



CITY OF SAN ANTONIO
PURCHASING AND GENERAL SERVICES DEPARTMENT

REQUEST FOR OFFER (“RFO”) NO.: 6100016229

AV UPGRADES FOR BEXAR COUNTY, CPS, AND SAWS PUBLIC MEETING
SPACES

Date Issued: OCTOBER 28, 2022

RESPONSES MUST BE RECEIVED NO LATER THAN:
10:00 AM, CT., NOVEMBER 3, 2022

Responses may be submitted by any of the following means:
Electronic submission through the Portal

Offer submissions will only be accepted electronically

Offer Due Date: 10:00 AM, CT., NOVEMBER 3, 2022

Pre-Submittal Conference * NO

* If YES, the Pre-Submittal conference will be held on **N/A** at N/A at N/A.

Staff Contact Person: PETER FARLEY, PROCUREMENT SPECIALIST III

Email: PETER.FARLEY@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers. ***Offer submissions will only be accepted electronically***

Submission of Electronic Offers Through the Portal. 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. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers and submitted in the same manner as original offers. For electronic offers submitted through the portal, 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. Offers sent by email must be a PDF document reflecting a manual signature.

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

Certified Vendor Registration Form. If Offeror has not completed 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 offers 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 City's 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 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. Pre-Submittal Conference participation is optional, but highly encouraged.

Call the Staff Contact Person 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 Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

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

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person by email. 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 and 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, Offeror's facilities and equipment may be a determining factor in making the offer award. All Offerors may be subject to inspection of their facilities and equipment.

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

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

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

State of Texas Conflict of Interest.

Questionnaire (Form CIQ). Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed Form CIQ with the City Clerk if those persons meet the requirements under §176.006(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 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

4.1 SCOPE OF SERVICE:

The City of San Antonio (City) is requesting an offer from Unicom for the purchase, delivery, installation, and integration of broadcast equipment for the Communications & Engagement department. Equipment shall be installed and integrated at three separate locations listed below.

Bexar County Courthouse: Vendor shall perform a full broadcast upgrade for the purpose of upgrading Bexar County Commissioner's Court transmission quality to TVSA. This upgrade shall include a replacement of all cameras in the court. Camera installations shall not include new wiring as the historical status of the building prevents work of this nature. The operations board and touch panels shall be upgraded to assist in better operation of the system. Multi-viewers shall be installed to assist with live production and set up camera shots before airing. A new voting system shall be put in place so that votes can be tallied via a voting server. This voting server should then be capable of presenting the tally to both a local and streamed audience.

SAWS Board Room: AV equipment shall be moved from the current AV booth to a larger space down the hall from the existing location. This will facilitate streaming functions that broadcast to TVSA and maintain same quality streaming as all other TVSA broadcast from the City. Existing cameras shall be replaced with broadcast IP 4K pan-tilt-zoom (PTZ) cameras and a controller to improve PTZ functions for live streaming. Spot lighting shall be replaced with flicker free light emitting diode (LED) moving heads for improved picture. All streaming shall be done through the Tricaster that SAWS is providing and utilizing. In order to provide better transitions, a larger monitor to preview all cameras simultaneously for pre-program adjustments shall be provided and installed.

CPS Energy: the CPS Energy system shall be upgraded as follows:

- Add LiveU Stream box to enable streaming to multiple platforms
- Replace four (4) Marshall cameras with broadcast grade Sony BRC cameras
- Replace Camera controller for improved pan and zoom adjustments for live meetings

The rest of the scope of work for the CPS Energy site includes replacement of the broadcast system. In addition, the two (2) additional inputs for streaming have already been approved by CPS to be done by a separate vendor with CPS funds. The vendor, NCBP, has been contacted and will supply a SOW upon request alongside drawings.

Vendor shall provide the Bexar County, CPS, SAWS Upgrades UGI-22-20462 V1.0 as described in its proposal dated July 18, 2022 (See Attachment D).

The City of San Antonio reserves the right to increase or decrease quantity of units being purchased depending on the department's needs. Unit prices are included in Attachment A UNICOM Quotation #: QUT5245918 dated 13-JUL-2022 (Price Schedule). The City may purchase similar or like-kind items on an as needed basis.

4.2 DELIVERY LOCATION AND POINT OF CONTACT:

All deliveries shall be made to the specified location listed below. Delivery to a non-specified location will result in non-acceptance of the item by City. All deliveries must be pre-arranged with a minimum 24-hour notification. Please contact David McElroy (GPA) at David.McElroy@sanantonio.gov or (210) 207-7231 to coordinate delivery.

Delivery Location:

115 Plaza de Armas
San Antonio, Tx
78205

4.3 Defective Goods:

Vendor shall replace all products found to be defective at no cost to City, including shipping and transportation.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

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

Cooperative Contract Provisions.

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

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

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

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

Exhibit I – All applicable terms and conditions of the Cooperative Purchasing Contract number 4400006645 through OMNIA PARTNERS.

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

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

Warranty.

The warranty specified in Exhibit 1, if any, a minimum of 90-days product guarantee, or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Rejection of Disclaimers of Warranties & Limitations Of Liability.

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

All Or None Bid.

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

Force Majeure.

Should performance of any obligation created under this Agreement become illegal or impossible by reason of fire, flood, storm, epidemic, pandemic, or other national or regional emergency, act of God, governmental authority, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or any other cause not enumerated herein but which is beyond the reasonable control of the Party whose performance is affected, then the performance of the specific provision is suspended during the period of, and only to the extent of, such prevention or hindrance, provided

the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

Insurance.

No later than 30 days before the scheduled event, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY'S Communications & Engagement Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance);
- properly endorsed and have the agent's signature, and phone number,

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. 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 Communications & Engagement Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for the Event.

The City's Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted 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. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

INSURANCE TYPE	LIMITS
1. Workers' Compensation 2. Employers' Liability	Statutory \$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	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
*If Applicable	

CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain the same insurance coverages required of CONTRACTOR and provide a certificate of insurance and endorsement that names CONTRACTOR and CITY as additional insureds. Respondent shall provide CITY with subcontractor certificates and endorsements before the subcontractor starts work.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

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

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Name CITY and 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. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this Agreement. 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 CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CONTRACTOR'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.

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

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

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 –UNICOM Quotation #: QUT5245918 dated 13-JUL-2022 (Price Schedule)
Attachment B – SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM
Attachment C – SBEDA Utilization Plan
Attachment D – UNICOM's Bexar County, CPS, SAWS Upgrades UGI-22-20462 v1.0Proposal dated July 18, 2022
Exhibit I – Omnia Partners Contract # 4400006645

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

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

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

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

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

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

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.

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 DAYS SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

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

Amendments. Except where the terms of this contract expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Vendor. The Director of the Purchasing and General Services Department, or Director's designee, shall have authority to execute amendments on behalf of City without further action by the San Antonio City Council, subject to and contingent upon appropriation of funds for any increase in expenditures by City. Any amendments that cause this contract to exceed \$50,000, if the original contract price was under \$50,000, shall require City Council approval.

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 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 City for damages sustained by virtue of any breach by Vendor.

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

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

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

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

INDEMNIFICATION.

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

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

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

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

Records Retention.

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

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

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

Severability. If any clause or provision of this contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of San Antonio, Texas,

then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein. It is also the intention of the parties hereto that in lieu of each clause or provision of this contract that is invalid, illegal, or unenforceable, there be added as a part of the contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

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 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.

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 submitting an offer to or executing contract documents with the City of San Antonio, 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 submitting an offer to or executing contract documents with the City of San Antonio, 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.

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

007 - SIGNATURE PAGE

By submitting an offer, 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.	<u>1014580</u>
Signer's Name	<u>K. Edward Newkirk</u>
Name of Business	<u>UNICOM Government, Inc.</u>
Street Address	<u>15010 Conference Center Dr. Ste. 110</u>
City, State, Zip Code	<u>Chantilly, VA 20151</u>
Email Address	<u>Legal@unicomgov.com</u>
Telephone No.	<u>(703) 502-2429</u>
Fax No.	<u></u>
City's Solicitation No.	<u>6100016229</u>

K. E. Newkirk  K. Edward Newkirk
Signature of Person Authorized to Sign Offer cn=K. Edward Newkirk, o=UNICOM Government, Inc., ou=Vice President and Corporate Counsel, email=Legal@unicomgov.com, c=US

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

Director – the Director of City’s Purchasing & General Services Department, or Director’s designee.

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

ATTACHMENT A

UNICOM QUOTATION #: QUT5245918 dated 13-JUL-2022 (Price Schedule)

ATTACHED AS A SEPARATE DOCUMENT

**ATTACHMENT B
SMALL BUSINESS ECONOMIC DEVELOPMENT
ADVOCACY (SBEDA) PROGRAM**

**ATTACHMENT C
SBEDA UTILIZATION PLAN (UP)
ATTACHED AS A SEPARATE DOCUMENT**

ATTACHMENT D

UNICOM's PROPOSAL DATED JULY 18, 2022: BEXAR COUNTY, CPS, SAWS UPGRADES UGI-22-20462 V1.0

ATTACHED AS A SEPARATE DOCUMENT

EXHIBIT I

OMNIA PARTNERS CONTRACT # 4400006645

ATTACHED AS A SEPARATE DOCUMENT

CITY OF SAN ANTONIO **SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN**

SOLICITATION NAME: **Bexar County, CPS, SAWS Upgrades**

PRIME CONTRACTOR NAME:

Unicom Government

Please review the following information before completing the form:

- NO API HAS BEEN APPLIED TO THE SOLICITATION.**
- Prime contractor must list ALL certified and non-certified Subcontractors/Suppliers that will be utilized for the entire contract period.
- To be SBEDA eligible, a Prime contractor or Subcontractor must be certified as a Small Business Enterprise (SBE) through the South Central Texas Regional Certification Agency (www.SCTRCA.org) AND must be headquartered or have a significant business presence in the San Antonio Metropolitan Statistical Area.

For further clarification, please contact Small Business Office at (210) 207-3922 or refer to the SBEDA language within the solicitation document(s).

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PREFORMED (5 DIGIT NIGP CODE)
PRIME CONTRACTOR	Unicom Government	No	\$70,234.26	12.64%	83800
SUB	Digital Technology Solutions Inc	Yes	\$485,386.99	87.36%	83800
SUB					

I hereby affirm that the information on this form is true and complete to the best of my knowledge and belief. I possess internal documentation from all proposed Subcontractors/Suppliers confirming their intent to perform the scope of work for the price or percentage indicated. I understand and agree that if approved, this document shall be attached thereto and become a binding part of the contract.

Prime Contractor's Authorized Agent:

Sign and Date

K. E. Newkirk

K. Edward Newkirk
City of San Antonio Economic Development, Inc.
10011101184734-0609

Name

K. Edward Newkirk

Title

Vice President and Corporate Co

Director or Designee of Economic Development:

Sign and Date

APPROVED

DENIED

All sections of the following table must be completed for all firms listed. List all *certified or non-certified* Subcontractors/Suppliers that will be utilized for the entire contract period, excluding possible extensions, renewals and/or alternates. Use additional pages if necessary.

ROLE	NAME OF FIRM	SBEDA ELIGIBLE (YES/NO)	DOLLAR AMOUNT BY FIRM	% OF TOTAL CONTRACT VALUE BY FIRM	WORK TO BE PERFORMED (5 DIGIT NIGP CODE)
SUB					

Bexar County, CPS, SAWS Upgrades

Proposal to City of San Antonio

July 18, 2022

Customer Contact:

David McElroy

940-465-6025

David.McElroy@sanantonio.gov

UNICOM Government, Inc. Contact:

Sebastian Ortega-Chuber

305-906-0537

Sebastian.Ortega-Chuber@unicomgov.com

This proposal includes data that shall not be disclosed outside CoSA and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, CoSA shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the CoSA right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in the sheets marked with the following legend: "Use or disclosure of the data contained on this sheet is subject to the restrictions on the title page of this proposal."

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1.0 UNICOM GOVERNMENT, INC.

UNICOM Government, Inc. (UGI) is a recognized information technology (IT) solutions leader and Unified Visual Communications (UVC) solutions technology integrator, focusing exclusively on Federal Government, state and local governments, and large systems integrators worldwide. For more than 35 years, UGI has been delivering maximum value to our customers by employing industry leaders, developing solutions to meet customer-specific challenges, and by teaming with global IT leaders such as Microsoft, Cisco, Symantec, HP, Extron, and Crestron. We combine our experienced engineers, broad range of products and services, and our extensive contract portfolio to best support our customers.

By combining both products and services, UGI is a one-stop shop providing customers with a single point of contact (POC) for all their IT and audio visual (AV)/video teleconferencing (VTC) needs. Headquartered in Northern Virginia, UGI has offices throughout the United States and supports clients both within the continental United States (CONUS) and outside of the continental United States (OCONUS) in areas such as:

- **Professional Services.** UGI provides a wide range of professional services in support of enterprise software, enterprise storage, networking and communications, mobile and wireless, and AV/VTC systems. UGI engineers provide our clients with the expertise necessary to design, build, and maintain complex network infrastructures and AV/VTC systems in support of today’s information dependent applications. Our technical experts perform storage needs assessments and design, implement, and manage IT and AV/VTC infrastructure solutions that provide consolidated environments that support a cohesive and collaborative workspace.
- **Task Order Management.** The UGI Program Management Office runs multiple, complex programs for our Federal Government and state and local government clients. We have Project Management Professional (PMP)-certified Project Managers (PM) who support our government and System Integrator clients in task order management. Our PMs provide task order oversight, risk mitigation, project scheduling, staff management, and project reporting.
- **Procurement.** UGI supports our clients’ procurement needs through our website, unicomgov.com, which provides convenient, customized shopping zones to meet the specific and changing needs of our customers. Through the UGI Technology Practices, we are able to offer solutions that best respond to client needs and challenges by providing information on cutting edge technology and not simply quoting a requested list of products.
- **Logistics and Integration Management.** UGI has a proven logistics and integration practice available to our clients that can handle all equipment from warehouse and storage to integration and testing, and finally, to deployment. Every step in the process has been carefully thought out and documented and continues to go through our internal process improvement program. This ensures the highest level of customer satisfaction and quality allowing us to meet all customer-driven service level agreements (SLAs) and changing expectations.
- **Maintenance and Ongoing Support.** UGI and our partners are able to offer worldwide depot and onsite maintenance support. UGI offers first call support for complex, multi-product solutions, thus reducing the quantity of information clients must retain for warranty support. UGI provides onsite engineering support to provide hands on training and solution management.

UGI engineers provide our clients with the expertise necessary to design, build, and maintain complex network infrastructures in support of today’s information dependent applications. Our technical experts assess, design, implement, and manage IT infrastructure solutions that provide consolidated environments that support critical data flows over multiple networks.

The UGI Focused Partner Program is a direct result of our experience in providing IT solutions to the government for more than 35 years. To provide total IT and AV/VTC solutions, we have formed partnerships with product vendors and professional services providers that meet exacting criteria in

providing the best support to our clients. We engage partners that share the UGI vision to provide products, services, and complete solutions who not only understand our clients' missions, but the regulations, qualifications, clearances, budgets, deadlines, and metrics behind them as well.

For this effort, UGI is teamed with Digital Technology Solutions (DTS), (herein called "the UGI Team") to provide the subject matter expertise required for this effort.

2.0 SCOPE OF WORK

For the City of San Antonio (CoSA), the UGI Team will perform work on three (3) projects:

- Bexar County Courthouse
- San Antonio Water System (SAWS)
- CPS Energy

2.1 Bexar County Courthouse

The UGI Team will provide the Bexar County Commissioner's Court with a full broadcast upgrade for the purpose of upgrading their transmission quality to TVSA. This upgrade will include a replacement of all cameras in the court. Due to the building being a historical building the UGI Team could not use Sony BRC cameras as no new wiring could be approved to be ran; therefore Vaddio cameras were chosen instead of the Sony BRCs. The operations board and touch panels will be upgraded to assist in better operation of the system. Multiviewers will be in place to assist with live production and set up camera shots before airing. A better voting system will be put in place so that the votes can be tallied via a voting server. This voting server will then be able to present the tally to the local or streamed audience.

2.2 SAWS Boardroom

The UGI Team will move AV equipment from the current AV booth to a larger space down the hall from the existing location. This will facilitate streaming functions that broadcast to TVSA and maintain same quality streaming as all other TVSA broadcast from the CoSA. The UGI Team will also replace existing cameras with broadcast BRC cameras and a controller to more smoothly operate pan, tilt and zoom (PTZ) functions for live streaming. The UGI Team will also replace the spot lighting with flicker free light-emitting diode (LED) moving heads for better picture. All streaming will be done through the Tricaster that SAWS is providing and utilizing. In order to provide better transitions, the UGI Team will also be providing a larger monitor to preview all cameras simultaneously for preprogram adjustments.

2.2.1 Technical Project Assumptions

The following is a list of assumptions by the UGI Team:

- SAWS will have proper data and power for new rack location before work begins
- Installation will need to be done in phases in order to maintain functionality of the system for the upcoming meetings

2.2.2 Project Exclusions

The following exclusions apply:

- Electrical
- Building infrastructure
- OFE Network configuration
- Network cabling to new space

2.3 CPS Energy

The UGI Team will procure and install all items listed to upgrade the CPS Energy system as follows:

- Add LiveU Stream box to enable streaming to multiple platforms
- Replace four (4) Marshall cameras with broadcast grade Sony BRC cameras
- Replace Camera controller for better pan and zoom adjustments for live meetings

The rest of the scope of work includes replacement of the broadcast system and allowing the extra two (2) inputs for streaming has already been approved by CPS to be done by a separate vendor with CPS funds. The vendor, NCBP, has been contacted and will supply a SOW upon request alongside drawings.

2.4 Concluding Notes

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

2.5 Acceptance Criteria

All related products and equipment are deemed accepted upon delivery to the designated CoSA location. The UGI PM will supply a form upon completion for the signed acceptance of this project.

3.0 PROJECT PRICING

The official UGI quotation (Quote #: QUT5245918) can be found as an attachment to this proposal containing all products and professional services required to accomplish the tasks outlined in this proposal. The total project is offered at **\$555,621.25** for the work specifically defined herein.

Should any additional services be required for the scope within this proposal or that are outside of the scope of this proposal, CoSA shall execute a Change Order according to the process listed in Section 6.0.

3.1 Product Pricing

The proposed products are provided for a total of **\$435,786.70**. Please refer to attached quote for the full break out of all products necessary to complete this project.

3.2 Services Pricing

The proposed professional services are provided on a firm fixed basis for a total of **\$119,834.55**.

3.3 Invoicing Schedule

UGI will invoice hardware/software/maintenance at the time the product is shipped to CoSA. UGI will invoice CoSA for the professional services outlined within this proposal upon completion of the tasks. CoSA shall pay UGI within Net 30 days upon receipt of an invoice.

4.0 PROJECT MANAGEMENT PLAN

UGI will monitor all aspects of the contract, from initiation of a task to final solution delivery, while maintaining open communication channels between CoSA staff, management, and project personnel. The UGI PM will work with project leads to ensure that the project is completed on-time with appropriate personnel. Using a work breakdown structure method to prepare and monitor task deliverables, the UGI

PM will execute based on a current, detailed overview of the work requirements of the project's task areas at all times.

5.0 PERFORMANCE OF WORK

5.1 Estimated Period of Performance

UGI estimates the implementation will be completed in fourteen (14) days upon receipt of all equipment and material. Due to product shortages and shipping delays some products might have lead times of 30+ weeks. The UGI PM and the designated CoSA POC will develop a mutually agreeable project start date post award, based on-site readiness and material and services availability, no later than 45 days from award date. If the project does not start on or before the 45 days, then UGI reserves the right to request an adjustment of the proposed pricing. Post award, the UGI PM will work directly with the CoSA POC to establish delivery dates for the professional services outlined within this proposal.

5.2 Location of Work

Work on this effort will be primarily performed at the designated CoSA locations. Portions of the work associated with this proposal may need to be completed at a UGI or subcontractor facility.

5.3 Hours of Work

Work may be performed at the CoSA site from 8:00A.M. to 5:00P.M. local time, excluding all observed Federal holidays. Any required weekend or non-business hour work may require additional funding and must be coordinated through the UGI Team with a modification of this proposal prior to execution.

6.0 CHANGE CONTROL

The pricing and project schedule are based on project scope. Any changes to the project scope after contract award are subject to UGI's Change Control Process as managed by the UGI PM. All changes will be agreed to in writing and approved by UGI and CoSA prior to any work force efforts.

Should UGI or CoSA want to change any Task, Deliverable, or Acceptance Criteria, the UGI PM will follow standard change control procedures. UGI will complete all work authorized under change control on a time-and-materials or fixed-price basis, dependent upon which contract type is most appropriate. Time and Materials will be charged at UGI's then current rates.

The objectives of change control are to:

- Assess the impact of scope changes on project schedules, resources, and pricing.
- Provide a formal vehicle for approval to proceed with any changes to the scope of work.
- Provide a record of all material changes to the original proposal.

If UGI or CoSA requests a change impacting the cost of or time for performance, as determined by UGI in its sole discretion, UGI and CoSA will review the request through our change control process set forth in the proposal and subsequent contract award. For each change, UGI will complete a change request form and provide the completed form to CoSA. Both UGI and CoSA will approve the change request detailed in the form, including the impact of the request on the schedule, resources, and the price of the project, before UGI will make then enact the request. When CoSA accepts the change form, CoSA will modify its purchase order and such other documents as requested by UGI, when applicable. If CoSA does not accept the request, including the impact on the schedule, resources, or price, then the Parties will complete their obligations with respect to the project as set forth in this proposal.

7.0 GENERAL ASSUMPTIONS

- This proposal is valid for a period of thirty (30) days from receipt of proposals.
- The information in this document is based on the most recent information available to the UGI Team. The scope of work and associated prices in this document may be adjusted should new or more detailed information become available regarding the project. The most recent proposal at the time of contract will govern performance.
- The information provided in this document is based on CoSA specifications and requirements and is developed in accordance with the original equipment manufacturer (OEM) specifications.
- CoSA will provide the UGI Team with one (1) onsite project coordinator, who has the necessary authority from CoSA to support the full scope of the project and who will be available on a timely basis to work with the UGI Team. CoSA will provide the UGI Team with adequate facility, network and device access, and any documentation necessary to perform the project, including facility, network, and device diagrams and configurations.
- As required, CoSA will provide the UGI Team timely access to appropriate resources within the CoSA facilities, including, but not limited to other personnel; work, training, or staging spaces; hardware, software, or network connections; and test and live data. Any material delay in providing such resources shall be considered a delay on the part of the CoSA.
- Contract award will constitute CoSA's approval and consent for UGI to subcontract to the subcontractors/consultants named in this proposal.
- Deliverable Acceptance Process. Due to the nature of a firm fixed price contract, written deliverables shall be delivered to the Contracting Officer's Representative (COR) by UGI in accordance with the time frames set forth in this proposal. Prior agreement regarding written deliverable content and format shall precede performance and shall govern acceptance of the final written deliverable. At the completion of the CoSA's review (within the time frame specified herein), the COR will promptly provide a single, conclusive, integrated set of consolidated comments to the UGI PM within 10 days (or as otherwise mutually agreed in advance) after receipt of each deliverable. If any comments identify changes desired by the COR, which do not constitute errors or omissions based on the requirements provided to UGI by CoSA, such changes will be addressed in accordance with the "Change Order Process".
- Should the project terminate for convenience, and notwithstanding which party terminates, in the event of termination prior to completion of the UGI Services, CoSA agrees to pay UGI: (i) for all UGI Services performed by UGI in accordance with the project invoiced and/or to be invoiced but to date unpaid (fees, expenses, milestone payments), up to the effective date of termination.
- Personnel Security Requirements: Upon award, security or clearance documentation, if required, should be forwarded to the UGI Facility Security Officer at FSO@unicomgov.com.
- Should any terms in this proposal conflict with the issued Delivery Order (DO) or the Prime contract, the DO/Prime contract will take precedence.
- Should any of these General Assumptions not apply to the project, they will become self-deleting.
- These General Assumptions and the Technical Project Assumptions are to be incorporated into the CoSA contract.

To: David McElroy
CITY OF SAN ANTONIO
PO BOX 839976
GENERAL ACCOUNTING
San Antonio
TX 78283-397&JSA

Reference No:
Proposal No:
Govt. Contract # : 4400006645
Ship Via: GROUND
CUSTOMER #: 20056691

Quotation #: QUT5245918
Date: 13-JUL-2022
Sales Rep.: Joshua Louis
Phone: 703/502-2242
Joshua.Louis@unicomgov.com

LINE#	UNICOM P/N CLIN	Manufacturer Mfg P/N	Item Description Contract Vehicle	Unit Price	Quantity	Extended Price
001	886949	DIGITAL DISPLAY SOLUTIONS, INC	APPLE IPAD 10.2-INCH 64GB WIFI [SPACE GRAY]	\$358.92	2	\$717.84
		APPLE.10.2.64.2022-0038	4400006645			
002	886962	DIGITAL DISPLAY SOLUTIONS, INC	ARAKNIS NETWORKS AN-110-RT-2L1W-WIFI	\$318.88	1	\$318.88
		AN-110-RT-2L1W-WIFI	4400006645			
003	859242	ARAKNIS NETWORKS	310 SERIES L2 MANAGED GIGABIT SWITCH WITH FULL POE+ 24 + 2 REAR	\$1,163.25	2	\$2,326.50
	3100	AN-310-SW-R-24-POE	4400006645			
004	886964	DIGITAL DISPLAY SOLUTIONS, INC	AVMATRIX MMV1630	\$1,385.01	2	\$2,770.02
		MMV1630	4400006645			
005	886956	DIGITAL DISPLAY SOLUTIONS, INC	HDBASET (CAT6) EXTENDER KIT. ICT 18G, 100M 4K (100MHD) EXTENDER WITH I-PASS, BI-DIRECTIONAL POWER, RS232, IR- ICT FOR FULL HDR/HDMI PASS-THROUGH. FULL HDR, 4K604:4:4. PLUS - ARC & BIDI HOST/DEVICE USB 2.0 (KVM)	\$1,232.37	1	\$1,232.37
		AC-EX100-444-KIT-GEN2	4400006645			
006	886952	DIGITAL DISPLAY SOLUTIONS, INC	AVPROCONNECT 4K HDMI 70M BASIC EXTENDER KIT	\$407.08	2	\$814.16
		AC-EX70-UHD-BKT	4400006645			
007	886953	DIGITAL DISPLAY SOLUTIONS, INC	[NB] - 70 METER HDMI RECEIVER VIA HDBASET FOR ACMX9X(MATRIX SWITCHER) & AC-DA210-HDBT (DISTRIBUTIONAMPLIFIER)	\$0.00	2	\$0.00
		AC-EX70-UHD-R	4400006645			
008	886963	DIGITAL DISPLAY SOLUTIONS, INC	BARCO COMMERCIAL CLICKSHARE CX-50	\$2,920.50	1	\$2,920.50
		CX-50	4400006645			

009	804032	BIAMP SYSTEMS	64X64 DANTE MODULE	\$1,128.68	2	\$2,257.36
		DAN-1	4400006645			
010	778460	BIAMP SYSTEMS	4 CHANNEL MIC/LINE INPUT CARD WITH ACOUSTIC ECHO CANCELLATION	\$566.63	7	\$3,966.41
		SEC-4	4400006645			
011	792718	BIAMP SYSTEMS	AUDIO DSP WITH AVB	\$5,612.83	2	\$11,225.66
		SERVER-IO-AVB	4400006645			
012	778447	BIAMP SYSTEMS	4 CHANNEL MIC/LINE OUTPUT CARD	\$245.90	9	\$2,213.10
		SOC-4	4400006645			
013	876016	NELCO GOVERNMENT LLC	B6 SERIES 4K ULTRA HD PREMIUM CERTIFIED HIGH SPEED HDMI CABLE WITH GRIPTEK - 1M (3.3 FT)	\$32.66	4	\$130.64
		B6-4K-1	4400006645			
014	877999	SNAP AV	B6 SERIES 4K ULTRA HD PREMIUM CERTIFIED HIGH SPEED HDMI CABLE WITH GRIPTEK 1M	\$11.45	8	\$91.60
		B6-4K2-1	4400006645			
015	878000	SNAP AV	B6 SERIES 4K ULTRA HD PREMIUM CERTIFIED HIGH SPEED HDMI CABLE WITH GRIPTEK 2M	\$17.94	61	\$1,094.34
		B6-4K2-2	4400006645			
016	878001	SNAP AV	B6 SERIES 4K ULTRA HD PREMIUM CERTIFIED HIGH SPEED HDMI CABLE WITH GRIPTEK 3M	\$23.04	11	\$253.44
		B6-4K2-3	4400006645			
017	886966	DIGITAL DISPLAY SOLUTIONS, INC	BNC PLUG MRG59 23 AWG C-TEC2	\$4.25	25	\$106.25
		CM-RGB23-BNC	4400006645			
018	815448	CRESTRON	DIGITAL GRAPHICS ENGINE 200 W/PINPOINT UX & 4K DM 8G+ INPUT	\$2,443.68	2	\$4,887.36
		DM-DGE-200-C	4400006645			
019	831757	CRESTRON	DIGITALMEDIA CARD CHASSIS FOR DM-NVX-C & DMCF, 8 SLOTS	\$1,527.30	1	\$1,527.30
		DMF-CI-8	4400006645			
020	875336	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER/DECODER	\$1,374.57	33	\$45,360.81
		DM-NVX-360	4400006645			

021	875337	CRESTRON	DM NVX 4K60 4:4:4 HDR NETWORK AV ENCODER/DECODER CARD	\$1,374.57	8	\$10,996.56
		DM-NVX-360C	4400006645			
022	848546	CRESTRON	1:4 HDMI DISTRIBUTION AMPLIFIER W/4K60 4:4:4 & HDR SUPPORT	\$420.01	2	\$840.02
		HD-DA4-4KZ-E	4400006645			
023	854671	CRESTRON	1:8 HDMI DISTRIBUTION AMPLIFIER W/4K60 4:4:4 & HDR SUPPORT	\$763.65	2	\$1,527.30
		HD-DA8-4KZ-E	4400006645			
024	874499	CRESTRON	4-SERIES CONTROL SYSTEM	\$4,352.81	1	\$4,352.81
		PRO4	4400006645			
025	870271	CRESTRON	USB OVER CATEGORY CABLE EXTENDER, LOCAL AND REMOTE	\$763.65	1	\$763.65
		USB-EXT-2-KIT	4400006645			
026	886946	DIGITAL DISPLAY SOLUTIONS, INC	NEWTEK NDIHX UPGRADE FOR SONY CAMERAS	\$370.92	5	\$1,854.60
		NDI.LIC.2022-0158	4400006645			
027	875017	DECIMATOR	DECIMATOR DESIGN MD-HX, HDMI/SDI CROSS CONVERTER, SCALING, FRAME RATE CONVERSION	\$321.82	5	\$1,609.10
		MD-HX	4400006645			
028	887020	EXTRON	EXTRON 60-1834-02	\$1,061.47	1	\$1,061.47
		60-1834-02	4400006645			
029	886939	DIGITAL DISPLAY SOLUTIONS, INC	CUESERVER 2 PRO LIGHTING CONTROL SOLUTION WITH SHOWCONTROL AND SYSTEM INTEGRATION FUNCTION	\$2,576.97	2	\$5,153.94
		CS-900	4400006645			
030	886959	DIGITAL DISPLAY SOLUTIONS, INC	IPOINT CONNECT PRO - BASESTATION - BLACK	\$231.82	2	\$463.64
		IPOINT.BASE.2022-0038	4400006645			
031	886961	DIGITAL DISPLAY SOLUTIONS, INC	IPOINT CONNECT PRO - CASE FOR IPAD 10.2-INCH	\$185.46	2	\$370.92
		IPOINT.CASE.2022-0038	4400006645			
032	886954	DIGITAL DISPLAY SOLUTIONS, INC	65" ULTRA HD DISPLAY	\$1,363.12	1	\$1,363.12
		65UR640S	4400006645			

033	859226	LIBERTY WIRE AND CABLE	BLACK CATEGORY 6 F/UTP EN SERIES 23 AWG 4 PAIR SHIELDED CABLE REEL	\$0.94	3125	\$2,937.50
		24-4P-P-L6SH-BLK	4400006645			
034	859230	LIBERTY WIRE AND CABLE	CATEGORY 6 SHIELDED 8P8C RJ45 PLUG	\$3.96	47	\$186.12
		111S08080091C34	4400006645			
035	886940	DIGITAL DISPLAY SOLUTIONS, INC	BLACK CATEGORY 6 U/UTP EN SERIES 23 AWG 4 PAIR UNSHIELDED CABLE	\$0.59	500	\$295.00
		24-4P-P-L6-EN-BLK-BX	4400006645			
036	751203	LIBERTY WIRE AND CABLE	COMMERCIAL 16/2 CMP	\$0.30	360	\$108.00
		16-2C-P-BLK	4400006645			
037	778616	LIBERTY WIRE AND CABLE	AUDIO AND CONTROL 22 AWG 1 PAIR SHIELDED PLENUM 1000FT	\$0.15	3150	\$472.50
		22-2C-PSH-BLK	4400006645			
038	879562	DIGITAL DISPLAY SOLUTIONS, INC	BLACK COMMERCIAL GRADE GENERAL PURPOSE 22 AWG 4 CONDUCTOR PLENUM SHIELDED CABLE	\$0.21	25	\$5.25
		22-4C-PSH-BLK	4400006645			
039	886941	DIGITAL DISPLAY SOLUTIONS, INC	BLACK SERIAL DIGITAL MINI-RG59 DUAL SHIELD 4.5 GHZ COAXIALCABLE	\$0.41	500	\$205.00
		23-MINI-SD-BLK	4400006645			
040	875018	LIBERTY WIRE AND CABLE	BLACK CATEGORY 5E U/UTP EN SERIES 24 AWG 4 PAIR UNSHIELDED CABLE	\$0.18	9200	\$1,656.00
		24-4P-L5-EN-BLK	4400006645			
041	886951	DIGITAL DISPLAY SOLUTIONS, INC	WHITE RG6 CCS QUAD SHIELDED RF VIDEO 3.0 GHZ PLENUMCABLE	\$0.78	830	\$647.40
		RG6-QUAD-CMP-WHT	4400006645			
042	886944	DIGITAL DISPLAY SOLUTIONS, INC	SDI/HDMI VIDEO/AUDIO ENCODER	\$1,444.91	1	\$1,444.91
		LU-SOLO	4400006645			
043	886942	DIGITAL DISPLAY SOLUTIONS, INC	7X 40W, RGBW, 9?-44? ZOOM, PIXEL CONTROL, RDM, 3& 5 PIN XLR 100-240V AC 50/60HZ	\$1,278.73	9	\$11,508.57
		MW1	4400006645			

044	878039	NETGEAR INC.	AV LIN M4250-40G8XF-POE+ 40X1G POE+ 960W	\$2,700.82	2	\$5,401.64
		GSM4248PX-100NAS	4400006645			
045	886943	DIGITAL DISPLAY SOLUTIONS, INC	IP 4K PAN-TILT-ZOOM CAMERA WITH NDI*HX CAPABILITY	\$6,799.45	9	\$61,195.05
		BRCX400	4400006645			
046	886945	DIGITAL DISPLAY SOLUTIONS, INC	PTZ CAMERA REMOTE CONTROLLER	\$2,825.12	2	\$5,650.24
		RMIP500/1.B	4400006645			
047	886955	DIGITAL DISPLAY SOLUTIONS, INC	STRONG CONTRACTOR SERIES RACK - 18 INCH DEPTH 12U	\$291.12	1	\$291.12
		SR-CS-RACK-12U	4400006645			
048	869958	TAIDEN INDUSTRIAL CO, LT	DIGITAL IR WIRELESS CONFERENCE SYSTEM MAIN UNIT	\$95,248.77	1	\$95,248.77
		HCS-5300MC/80	4400006645			
049	886957	DIGITAL DISPLAY SOLUTIONS, INC	TOGGLE ANCHOR, ZINC-PLATED STEEL CHANNEL	\$0.63	6	\$3.78
		1/4-KIT	4400006645			
050	885457	VADDIO	AV BRIDGE MATRIX MIX	\$10,451.59	1	\$10,451.59
		999-5660-500	4400006645			
051	845806	VADDIO	TELETOUCH 27" USB TOUCH-SCREEN MULTIVIEWER	\$2,242.27	1	\$2,242.27
		999-80000-027	4400006645			
052	887021	VADDIO	VADDIO 999-9952-200W	\$8,591.72	5	\$42,958.60
		999-9952-200W	4400006645			
053	877995	DIGITAL DISPLAY SOLUTIONS, INC	WATTBOX 1U INTEGRATED FACEPLATE IP POWER COND.	\$572.34	3	\$1,717.02
		WB-800CH1U-IPVM-8	4400006645			
054	859248	SNAP AV	RJ45 CONNECTORS FOR CAT5E WIRE (PACK OF 100 CLEAR)	\$0.49	333	\$163.17
		PLUG-RJ45-CLR	4400006645			
055	2661-1726099	UNICOMGOV INTEGRATION SERVICES	SHIPPING	\$12,497.25	3	\$37,491.75
		SHIPPING	4400006645			

056	888110	DIGITAL DISPLAY SOLUTIONS, INC	MISCELLANEOUS INSTALLATION MATERIALS	\$19,466.89	2	\$38,933.78
		MAT.2022-0247	4400006645			
057	888174	UNICOMGOV NETWORK SERVICES	PROFESSIONAL SERVICES - COSA - BEXAR COUNTY, CPS, SAWS UPGRADES	\$119,834.55	1	\$119,834.55
		4062884	4400006645			

SUBTOTALS : \$555,621.25
TAX : \$0.00
TOTAL : \$555,621.25

UNICOM OFFERS A VARIETY OF FINANCING OPTIONS WITH FLEXIBLE PAYMENT PLANS TO MEET YOUR CAPITAL AND OPERATING BUDGET REQUIREMENTS. PLEASE CONTACT OUR FINANCIAL SERVICES TEAM @703-502-2656 FOR MORE INFORMATION.

******* ATTENTION CONTRACTING *******

Unless otherwise specified within this quote or agreed to by the Seller in writing, full payment for order is due within 30 days of receipt of equipment or services. Items marked ****NSO**** (Not Separately Orderable) may be considered a configurable option of an end product and end product country of origin would apply.

* When purchasing any software or related services, your order is subject to your acceptance of any specific end user terms and conditions (to include licensing terms) required by the manufacturer.

* The prices in this quote are valid for 30 calendar days following the Quotation date.

* This quote is only valid in its entirety and POs placed for partial items in a quote may be rejected.

* All orders are subject to availability.

* Any quotes containing items with Part Numbers SKU TBD or 000-000 are considered budgetary quotes with estimated prices, which are not binding. Please contact your Sales Representative for an updated and final quote before placing an order.

* Unless otherwise stated, pricing shown for maintenance/support requires payment in full within 30 days of the invoice date.

* All orders are subject to Return Policy: <http://shop.unicomgov.com/services/returnpolicy.aspx>

* Electronic and information technology (EIT) listed on this quotation shall be capable, at the time of its delivery, when used in accordance with the contractor's associated documents, and other written information provided to the government, of providing comparable access to individuals with disabilities consistent with the terms and conditions applicable to this contract at the time of award, provided that any assistive technologies used with the listed EIT properly interoperates with it and other assistive technologies.

TO ENABLE FASTER DELIVERY, PLEASE INCLUDE THE FOLLOWING STATEMENT ON YOUR PURCHASE ORDER: "PARTIAL SHIPMENT AND PAYMENT AUTHORIZED". THIS ALLOWS US TO DROP SHIP ITEMS DIRECTLY TO THE SHIP TO LOCATION, AS WELL AS DELIVER THE ITEMS WE HAVE IN STOCK, AS SOON AS POSSIBLE.

Please reference the following on your purchase order:

Quote # QUT5245918

Contract # 4400006645

Payment Terms : Due in 30 Days
(Pending Credit Approval)

Duns #: 10793-9357
Tax ID #: 54-1248422
CAGE Code: 8Y261