



ORIGINAL

CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER ("RFO") NO.: 6100005814

RADAR VEHICLE DETECTION EQUIPMENT

Date Issued: MARCH 17, 2015

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 A.M. CT MARCH 20, 2015

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, 11th floor
San Antonio, Texas 78205

Mailing Address:

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

For Hard Copy Submissions, Mark Envelope

"RADAR VEHICLE DETECTION EQUIPMENT"

Offer Due Date: 10:00 A.M. CT, MARCH 20, 2015

RFO No.: 6100005814

Offeror's Name and Address

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

See Supplemental Terms & Conditions for information on these requirements.

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.

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

Email: DEBRA.STEVENS@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

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.

Conflict of Interest. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or offers, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at www.ethics.state.tx.us. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Offeror should consult its own legal advisor with questions regarding the statute or form. Do not include this form with your sealed offer. The Purchasing Division will not deliver the form to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

Scope of Work: The City of San Antonio is soliciting a offer to furnish Radar Vehicle Detection System Equipment to be installed by the Vendor at signalized intersections throughout the City. Radar detection equipment is used to detect motor vehicles approaching at intersections and send a message to the traffic signal controller to indicate a vehicle is present. With this equipment, the City will be able detect vehicles in shadows, fog and bright sunlight conditions; to be utilized by the Transportation and Capital Improvement Department throughout various locations of the City San Antonio.

1.0 GENERAL REQUIREMENTS FOR SIDE FIRE AND FORWARD FIRE RADAR SYSTEMS

This specification sets forth the minimum requirements for a forward fire, side fire, and stop bar Radar Vehicle Detection System (RVDS) used to detect vehicles on a roadway via processing of radar electromagnetic waves. The RVDS shall be capable of providing detector contact closure to assigned detector channels through an interface module compatible with NEMA TS-2 Type 1 and 170/2070 input file standards.

- 1.1 A RVDS shall consist of the following components: Radar sensor (1), detector rack interface module (1) power and surge protection panel or module (1), and all associated equipment required to setup and operate in a field environment including software, serial and ethernet communication ports, cabling, electrical connectors and mounting hardware.
- 1.2 The RVDS interface module must comply and operate with NEMA TS-2 Type 1 detector rack or Type 170/2070 input file.
- 1.3 The RVDS shall be capable of 16 contact closure inputs to the detector rack. The user shall be able to assign each contact closure to an associated detector channel. The contact closure shall occur through the interface module/ modules or controller module plugged into the rack.
- 1.4 All components of the RVDS housed in the controller cabinet shall be rated to operate in a temperature range from -34°C to $+74^{\circ}\text{C}$ (-30°F to $+165^{\circ}\text{F}$) at 0 percent to 95 percent relative humidity, non-condensing. The radar array and other components of the RVDS not housed in the controller cabinet shall be rated to operate in temperatures ranges from -34°C to 60°C (-30°F to 140°F) at 0 percent to 95 percent relative humidity.
- 1.5 The RVDS shall be able to operate accurately in all types of weather conditions including: rain, snow, sleet, ice, fog and wind blown dust. The RVDS shall be able to operate normally and with no degraded performance when the radar vehicle sensor is encased in a 1/2 inch ice.

Lightening and surge protection will be provided for power connections and communications links to the radar RVDS meeting or exceeding EN 61000-4-5 class specifications.
- 1.7 The RVDS shall provide a "fail safe" operation that triggers when communication between the radar vehicle sensor and the interface module is broken. Contact closure will occur on all programmed detector channels associated with the interface module when the fail safe is triggered and will remain in this state until communication is re-established between the interface module and the radar vehicle sensor.
- 1.8 The RVDS shall be capable of "pulse mode" or "presence mode" operation. In the pulse mode when a vehicle is detected and conditional logic is satisfied, contact closure will occur for approximately 125 ms. In the presence mode contact closure will occur for as long as a vehicle is detected and conditional logic programming is satisfied.
- 1.9 The RVDS shall comply with all applicable Federal Communications Commission (FCC) requirements. The manufacturer will provide documentation of compliance with FCC specifications. Each RVDS will be FCC certified under CFR 47, Part 15, Section 15.245 as a field disturbance sensor or Section 15.249 as an intentional radiator. This certification will be displayed on an external label on each device according to the rules set forth by the FCC.
- 1.10 The RVDS shall maintain frequency stability without the use of manual tuning elements by the user.

1.11. Definitions

- 1.11.1 RADAR: Radio Detection and Ranging. High frequency electromagnetic energy waves used to detect, identify, and determine speed of an object such as a motor vehicle.
- 1.11.2 FMCW Radar: Frequency Modulated Continuous Wave Radar.
- 1.11.3 Forward Fire RVDS: Detects, tracks and identifies speed of approaching vehicles to the radar receiver.
- 1.11.4 Side Fire RVDS: Detects, tracks and identifies speed of passing vehicles through radar detection zones.
- 1.11.5 Stop Bar RVDS: Detects and tracks approaching vehicles to an intersection within its field of view. Stop bar RVDS units are capable of true presence detection as described in section 1.11.11. The radar sensor shall maintain detection of a vehicle moving or stopped within a programmed detection zone set-up by the user.
- 1.11.6 Vehicle Radar Sensor: RVDS device that emits electromagnetic waves and senses return waves from passing and/or approaching vehicles. The vehicle radar sensor shall be spatially monostatic; the transmitter and receiver shall be located on the same sensor device.
- 1.11.7 Interface Module: Device that interfaces with the cabinet detector rack allowing for contact closure to occur on a selected detector channel.
- 1.11.8 Communications Link: The communications connection between the RVDS processor unit and a local area network (LAN) or laptop computer.
- 1.11.9 Detection Accuracy: The measure of the basic operation of a detection system (shows detection when a vehicle is in the detection zone and shows no detection when there is not a vehicle in the detection zone).
- 1.11.10 Passage Detection: The ability of a vehicle detector to detect the passage of a vehicle moving through the zone of detection and to ignore the presence of a vehicle stopped within the zone of detection.
- 1.11.11 Presence Detection: The ability of a vehicle detector to sense that a vehicle, whether moving or stopped, has appeared in its zone of detection.
- 1.11.12 Delay Timing: When selected, applies delayed contact closure to the associated detector channel input. When a vehicle is detected by the RVDS, the delay timing must time out before contact closure can occur to the detector channel.
- 1.11.13 Extension Timing: When selected, applies additional contact closure to the associated detector channel input. When a vehicle is no longer detected within a detection zone, extension timing must time out before contact closure is removed from the associated detector channel.
- 1.11.14 GUI: Graphical User Interface.
- 1.11.15 LAN: Local Area Network.

2.0 RADAR FUNCTIONAL CAPABILITIES

2.1. Forward Fire Radar Functional Capabilities and Requirements

- 2.1.1. Forward fire radar units shall provide passage detection and contact closure to the interface module for vehicles approaching an intersection.

- 2.1.2 The forward fire RVDS shall provide vehicle detection, tracking and speed of moving vehicles approaching an intersection at a range between 100 feet to 500 feet from radar sensor.
- 2.1.3 Forward fire radar system software shall be capable of creating multiple detection zones within the detection range and applying conditional logic to the detection zones allowing contact closure to occur only when logic conditions are achieved by the RVDS. The user shall be able to apply logic gating such as: "and", "or" to a detection zone from the software GUI provided with the system. Conditional logic programming will allow the user to control when contact closure occurs to the detector rack interface module.
- 2.1.4 The forward fire software shall be capable of minimum and maximum speed settings to create a desired speed range for contact closure to the detector channel. Vehicles detected within the minimum and maximum speed settings will apply contact closure to the assigned detector channel input.
- 2.1.5 Detection accuracy will be determined by the detection of any moving vehicle or cluster of vehicles within a defined detection zone and within the minimum and maximum speed parameters programmed for the detection zone. With four (4) detection zones programmed each zone 100 feet in length, a minimum of 95% detection accuracy shall be required for each zone. Detection zones will be set-up between 100 feet and 500 feet. Conditional logic for each zone shall be set-up in the "or" gate position allowing for contact closure to occur when vehicle speed conditions are met in the detection zone.
- 2.1.6 The forward fire RVDS shall be capable of delay timing as defined in Section 1.11.12 of this specification. As a minimum the user shall be able to program and select delay timing from 0-25 seconds in one/tenth (.1) second increments from the GUI provided with the RVDS system.
- 2.1.7 The forward fire RVDS shall be capable of extension timing as defined in Section 1.11.13 of this specification. As a minimum the user shall be able to program and select extension timing from 0-25 seconds in one/tenth (.1) second increments from the GUI provided with the RVDS system.
- 2.1.8 The forward fire RVDS shall be capable of adjusting the extension time automatically based on speed of a moving vehicle.

2.2. Side Fire Functional Capabilities and Requirements

- 2.2.1 Side fire RVDS shall have a minimum, detection range of 6 feet to 250 feet or 10 Feet to 200 feet.
- 2.2.2 Side fire RVDS shall provide passage detection as defined in this specification and provide contact closure to the detector rack interface module.
- 2.2.3. Side fire RVDS shall provide detection, speed and lane identification from passing vehicles in a targeted area.
- 2.2.4 Side fire RVDS software shall allow user programmable lane width ranges for as many as 8 or 10 lanes.
- 2.2.5 Side fire RVDS shall allow the user to assign vehicle directionality in the software GUI.
- 2.2.6 Detection accuracy will be determined by the presence of any moving vehicle within a defined detection range. A minimum of 95% detection accuracy shall be required for each detection zone set-up within the RVDS detection range using as many as 8 detection zones across 8 lanes of vehicle traffic (1 detection zone set-up for each lane).
- 2.2.7 Side fire RVDS shall be capable of collecting volume occupancy and speed data on a per lane basis.

Collection bin times shall be user selectable. Bins shall be capable of storing data for a minimum of 48 hours.

2.3 Stop Bar Presence Detection RVDS Functional Requirements

- 2.3.1 Stop bar radar units shall provide presence detection and contact closure to the interface module for vehicles approaching an intersection. Presence detection shall operate as defined in Section 1.11.11 of this specification.
- 2.3.2 Stop bar radar units shall, as a minimum detect vehicles within a 100 feet, 90 degree cone of detection from the sensor. Stop bar radar units shall be able to detect vehicles in 10 lanes of detection. The number of lanes used and detection zones shall be set-up and selected from the GUI.
- 2.3.3 Stop bar radar units shall be able to assign up to 4 detector outputs per unit and capable of using 2 or 4 channel interface modules to the detector rack.
- 2.3.4 Stop bar radar units shall be able to distinguish and omit wrong way traffic from activating an assigned detector output.
- 2.3.5 Stop bar radar units shall as a minimum, maintain a detection accuracy of 95% for each detection zone set-up on the GUI.

3.0 SOFTWARE AND COMMUNICATION REQUIREMENTS FOR FORWARD FIRE AND SIDE FIRE RADAR

- 3.1.1 RVDS software shall utilize a GUI that runs in a Microsoft Windows XP environment or newer Microsoft operating system. The GUI shall graphically illustrate vehicle movement and directionality when detection is achieved by the RVDS. The software shall be capable of auto configuration upon set-up of the RVDS.
- 3.1.2 Programmed parameters from the GIU to the sensor shall be stored in non-volatile memory devices such as Flash RAM or EEPROM within the sensor. The sensor shall not rely on battery backup or the use of a supercapacitor to retain memory.
- 3.1.3 The RVDS shall provide a RS232 serial communications link allowing the user to interface with a laptop computer and operate the GUI. The RS232 serial port shall be full duplex and will support true RTS/CTS hardware handshaking for interfacing to various communication devices.
- 3.1.4 The RVDS shall provide an Ethernet communications link allowing the user to interface the system and operate the GUI via a LAN and using TCP/IP protocol.
- 3.1.5 Side fire RVDS software shall meet TxDOT TSS (Traffic Sensor Subsystem) software protocol requirements under the SDI (Statewide Development Integration) program for the ITS (Intelligent Transportation System) network.
- 3.1.6 Side fire RVDS software shall have a method of automatically identifying traffic lanes using a processor internal to the radar sensor. This auto-configuration method shall identify traffic lanes or detection zones by detecting the relative position of vehicles within the radar sensors field of view.
- 3.1.7 RVDS firmware shall be upgradeable by external, local or remote download via serial or ethernet ports.
- 3.1.8 The serial and Ethernet communication ports as a minimum will support the following baud rates: 9600, \ 19200, 38400, 57600, and 115200. The user shall be able to select the desired baud rate from the GIU.
- 3.1.9 The operator shall be able to save configurations settings to a file or reload the configurations settings to the RVDS from a saved file using the GUI.

4.0 INSTALLATION AND TRAINING

- 4.1 When requested by COSA personnel, the supplier of the RVDS shall supervise the installation and testing of the radar equipment. A factory certified representative from the supplier shall be on-site during installation.
- 4.2 If requested by COSA personnel or purchasing agency, up to two days of training shall be provided to personnel of COSA at no cost in the operation, set-up and maintenance of the radar detection system. Instruction and materials shall be provided for a maximum of 20 persons and shall be conducted at a location selected by COSA.
- 4.3 Instruction personnel are required to be certified by the equipment manufacturer. The User's Guide is not an adequate substitute for practical, classroom training and formal certification by an approved agency.
- 4.4 Formal levels of factory authorized training are required for installers, contractors and system operators. All training must be certified by the manufacturer.

5.0 WARRANTY, MAINTENANCE AND SUPPORT

- 5.1 The radar vehicle detection system shall be warranted to be free of defects in material and workmanship for a period of **5 years** from date of shipment from the supplier's facility. During the warranty period, the supplier shall repair with new or refurbished materials, or replace at no charge, any product containing a warranty defect or fails to operate properly after installation provided the product is returned FOB to the supplier's factory or authorized repair site. Product repair or replaced under warranty by the supplier will be returned with transportation prepaid. This warranty does not apply to products damaged by accident, improper operation, abused, serviced by unauthorized personnel or unauthorized modification.
- 5.2 If a RVDS fails with no visible or physical damage to any electronic/electrical component of the system or its wiring, then the unit is considered to have failed under normal operating conditions. A blown fuse or surge protection device failure shall be considered to have failed under normal operating conditions. Acts-of-god will not be accepted as excusable unit failures of the RVDS system.
- 5.3 Repair or full replacement will be required if a RVDS fails to operate as specified under normal operating conditions. Repaired or replaced components of the RVDS will be provided at no cost to COSA. The replaced or repaired units will inherit the remainder of the failed unit's warranty.
- 5.4 During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory certified personnel or factory certified installers.
- 5.5 Ongoing software support by the supplier shall include firmware updates for the RVDS processor unit and external software needed to set-up and operate the RVDS system. These updates shall be provided free of charge during the warranty period. The update of the RVDS software shall be tested and approved by TxDOT before installation.
- 5.6 The supplier shall maintain a program for technical support and software updates following expiration of the warranty period. This program shall be made available to COSA in the form of a separate agreement for continuing support.
- 5.7 The supplier shall maintain an adequate inventory of parts to support maintenance and repair of the radar system.

6.0 Delivery Instructions:

Delivery is expected within **30 to 45 days** upon receipt of Purchase Order. Installation to be completed within **90 to 120 days** of equipment delivery date.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Cooperative Contract Provisions.

Term Consistent with Cooperative Contract. Notwithstanding anything to the contrary herein, no new orders may be placed hereunder after the expiration or termination of the underlying cooperative contract. Renewals cannot extend beyond the term of the underlying cooperative contract. Extensions cannot extend beyond the term of the underlying cooperative contract.

Contract Documents. The terms and conditions for performance and payment of compensation for this contract are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes:

This Request for Offer, including any attachments identified herein and addenda issued by City prior to acceptance of an offer from Offeror;

Any Purchase Orders Issued hereunder by City of San Antonio ("City"); and

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number PE05-13 through HOUSTON-GALVESTON AREA COUNCIL (HGAC).

Order of Priority of Contract Documents. Should a conflict arise among the provisions of the contract documents, this RFO and any Purchase Order issued hereunder shall govern over Exhibit I, unless otherwise specifically provided herein.

This RFO includes the following: Instructions to Offerors, General Terms and Conditions, Supplemental Terms and Conditions, Product Specifications and Description of Services, Definitions, Price Schedule, any Attachments identified herein.

Warranty.

The warranty specified in Exhibit 1, if any, 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.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

ANY TERM OR CONDITION IN EXHIBIT I, OR 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.

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 – Purchasing Division, which shall be clearly labeled **“Radar Vehicle Detection Equipment”** 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 – Purchasing Division. 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 2. Employers' Liability	Statutory \$500,000/\$500,000/\$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises operations *b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	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 f. \$100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles *If applicable.	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 – Purchasing Division
P.O. Box 839966
San Antonio, Texas 78283-3966

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

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

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

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

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

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

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

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

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

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

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

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 – State of Texas Conflict of Interest Questionnaire (CIQ & CIQ-A forms)

Attachment C – Veteran-Owned Small Business (VOSBPP) Tracking Form

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

Information Required On Invoice.

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

Payment by City.

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

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

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

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

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

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

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

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

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

Records Retention.

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

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

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

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.

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

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.

1036448

Signer's Name

IAN LEE

Name of Business

TWINCREST TECHNOLOGIES

Street Address

PO Box 757

City, State, Zip Code

MANSFIELD, TX 76063

Email Address

ianlee@twincresttech.com

Telephone No.

817-539-2200

Fax No.

817-539-2201

City's Solicitation No.

6100005814



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

Radar Vehicle Detection Equipment

ITEM 1	Vehicle Detector, Smartsensor Matrix Model Wavetronix WX-SS-225		
Description	Estimated Quantity	Net Unit Price (per each)	Extended Price (quantity x unit price)
P/N: <u>WX-SS-225</u>	88 each	\$ <u>3720⁰⁰</u>	\$ <u>332,640⁰⁰</u>
ITEM 2	Vehicle Detector, Matrix Four Sensor Backplate with Server Rack Wavetronix WX-SS-B02-0002		
Description	Estimated Quantity	Net Unit Price (per each)	Extended Price (quantity x unit price)
P/N: <u>WX-SS-B02-0002</u>	6 each	\$ <u>2085⁰⁰</u>	\$ <u>12,510⁰⁰</u>
ITEM 3	Vehicle Detector, Matrix Six Sensor Backplate with Server Rack Wavetronix WX-CLK-B02-0106		
Description	Estimated Quantity	Net Unit Price (per each)	Extended Price (quantity x unit price)
P/N: <u>WX-CLK-B02-0106</u>	18 each	\$ <u>2810⁰⁰</u>	\$ <u>50,580⁰⁰</u>
ITEM 4	Vehicle Detector, Heavy Duty Sensor Mount, 2-Axis Aluminum Bracket Wavetronix WX-SS-611		
Description	Estimated Quantity	Net Unit Price (per each)	Extended Price (quantity x unit price)
P/N: <u>WX-SS-611</u>	132 each	\$ <u>175⁰⁰</u>	\$ <u>23,100⁰⁰</u>
ITEM 5	Vehicle Detector, In-Line Terminal Strip Junction Box Wavetronix WX-SS-710		
Description	Estimated Quantity	Net Unit Price (per each)	Extended Price (quantity x unit price)
P/N: <u>WX-SS-710</u>	132 each	\$ <u>150⁰⁰</u>	\$ <u>19,800⁰⁰</u>
ITEM 6	Vehicle Detector, 2-Channel Contact Closure Card Wavetronix WX-CLK-112		
Description	Estimated Quantity	Net Unit Price (per each)	Net Unit Price (quantity x per each)
P/N: <u>WX-CLK-112</u>	44 each	\$ <u>330⁰⁰</u>	\$ <u>14,520⁰⁰</u>
ITEM 7	Vehicle Detector, 4-Channel Contact Closure Card Wavetronix WX-CLK-114		
Description	Estimated Quantity	Net Unit Price (per each)	Net Unit Price (quantity x per each)
P/N: <u>WX-CLK-114</u>	88 each	\$ <u>350⁰⁰</u>	\$ <u>30,800⁰⁰</u>

ITEM 8	Vehicle Detector, Smartsensor Advance Detector Model SS200V Wavetronix WX-SS-200V		
Description	Estimated Quantity	Net Unit Price (per each)	Net Unit Price (quantity x per each)
P/N: <u>WX-SS-200V</u>	44 each	\$ <u>3640⁰⁰</u>	\$ <u>160,160⁰⁰</u>
ITEM 9	Vehicle Detector, 20' Sensor Power and Communication Cable 20' Wavetronix WX-SS-704-020		
Description	Estimated Quantity	Net Unit Price (per each)	Net Unit Price (quantity x per each)
P/N: <u>WX-SS-704-020</u>	132 each	\$ <u>140⁰⁰</u>	\$ <u>18,480⁰⁰</u>
ITEM 10	Vehicle Detector, Serial to Ethernet Converter Wavetronix WX-CLK-301		
Description	Estimated Quantity	Net Unit Price (per each)	Net Unit Price (quantity x per each)
P/N: <u>WX-CLK-301</u>	22 each	\$ <u>470⁰⁰</u>	\$ <u>10,340⁰⁰</u>
ITEM 11	Vehicle Detector, Matrix Advance Cable Wavetronix WX-SS-705		
Description	Estimated Quantity	Net Unit Price (per each)	Net Unit Price (quantity x per each)
P/N: <u>WX-SS-705</u>	33,000 each	\$ <u>1.65</u>	\$ <u>54,450⁰⁰</u>
ITEM 12	Vehicle Detector, Sensor Installation onto Existing Infrastructure Wavetronix WX-INST		
Description	Estimated Quantity	Net Unit Price (per each)	Net Unit Price (quantity x per each)
P/N: <u>WX-INST</u>	88 each	\$ <u>2000⁰⁰</u>	\$ <u>176,000⁰⁰</u>

Total Price: \$ 903,380⁰⁰

Delivery is expected within 30 to 45 days upon receipt of Purchase Order. Installation to be completed within 90 to 120 days of equipment delivery date.

Prompt Payment Discount: % days. (If no discount is offered, Net 30 will apply.)

ATTACHMENT B

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

The Instructions to Bidders section of this document provides information pertaining to a requirement to file the State of Texas Conflict of Interest Questionnaire (Form CIQ) required by Chapter 176 of the Texas Local Government Code. The Form CIQ is available from the Texas Ethics Commission at:

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

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

IAN LEE - TWINTEREST TECHNOLOGIES

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

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

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

N/A
Name of Officer

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

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

Yes No

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

Yes No

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

Yes No

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

4


Signature of person doing business with the governmental entity

3/18/15
Date



CONFLICT OF INTEREST QUESTIONNAIRE ADDENDUM FORM CIQ-A
For vendor or other person doing business with local governmental entity

Completed Conflict of Interest Questionnaires and Conflict of Interest Questionnaire Addenda are to be submitted by all individuals and/or entities who seek to do business with the City of San Antonio. Completed Forms shall be filed with the City Clerk no later than the 7th business day after the date the person/entity: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City.

A CIQ and CIQ Addendum are required to be filed for EACH solicitation submitted, and are required to be submitted together.

1 Name of person who has or is seeking to have a business relationship with the City of San Antonio.

IAN LEE - TWINCREST TECHNOLOGIES

2 Name of Company that has or is seeking to have a business relationship with the City of San Antonio.

TWINCREST TECHNOLOGIES

2a Business Contact information for Company listed above.

Business Address: *PO Box 757 MANSFIELD, TX 76063*
Phone: *817-539-2200*
Email: *sales@twincresttech.com*

3 Bid Name or Description of Service

RADAR VEHICLE DETECTION

4 Printed name of person doing business with the City of San Antonio (same as denoted on Box 4 of Form CIQ).

IAN LEE

Completed Conflict of Interest Questionnaires and Addenda should be mailed or hand-delivered separately from the solicitation (bid) to one of the following addresses:

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

Physical Address: **Office of the City Clerk**
City Hall, 2nd Floor
100 Military Plaza
San Antonio, TX 78205

Print Form

ATTACHMENT C

Veteran-Owned Small Business (VOSBPP) Preference Program Ordinance

(VOSBPP IDENTIFICATION FORM TO BE ATTACHED HERE)

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

Authority. The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

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

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

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

SOLICITATION NAME/NUMBER: RADAR VEHICLE DETECTION EQUIPMENT / 6100005814

Name of Respondent:	TWINCREST TECHNOLOGIES	
Physical Address:	1315 Hwy 1187, STE 104	
City, State, Zip Code:	MANSFIELD, TX 76063	
Phone Number:	817-539-2200	
Email Address:	sales@twincresttech.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> 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	<input checked="" type="radio"/> No
If yes, provide the name of the entity who has certified SUBCONTRACTOR as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

IAN LEE

(Print Name) Authorized Representative of Bidder/Respondent



(Signature) Authorized Representative of Bidder/Respondent

GM / CORPORATE SECRETARY

Title

3/18/15

Date

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