FOCUS-03-00	FOCUS X1 8-Bay Dock	FOCUS X1 8-Bay DOCK PACKAGE	EA	\$ 1,164.00		\$ -	Accessory	COBAN Technologies, Inc.	BWC Accessory
SA-FOCUS-02-00	FOCUS X1 Vehicle Integration Dock	FOCUS X1 VEHICLE INTEGRATION DOCK (VEHICLE activation, in car playback, tagging and WIFI upload through COBAN In Car System)	EA	\$ 460.75		\$ -	Accessory	COBAN Technologies, Inc.	BWC Accessory



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SA-FOCUS-02-12	FOCUS X1 Partner Dock	FOCUS X1 PARTNER DOCK (In car playback, tagging and WIFI upload through COBAN In Car System)	EA	\$ 135.80		\$ -	Accessory	COBAN Technologies, Inc.	BWC Accessory
SA-FOCUS-04-KFMAG	KLICKFAST BWC MAG MOUNT	KLICKFAST BWC MAG MOUNT	EA	\$ 48.50		\$ -	Accessory	Klick Fast DOCKMAGNETIMPKIT	BWC Accessory
SA-FOCUS-04-KF05BC	KLICKFAST LEATHER BELT CLIP	KLICKFAST LEATHER BELT CLIP	EA	\$ 19.40		\$ -	Accessory	Klick Fast DOCK05BC	BWC Accessory
SA-FOCUS-04-KF05BL	KLICKFAST BELT LOOP	KLICKFAST BELT LOOP	EA	\$ 16.01		\$ -	Accessory	Klick Fast DOCK05BL	BWC Accessory
SA-FOCUS-04-KF07	KLICKFAST BELT DOCK 60MM	KLICKFAST BELT DOCK 60MM	EA	\$ 11.64		\$ -	Accessory	Klick Fast DOCK07	BWC Accessory
SA-FOCUS-04-KF05B50	KLICKFAST BELT LOOP 50MM	KLICKFAST BELT LOOP 50MM	EA	\$ 16.01		\$ -	Accessory	Klick Fast DOCK05BLDROP	BWC Accessory
SA-FOCUS-04-KFMV	KLICKFAST MOLLE DOCK	KLICKFAST MOLLE DOCK	EA	\$ 14.55		\$ -	Accessory	Klick Fast DOCKMV	BWC Accessory
SA-FOCUS-04-KF6E2	KLICKFAST SEW ON DOCK	KLICKFAST SEW ON DOCK	EA	\$ 9.70		\$ -	Accessory	Klick Fast DOCK06/DOCK06EVO2	BWC Accessory
SA-FOCUS-04-KFEPL	KLICKFAST EPAULETTE DOCK	KLICKFAST EPAULETTE DOCK	EA	\$ 16.01		\$ -	Accessory	Klick Fast DOCKEPAULETTE	BWC Accessory
SA-FOCUS-04-KF08	KLICKFAST SCREW TO FIT	KLICKFAST SCREW TO FIT	EA	\$ 14.55		\$ -	Accessory	Klick Fast DOCK08	BWC Accessory
COBAN FOCUS X1 BODY WORN CAMERA SERVICE PLANS			UoM	Quoted	Quantity	Total	Classification	Manufacturer	Keywords
SA-WARR-X1-36ESP	FOCUS X1 36-Months Extended Service Plan	FOCUS X1 36-MONTHS EXTENDED SERVICE PLAN - 3-Year hardware warranty	EA	\$ 189.15		\$ -	Warranty	COBAN Technologies, Inc.	BWC Warranty
SA-WARR-X1-TSP3	FOCUS X1 3-Year Technology Service Plan	FOCUS X1 3- YEAR TECHNOLOGY SERVICE PLAN Includes: - 3-year Software Right To Use license, - 3-year Software Maintenance and Technical Support - 3-year Hardware Warranty and Technical Support - Replacement camera at the end 24 months - 5% Spare Cameras	EA	\$ 843.90		\$ -	Warranty	COBAN Technologies, Inc.	BWC Warranty
SA-WARR-X1-TSP5	FOCUS X1 5-Year Technology Service Plan	FOCUS X1 5- YEAR TECHNOLOGY SERVICE PLAN Includes: - 5-year Software Right To Use license - 5-year Software Maintenance and Technical Support - 5-year Hardware Warranty and Technical Support - Replacement camera at the end of 24 months - Replacement camera at the end of 48 months - 5% Spare Cameras	EA	\$ 1,231.90		\$ -	Warranty	COBAN Technologies, Inc.	BWC Warranty
SA-WARR-X1-ICD36ESP	FOCUS X1 Vehicle Dock 36-Months Extended Service Plan	FOCUS X1 VEHICLE DOCK 36-MONTHS EXTENDED SERVICE PLAN - 3-Year hardware service plan	EA	\$ 87.30		\$ -	Warranty	COBAN Technologies, Inc.	BWC Warranty
SA-WARR-X1-ICADTSP3	FOCUS X1 Vehicle Dock 3-Year Technology Service Plan	FOCUS X1 VEHICLE DOCK 3- YEAR TECHNOLOGY SERVICE PLAN -3 year hardware service plan with technology upgrade protection	EA	\$ 130.95		\$ -	Warranty	COBAN Technologies, Inc.	BWC Warranty
SA-WARR-X1-ICADTSP5	FOCUS X1 Vehicle Dock 5-Year Technology Service Plan	FOCUS X1 VEHICLE DOCK 5- YEAR TECHNOLOGY SERVICE PLAN - 5 year hardware service plan with technology upgrade protection	EA	\$ 242.50		\$ -	Warranty	COBAN Technologies, Inc.	BWC Warranty
SA-WARR-X1-ICSD36ESP	FOCUS X1 Partner Dock 36-Months Extended Service Plan	FOCUS X1 PARTNER DOCK 36-MONTHS EXTENDED SERVICE PLAN - 3-Year hardware service plan	EA	\$ 34.92		\$ -	Warranty	COBAN Technologies, Inc.	BWC Warranty
SA-WARR-X1-ICSDTSP3	FOCUS X1 Partner Dock 3-Year Technology Service Plan.	FOCUS X1 PARTNER DOCK 3- YEAR TECHNOLOGY SERVICE PLAN -3 year hardware service plan with technology upgrade protection	EA	\$ 64.02		\$ -	Warranty	COBAN Technologies, Inc.	BWC Warranty



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SA-WARR-X1-ICSDTSP5	FOCUS X1 Partner Dock 5-Year Technology Service Plan	EA	\$ 106.70		\$ -	Warranty	COBAN Technologies, Inc.	BWC Warranty
SA-WARR-X1-8BAY36ESP	FOCUS X1 8-Bay Dock 36-Months Extended Service Plan	EA	\$ 465.60		\$ -	Warranty	COBAN Technologies, Inc.	BWC Warranty
SA-WARR-X1-8BAYTSP3	FOCUS X1 8-Bay Dock 3-Year Technology Service Plan	EA	\$ 582.00		\$ -	Warranty	COBAN Technologies, Inc.	BWC Warranty
SA-WARR-X1-8BAYTSP5	FOCUS X1 8-Bay Dock 5-Year Technology Service Plan	EA	\$ 970.00		\$ -	Warranty	COBAN Technologies, Inc.	BWC Warranty
COBAN BODY CAMERA VIDEO MANAGEMENT SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT								
SA-WLIC-221	COBAN DVMS BWC Solution	EA	\$ 97.00		\$ -	License	COBAN Technologies, Inc.	Software License BWC
SA-WMAIN-201	COBAN DVMS BWC Solution Annual Renewal	EA	\$ 97.00		\$ -	License	COBAN Technologies, Inc.	Software License BWC
SA-WLIC-26-01	COBAN COMMAND Center BWC Solution	EA	\$ 97.00		\$ -	License	COBAN Technologies, Inc.	Software License BWC
SA-WMAIN-125	COBAN COMMAND Center BWC Solution Annual Renewal	EA	\$ 97.00		\$ -	License	COBAN Technologies, Inc.	Software License BWC
SA-WMAIN-103	COBAN Mission Critical 24/7 Support	EA	\$ 97.00		\$ -	Support	COBAN Technologies, Inc.	Support
UNLIMITED CLOUD STORAGE (Pending Video Retention Schedule Review & Approval)								
SA-CL-01-03	3-Year In-Car Video Cloud Storage Plan	EA	\$ 2,758.68		\$ -	Service Package	COBAN Technologies, Inc.	Service Package Storage Cloud ICV
SA-CL-01-04	5-Year In-Car Video Cloud Storage Plan	EA	\$ 4,597.80		\$ -	Service Package	COBAN Technologies, Inc.	Service Package Storage Cloud ICV



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SA-CL-01-01	3-Year Body Camera Cloud Storage Plan with Technology Replacement	3 YEAR BODY CAMERA CLOUD STORAGE PLAN WITH TECHNOLOGY REPLACEMENT (\$ 79 / month) (\$ 948.00 / Year) (\$ 2,844.00 / 3yr) Includes: - 3-year Software Right To Use license, - 3-year Software Maintenance and Technical Support - 3-year Hardware Warranty and Technical Support - Replacement camera at the end 24 months - Cloud storage with approved video retention policies - 5% Spare Cameras - Unlimited Cloud Storage Service requires a review of the Agency usage, retention and FOIA policies during contract negotiations.	EA	\$ 2,758.68		\$ -	Service Package	COBAN Technologies, Inc.	Service Package Storage Cloud BWC
SA-CL-01-02	5-Year Body Camera Cloud Storage Plan with Technology Replacement	5 YEAR BODY CAMERA CLOUD STORAGE PLAN WITH TECHNOLOGY REPLACEMENT (\$ 79 / month) (\$ 948.00 / Year) (\$ 4,740.00 / 5yr) Includes: - 5-year Software Right To Use license - 5-year Software Maintenance and Technical Support - 5-year Hardware Warranty and Technical Support - Replacement camera at the end of 24 months - Replacement camera at the end of 48 months - Cloud storage with approved video retention policies - 5% Spare Cameras - Unlimited Cloud Storage Service requires a review of the Agency usage, retention and FOIA policies during contract negotiations.	EA	\$ 4,597.80		\$ -	Service Package	COBAN Technologies, Inc.	Service Package Storage Cloud BWC
OTHER CLOUD OPTIONS									
SA-CL-01-09	Cloud Courier	CLOUD COURIER 50 EXPORTS / MONTH FOR 12 MONTH - MAX size per video export is 2.8GB - Video greater than 2.8GB will be charged an additional video export per every 2.8GB overage.	EA	Quoted \$ 582.00	Quantity	Total \$ -	Classification Service Package	Manufacturer COBAN Technologies, Inc.	Keywords Service Package Export
SA-CL-01-08	Cloud-To-Fit	CLOUD TO FIT CLOUD STORAGE PER 1TB PER YEAR ANNUAL RENEWAL REQUIRED / 3YR CONTRACT MINIMUM	EA	\$ 744.96		\$ -	Service Package	COBAN Technologies, Inc.	Service Package Storage Cloud
ON PREMISE BACK OFFICE STORAGE AND ARCHIVAL									
SA-BDVD-26	Rimage Auto DVD Burner	RIMAGE Auto DVD Burner Built in PC all-in-one - Automated Robotic CD/DVD Back-up Solution-Table Top Note: DVMS extended storage capabilities with DVD Burner: DVMS-Automated DVD Burning Software must be purchased whether DVD burner is supplied by COBAN or by department. Also requires WLIC-14 license and setup.	EA	\$ 7,658.15		\$ -	Accessory	Rimage 6000N	DVD Burner Export
SA-WMAIN-15	Rimage 3-Year Rapid Exchange	RIMAGE 3YR RAPID EXCHANGE MAINTENANCE	EA	\$ 3,152.50		\$ -	Warranty	COBAN Technologies, Inc.	DVD Burner Warranty
SA-WMAIN-18	Rimage 5-Year Rapid Exchange	RIMAGE 5YR RAPID EXCHANGE MAINTENANCE	EA	\$ 5,815.15		\$ -	Warranty	COBAN Technologies, Inc.	DVD Burner Warranty
SA-WLIC-14	COBAN DVMS Automated DVD Burning Solution License	COBAN DVMS AUTOMATED DVD BURNING SOLUTION LICENSE (Software License with First Year Technical Support)	EA	\$ 3,002.15		\$ -	License	COBAN Technologies, Inc.	DVD Burner Software License
SA-WMAIN-117	COBAN DVMS Automated DVD Burning Solution Annual Renewal	COBAN DVMS AUTOMATED DVD BURNING SOLUTION ANNUAL RENEWAL (Software Maintenance and Technical Support)	EA	\$ 601.40		\$ -	License	COBAN Technologies, Inc.	DVD Burner Software License



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INTERVIEW ROOM SOLUTION			UoM	Quoted	Quantity	Total	Classification	Manufacturer	Keywords
SA-SYSIN-06-I	COBAN IP Interview Room	IP INTERVIEW RM SOLUTION - Interview Room Solution Software - Initial Year Maintenance	EA	\$ 6,062.50		\$ -	Interview Room System	COBAN Technologies, Inc.	Interview Room
SA-INT-CAM107	IP Dome Camera	INT IP DOME CAMERA INT IP & MIC BUNDLE	EA	\$ 1,159.15		\$ -	Accessory	AXIS 0481-001	Interview Room
SA-INT-CAM112	IP Covert Camera	INT COVERT (PINHOLE, NO ENCLOSURE) CAMERA W / ENCODER BOX AND EXTERNAL MICROPHONE	EA	\$ 1,411.35		\$ -	Accessory	AXIS 0734-001	Interview Room
SA-BMIS-14	IP RFID Trigger - Reader	IP INTERVIEW ROOM RFID TRIGGER - READER	EA	\$ 383.15		\$ -	Accessory	COBAN Technologies, Inc.	Interview Room
SA-BMIS-16	IP Interview Room Key Fob	IP INTERVIEW ROOM KEY FOB 125 KHz HID (qty of 10 KEY FOB)	EA	\$ 72.75		\$ -	Accessory	COBAN Technologies, Inc.	Interview Room
SA-BMIS-17	IP Interview Room RFID Enrollment Issuer	IP INTERVIEW RM RFID ENROLLMENT ISSUER	EA	\$ 242.50		\$ -	Accessory	COBAN Technologies, Inc.	Interview Room
SA-WMAIN-121	COBAN IP Interview Room Software Maintenance	COBAN IP INTERVIEW ROOM SOFTWARE MAINTENANCE (Software Maintenance and Technical Support) (Annual Renewal Required)	EA	\$ 2,226.15		\$ -	Warranty	COBAN Technologies, Inc.	Interview Room Software License
SA-WLIC-18	Interview Room Software	INTERVIEW ROOM SOFTWARE / CAMERA FIRST YEAR LICENSE (PER CAMERA)	EA	\$ 252.20		\$ -	License	COBAN Technologies, Inc.	Interview Room Software License
SA-WMAIN-116	Interview Room Software Annual Renewal	INTERVIEW ROOM SOFTWARE / CAMERA RENEWAL (PER CAMERA) (Annual Renewal Required)	EA	\$ 252.20		\$ -	License	COBAN Technologies, Inc.	Interview Room Software License
SA-WIR-21	CISCO SG300	CISCO SG300-10P 8 port, PoE, Gigabit SWITCH w. 3 YEAR WARRANTY	EA	\$ 548.05		\$ -	Accessory	CISCO SG300-10P	Interview Room
REDACTION			UoM	Quoted	Quantity	Total	Classification	Manufacturer	Keywords
SA-WLIC-27	COMMAND Redact 3-Year	COMMAND REDACT SOFTWARE 3 Years Stand-Alone. Perpetual Software License and Warranty with Three Year Software Maintenance and Technical Support 1 Simultaneous Stand-Alone User Perpetual Annual Maintenance Agreement x 3 Years COBAN Mission Critical Support x 3 Years	EA	\$ 11,174.40		\$ -	License	COBAN Technologies, Inc.	Redaction Software License
SA-WLIC-28	COMMAND Redact 5-Year	COMMAND REDACT SOFTWARE - 5 Years Stand-Alone. Perpetual Software License and Warranty with Five Year Software Maintenance and Technical Support - 1 Simultaneous Stand-Alone User Perpetual Annual Maintenance Agreement x 5 Years - COBAN Mission Critical Support x 5 Years	EA	\$ 13,822.50		\$ -	License	COBAN Technologies, Inc.	Redaction Software License
SA-CR-RE-B3403	COBAN Render Engine	COBAN RENDER ENGINE 3403 BY BOXX - BOXX 3403-1-CL2 COBAN - BOXX 3 Year On-Site Warranty by BOXX - 25" 2560x1440 IP DP LED Eye Care Display	EA	\$ 6,751.20		\$ -	Accessory	COBAN Technologies, Inc.	Redaction
IN-CAR INSTALLATION OPTIONS			UoM	Quoted	Quantity	Total	Classification	Manufacturer	Keywords
SA-LINST-10	ICV Hardware Installation	ICV Hardware Installation (per VEHICLE) - COBAN certified personnel to install equipment on site. (MIN 10 INSTALLS)	EA	\$ 480.15		\$ -	Service Package	COBAN Technologies, Inc.	Installation
SA-LINST-09	ICV (K-9 Vehicle) Hardware Installation	ICV (K-9 VEHICLE) Hardware Installation (per VEHICLE) - COBAN certified personnel to install equipment on site.	EA	\$ 761.45		\$ -	Service Package	COBAN Technologies, Inc.	Installation



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SA-LINST-08	ICV (Transport) Hardware Installation ICV (TRANSPORT) Hardware Installation (per VEHICLE) - COBAN certified personnel to install equipment on site.	EA	\$ 1,256.15		\$ -	Service Package	COBAN Technologies, Inc.	Installation
SA-LINST-20	FOCUS X1 Vehicle Dock Installation INSTALLATION- FOCUS X1 VEHICLE DOCK INSTALLATION (MIN. 20 INSTALLS)	EA	\$ 218.25		\$ -	Service Package	COBAN Technologies, Inc.	Installation
SA-LINST-21	Dell Laptop Installation INSTALLATION- DELL LAPTOP WITH HAVIS DOCK AND VEHICLE MOUNT (MIN 10 INSTALLS)	EA	\$ 363.75		\$ -	Service Package	COBAN Technologies, Inc.	Installation
SA-LINST-15	Quick In-Car Hardware De-installation Quick In-Car Hardware De-installation (per VEHICLE) - Main components are salvaged, cables and wiring are disposed.	EA	\$ 169.75		\$ -	Service Package	COBAN Technologies, Inc.	Installation
SA-LINST-04	Detailed In-Car Hardware De-installation Detailed In-Car Hardware De-installation (per VEHICLE) - Main components, cables and wiring are salvaged.	EA	\$ 252.20		\$ -	Service Package	COBAN Technologies, Inc.	Installation
BACK OFFICE SETUP CONFIGURATION AND SERVICES								
SA-LSET-17	Backoffice Setup Package A BACKOFFICE SETUP PACKAGE A Project Deployment Single Platform Onsite / Remote Project Implementation (2 days) (Incl. Onsite Back Office Configuration, Setup, and Training)	EA	\$ 3,002.15		\$ -	Service Package	COBAN Technologies, Inc.	Deployment
SA-LSET-19	Backoffice Setup Package B BACKOFFICE SETUP PACKAGE B Project Deployment Multi Platform Onsite / Remote Project Implementation (4 days) (Incl. Onsite Back Office Configuration, Setup, and Training)	EA	\$ 4,554.15		\$ -	Service Package	COBAN Technologies, Inc.	Deployment
SA-LSET-18	ONE DAY ADD-ON ONSITE SETUP ONE DAY ADD-ON ONSITE SETUP	EA	\$ 1,207.65		\$ -	Service Package	COBAN Technologies, Inc.	Deployment
SA-LSET-50	REMOTE SETUP REMOTE SETUP	EA	\$ 1,062.15		\$ -	Service Package	COBAN Technologies, Inc.	Deployment
SA-LSRV-01	ADD-ON SERVICES ADD-ON SERVICES	EA	\$ -		\$ -	Service Package	COBAN Technologies, Inc.	Deployment
SA-LSRV-03	PROJECT MANAGEMENT PROJECT MANAGEMENT	EA	\$ 169.75		\$ -	Service Package	COBAN Technologies, Inc.	Deployment
SA-LSRV-08	PROFESSIONAL SERVICE PROFESSIONAL SERVICE	EA	\$ 169.75		\$ -	Service Package	COBAN Technologies, Inc.	Deployment



Terms: Net 30 Days
 FOB Point: Destination

Prepared for:

City of San Antonio Police Department Pricing Catalog
 RFO NO. 6100010598
 COBAN Technologies, Inc.

Quote #	Date
SAPD-20180827-CIN01	8/27/2018
Prepared by:	
Cindy Chang	

TRAINING			UoM	Quoted	Quantity	Total	Classification	Manufacturer	Keywords
SA-LTRN-01	Onsite In-Car Installation Training	ONSITE IN CAR INSTALLATION TRAINING (8 HR) (Training up to two types of VEHICLES) Upon completion of training course, agency personnel are trained on installation of COBAN Hardware	EA	\$ 2,226.15		\$ -	Service Package	COBAN Technologies, Inc.	Training
SA-LTRN-02	Onsite Admin/Officer Training	ONSITE ADMIN / OFFICER TRAINING (8 HR) (Incl. Back Office and End User Training, travel)	EA	\$ 2,420.15		\$ -	Service Package	COBAN Technologies, Inc.	Training
SA-LTRN-04	2 Hour Remote Web Training	2 HOUR REMOTE WEB TRAINING	EA	\$ 523.80		\$ -	Service Package	COBAN Technologies, Inc.	Training
SHIPPING			UoM	Quoted	Quantity	Total	Classification	Manufacturer	Keywords
SA-LFEE-053	SHIPPING - Fusion or 8-bay DOCK for bodycam	SHIPPING - Fusion or 8-bay DOCK for bodycam	EA	\$ 24.25		\$ -	Shipping	N/A	Shipping
SA-LFEE-054	SHIPPING - Bodycam, Office,	SHIPPING - Bodycam, Office, VEHICLE or PARTNER DOCK for Bodycam	EA	\$ 14.55		\$ -	Shipping	N/A	Shipping
SA-LFEE-055	SHIPPING - Back Office Hardware (Server, Auto DVD) Each	SHIPPING - Back Office Hardware (Server, Auto DVD) Each	EA	\$ 339.50		\$ -	Shipping	N/A	Shipping

ATTACHMENT B

City of San Antonio Veteran-Owned Small Business Program Tracking Form

Authority. San Antonio City Code Chapter 2, Article XI describes the City's veteran-owned small business preference program.

Tracking. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions.

The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program uses the below definition of joint venture.

- Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR BID/PROPOSAL.

INSTRUCTIONS

- IF SUBMITTING AS A PRIME CONTRACTOR ONLY, COMPLETE SECTION 1 OF THIS FORM.
- IF SUBMITTING AS A PRIME CONTRACTOR UTILIZING A SUBCONTRACTOR, COMPLETE SECTIONS 1 AND 2 OF THIS FORM.

ATTACHMENT B

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: 6100010598

Name of Respondent:	COBAN Technologies, Inc.	
Physical Address:	11375 W. Sam Houston Pkwy. S. #800	
City, State, Zip Code:	Houston, Texas 77031	
Phone Number:	281-925-0488	
Email Address:	isr@cobantech.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Percentage:		
Participation Dollar Amount:		

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

ATTACHMENT B

**City of San Antonio
Veteran-Owned Small Business Program Tracking Form**

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

Mark Griffin

(Print Name) Authorized Representative of Bidder/Respondent



(Signature) Authorized Representative of Bidder/Respondent

Vice President of Sales and Marketing

Title

August 28, 2018

Date

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

ATTACHMENT C

CERTIFICATE OF INTERESTED PARTIES FORM (Form 1295)

Respondent shall review information regarding Certificate of Interested Parties Form (Form 1295) provided in the link below and submit Form 1295 as directed.

Form 1295 must be completed online. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form 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 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 and submit it with your response to this solicitation.

ATTACHMENT D

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

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

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

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

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

Moreover, the program recognizes joint venture agreements and allows for apportioning of points based upon the percentage of ownership of joint ventures by *City Businesses* responding to solicitations for which discretionary points are applied. For solicitations where selection is made based on price alone, all members of a joint venture must be *City Businesses* for the preference to be applied.

City Business is defined as a business headquartered within the incorporated San Antonio city limits for one year or more OR one that meets the following conditions:

- Has an established place of business for one year or more in the incorporated limits of the City:
 - (a) from which at least 100 of its employees OR at least 20% of its total full-time, part-time and contract employees are regularly based; and
 - (b) from which a substantial role in the business' performance of a commercially useful function or a substantial part of its operations is conducted by those employees.

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

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

NOTE: Bidders / Respondents are required to submit documentation to substantiate that the requirements of a *City Business* have been met. Examples of documentation may include, but are not limited to the following:

1. Existence of local headquarters or office: For corporations, Texas Comptroller's listing of names/addresses of officers and directors. For partnerships, partnership agreement and any documents identifying the current managing partners and their current work addresses
2. Evidence of local headquarters or office in existence for one year or more: Utility bills, real property lease agreements, equipment leases, personal property taxes, real property taxes
3. Evidence of number of employees: Organizational charts, payroll records by location

ATTACHMENT D

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

CITY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION TO VALIDATE BIDDERS/RESPONDENTS' DESIGNATION AS A CITY BUSINESS.

COMPLETE THE FOLLOWING FORM AND SUBMIT WITH YOUR RESPONSE EVEN IF YOU ARE NOT SEEKING A LOCAL PREFERENCE. THE BIDDER / RESPONDENT MUST COMPLETE THE FOLLOWING FORM TO BE IDENTIFIED AS A CITY BUSINESS. IF BIDDER / RESPONDENT IS SUBMITTING AS A JOINT VENTURE, EACH CITY BUSINESS THAT IS A MEMBER OF THE JOINT VENTURE MUST COMPLETE AND SIGN THIS FORM.

PROVIDE THE FOLLOWING INFORMATION IF BIDDER/ RESPONDENT IS SUBMITTING AS PART OF A JOINT VENTURE. Joint Venture means a collaboration of for-profit business entities, in response to a solicitation, which is manifested by a written agreement, between two or more independently owned and controlled business firms to form a third business entity solely for purposes of undertaking distinct roles and responsibilities in the completion of a given contract. Under this business arrangement, each joint venture partner shares in the management of the joint venture and also shares in the profits or losses of the joint venture enterprise commensurately with its contribution to the venture.

STATE BIDDER'S / RESPONDENT'S PERCENTAGE OF OWNERSHIP IN THE JOINT VENTURE: N/A %

SUBMIT A COPY OF THE JOINT VENTURE AGREEMENT. SUBMIT ANY OTHER DOCUMENTATION REQUESTED BY CITY TO SUBSTANTIATE THE EXISTANCE OF AND/OR PARTICIPATION IN THE JOINT VENTURE. NO PREFERENCE POINTS WILL BE ALLOCATED TO A JOINT VENTURE THAT FAILS TO SUBMIT REQUIRED DOCUMENTATION.

SOLICITATION NAME/NUMBER: 6100010598

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S HEADQUARTERS:

Name of Business:	COBAN Technologies, Inc.	
Physical Address:	11375 W. Sam Houston Pkwy. S. #800	
City, State, Zip Code:	Houston, Texas 77031	
Phone Number:	281-925-0488	
Email Address:	isr@cobantech.com	
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent:	<u>75</u>	
Is Business headquartered within the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been headquartered in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
If the answers to the questions above are "Yes", stop here. If the answer to either of the above questions is "No", provide responses to the following questions:		

ATTACHMENT D

City of San Antonio

Finance Department - Purchasing Division

Local Preference Program Identification Form

PROVIDE THE FOLLOWING INFORMATION REGARDING BIDDER'S / RESPONDENT'S LOCAL OFFICE (IF APPLICABLE):

Name of Business:	N/A	
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Provide the total number of full-time, part-time, and contract personnel employed by Bidder / Respondent in the local office: _____		
Is the business located in the incorporated San Antonio city limits? (circle one)	Yes	No
Has the business been located in the incorporated San Antonio city limits for one year or more? (circle one)	Yes	No
Are at least 100 full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Are at least 20% of the business' total full-time, part-time or contract employees regularly based in the San Antonio office? (circle one)	Yes	No
Do the employees in the San Antonio office perform a substantial role in the business' performance of a commercially useful function or are a substantial part of the business' operations conducted in the San Antonio office? (circle one)	Yes	No

ATTACHMENT D

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

ACKNOWLEDGEMENT

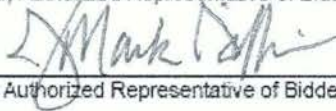
THE STATE OF TEXAS

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

BIDDER'S / RESPONDENT'S FULL NAME:

Mark Griffin

(Print Name) Authorized Representative of Bidder / Respondent



(Signature) Authorized Representative of Bidder / Respondent

Vice President of Sales and Marketing

Title

August 28, 2018

Date

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

EXHIBIT 1

STATE OF TEXAS & CITY OF SAN ANTONIO REQUIREMENTS

Non-Discrimination

As a party to this contract, {Contractor or 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, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

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.

"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 sole proprietorship, 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.

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's 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.

EXHIBIT 2

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 "COBAN IN-CAR VIDEO REPLACEMENTS" 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:

TYPE	AMOUNTS
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 of \$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

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:

EXHIBIT 2

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.

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

EXHIBIT 2

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.