



CONTRACT NAME:	Aviation – Identification Management System Maintenance and Support
CONTRACT NUMBER:	RFO No. 6100017264; City Assigned Purchase Order No. 8000488187
VENDOR NAME:	Alert Enterprise Inc.
VENDOR ADDRESS:	4350 Starboard Drive Fremont, CA 94538
ATTN:	Kaval Kaur
AMENDMENT NUMBER:	1
EFFECTIVE DATE OF AMENDMENT:	August 8, 2024, upon approval by the San Antonio City Council

**Whereas**, the City of San Antonio (City) and Alert Enterprise Inc., entered into a contract pursuant to City issued Purchase Order No. 8000488187 to provide the Aviation Department with Identification Management System (IMS) maintenance and support, beginning on August 8, 2023, and ending on August 8, 2024, for a cost of \$48,838.90 (the “contract”);

**Whereas**, the contract provides that any amendments that cause this contract to exceed \$50,000, if the original contract price was under \$50,000, shall require City Council approval;

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

**Whereas**, parties agree to amend the above referenced contract to extend the term on a year-to-year basis through August 8, 2030, at the annual cost of \$51,280.85, and an additional 54-day period through September 30, 2030 for \$7,586.00 as follows:

## 1. AMENDMENTS

- A. Section 005-SUPPLEMENTAL TERMS & CONDITIONS, Original Contract Term, is hereby revised as follows:

Contract Term.

This contract began on August 8, 2023, continues on a year-to-year basis, and ends on September 30, 2030.

- B. In Section 005-SUPPLEMENTAL TERMS & CONDITIONS, any and all references to “Exhibit II” are hereby deleted as no Exhibit II was attached.

C. Attachment A – Price Schedule is hereby revised to add:

Item No.	Description	Yearly Cost
2	August 8, 2024, through August 8, 2025	\$51,280.85
3	August 8, 2025, through August 8, 2026	\$51,280.85
4	August 8, 2026, through August 8, 2027	\$51,280.85
5	August 8, 2027, through August 8, 2028	\$51,280.85
6	August 8, 2028, through August 8, 2029	\$51,280.85
7	August 8, 2029, through August 8, 2030	\$51,280.85
8	August 8, 2030, through September 30, 2030	\$7,586.00

D. In Section 006 - GENERAL TERMS & CONDITIONS, State Prohibitions on Contracts, is hereby added:

State Prohibitions on Contracts:

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.

"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.

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.

"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.

By signing this amendment, 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.

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 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 energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, 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 with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

By signing this amendment, Company hereby verifies that it does not boycott energy companies and will not boycott energy companies 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.

Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries.

Texas Government Code §2274 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 have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

"Discriminate against a firearm entity or firearm trade association": (A) means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

By signing this amendment, Company hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. City hereby relies on Company's verification. If found to be false, City may terminate the contract for material breach.

## 2. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the above referenced contract, as previously amended, not specifically mentioned herein and revised by this document, are retained in their entirety, unchanged, and remain in full force in effect for the duration of said contract, and any renewals thereof.

## 3. ENTIRE AGREEMENT

This contract, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

**EXECUTED** and **AGREED** to as of the dates indicated below. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

**CITY OF SAN ANTONIO**

**ALERT ENTERPRISE, INC.**

\_\_\_\_\_  
(Signature)

Printed Name: Angelica Mata

Title: Assistant Finance Director

Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Printed Name: Kaval Kaur

Title: Cfo

Date: 7/25/2024

This amendment is part of the contract. Please return this amendment to the Finance Department, Procurement Division, at the address below or email to [shelly.reynolds@sanantonio.gov](mailto:shelly.reynolds@sanantonio.gov) .