

ORDINANCE 2021-06-17-0454

APPROVING A CONTRACT WITH DIGITAL DISPLAY SOLUTIONS, INC., IN THE AMOUNT OF \$227,030.40, TO PROVIDE AUDIO AND VIDEO EQUIPMENT AND INSTALLATION TO SUPPORT THE CENTRALIZED SECURITY FUNCTIONS AT THE ALAMO REGIONAL SECURITY OPERATIONS CENTER (ARSOC). FUNDING IN THE AMOUNT OF \$153,459.64 IS AVAILABLE THROUGH THE INFORMATION TECHNOLOGY SERVICES DEPARTMENT CAPITAL BUDGET. FUNDING THE AMOUNT OF \$73,570.76 IS AVAILABLE FROM THE 2020 URBAN AREA SECURITY INITIATIVE GRANT BUDGET.

\* \* \* \* \*

**WHEREAS**, the Interlocal Cooperation Act (the "Act"), Chapter 791, Texas Government Code permits local governmental entities to enter into interlocal agreements for the performance of governmental functions, including administrative functions, such as purchasing, in order to promote efficiencies and effectiveness; and

**WHEREAS**, the Region VIII Education Service Center ("Region VIII") is the Texas administrator of a cooperative purchasing program known as The Interlocal Purchasing System ("TIPS") Program; and

**WHEREAS**, the City entered into an Interlocal Agreement with Region VIII pursuant to Ordinance Number 2009-12-10-1002, authorizing use of contracts procured by TIPS; and

**WHEREAS**, the City wishes to utilize the TIPS contract with Digital Display Solutions, Inc., in the amount of \$227,030.40, to provide audio and video equipment and installation to support the centralized security functions at the Alamo Regional Security Operations Center (ARSOC); and

**WHEREAS**, ARSOC will provide a 24x7 operational facility committed to protecting San Antonio's infrastructure and critical systems from threats using advanced and emerging technology, developing public-private partnerships in support of cyber security, collaborative skills development, and regular training exercises for regional municipal organizations; **NOW THEREFORE:**

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

**SECTION 1.** The offer from Digital Display Solutions, Inc., in the amount of \$227,030.40, to provide audio and video equipment and installation to support the centralized security functions at ARSOC is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. The bid tabulation and contract are attached hereto and incorporated herein for all purposes as **Exhibit I**.



**SECTION 2.** Funding for this ordinance in the amount of \$75,570.76 is appropriated in Fund 2205620025, and the budget shall be revised by increasing Internal Order 120000000203, GL account 6102100.

**SECTION 3.** The budget in SAP Fund 40099000 Other Capital Projects, SAP Project Definition 09-0127 ARSOC - Alamo Regional Security Op Ct, shall be revised by increasing WBS 09-00127-90-14-xx entitled Trf fr Urban Area Security Initiative Grant, SAP GL account 6101100 Transfer in, by the amount of \$75,570.76 and by increasing WBS 09-0012-01-02 with GL Account 5501000 by the amount of \$75,570.76.

**SECTION 4.** Payment is authorized to be encumbered and made payable to Digital Display Solutions, Inc., in an amount not to exceed \$227,030.40. Payment is in support of the ARSOC - Alamo Regional Security Op Ct Project, using Fund 40099000, with the WBS Element 09-00127-01-02 and GL Account 5501000. Funding is provided by Tax Notes and the Urban Area Security Initiative Grant and is in the FY2021-FY2026 CIP Budget as amended above.

Payment is limited to the amounts budgeted in the operating and/or capital budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

**SECTION 5.** The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

**SECTION 6.** This ordinance is effective immediately upon passage by eight or more affirmative votes; otherwise, it is effective on the tenth day after passage.


**PASSED and APPROVED this 17<sup>th</sup> day of June, 2021.**

  
**M A Y O R**  
Ron Nirenberg

**ATTEST:**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Tina J. Flores, City Clerk

  
\_\_\_\_\_  
Andrew Segovia, City Attorney



## City of San Antonio

### City Council

June 17, 2021

**Item: 12**

**File Number: 21-3889**

**Enactment Number:**

**2021-06-17-0454**

Ordinance approving a contract with Digital Display Solutions, Inc., in the amount of \$227,030.40, to provide audio and video equipment and installation to support the centralized security functions at the Alamo Regional Security Operations Center (ARSOC). Funding in the amount of \$153,459.64 is available through the Information Technology Services Department Capital Budget. Funding in the amount of \$73,570.76 is available from the 2020 Urban Area Security Initiative Grant Budget. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Ana E. Sandoval made a motion to approve. Councilmember John Courage seconded the motion. The motion passed by the following vote:

**Aye:** 10 Nirenberg, McKee-Rodriguez, Viagran, Rocha Garcia, Castillo, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

**Abstain:** 1 Bravo

LC  
06/17/21  
Item No. 12

# Exhibit I



Opened: May 14, 2021			
For: Audio Visual Equipment for Alamo Regional Security Operations Center (ARSOC)			
		<b>TIPS</b> Digital Display Solutions, Inc. 12223 San Pedro Ave. San Antonio, TX 78216 (210) 404-1233	
6100014015		RG	
Item	Description	Quantity	
1	<b>EQUIPMENT</b>		
	<b>PHASE I</b>		
	Aver PTZ330 PTZ Camera - 1080P60 - 30X Optical HDMI 3G-SDI-IP USB	1	
	Part Number		PAVPTZ330
	Unit Price		\$1,759.99
	Total Price		\$1,759.99
	Standard I/O player for simple streaming application and large deployment of common content	6	
	Part Number		BrightSign LS424
	Unit Price		\$212.50
	Total Price		\$1,275.00
	RJ45 Cat6 Modular Plug for Round Solid/Stranded Cable	18	
	Part Number		C2G 00888
	Unit Price		\$0.51
	Total Price		\$9.18
	500ft Bulk 18 AWG Speaker Wire - Plenum CMP-Rated	400	
	Part Number		C2G 40538
	Unit Price		\$0.21
	Total Price		\$85.00
	15ft High Speed HDMI Cable with Ethernet for TVs, Laptops, and Chromebooks.	13	
	Part Number		C2G 50612
	Unit Price		\$12.87
	Total Price		\$167.31
	1000ft 1000ft Cat6 Bulk Unshielded (UTP) Ethernet Network Cable with Solid Conductors - Plenum CMP-Rated - Black (TAA)	11,000	
	Part Number		C2G 56023
	Unit Price		\$0.29
	Total Price		\$3,234.00
	3ft High Speed HDMI Cable with Ethernet for TVs, Laptops, and Chromebooks.	6	
	Part Number		C2G 56782
	Unit Price		\$5.59
	Total Price		\$33.54
	6ft High Speed HDMI Cable with Ethernet for Chromebooks, Laptops, and TVs	41	
	Part Number		C2G 56783
	Unit Price		\$6.71
	Total Price		\$275.11

City of San Antonio  
Bid Tabulation

Opened: May 14, 2021			
For: Audio Visual Equipment for Alamo Regional Security Operations Center (ARSOC)			
		<b>TIPS</b> Digital Display Solutions, Inc.  12223 San Pedro Ave. San Antonio, TX 78216 (210) 404-1233	
6100014015		RG	
Item	Description	Quantity	
	Large fusion micro-adjustable tilt wall mount	6	
	Part Number		CHIEF LTM1U
	Unit Price		\$205.44
	Total Price		\$1,232.64
	ConnexSys video wall landscape mounting system without rail	32	
	Part Number		CHIEF LVXSU
	Unit Price		\$531.84
	Total Price		\$17,018.88
	48 Port 550X series next-generation stackable managed Ethernet switch	1	
	Part Number		CISCO SG550X-48MP
	Unit Price		\$5,751.19
	Total Price		\$5,751.19
	Misc Material needed to complete installation	9	
	Part Number		DDSAV-Open Market Misc -
	Unit Price		Calc
	Total Price		\$947.64
			\$8,528.80
	Toggle Anchor, Zinc-Plated Steel Channel	192	
	Part Number		DDSAV-Open Market
	Unit Price		SNAPTOGGLE 1/4 KIT
	Total Price		\$0.57
			\$109.44
	Strong FS Series Rack System with DC Fans - 24 Inch Depth   15U	1	
	Part Number		DDSAV-Open Market SR-FS-
	Unit Price		SYSTEM-DC-15U
	Total Price		\$430.67
			\$430.67
	65 UHD Commercial TV with HDR10	6	
	Part Number		LG Commercial 65US340C
	Unit Price		\$884.80
	Total Price		\$5,308.80
	86 UHD Commercial TV with HDR10	4	
	Part Number		LG Commercial 86US340C
	Unit Price		\$2,766.40
	Total Price		\$11,065.60
	55" LED display	32	
	Part Number		LG Electronics 55VM5E-A
	Unit Price		\$2,116.80
	Total Price		\$67,737.60

City of San Antonio  
Bid Tabulation

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		TIPS	
		Digital Display Solutions, Inc.	
		12223 San Pedro Ave.	
		San Antonio, TX 78216	
		(210) 404-1233	
6100014015		RG	
Item	Description	Quantity	
	2 SLIDE SRSR, 12 SPACE	1	
	Part Number		MIDDLE ATLANTIC SRSR-2-
	Unit Price		12
	Total Price		\$578.20
			\$578.20
	PHASE II		
	Wireless presentation system with 2 USB button	1	
	Part Number		Barco CSE-200
	Unit Price		\$1,487.50
	Total Price		\$1,487.50
	Audio DSP 4 channel mic/line input card	3	
	Part Number		BiAmp SIC-4
	Unit Price		\$207.48
	Total Price		\$622.44
	Audio DSP 4 channel mic/line output card	2	
	Part Number		BiAmp SOC-4
	Unit Price		\$183.54
	Total Price		\$367.08
	Audio DSP Dante card 64 x 64	1	
	Part Number		BiAmp Tesira DAN-1
	Unit Price		\$842.46
	Total Price		\$842.46
	Digital network server	1	
	Part Number		BiAmp Tesira SERVER-IO
	Unit Price		\$3,830.40
	Total Price		\$3,830.40
	DigitalMedia 4K60 4:4:4 HDR Network AV	20	
	Encoder		
	Part Number		CRESTRON DM-NVX-E30
	Unit Price		\$741.00
	Total Price		\$14,820.00
	4-Series Control System	1	
	Part Number		Crestron Electronics CP4N
	Unit Price		\$1,596.00
	Total Price		\$1,596.00
	DM NVX 4K60 4:4:4 HDR Network AV	30	
	Encoder/Decoder		
	Part Number		Crestron Electronics DM-NVX-
	Unit Price		360
	Total Price		\$1,026.00
			\$30,780.00



City of San Antonio  
Bid Tabulation

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For: Audio Visual Equipment for Alamo Regional Security Operations Center (ARSOC)			
		TIPS	
		Digital Display Solutions, Inc.	
		12223 San Pedro Ave.	
		San Antonio, TX 78216	
		(210) 404-1233	
6100014015		RG	
Item	Description	Quantity	
	Misc Material needed to complete installation	7	
	Part Number		DDS Misc - Calc
	Unit Price		\$497.10
	Total Price		\$3,479.71
	2,000 Watt 8-Channel Amplifier	1	
	Part Number		Lab Gruppen C208X
	Unit Price		\$1,890.00
	Total Price		\$1,890.00
	8" Professional Series 70V/100V/8 Ohm selectable In-Ceiling speaker	32	
	Part Number		SONANCE PS-C83RT
	Unit Price		\$195.00
	Total Price		\$6,240.00
2	Phase 1 Trim Labor	1	
	Total Price		\$14,076.59
3	Phase 1 Finish Labor	1	
	Total Price		\$10,798.10
4	Phase 1 Programming Labor	1	
	Total Price		\$3,984.00
5	Phase 2 Trim Labor	1	
	Total Price		\$7,545.23
6	Phase 2 Finish Labor	1	
	Total Price		\$69.94
	Payment Terms		2%, 10 Days
	Estimated Total		\$227,030.40
	<b>Total Award</b>		<b>\$227,030.40</b>





**CITY OF SAN ANTONIO**  
*PURCHASING AND GENERAL SERVICES DEPARTMENT*

REQUEST FOR OFFER ("RFO") NO.: 6100014015

Audio Visual Equipment for the Alamo Regional Security Operations Center  
(ARSOC)

Date Issued: MAY 12, 2021

RESPONSES MUST BE RECEIVED NO LATER THAN:  
10:00 AM, CT MAY 14, 2021

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Email submissions

Offer Due Date: 10:00 A.M. CT, May 14, 2021

RFO No.: 6100014015

Offeror's Name and Address

Staff Contact Person: REBECCA A. GARZA, PROCUREMENT SPECIALIST II, P.O. Box 839966, San Antonio, TX 78283-3966

Email: [REBECCA.GARZA@SANANTONIO.GOV](mailto:REBECCA.GARZA@SANANTONIO.GOV)

SBEDA Contact Information: Phone: (210) 207-3922 or e-mail: [SBEDAdocs@sanantonio.gov](mailto:SBEDAdocs@sanantonio.gov).

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### 003 - INSTRUCTIONS FOR OFFERORS

#### Submission of Offers.

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

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

Modified Offers. 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.

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.

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

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

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

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

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

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

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

#### Restrictions on Communication.

Offerors are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for



consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

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

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

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the 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 required SBEDA forms. The point of contact may be reached by telephone at (210) 207-3922 or by e-mail at SBEDAdocs@sanantonio.gov. *This exception to the restriction on communication does not apply, and there is no contact permitted to the Small Business Office regarding this solicitation, after the solicitation closing date.*

Offerors may contact the Vendor Support staff at (210) 207-0118 or by email at vendors@sanantonio.gov for assistance with vendor registration and submitting electronic proposals.

#### 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.

#### Offeror's Due Diligence.

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 submitted electronically may be withdrawn electronically.

### Evaluation and Award of Contract.

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

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

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

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

### Prompt Payment Discount.

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

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

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

### Prohibited Financial Interest.

The Charter of the City of San Antonio and the City of San Antonio Code of Ethics prohibit a City officer or employee, as those terms are defined in §§ 2-42 and 2-52 of the Code of Ethics, from having a direct or indirect financial interest in any contract with City. An officer or employee has a "prohibited financial interest" in a contract with City or in the sale to City of land materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or 10% or more of the fair market value of the entity; or



- An entity in which any individual or entity listed above is (i) a subcontractor on a City contract, (ii) a partner or (iii) a parent or subsidiary entity.

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

Unfair Advancement of Private Interests. Pricing and discounts contained in this contract are for use by City departments conducting City business. City employees may not use their positions to obtain special treatment or prices that are not available to the general public.

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 §176.006(a) of the statute.

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

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

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

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

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

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to:

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

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

#### CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Chapter 46 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

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

<https://www.ethics.state.tx.us/filinginfo/1295>

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

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

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

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one

of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

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

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

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

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



## 004 - SPECIFICATIONS / SCOPE OF SERVICES

The City of San Antonio is requesting Digital Display Solutions, Inc., to procure, install, and program the items below for the Information Technology Services Department in order to provide audio-visual equipment for the Alamo Regional Security Operations Center (ARSOC). The statement of work must be completed prior to the construction completion of the ARSOC.

### Operations Center 500 Digital Display Solutions, Inc., shall:

**Video-** install 24x 55" video wall monitors. The monitors will be separated as 24 individual displays, two (3x3) videowalls with 6 single displays underneath, one (4x4) video wall with 2 (2x2) video walls to the right or left, or six (2x2) video walls with 24 NVX decoders as the processing units. The video system will also include 15 encoders to encompass the 13 workstations in the ops floor, 1 Wireless Barco clickshare (wireless display does not require a network connection), 1 Cable Box feed.

**Audio-** install 10 8" speakers to reinforce the room with audio. Will use the headend Tesira ServerIO for signal interception and configuration. The audio going to this room will reflect what is selected on the control system for audio routing.

**Control-** install a 4 Series Crestron CP4N processor to handle AV systems automation and control. The control panel will consist of an executable file on a PC(s) or a web-based UI custom tailored for the end user. The control panel will allow the user to route Audio and Video with ease.

**Network-** install 1 48 port network switches with IGMP Multicast support as well as PoE+ to ensure proper power to the NVX units.

**Racks and Storage-** install a 12U rack in a predetermined location to house the A/V equipment. The rack will also house enough power ports to support all AV equipment.

**Wire and Cables-** run and terminate all wiring needed to support proposed and optional items in this proposal.

### Reception 100

**Video-** procure and install a 65" Commercial LG TV and Brightsign digital signage player that can be accessed through the network.

**Wire and Cables-** run and terminate all wiring needed to support proposed items in this proposal.

### Helpdesk 800A

**Video-** procure and install eight 55" Commercial LG TVs and create a 2x2 video wall on the right side of the display. The videowall will display the wall plate source. In its default mode the displays will have a PC on each display that will be handled by helpdesk.

**Wire and Cables-** run and terminate all wiring needed to support proposed items in this proposal.

### Media 101

**Video-** procure and install a 86" Commercial LG TV. We will also add an encoder to project **image** to the screen.

**Audio-** procure and install four 8" Speakers to reinforce the room.

**Control-** The control panel will consist of an executable file on a PC(s), or a web-based UI custom tailored for the end user. The control panel will allow the user to route Audio and Video with ease.

**Wire and Cables-** run and terminate all wiring needed to support proposed items in this proposal.

### Break Room 301

**Video-** procure and install two 65" Commercial LG TV and Brightsign digital signage player that can be accessed through the network

**Wire and Cables-** run and terminate all wiring needed to support proposed items in this proposal.



### **R3 416**

**Video-** procure and install three 65" Commercial LG TVs and three Brightsign digital signage player that can be accessed through the network.

**Audio-** procure and install four 8" Speakers to reinforce the room.

**Wire and Cables-** will run and terminate all wiring needed to support proposed items in this proposal

### **Training 421**

**Video-** procure and install a 86" Commercial LG TV. We will also add an encoder to project image to the screen. This will also serve as a part of a divide and combine room.

**Audio-** procure and install six 8" Speakers to reinforce the room.

**Control-** The control panel will consist of an executable file on a PC(s) or a web-based UI custom tailored for the end user. The control panel will allow the user to route Audio and Video with ease.

**Wire and Cables-** run and terminate all wiring needed to support proposed items in this proposal.

### **Training 422**

**Video-** procure and install a 86" Commercial LG TV. We will also add an encoder to project image to the screen. This will also serve as a part of a divide and combine room.

**Audio-** procure and install six 8" Speakers to reinforce the room.

**Control-** The control panel will consist of an executable file on a PC(s) or a web-based UI custom tailored for the end user. The control panel will allow the user to route Audio and Video with ease.

**Wire and Cables-** run and terminate all wiring needed to support proposed items in this proposal.

### **Conference 504**

**Video-** procure and install a 86" Commercial LG TV. We will also add an encoder to project image to the screen.

**Audio-** procure and install two 8" Speakers to reinforce the room.

**Control-** The control panel will consist of an executable file on a PC(s) or a web-based UI custom tailored for the end user. The control panel will allow the user to route Audio and Video with ease.

**Wire and Cables-** run and terminate all wiring needed to support proposed items in this proposal.



## 005 - SUPPLEMENTAL TERMS & CONDITIONS

### Original Contract Term.

This contract shall begin upon City's issuance of a Purchase Order. This contract shall terminate upon completion of all work described herein or delivery of all goods ordered, as applicable.

### 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.

### 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 2 –All applicable terms and conditions of the Contract number 200904 through the Interlocal Purchasing System (TIPS) Cooperative Program.

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 2, 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 2, 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 2, 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.**

#### **Internal / External Catalog.**

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

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

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

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

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

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

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

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

#### **Catalog Updates.**

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



## Insurance.

Prior to the commencement of any work under this Agreement, Vendor shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Information Technology Services Department, which shall be clearly labeled "AUDIO VISUAL EQUIPMENT FOR ALAMO REGIONAL SECURITY OPERATIONS CENTER (ARSOC)" 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:

<b>INSURANCE TYPE</b>	<b>LIMITS</b>
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 e. Independent Contractors f. Damage to property rented by you	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability (Claims-made Coverage)	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.  Coverage to be maintained and in effect for no less than two years subsequent to the completion of the professional service.
*6. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

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: Information Technology Services Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

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

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

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

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

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

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

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

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

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

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

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

#### High Technology Procurement.

##### Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor shall hold City harmless and indemnify City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Vendor has



reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to City.

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

Either:

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

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

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

Vendor further agrees to:

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

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

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

Provided that:

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

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

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

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

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

#### Federal Grant Funding Provisions.

2 CFR Part 200, entitled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Rules) and the Federal Emergency Management Agency's (FEMA's) Procurement Under Grants Conducted Under Exigent or Emergency Circumstances guidance are hereby incorporated by reference.

Suspension and Debarment. This contract is a covered transaction for purposes of 2 CFR Part 200. As such, the contractor is required to verify that neither the contractor, nor its principals, as defined at 2 CFR 180.995, are excluded or disqualified as defined at 2 CFR 180.940 and 2 CFR 180.935, respectively. The contractor is required to comply with 2 CFR 200, and must include the requirement to comply with 2 CFR 200, in any lower tier covered transaction it enters into.

By submitting an offer, Contractor certifies that:



- Neither it nor its principals are presently debarred, suspended for debarment, declared ineligible or voluntarily excluded from participation in any State or Federal Program;
- Contractor shall provide immediate written notice to City if, at any time during the term of this contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or has become erroneous by reason of changed circumstances.

The certification in this clause is a material representation of fact relied upon by City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City, the State or Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 CFR 200, while this offer is valid and throughout the period of any contract that may arise from this offer.

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

#### Certification Regarding Lobbying Contract Clause

By submitting an offer, Contractor certifies that, to the best of his or her knowledge and belief, that:

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

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

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

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

Additional Federal Emergency Management Agency (FEMA) Requirements. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires the following, which are hereby added as follows:

- a. Access to Records. The following access to records requirements apply to this contract:
  - i. Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - ii. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
  - iii. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  - iv. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
- b. Changes/Amendments. Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed



- by both City and Contractor, subject to and contingent upon appropriation of funds for any increase in expenditures by the City.
- c. U.S. Department of Homeland Security (DHS) Seal, Logo, and Flags. Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
  - d. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
  - e. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
  - f. Program Fraud and False or Fraudulent Statements or Related Acts. City as a potential recipient of federal funds, must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

#### STATE GRANT FUNDING REQUIRED AUDITING PROVISION.

Contractor agrees: (1) the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under this contract; (2) acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds; and (3) under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### 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 / Digital Display Solutions, Inc. Proposal dated 5/3/2021 per TIPS Contract 200904  
Attachment B – SBEDA Subcontractor/Supplier Utilization Plan  
Exhibit 1 - Small Business Economic Development Advocacy (SBEDA) Program  
Exhibit 2 – TIPS 200904 Audio Visual Equipment, Supplies and Services Contract



## 006 - GENERAL TERMS & CONDITIONS

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

### Delivery of Goods/Services.

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

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

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

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

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

### Invoicing and Payment.

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

[accounts.payable@sanantonio.gov](mailto:accounts.payable@sanantonio.gov)

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

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

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

### 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 affected 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 effort attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

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

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

Independent Contractor. Vendor covenants and agrees that it is an independent contractor and not an officer, agent, servant or employee of City. City shall not be liable for any claims which may be asserted by any third party occurring in connection



with the services to be performed by Vendor under this contract and that Vendor has no authority to bind City. The doctrine of respondeat superior shall not apply as between City and Vendor.

#### **INDEMNIFICATION.**

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

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

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

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

#### **Records Retention.**

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

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



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

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

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

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

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

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

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

**Venue.** Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between City and Vendor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made and is to be performed in Bexar County, Texas, and is governed by the laws of the State of Texas.

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



is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

#### Prohibition on Contracts with Companies Boycotting Israel

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it:

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

This section only applies to a contract that:

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

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

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

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

#### Contracts with Companies Engaged in Business with Iran, Sudan, or Foreign Terrorist Organization Prohibited.

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

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

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

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



## 007 - SIGNATURE PAGE

By submitting an offer, 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.

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.	1020346
Signer's Name	Lisa Harbert
Name of Business	Digital Display Solutions Inc.
Street Address	12223 San Pedro Ave.
City, State, Zip Code	San Antonio, Texas, 78216
Email Address	LHarbert@ddsav.com
Telephone No.	(210) 404-1233
Fax No.	2109796585
City's Solicitation No.	6100014015

\_\_\_\_\_  
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.





On behalf of the DDS-AV team, we would like to thank you for the opportunity to be considered for this project. For 20 years, DDS-AV has been providing professional technology system design and integration services for corporate, government, and higher-education clients throughout South Texas.

During proposal review, should you have any questions, please do not hesitate to contact us. From the DDS-AV team, thank you for your time and consideration of our professional solutions.

***SCOPE OF WORK:***

**Base Bid**

DDSAV will procure, install, and program the items in this proposal in the following manner:

**Operations Center 500**

**Video-** DDSAV will install 24x 55" video wall monitors. The monitors will be separated as 24 individual displays, two (3x3) videowalls with 6 single displays underneath, one (4x4) video wall with 2 (2x2) video walls to the right or left, or six (2x2) video walls with 24 NVX decoders as the processing units. The video system will also include 15 encoders to encompass the 13 workstations in the ops floor, 1 Wireless Barco clickshare (wireless display does not require a network connection), 1 Cable Box feed.



**Audio-** DDSAV will install 10 8" speakers to reinforce the room with audio. DDSAV will use the headend Tesira ServerIO for signal interception and configuration. The audio going to this room will reflect what is selected on the control system for audio routing.

**Control-** DDSAV will install a 4 Series Crestron CP4N processor to handle AV systems automation and control. The control panel will consist of an executable file on a PC(s) or a web based UI custom tailored for the end user. The control panel will allow the user to route Audio and Video with ease.

**Network-** DDSAV will install 1 48 port network switch with IGMP Multicast support as well as PoE+ to ensure proper power to the NVX units.

**Racks and Storage-** DDSAV will install a 12U rack in a predetermined location to house the A/V equipment. The rack will also house enough power ports to support all AV equipment.

**Wire and Cables-** DDSAV will run and terminate all wiring needed to support proposed and optional items in this proposal

### Reception 100

**Video-** DDSAV will procure and install a 65" Commercial LG TV and Brightsign digital signage player that can be accessed through the network

**Wire and Cables-** DDSAV will run and terminate all wiring needed to support proposed items in this proposal

### Helpdesk 800A

**Video-** DDSAV will procure and install eight 55" Commercial LG TVs and create a 2x2 video wall on the right side of the display. The videowall will display the wallplate source. In its default mode the displays will have a PC on each display that will be handled by helpdesk.

**Wire and Cables-** DDSAV will run and terminate all wiring needed to support proposed items in this proposal

### Media 101

**Video-** DDSAV will procure and install a 86" Commercial LG TV. We will also add an encoder to project



image to the screen.

**Audio-** DDSAV will procure and install four 8" Speakers to reinforce the room.

**Control-** The control panel will consist of an executable file on a PC(s) or a web based UI custom tailored for the end user. The control panel will allow the user to route Audio and Video with ease.

**Wire and Cables-** DDSAV will run and terminate all wiring needed to support proposed items in this proposal

#### **Break Room 301**

**Video-** DDSAV will procure and install two 65" Commerical LG TV and Brightsign digital signage player that can be accessed through the network

**Wire and Cables-** DDSAV will run and terminate all wiring needed to support proposed items in this proposal

#### **R3 416**

**Video-** DDSAV will procure and install three 65" Commerical LG TVs and three Brightsign digital signage player that can be accessed through the network.

**Audio-** DDSAV will procure and install four 8" Speakers to reinforce the room.

**Wire and Cables-** DDSAV will run and terminate all wiring needed to support proposed items in this proposal

#### **Training 421**

**Video-** DDSAV will procure and install a 86" Commerical LG TV. We will also add an encoder to project image to the screen. This will also serve as a part of a divide and combine room.

**Audio-** DDSAV will procure and install six 8" Speakers to reinforce the room.

**Control-** The control panel will consist of an executable file on a PC(s) or a web based UI custom tailored for the end user. The control panel will allow the user to route Audio and Video with ease.

**Wire and Cables-** DDSAV will run and terminate all wiring needed to support proposed items in this proposal



**Training 422**

**Video-** DDSAV will procure and install a 86" Commerical LG TV. We will also add an encoder to project image to the screen. This will also serve as a part of a divide and combine room.

**Audio-** DDSAV will procure and install six 8" Speakers to reinforce the room.

**Control-** The control panel will consist of an executable file on a PC(s) or a web based UI custom tailored for the end user. The control panel will allow the user to route Audio and Video with ease.

**Wire and Cables-** DDSAV will run and terminate all wiring needed to support proposed items in this proposal

**Conference 504**

**Video-** DDSAV will procure and install a 86" Commerical LG TV. We will also add an encoder to project image to the screen.

**Audio-** DDSAV will procure and install two 8" Speakers to reinforce the room.

**Control-** The control panel will consist of an executable file on a PC(s) or a web based UI custom tailored for the end user. The control panel will allow the user to route Audio and Video with ease.

**Wire and Cables-** DDSAV will run and terminate all wiring needed to support proposed items in this proposal

***CONCLUDING NOTES:***

Exclusions: Electrical, internal network configurations, building structure.

Upon completion of the project DDSAV will warranty any labor provided by DDSAV for 90 days. Product procured by DDSAV will hold the manufacturer warranty and will be handled by DDSAV. Manufacturer warranties do not cover any: labor, and/or removal costs associated with the warrantied products. DDSAV will cover labor cost on warrantied items if within 90 days of project completion.



# TIPS Proposal

## Contract #:200904

The items, labor, and prices listed in this proposal are good for 30 days. Acceptance of this proposal after 30 days may void: pricing and/or product availability.

To proceed with our professional integration services, an executed copy of this proposal must be presented to DDS-AV to commence equipment procurement and installation scheduling. Payment is to be made according to the proposal payment schedule.

*Thank you for this opportunity to present our professional solutions. If we may be of further assistance, please do not hesitate to contact us.*

### Payment Schedule

	Amount	Due Date
Phase 1 Due Upon Completion (2% discount given at NET 10)	\$124,600.95	
Phase 2 Due Upon Completion (2% discount given at NET 10)	\$65,955.59	



# ARSOC Phase I

		MSRP	Discount	Net Price
1	<b>Aver PAVPTZ330</b> PTZ330 PTZ Camera - 1080P60 - 30X Optical - HDMI - 3G-SDI - IP - USB	\$2,199.99	(\$440.00) <b>20.00%</b>	\$1,759.99
6	<b>BrightSign LS424</b> Standard I/O player for simple streaming application and large deployment of common content	\$1,500.00	(\$225.00) <b>15.00%</b>	\$1,275.00
18	<b>C2G 00888</b> RJ45 Cat6 Modular Plug for Round Solid/Stranded Cable	\$16.38	(\$7.20) <b>44.00%</b>	\$9.18
400	<b>C2G 40538</b> 500ft Bulk 18 AWG Speaker Wire - Plenum CMP-Rated	\$151.80	(\$66.80) <b>44.00%</b>	\$85.00
13	<b>C2G 50612</b> 15ft High Speed HDMI Cable with Ethernet for TVs, Laptops, and Chromebooks.	\$298.87	(\$131.56) <b>44.00%</b>	\$167.31
11000	<b>C2G 56023</b> 1000ft 1000ft Cat6 Bulk Unshielded (UTP) Ethernet Network Cable with Solid Conductors - Plenum CMP-Rated - Black (TAA)	\$5,775.00	(\$2,541.00) <b>44.00%</b>	\$3,234.00
6	<b>C2G 56782</b> 3ft High Speed HDMI Cable with Ethernet for TVs, Laptops, and Chromebooks.	\$59.94	(\$26.40) <b>44.00%</b>	\$33.54



41	<b>C2G 56783</b> 6ft High Speed HDMI Cable with Ethernet for Chromebooks, Laptops, and TVs	\$491.59	(\$216.48) <b>44.00%</b>	\$275.11
6	<b>CHIEF LTM1U</b> Large fusion micro-adjustable tilt wall mount	\$1,926.00	(\$693.36) <b>36.00%</b>	\$1,232.64
32	<b>CHIEF LVSXU</b> ConnexSys video wall landscape mounting system without rail	\$26,592.00	(\$9,573.12) <b>36.00%</b>	\$17,018.88
1	<b>CISCO SG550X-48MP</b> 48 Port 550X series next-generation stackable managed Ethernet switch	\$8,847.98	(\$3,096.79) <b>35.00%</b>	\$5,751.19
9	<b>DDSAV-Open Market Misc - Calc</b> Misc Material needed to complete installation	\$8,528.80	\$0.00 <b>0.00%</b>	\$8,528.80
192	<b>DDSAV-Open Market SNAPTOGGLE 1/4 KIT</b> Toggle Anchor, Zinc-Plated Steel Channel	\$109.44	\$0.00 <b>0.00%</b>	\$109.44
1	<b>DDSAV-Open Market SR-FS-SYSTEM-DC-15U</b> Strong FS Series Rack System with DC Fans - 24 Inch Depth   15U	\$662.57	(\$231.90) <b>35.00%</b>	\$430.67
6	<b>LG Commercial 65US340C</b> 65 UHD Commercial TV with HDR10	\$6,636.00	(\$1,327.20) <b>20.00%</b>	\$5,308.80
4	<b>LG Commercial 86US340C</b> 86 UHD Commercial TV with HDR10	\$13,832.00	(\$2,766.40) <b>20.00%</b>	\$11,065.60



32	<b>LG Electronics 55VM5E-A</b> 55" LED display	\$112,896.00	(\$45,158.40) <b>40.00%</b>	\$67,737.60
1	<b>MIDDLE ATLANTIC SRSR-2-12</b> 2 SLIDE SRSR,12 SPACE	\$826.00	(\$247.80) <b>30.00%</b>	\$578.20

**ARSOC Phase I Total**

**\$191,350.36**

**(\$66,749.41)**

**\$124,600.95**



## ARSOC - Phase II

		MSRP	Discount	Net Price
1	<b>Barco CSE-200</b> Wireless presentation system with 2 USB button	\$1,750.00	(\$262.50) <b>15.00%</b>	\$1,487.50
3	<b>BiAmp SIC-4</b> Audio DSP 4 channel mic/line input card	\$1,092.00	(\$469.56) <b>43.00%</b>	\$622.44
2	<b>BiAmp SOC-4</b> Audio DSP 4 channel mic/line output card	\$644.00	(\$276.92) <b>43.00%</b>	\$367.08
1	<b>BiAmp Tesira DAN-1</b> Audio DSP Dante card 64 x 64	\$1,478.00	(\$635.54) <b>43.00%</b>	\$842.46
1	<b>BiAmp Tesira SERVER-IO</b> Digital network server	\$6,720.00	(\$2,889.60) <b>43.00%</b>	\$3,830.40
20	<b>CRESTRON DM-NVX-E30</b> DigitalMedia 4K60 4:4:4 HDR Network AV Encoder	\$26,000.00	(\$11,180.00) <b>43.00%</b>	\$14,820.00
1	<b>Crestron Electronics CP4N</b> 4-Series Control System	\$2,800.00	(\$1,204.00) <b>43.00%</b>	\$1,596.00
30	<b>Crestron Electronics DM-NVX-360</b> DM NVX 4K60 4:4:4 HDR Network AV Encoder/Decoder	\$54,000.00	(\$23,220.00) <b>43.00%</b>	\$30,780.00



7	<b>DDS Misc - Calc</b> Misc Material needed to complete installation	\$3,479.71	\$0.00 0.00%	\$3,479.71
1	<b>Lab Gruppen C208X</b> 2,000 Watt 8-Channel Amplifier	\$3,000.00	(\$1,110.00) 37.00%	\$1,890.00
32	<b>SONANCE PS-C83RT</b> 8" Professional Series 70V/100V/8 Ohm selectable In-Ceiling speaker	\$9,600.00	(\$3,360.00) 35.00%	\$6,240.00

**ARSOC - Phase II Total**

**\$110,563.71**

**(\$44,608.12)**

**\$65,955.59**

**Project Subtotal:**

**\$301,914.07**

**(\$111,357.53)**

**\$190,556.54**

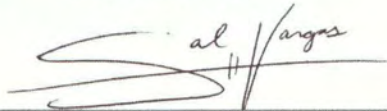


## PROJECT SUMMARY

Equipment:	\$301,914.07
Discount:	(\$111,357.53)
Phase 1 Trim Labor:	\$14,076.59
Phase 1 Finish Labor:	\$10,798.10
Phase 1 Programming Labor:	\$3,984.00
Phase 2 Trim Labor:	\$7,545.23
Phase 2 Finish Labor:	\$69.94

<b>Grand Total:</b>	<b>\$227,030.40</b>
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Client: David McDaniel



Contractor: Digital Display Solutions, Inc.

Date

05/13/2021

Date







**ATTACHMENT B**  
**SBEDA SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**  
**(POSTED AS A SEPARATE DOCUMENT).**