



SAN ANTONIO AVIATION DEPARTMENT
REQUEST FOR COMPETITIVE SEALED PROPOSAL
(“RFCSP”)
for
Electronic Visual Information Display System
(RFCSP 21-047, 6100013796)

Release Date: 05/28/2021
Proposals Due: 08/27/2021

This solicitation has been identified as High-Profile.

PROHIBITED CAMPAIGN CONTRIBUTIONS

Notice Regarding Prohibition on Campaign or Officeholder Contributions for Individuals and Entities Seeking High-Profile Contracts. Under Section 2-309 of the Municipal Campaign Finance Code, the following are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections beginning on the *10th business day after a contract solicitation has been released through the 30th calendar day following the approval by City Council (“blackout” period):

- (1) Any individual seeking a high-profile contract;
- (2) Any owner, officer, officer of board, and executive committee member of an entity seeking a high-profile contract, excluding board officers and executive committee members of 501 (c)(3), 501(c)(4) and 501 (c)(6) non-profit organizations not created or controlled by the City whose board service is done strictly as a volunteer with no financial compensation and no economic gain from the non-profit entity;
- (3) The legal signatory of the high-profile contract;
- (4) Any attorney, lobbyist or consultant hired or retained to assist the individual or entity in seeking a high-profile contract;
- (5) Subcontractors hired or retained to provide services under the high-profile contract; and
- (6) Any first-degree member of the household of any person listed in (1), (2), (3) or (5) of this subsection.

A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution was made by any of these individuals during the “black out” period.

*For this solicitation, the first day contributions are prohibited is **Monday, June 14, 2021**.
The first day contributions may be made is the 31st day after the contract is approved at a City Council “A” Session.

RESTRICTIONS ON COMMUNICATIONS

In accordance with and as authorized by Section 2-61 of the City Code, the following restrictions on communications apply to this solicitation: Respondents are prohibited from contacting 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an “A” session; and 2) City employees from the time the RFCSP has been released until the contract is approved at a City Council “A” session.

Restrictions extend to “thank you” letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent.

Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

For additional information, see the section of this RFCSP entitled “Restrictions on Communication”.

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003 BACKGROUND

The City of San Antonio (CoSA) is soliciting proposals for the installation and maintenance of a new Electronic Visual Information Display System (EVIDS) to support digital displays at San Antonio International Airport (SAIA). The initial phase of the deployment will include replacement of the existing multi-user flight information display system (MUFIDS) with a Content Management System (CMS) platform to include a new MUFIDS and will include future CMS deployments in separate phases. CoSA is seeking a Vendor/Integrator to provide a state-of-the art technology system meeting the needs of the Airport and as described in RFCSP Exhibit 1, Technical and Functional Requirements. Respondents shall be experienced in the design, installation, integration, testing and support of the system.

Preferred Qualifications

Respondents shall:

- have installed CMS software in 3 US airports within the last 2 years.
- have installed MUFIDS software in 3 US airports within the last 2 years.
- be registered with the Texas Secretary of State to do business in Texas.
- have experience integrating FIDS and PA systems in at least 2 airports.
- be a certified dealer of the products proposed to be installed and have installed the products at 3 other locations.
- propose products for this project from a company that has been established in the industry for a minimum of five (5) years
- possess content creation experience, including airline and airport branding deployed on multiple displays in multiple formats.

004 SCOPE OF SERVICES

The selected Respondent will provide software, hardware and content to meet CoSA's vision for the new, next-generation EVIDS at SAIA. In addition to the CMS platform and MUFIDS implementation, CoSA is seeking a vendor to provide an end-to-end solution that can extend to meet the vision of an Airport-wide implementation and support potential scaling to locations beyond the Airport.

CoSA is seeking a vendor to contract for and provide a new CMS platform that is scalable to support the Airport's current and future digital signage needs. Additionally, the system must be capable of scaling to support implementations beyond the Airport, as CoSA may wish to extend a successful program to other City-owned locations. The system needs to meet today's media and technology demands but also be flexible, agile, and capable to adapt to future changes, trends, and advancements. SAIA is seeking a robust platform that can deliver an end-to-end dynamic CMS solution and a vendor with extensive knowledge, experience, and resources to meet the ever-growing demands for digital information.

In addition to the CMS platform, CoSA is searching for one vendor who can provide content for the MUFIDS and all potential future deployments related to the CMS. CoSA wishes to establish and sustain a content-driven approach to digital signage and visual communications to ensure the solution delivers an elevated passenger experience and cutting-edge visual impact.

The software solution(s) will include a MUFIDS integrated within a CMS to deliver data across multiple displays visually. The new system replaces the existing MUFIDS core system and some display hardware through the facility. The system software shall drive flight information, baggage information, gate information and select advertising/public service announcement displays.

All pricing must include direct and indirect costs that are customary for providing an EVIDS, which includes but is not limited to the following: software platform, player hardware, database, installation, programming, setup, configuration, customization, data integration, API creation/migration, licenses, training, maintenance, warranty, and all additional components required for a successful implementation of a new, enhanced digital experience. This will include all fees associated with collaborative project management, data integration services with SAIA, and deploying and continuously maintaining the technology in a stable and sustainable manner. Any service without a cost expressly stated shall be interpreted for the contract as no charge to CoSA.

A pricing structure for content creation shall be included with the proposal, including creating content for the MUFID system (this deployment) and the potential future CMS deployment components. It should include all costs related to content strategy, design, production, delivery, and handoff.

For this RFCSP, the following definitions and requirements are included:

1. The term “core system” refers to the existing MUFIDS system to include applicable network components.
2. The terms “media players” and “display device controllers” (DDC’s) are interchangeable.
3. The selected Respondent will be responsible for physical installation of new hardware.
4. Selected Respondent shall be responsible for uninstalling existing displays in Terminal A and disposing any core system hardware in accordance with the following:
 - a. The COSA salvage process must be followed. ITSD Salvage Process -- The vendor will be required to coordinate salvage of monitors and DDC’s. Coordination includes the temporary storage of hardware at SAT’s IT warehouse, then the pick-up and/or drop off of all monitors and DDC’s with the COSA IT department, IT warehouse. Salvaged devices must be transported to the IT main office facility located downtown San Antonio at 515 S. Frio Street. The COSA Project Manager and or IT Business Relationship Manager will assist to identify POC’s and to facilitate the salvage request. COSA provided transportation vehicles are limited to small trucks. It is recommended the coordination of salvage equipment be planned throughout the project to limit the quantity of salvage equipment per trip.

005 SCHEDULE OF EVENTS

Following is a list of **projected dates/times** with respect to this RFCSP:

RFCSP Release	Friday, 05/28/2021
Pre-Submittal Conference	Friday, 06/11/2021 at 1:00 PM. Central Time
Site Visit/Walk-Through	Wednesday, 07/07/2021 at 1:00 PM, Central Time
Final Questions Accepted	Friday, 07/14/2021 at 2:00 PM. Central Time
Proposal Due	Friday, 08/27/2021 at 2:00 PM. Central Time

006 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference is scheduled at **1:00 P.M, Central Time, on June 11, 2021** and will be via Webex only. Respondents are encouraged to prepare and submit their questions in writing 3 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. Pre-Submittal Conference participation is optional, but highly encouraged.

Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Conference Bridge: 1-415-655-0001

Access Code: 1776 29 7241

Password: COSA

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 the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff Contact person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

007 PROPOSAL REQUIREMENTS

Respondent's Proposal shall include the following items in the following sequence, noted with the appropriate heading as indicated below. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

Submit one **(1) COMPLETE ELECTRONIC COPY** of your proposal through the San Antonio e-Procurement System (SAePS). **ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED.**

Respondent shall limit information regarding the Respondent's proposed price to the respective section designated for this information. PLACING PRICING INFORMATION IN OTHER SECTIONS OF A RESPONSE TO THIS RFCSP MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

When submitting electronically through City's portal, scan and upload these documents with your proposal. Each of the items listed below must be uploaded as a separate attachment, labeled with the heading indicated below.

TABLE OF CONTENTS

EXECUTIVE SUMMARY. The summary shall include a statement of the work to be accomplished, how Respondent proposes to accomplish and perform each specific service and unique problems perceived by Respondent and their solutions.

GENERAL INFORMATION FORM. Use the Form found in this RFCSP as Attachment A, Part One.

EXPERIENCE, BACKGROUND AND QUALIFICATIONS. Use the Form found in this RFCSP as Attachment A, Part Two.

PROPOSED PLAN. Prepare and submit the Proposal based on the requirements stated in the RFCSP and include as Attachment A, Part Three.

REQUIREMENTS MATRIX. Complete and submit the Requirements Matrix as Attachment A, Part Four.

IoT SECURITY ASSESSMENT QUESTIONNAIRE. Complete and submit the Questionnaire as Attachment A, Part Five.

PRICE SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment B.

*CONTRACTS DISCLOSURE FORM. Complete and submit a Contracts Disclosure Form with the proposal. The Contracts Disclosure Form may be downloaded at:

- Link to complete form electronically: <https://webapp1.sanantonio.gov/ContractsDisclosure/>
- Link to access PDF form to print and handwrite information: <https://www.sanantonio.gov/portals/0/files/clerk/ethics/ContractsDisclosure.pdf>

1. Download form and complete all fields. All fields must be completed prior to submitting the form.

2. All Respondents must include the following information in the required Contracts Disclosure Form at the time the original proposal is submitted:
 - a. names of the agency board members and executive committee members,
 - b. list of positions they hold as an individual or entity seeking action on any matter listed:
 - (1) The identity of any individual who would be a party to the transaction;
 - (2) The identity of any entity that would be a party to the transaction and the name of:
 - a. Any individual or entity that would be a subcontractor to the transaction;
 - b. Any individual or entity that is known to be a partner or a parent entity of any individual or entity who would be a party to the transaction, or any subsidiary entity that is anticipated to be involved in the execution of the transaction; and
 - c. The board members, executive committee members, and officers of entities listed above; and
 - (3) The identity of any lobbyist, attorney or consultant employed for purposes relating to the transaction being sought by any individual or entity who would be a party to the transaction.
3. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment C. If Respondent is proposing as a team or joint venture, then all persons or entities who will be parties to the contract (if awarded) shall complete and return this form.

PROOF OF INSURABILITY. Submit a letter from insurance provider stating provider's commitment to insure the Respondent for the types of coverages and at the levels specified in this RFCSP if awarded a contract in response to this RFCSP. Respondent shall also submit a copy of their current insurance certificate.

FINANCIAL INFORMATION. Submit a recent copy of a Dun and Bradstreet financial report, or other credit report, on Respondent and its partners, affiliates and subcontractors, if any.

*VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM (VOSBPP). Pursuant to Ordinance No. 2013-12-05-0864, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation. For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation. Complete, sign and submit the Veteran-Owned Small Business Program Tracking Form found in this RFCSP as Attachment D.

*PROPOSAL BOND. Submit Proposal Bond in the amount of \$10,000.00 along with the Associated Power-of-Attorney as specified in RFCSP Section 010 - Bonds. For electronic submissions, Respondent must provide the original Proposal Bond in a package clearly marked with "**Electronic Visual Information Display System RFCSP 21-047; 6100013796**" on the front of the package to:

Finance Department, Purchasing Division
Electronic Visual Information Display System RFCSP 21-047; 6100013796
P.O. Box 839966
San Antonio, Texas 78283-3966

- OR -

Finance Department, Purchasing Division
Electronic Visual Information Display System RFCSP 21-047; 6100013796
100 West Houston Street
San Antonio, TX 78205

prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

*CERTIFICATE OF INTERESTED PARTIES (Form 1295).

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/whatsnew/elf_info_form1295.htm.

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.

*SIGNATURE PAGE. Respondent must complete, sign and submit the Signature Page found in this RFCSP as Attachment E. The Signature Page must be signed by a person, or persons, authorized to bind the entity, or entities, submitting the proposal. Proposals signed by a person other than an officer of a corporate respondent or partner of partnership respondent shall be accompanied by evidence of authority.

PROPOSAL CHECKLIST. Complete and submit the Proposal Checklist found in this RFCSP as Attachment F.

ADDENDA. Sign and submit addenda, if any.

Respondent is expected to examine this RFCSP carefully, understand the terms and conditions for providing the services listed herein and respond completely. FAILURE TO COMPLETE AND PROVIDE ANY OF THESE PROPOSAL REQUIREMENTS MAY RESULT IN THE RESPONDENT'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND THEREFORE DISQUALIFIED FROM CONSIDERATION.

EVALUATION CRITERIA

City will conduct a comprehensive, fair and impartial evaluation of all submissions received in response to this RFCSP. City may appoint a selection committee to perform the evaluation. Each submission will be analyzed to determine overall responsiveness and qualifications under this RFCSP. Criteria to be evaluated will include the items listed below. In accordance with §252.042, Texas Local Government Code, the selection committee may select all, some or none of the respondents who are judged to be reasonably qualified for award of the contract for interviews. Should the City elect to conduct interviews, selection for interviews will be based on initial scoring, prior to interviewing. Interviews are not an opportunity to change a submission. If the City elects to conduct interviews, respondents may be interviewed and re-scored based upon the same criteria. City may also request information from respondents at any time prior to final approval of a selected respondent or seek best and final offers from respondents deemed reasonably qualified for award. Final approval of a selected respondent is subject to the action of the San Antonio City Council.

Evaluation Criteria:

Experience, Background, Qualifications (45 points)

Proposed Plan (40 points)

Price (15 points)

008 SUBMISSION OF PROPOSALS

Proposals **must** be submitted electronically through the portal. **ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED.**

Submission of Electronic Proposals. Submit one (1) **COMPLETE** proposal no later than **2:00 P.M., Central Time, on August 27, 2021**. All times stated herein are Central Time. Any proposal 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.

Electronic Proposal Equals Original. 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.

Proposal Format.

Each proposal shall be typewritten, single-spaced and submitted on 8 ½" x 11" page layout. Font size shall be no less than 12-point type. All pages shall be numbered. Margins shall be no less than 1" around the perimeter of each page. Websites or URLs shall not be submitted in lieu of the electronic submission through City's portal. **ELECTRONIC** proposals must include **ALL** the sections and attachments in the

sequence listed in the RFP Section 007, Proposal Requirements, and **each section and attachment must be indexed as in the Table of Contents page.** For electronic submissions, each separate section should be attached as a separate file.

Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

City is not responsible for lost or misdirected proposals or modifications.

Forms Requiring Signatures.

Signature Page. For electronic proposals, Respondent's electronic submission constitutes a binding signature for all purposes.

All Other Documents. All other forms in this solicitation which require a signature must have a signature affixed thereto by manually signing the document. When submitting, electronically, sign the document prior to scanning it and uploading it with your submission.

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

Certified Vendor Registration Form. If Respondent has not completed City's Certified Vendor Registration (CVR) Form, Respondent is required to do so prior to the due date for submission of proposals. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing/>. Respondents 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 shorthand names will be accepted in place of the full, true, and correct legal name of the entity.

Correct Legal Name. Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Respondent Questionnaire form found in this RFCSP as Attachment A, Part 1.

If Respondent is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the proposal may be rejected.

Statutory Requirements. Exceptions to the following provisions and exhibits by Respondent and/or their agent will lead to automatic disqualification of Respondent's proposal from consideration.

Sections:

Venue, Jurisdiction and Arbitration

Indemnification

Insurance Requirements

Firm Offer. All provisions in Respondent's proposal, including any estimated or projected costs, shall remain valid for one-hundred and eighty days (180) following the deadline date for submissions or, if a proposal is accepted, throughout the entire term of the contract.

Travel and Related Expenses.

City of San Antonio (City) Administrative Directive (AD) 8.31 establishes uniform procedures for the processing of requests for travel authorization, advances and reimbursements, identifies travel expenses eligible for payment and establishes proper accounting for all travel-related expenses for City.

Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by City shall not exceed the amounts authorized by the current GSA Travel Regulations per diem. <http://www.gsa.gov/portal/category/100120>

Travel time may not be included as part of the amounts payable by Customer for any services rendered under the Contract. Air transportation shall be booked at the lowest available fare available at the time. Anticipated travel expenses must be pre-approved in writing by City.

The City has provided forms as examples to be used for reporting expenses for reimbursement in Exhibit 8. The City requires that receipts for expenses not covered by the per diem be attached to the reimbursement request forms for proper verification and processing. Forms Attached as Exhibit 8 are: 1) Personal Vehicle Mileage Record, and 2) Travel & Miscellaneous Expense Report. Customer may use their own forms for reporting travel expenses that provide the same information requested in the forms found in Exhibit 8.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent 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 Respondent may not be considered confidential under Texas law, or pursuant to a Court order. Respondent acknowledges that exemptions to Public Information Act requests may require a brief to be submitted to the Texas Attorney General explaining why the claimed exceptions apply to the information in issue. The City shall not be obligated to submit the brief supporting those claimed exceptions. Respondent shall be responsible for submitting the brief and the documents in issue to the Texas Attorney General.

Cost of Proposal. Any cost or expense incurred by the Respondent that is associated with the preparation of the Proposal, the Pre-Submittal conference, if any, or during any phase of the selection process, shall be borne solely by Respondent.

Withdrawal of Proposals. Proposals may be withdrawn prior to the due date for submission. Proposals submitted electronically may be withdrawn electronically.

Proposal Opening. Proposals will be opened publicly by reading the names of the Respondents aloud online through WebEx at 2:30 P.M., Central Time, on the day the proposals are due. However, in accordance with state law, the contents will not be revealed until after the contract is awarded.

Join by phone: 1-415-655-0001
Meeting number (access code): 177 587 8554
Meeting password: COSA

Restrictions on Communication.

Respondents 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 RFCSP or proposals from the time the RFCSP 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 RFCSP 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 RFCSP and/or proposal submitted by

Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the restrictions on communication with City employees include:

Respondents may ask verbal questions concerning this RFCSP at the Pre-Submittal Conference.

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until **2:00 p.m., Central Time, on July 14, 2021**. Questions received after the stated deadline will not be answered. Questions submitted and City's responses will be posted with this solicitation. All questions shall be sent by e-mail or through the portal.

Respondents may provide responses to questions asked of them by the Staff Contact Person after proposals are received and opened. The Staff Contact Person may request clarification to assist in evaluating Respondent's response. The information provided is not intended to change the proposal response in any fashion. Such additional information must be provided within two business days from City's request. Respondents may also respond to requests by the Staff Contact Person for best and final offers, which do allow respondents to change their proposals. Requests for best and final offers will be clearly designated as such. During interviews, if any, verbal questions and explanations will be permitted. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

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.*

Respondents 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 bids.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm, anticipated City Council agenda date, and a review of the solicitation process.

Staff Contact Person:

Marisol Amador, Procurement Specialist III
City of San Antonio, Aviation Department, Purchasing Division
marisol.amador@sanantonio.gov

Changes to RFCSP.

Changes to the RFCSP, made prior to the due date for proposals shall be made directly to the original RFCSP. Changes are captured by creating a replacement version each time the RFCSP is changed. It is Respondent's responsibility to check for new versions until the proposal due date. City will assume that all proposals received are based on the final version of the RFCSP as it exists on the day proposals are due.

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

Prohibited Financial Interest.

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

- A City officer or employee; his or her spouse, sibling, parent, child, or other family member within the first degree of consanguinity or affinity;
- An entity in which the officer or employee, or his or her parent, child or spouse directly or indirectly owns (i) 10% or more of the voting stock or shares of the entity, or (ii) 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 RFCSP is made in reliance thereon, that none of the above listed individuals or entities is a party to this contract.

Mandatory Federal Contract Provisions. Respondent shall comply with the Mandatory Federal Contract Provisions attached hereto as RFCSP Exhibit 11.

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/Ethics/ForCompliance/Vendors-And-Conflict-of-Interest-Reports>

When completed, the CIQ Form and the CIQ-A Form should be submitted together by mail to the Office of the City Clerk. Please mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966.

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

009 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

City reserves the right to award one, more than one, or no contract(s) in response to this RFCSP.

The Contract, if awarded, will be awarded to the Respondent(s) whose Proposal(s) is deemed most advantageous to City, as determined by the selection committee, upon approval of the City Council.

City may accept any Proposal in whole or in part. However, final selection of a Respondent is subject to City Council approval.

City reserves the right to accept one or more proposals or reject any or all proposals received in response to this RFCSP, and to waive informalities and irregularities in the proposals received. City also reserves the right to terminate this RFCSP, and reissue a subsequent solicitation, and/or remedy technical errors in the RFCSP process.

City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award, incorporating the terms and conditions of this RFCSP. No work shall commence until City signs the contract document(s) and Respondent provides the necessary evidence of insurance as required in this RFCSP and the Contract. Contract documents are not binding on City until approved by the City Attorney. In the event the parties cannot execute a contract within the time specified, City reserves the right to terminate contract discussions with the selected Respondent and commence contract discussions with another Respondent.

This RFCSP does not commit City to enter into a Contract, award any services related to this RFCSP, nor does it obligate City to pay any costs incurred in preparation or submission of a proposal or in anticipation of a contract.

If selected, Respondent will be required to comply with the (a) Venue, Jurisdiction and Arbitration, (b) Insurance and (c) Indemnification requirements established herein. If Respondent takes exception to these terms, the City will deem the Respondent non-responsive and not evaluate their proposal.

The successful Respondent must be able to formally invoice the City for services rendered, incorporating the SAP-generated contract and purchase order numbers that shall be provided by the City.

010 BONDS

Proposal Bonds:

Respondent must submit a proposal bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$10,000.00. The Proposal Bond shall be valid for 180 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

For electronic submissions, Respondent must provide the original Proposal Bond in a package clearly marked with "Electronic Visual Information Display System RFCSP 21-047; 6100013796" on the front of the package to:

Finance Department, Purchasing Division
Electronic Visual Information Display System RFCSP 21-047; 6100013796
P.O. Box 839966
San Antonio, Texas 78283-3966

- OR -

Finance Department, Purchasing Division
Electronic Visual Information Display System RFCSP 21-047; 6100013796
100 West Houston Street
San Antonio, TX 78205

prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

Performance Bond.

If selected, Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570). The initial Performance Bond shall be in the amount equal to the total cost of the implementation and the estimated contract price for the first full year of service. Subsequent Performance Bonds shall be in the full amount of the estimated contract price for each year. Said bond must be in the form acceptable to the City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, Chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

011 SOFTWARE ESCROW REQUIREMENT

This section left blank intentionally.

012 ACCEPTANCE CRITERIA

All deliverables submitted to the City hereunder shall be submitted to a designated City employee for approval and that such deliverables comply in all material respects with the requirements as set forth in a Statement of Work.

In the event of any nonconformity or nonfunctionality of deliverables, the City shall provide Respondent written notification within 14 days of delivery. Upon receipt of such notice of nonconformity or nonfunctionality, Respondent shall have 14 days to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have 14 days to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable, the City will provide a second notice of nonconformity or nonfunctionality of the system within 30 days of delivery. Respondent shall have an additional 14 days to cure the nonconformity or nonfunctionality.

Upon delivery of the cure, the City will have 14 days to evaluate and determine if such cure is acceptable. In the event the Deliverable remains unacceptable the City will provide Respondent with a third notice of any nonconformity or nonfunctionality of the system and Respondent will forfeit 50% of retained balances on hold with the City at the time the third notice is provided to Respondent.

A retainage in the amount of 10% of the deliverable price shall be held by the City, to be paid upon final acceptance. The City Project Team will review, approve, and sign off on the deliverable. Upon acceptance of each milestone, Contractor will be paid 90% of the agreed upon milestone.

Upon final acceptance, Contractor shall invoice the City for the 10% final acceptance hold-back payment.

013 SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term. This contract shall begin upon the effective date of the ordinance awarding the contract. This contract shall terminate five years after implementation and City's final acceptance of the system.

Renewals. At City's option, this contract may be renewed under the same terms and conditions for two (2) additional, one (1) year periods. Renewals shall be in writing and signed by the Director, without additional City Council approval, subject to and contingent upon appropriation of funding therefore.

Temporary Short-Term Extensions. City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

Temporary Contract Pending Award of Contract by City Council.

Occasionally, the City has a need for goods or services prior to the date set for the San Antonio City Council to consider a contract for award. If such a situation arises with regard to this solicitation, and if City intends to recommend Vendor's bid to the City Council for award of a contract, City may require Vendor to provide goods or services prior to the date set for City Council to consider the bid for award of a contract. City shall provide Vendor advance written notice if such occasion arises.

In such event, City's written notice shall constitute acceptance of Vendor's bid and shall result in a temporary contract to provide goods and/or services until City Council considers and awards the contract contemplated in this solicitation. The total expenditure under the temporary contract shall not exceed \$50,000. The temporary contract shall begin on the date set forth in City's written notice and shall terminate when the total expenditure reaches \$50,000, or upon subsequent written notice from City, whichever shall occur sooner. Should City Council authorize award of a contract to Vendor pursuant to this solicitation, said award shall automatically terminate the temporary contract upon the effective date of the newly awarded contract.

During the term of the temporary contract, all goods or services shall be provided in accordance with the terms and conditions contained in this solicitation, with the exception of the Original Contract Term, which is modified as indicated above for the temporary contract.

Acceptance of Vendor's bid for the purposes of award of a temporary contract does not constitute award of the full contract with the Original Contract Term. Such a contract may only be awarded by the San Antonio City Council by passage of an ordinance. Neither does award of a temporary contract obligate City to recommend Vendor's bid for award to the City Council or guarantee that the City Council will award the contract to Vendor.

Insurance.

Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City of San Antonio Information Technology Services Department - Procurement Office, which shall be clearly labeled "**Electronic Visual Information Display System**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to City. City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by City of San Antonio Information Technology Services Department - Procurement Office. No officer or employee, other than City's Risk Manager, shall have authority to waive this requirement.

City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

A Respondent's financial integrity is of interest to City; therefore, subject to Respondent's right to maintain reasonable deductibles in such amounts as are approved by City, Respondent shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Respondent's sole expense, insurance coverage written on an occurrence basis, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For Bodily Injury and Property Damage \$1,000,000 per occurrence; \$2,000,000 general aggregate
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. If AOA access required \$5,000,000 CSL
5. Professional Liability – (Claims-made basis)	\$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.
6. Umbrella or Excess Liability Coverage	\$2,000,000 per occurrence combined limit Bodily Injury (including death) and Property Damage. (per occurrence limit depends on scope of operation)
*7. Cyber Liability	\$1,000,000 per claim \$2,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
*If Applicable	

Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein and provide a certificate of insurance and endorsement that names Respondent and City as additional insureds. Respondent shall provide City with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

As they apply to the limits required by City, City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter

of any such policies). Respondent shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Respondent shall pay any costs incurred resulting from said changes.

City of San Antonio
Attn: Aviation Department / Procurement Division
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insured by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where City is an additional insured shown on the policy;
- Workers' compensation and employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City; and
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Respondent shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Respondent'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 the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

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

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

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

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

Undisclosed Features. Contractor warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the City's use of the equipment, code or software. Specifically, but without limiting the previous representation, Contractor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar

routine. This Agreement shall not now, nor it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Contractor specifically disclaims any unilateral self-help remedies.

Interlocal Participation.

The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this RFCSP. Such acquisition(s) shall be at the prices stated herein and shall be subject to vendor's acceptance. Entities desiring to acquire items listed in this RFCSP shall be listed on a rider attached hereto, if known at the time of issuance of the RFCSP. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this proposal.

Respondent must sign and submit the rider, if attached to this RFCSP, with its proposal, indicating whether Respondent wishes to allow other Entities to use its proposal. Respondent shall sign and return any subsequently issued riders within ten calendar days of receipt. Respondent's decision on whether to allow other Entities to use the proposal shall not be a factor in awarding this RFCSP.

In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder and shall not be obligated or liable for any such order.

Entity purchase orders shall be submitted to Vendor by the Entity.

Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

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, Part One – General Information Form
- Attachment A, Part Two – Experience, Background, and Qualifications
- Attachment A, Part Three – Proposed Plan
- Attachment A, Part Four – Requirements Matrix
- Attachment A, Part Five – IoT Security Assessment Questionnaire
- Attachment B – Price Schedule
- Attachment C – Litigation Disclosure Form
- Attachment D – Veteran-Owned Small Business Preference Program
- Attachment E – Signature Page
- Attachment F – Proposal Checklist

014 General Terms & Conditions

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 RFCSP 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 the 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, the 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 the City as a result thereof. In addition, Vendor may be removed from the 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 prior to incurring any costs for which City may be liable.

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

Warranty. A minimum of 90-days product guarantee or the manufacturer's standard commercial warranty, whichever is greater, shall apply to all products and/or services purchased under this RFCSP, unless otherwise specified in the Specifications/Scope of Services section of this RFCSP. 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 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.

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 the 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, Vendor name, Vendor dba name, address, remit address for payment, unique invoice number, and invoice date (of issue by Vendor). 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 the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date the 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 the 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. Unless otherwise provided in the Supplemental Terms and Conditions section of this document, all prices shown on the Price Schedule shall remain firm for the duration of the contract. Vendor's price stated on the Price Schedule shall be deemed a maximum price. Vendor may provide a lower price at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

Change Orders. In order to comply with Texas law governing purchases made by municipalities, the following rules shall govern all change orders made under this contract.

Any change orders that become necessary during the term of this contract as a result of changes in plans, specifications, quantity of work to be performed, materials, equipment or supplies to be furnished must be in writing and conform to the requirements of City Ordinance 2011-12-08-1014, as hereafter amended.

Any other change will require approval of the City Council, City of San Antonio.

Changes that do not involve an increase in contract price may be made by the Director.

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

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

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

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

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

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 the 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 THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, Vendor agrees to indemnify, defend, and hold the 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.

Intellectual Property. Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

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

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

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

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

Respondent further agrees to

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

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

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

provided that

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

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

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

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

Ownership of Documents and Licenses.

In accordance with Texas law, Respondent acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on the behalf of Respondent pursuant to this Contract shall be the subject of any copyright or proprietary claim by Respondent.

The term "local government 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 and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFCSP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

In accordance herewith, Respondent, if selected, agrees to comply with all applicable federal, state and local laws, rules and regulations governing documents and ownership, access and retention thereof.

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 the City at their respective offices, at all reasonable times and as often as City may deem necessary during the contract period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

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

prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

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

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

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

Certifications. Respondent warrants and certifies that Respondent 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.

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.

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.

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.

Non-discrimination.

As a condition of entering into this agreement, Vendor represents and warrants that it will comply with the 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 the 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.

Venue, Jurisdiction and Arbitration. All claims, counterclaims, disputes, and other matter in question between City and Vendor arising out of or relating to this Agreement or its breach will be decided in a court of competent jurisdiction. Venue of any court action brought directly or indirectly by reason of this contract shall be in Bexar County, Texas. This contract is made to be performed in Bexar County, Texas and is governed by the laws of the State of Texas. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

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.

In accordance with SB 13, effective September 1, 2021, 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.

In accordance with SB 19, effective September 1, 2021, 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, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent Vendor as a result of this contract.

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

Entire Agreement. This contract, including City's final electronically posted online version together with its authorizing ordinance and its price schedule(s), attachments, addendums, purchase orders, and exhibits, if any, and Respondent's proposal, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. City's solicitation documents shall control over Respondent's proposal in the event of a conflict. 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 Change Order 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. Any addendums issued to the final electronically posted online version of this solicitation shall control in the event of a conflict therewith. Addendums shall be interpreted in order of the date issued, with those issued most recently taking priority.**

015 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 Bid - a request for competitive sealed proposal in which the City will award the entire contract to one respondent only.

Alternate Proposal - two or more proposals with substantive variations in the item or service offered from the same respondent in response to a solicitation.

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

Change Order - a change to the plans or specifications of the contract, or an increase or decrease in the quantity of work to be performed or of materials, equipment, or supplies to be furnished, issued by the Director after the proposal has been accepted by the City.

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

Contract - the binding legal agreement between the City and Vendor.

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

Director - the Director of City's Finance Department, or Director's designee.

Equal or Equivalent - terms to indicate that similar products or other brands may be acceptable for purchase if specifications and functional requirements are met.

Line Item - a listing of items in a proposal for which a respondent is expected to provide separate pricing.

Non-Responsive Proposal - a proposal or offer that does not comply with the terms and conditions, or specifications and/or requirements of the RFCSP.

Offer - a complete, signed response to an RFCSP that, if accepted, would bind Respondent to perform the resultant contract. The term "offer" is synonymous with the terms "bid" and "proposal".

Payment Bond - a particular form of security provided by the contractor to protect the 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 the 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 the City, held in order to allow respondents to ask questions about the proposed contract and particularly, the contract specifications.

Proposal - a complete, signed response to a solicitation. The term "proposal" is synonymous with the terms "offer" and "bid".

Proposal Bond or Proposal Guarantee - security to ensure that Respondent (a) will not withdraw the proposal within the period specified for acceptance, and (b) will furnish any required bonds or performance guarantees, and any necessary insurance within the time specified in the solicitation.

Proposal Opening - a meeting during which proposal responses are opened publicly by reading the names of the respondents aloud online through WebEx.

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

Request for Competitive sealed Proposal (RFCSP) - a solicitation for a specified good or a service, evaluated on the basis of price and other factors.

Respondent - a person, firm or entity that submits a proposal in response to a solicitation. The respondent whose proposal is accepted by City may also be referred to herein as Contractor, Vendor or Supplier. The term "respondent" is synonymous with the term "bidder".

Responsible Offeror - a respondent who is known to have the necessary competence and qualifications to perform and provide all requirements of an intended contract.

Responsive Offeror - a respondent who tenders a proposal which meets all requirements of the RFCSP and is a responsible offeror.

Sealed Proposal - a proposal submitted as a sealed document by a prescribed time to the location indicated in the RFCSP. The contents of the proposal will not be made public prior to the award of the contract.

Specifications - a description of what the City requires and what the respondent 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 respondent whose proposal is accepted by the City and is, therefore, the person, firm or entity providing goods or services to the City under a contract.

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

Waiver of Irregularity - noting but disregarding an immaterial variance within a proposal.

016 RFCSP EXHIBITS

RFCSP EXHIBIT 1

FUNCTIONAL AND TECHNICAL REQUIREMENTS

(attached as a separate document)

RFCSP EXHIBIT 2
EVID SYSTEM UPGRADE (DRAWINGS)

(Attached a separate document)

RFCSP EXHIBIT 3

ACCEPTABLE USE OF INFORMATION TECHNOLOGY (A.D. 7.4A)

(Attached a separate document)

RFCSP EXHIBIT 4

ACCESS CONTROL (A.D. 7.8D)

(Attached a separate document)

RFCSP EXHIBIT 5

COSA DATA SECURITY (A.D. 7.3A)

(Attached a separate document)

RFCSP EXHIBIT 6
COSA TECHNOLOGY STANDARDS

(Attached a separate document)

RFCSP EXHIBIT 7
NON-CITY EMPLOYEE PROVISIONING GUIDE

(Attached a separate document)

RFCSP EXHIBIT 8

REIMBURSEMENT REPORTS

(Attached a separate document)

RFCSP EXHIBIT 9

COSA TESTING POLICY

(Attached a separate document)

RFCSP EXHIBIT 10

COSA TESTING STRATEGY

(Attached a separate document)

RFCSP EXHIBIT 11

MANDATORY FEDERAL CONTRACT PROVISIONS

(Attached a separate document)

017 RFCSP ATTACHMENTS
RFCSP ATTACHMENT A, PART ONE
GENERAL INFORMATION FORM

- 1. Respondent Information:** Provide the following information regarding the Respondent.
(NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #2.)

Respondent Name: _____
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

Provide the number of years in business under present name: _____

Social Security Number or Federal Employer Identification Number: _____

Texas Comptroller's Taxpayer Number, if applicable: _____
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

Business Structure: Check the box that indicates the business structure of the Respondent.

Individual or Sole Proprietorship. If checked, list Assumed Name, if any: _____

Partnership

Corporation. If checked, check one: For-Profit Nonprofit

Also, check one: Domestic Foreign

Other. If checked, list business structure: _____

Printed Name of Contract Signatory: _____

Job Title: _____

(NOTE: This RFCSP solicits proposals to provide services under a contract which has been identified as "High Profile". Therefore, Respondent must provide the name of person that will sign the contract for the Respondent, if awarded.)

Provide any other names under which Respondent has operated within the last 10 years and length of time under for each:

Provide address of office from which this project would be managed:

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: \$ _____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

Briefly describe other lines of business that the company is directly or indirectly affiliated with:

List Related Companies:

2. **Contact Information:** List the one person who the City may contact concerning your proposal or setting dates for meetings.

Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Email: _____

3. Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?

Yes ___ No ___

4. Is Respondent registered with the Texas Secretary of State?

Yes ___ No ___ If "Yes", provide your registered filing number associated with your registration. The filing number is the unique 10-digit number assigned by the Secretary of State (SOS) to each business organization, name registration, or name reservation filed with the SOS.

5. Where is the Respondent's corporate headquarters located (City, State, and Physical Address)?

6. **Local/County Operation:** Does the Respondent have an office located in San Antonio, Texas?

Yes ___ No ___ If "Yes", respond to a and b below:

a. How long has the Respondent conducted business from its San Antonio office?

Years _____ Months _____

b. State the number of full-time employees at the San Antonio office.

If "No", indicate if Respondent has an office located within Bexar County, Texas:

Yes ___ No ___ If "Yes", respond to c and d below:

c. How long has the Respondent conducted business from its Bexar County office?

Years _____ Months _____

d. State the number of full-time employees at the Bexar County office. _____

7. Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes ___ No ___ If "Yes", identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

8. Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes ___ No ___ If "Yes", state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

9. Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes ___ No ___ If "Yes", state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.

10. Disciplinary Action: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name

of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

11. Previous Contracts:

- a. Has the Respondent ever failed to complete any contract awarded?

Yes ___ No ___ If "Yes", state the name of the organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

- c. Has any officer or partner proposed for this assignment ever failed to complete a contract handled in his or her own name?

Yes ___ No ___ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

REFERENCES

Provide three (3) reference letters from three (3) separate organizations/companies/firms, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided. In addition, ***please provide the contact information below of the references you have submitted.***

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

Contact Email Address: _____

RFCSP ATTACHMENT A, PART TWO

EXPERIENCE, BACKGROUND, QUALIFICATIONS

Prepare and submit narrative responses to address the following items. Restate the question when providing the response. If Respondent is proposing as a team or joint venture, provide the same information for each member of the team or joint venture.

1. Detail all of Respondent's qualifications required by SAIA to participate in this project with emphasis on any Preferred Qualifications.
2. How many years of experience does your company have performing complex technology services to implement, maintain and/or supporting EVIDS (to include both Content Management and MUFID systems), specifically within Aviation environments.
3. Fully describe your company and experience as it relates to the following:
 - a. History of successful and stable company operation for a period of at least five (5) years.
 - b. History of past relations or agreements with the City.
 - c. History of past relations or agreements with other governmental entities.
4. Describe Contractor's experience relevant to the Scope of Services in this RFCSP, to include the following:
 - a. Indicate the number of years Contractor has provided similar technology implementation and critical system maintenance services as defined in this RFCSP.
 - b. List and describe relevant IT system(s) replacement contracts of similar size and scope performed over the past three (3) years.
 - c. List and describe two airport projects in which Contractor has integrated FIDS and PA systems.
 - d. List three other locations where the proposed solution has been installed.
 - e. List and describe content creation experience, specific to airline and airport branding on multiple displays in multiple formats.
 - f. List any accounts in which Contractor is a majority provider but does not have a contract.
 - g. Indicate the number of labor disputes within the past five (5) years in which the Contractor's involvement resulted in a work stoppage or reduction in service level. Provide explanation detailing the circumstances for each dispute, location, and outcome.
 - h. Indicate the type of services previously provided (i.e. custodial and/or supplemental conversion/labor).
5. Indicate Contractor's availability. Include any present commitments that may conflict with contractor's ability to begin immediately.
6. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

Prepare and submit the following items. Restate the question when providing the response. Each response should include the heading and numbering schema shown below for the section that is being addressed. Failure to follow this format may result in vital information not being considered when reviewing the proposal.

This section addresses the vendor's plan to deploy the solution being proposed, to include specific client resource requirements, professional services to be provided, asset procurement specifications, service levels, and support details.

1. **Requirements Matrix**

- a. Complete the Requirements Matrix (attached as separate document)
- b. Provide comments on any "N" response in column D. If more room is needed, Respondent may refer to Proposed Plan.

2. INTERNET OF THINGS (IoT) SOLUTION REQUIREMENTS: Provide a solution narrative to define IoT device deployment: provisioning and authentication, configuration and control, monitoring and diagnostics, and software updates and maintenance in accordance with NIST IR-8259 Guidelines.

NIST IR-8259 Link: <https://nvlpubs.nist.gov/nistpubs/ir/2020/NIST.IR.8259.pdf>

NIST IR-8259A Link: <https://nvlpubs.nist.gov/nistpubs/ir/2020/NIST.IR.8259A.pdf>

- a. Complete the IoT Security Assessment Questionnaire (Attachment A, Part Five). The proposed solution must describe the IoT design and support consideration.

3. **Project Management**

- a. Describe project management plan (Project Approach and Methodology)
- b. Provide a sample plan for deployment of proposed solution, to include:
 - i. Milestones
 - ii. List of deliverables for each milestone
 - iii. Client and City resources required to complete milestone
 - iv. Vendor travel requirements (if any)
 - v. System/Server installation Requirements including Procurement time
 - vi. Training
 - vii. Client Roll-Out
- c. Identify any known risks that have been experienced
- d. Provide sample contracts/documents for proposed solution, to include:
 - i. Software Licensing
 - ii. Professional Services Agreements/Service Level Agreements
 - iii. Maintenance & Support
 - iv. Technical Support Service Level Agreement
 - v. System/Application Problem Resolution
 - vi. Customer Support Service Level Agreement (Help Desk, Phone Support)
- e. Describe the warranty period post go-live. Provide severity levels of issues that may be encountered and response times. Describe the process the client must follow to report issues/problems.

4. **Solution Information**

- a. Identify any limitations that may exist related to the system's display features, type of data or volume of data to be incorporated.
- b. Describe any unique and/or innovative functionality and/or deployment methods that Respondent may offer. Indicate whether these features are included as part of the proposal, including cost.

- c. List standard reports that are included in the proposed solution
List standard screen shots that are included in the proposed solution (EVIDS dashboard, FIDS screen layout, CMS libraries, etc.)

5. Total Cost of Ownership

- a. Describe the costs that may be associated with terminating the software licensing contract, including requirements.
- b. Describe any additional fees for after-hours, weekend, and/or holiday support as it relates to:
 - i. System/Software Support
 - ii. Application Support
 - iii. System Maintenance
- c. Describe the costs that may be associated with terminating the service contract, including notification requirements.

6. Customer Support

- a. Describe Post-Production Warranty Period
 - i. Duration after Go-Live Date
 - ii. Customer Contact Process
 - iii. After-Hours Support
- b. Describe the various options available for customer and technical support.
- c. Describe Issue/Problem Severity levels and response times.
- d. What are the support days/hours of operation?
- e. If proposed solution includes 3rd party utilities, software, services, etc., describe how customer service support will be managed with these 3rd parties.
- f. Describe how customer service incidents and/or technical issues are reported and managed.

7. Maintenance/Upgrades

- a. Describe how customers' requests for enhancements are handled. Include practice of how enhancement requests are reviewed and chosen for product upgrades.
- b. Describe the frequency of maintenance/upgrades, to include any 3rd party components that may exist.

8. Compliance

- a. Identify any components within the proposed solution that does not meet CoSA Technology guidelines

9. Backup and Restore Strategy

- a. Describe Backup and Restore strategy.
- b. What is the estimated time for recovery should the system database become damaged.
- c. Describe how system errors, delay in performance of the system are handled

10. Service/System Availability

- a. Include Service Level Agreement (SLA) with the proposal if it pertains to hosting services.
- b. If 3rd party solutions are part of the proposal, describe SLAs from all applicable vendors/contractors/partners. Include SLAs as proposal attachments, if available, and reference them in this section.
- c. Describe how planned and unplanned outages will be handled
- d. Describe how planned software maintenance/upgrade notifications to customers are handled. Include timing of notices.

11. System Architecture

- a. Submit comprehensive System Architecture Diagram(s) - Production and Non-Production environments.
 - i. Hardware Requirements
 - ii. Software Requirements

- Server Operating System and version
- Database and version
- Storage Requirements
- iii. Indicate whether component is vendor owned or 3rd Party (OEM)
 - Subscription Requirements
 - Connectivity Requirements
 - Firewall Rules
 - Identify where system communications are initiated and received
- b. Identify licensing required by client for deployment of solution
 - i. OS License
 - ii. Database License
 - iii. Other
- c. Mobile Devices
 - i. List all potential Operating Systems / Devices that are supported
 - ii. Describe hardware/software requirements for EVIDS solution for mobile devices. Proposal should include architecture diagrams showing connectivity between client mobile devices and vendor hosted infrastructure.

12. Security & Privacy

- a. Describe access management controls used by solution.
- b. Describe secure communication for all access, integration, and data transfer including the level of security/monitoring that is in place for firewalls, intrusion detection, data encryption, SSL and application security, etc.
- c. Indicate whether customer can export data at will or if it must be requested. If data extract must be requested, indicate turnaround time

13. Hosting Site Information

- a. Clarify if vendor proposing solution uses 3rd party hosting services or if vendor manages their own datacenters.

14. Backup & Disaster Recovery

- a. Describe your disaster recovery plan.

15. Additional Information

- a. Provide any additional plans and/or relevant information about Respondent's approach to providing the required solution/services for this solicitation.

RFCSP ATTACHMENT A, PART FOUR
REQUIREMENTS MATRIX

(Posted as a separate document)

RFCSP ATTACHMENT A, PART FIVE
IoT SECURITY ASSESSMENT QUESTIONNAIRE

(Posted as a separate document)

RFCSP ATTACHMENT B
PRICE SCHEDULE - REVISED

(Posted as a separate document)

RFCSP ATTACHMENT C
LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Yes ___ No ___

Have you or any member of your Firm or Team to be assigned to this engagement been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ___ No ___

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

RFCSP ATTACHMENT D
VETERAN-OWNED SMALL BUSINESS PREFERENCE PROGRAM TRACKING FORM

(Posted as a separate document)

RFCSP ATTACHMENT E

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at:

<http://www.sanantonio.gov/purchasing/> or the direct link at:

<http://www.sanantonio.gov/purchasing/saeeps.aspx>

By submitting a proposal Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE (A) VENUE, JURISDICTION AND ARBITRATION, (B) INSURANCE AND (C) INDEMNIFICATION REQUIREMENTS SET OUT IN THE TERMS & CONDITIONS OF THIS AGREEMENT. A FAILURE TO COMPLY WITH THE (A) VENUE, JURISDICTION AND ARBITRATION, (B) INSURANCE AND (C) INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

By submitting a proposal Respondent acknowledges that:

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions. I acknowledge that the contract to be awarded pursuant to this RFCSP has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFCSP.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

When submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

RFCSP ATTACHMENT F

PROPOSAL CHECKLIST - REVISED

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order.

Document	Initial to Indicate Document is Attached to Proposal
Executive Summary	
Table of Contents	
General Information Form RFCSP Attachment A, Part One	
Experience, Background and Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Requirements Matrix RFCSP Attachment A, Part Four	
IoT Security Assessment Questionnaire RFCSP Attachment A, Part Five	
Price Schedule RFCSP Attachment B	
*Contracts Disclosure Form	
Litigation Disclosure Form RFCSP Attachment C	
*Veteran-Owned Small Business Preference Program Tracking Form RFCSP Attachment D	
*Proposal Bond and Associated Power-of-Arrowney	
*Certificate of Interested Parties (Form 1295)	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
*Signature Page RFCSP Attachment E	
Proposal Checklist RFCSP Attachment F	
One COMPLETE ELECTRONIC COPY	

*Documents marked with an asterisk on this checklist require a signature. Be sure they are signed prior to submittal of proposal.



ADDENDUM I

SUBJECT: Request for Competitive Sealed Proposal, Electronic Visual Information Display System, (RFCSP 21-047; 6100013796), Scheduled to Open: July 14, 2021. Date of Issue: May 28, 2021.

FROM: Jennifer Johnson
Procurement Administrator

DATE: June 21, 2021

THIS NOTICE SHALL SERVE AS ADDENDUM NO. I TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

A. THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. **Add:** Site Visit: Aviation staff will conduct a site visit/walk through at **1:00 p.m., Central Time, on July 7, 2021**. Attendees will meet in Terminal A, Baggage Claim, by the Information Desk.
2. **Change:** The deadline for submitting written questions is extended to **2:00 p.m., Central Time, on July 14, 2021**.
3. **Change:** Proposal due date is extended to **2:00 p.m. Central Time, on July 23, 2021**.
4. **Add:** List of Pre-Submittal Meeting attendees is attached as Exhibit A to this Addendum I.
5. **Add:** The following paragraph is added to the end of RFCSP Section 004 Scope of Services.

“For this RFCSP, the following definitions and requirements are included:

1. The term “core system” refers to the existing MUFIDS system to include applicable network components.
2. The term “media players” and “display device controllers” (DDC’s) are interchangeable.
3. The selected Respondent will be responsible for physical installation of new hardware.
4. Selected Respondent shall be responsible for uninstalling existing displays in Terminal A and disposing any core system hardware in accordance with the following:
 - a. The COSA salvage process must be followed. ITSD Salvage Process -- The vendor will be required to coordinate salvage of monitors and DDC’s. Coordination includes the temporary storage of hardware at SAT’s IT warehouse, then the pick-up and/or drop off of all monitors and DDC’s with the COSA IT department, IT warehouse. Salvaged devices must be transported to the IT main office facility located downtown San Antonio at 515 S. Frio Street. The COSA

Project Manager and or IT Business Relationship Manager will assist to identify POC's and to facilitate the salvage request. COSA provided transportation vehicles are limited to small trucks. It is recommended the coordination of salvage equipment be planned throughout the project to limit the quantity of salvage equipment per trip."

B. QUESTIONS SUBMITTED IN ACCORDANCE WITH RFCSP SECTION 006, PRE-SUBMITTAL CONFERENCE:

On June 11, 2021, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for the Electronic Visual Information Display System Request for Competitive Sealed Proposals. Below is a list of questions that were asked at the pre-submittal conference. The City's official response to questions asked is as follows:

Question 1a: Regarding RFCSP Exhibit 1-Functional & Technical Requirements, Items 1.01.D, 2.03.C and 2.04.B, does SAT plan on replacing the current AODB with this solution, or instead, is SAT going to keep the current AODB in place for the CMS to pull from and/or provide another feed such as OAG?

Response: SAT currently does not have an AODB. The proposed solution should not include any dependency on an existing AODB. However, SAT currently has a standalone agreement in place with OAG to receive Flight Information via the OAG data feed (airline schedule data only.) This data feed API will be available via the City's current OAG agreement to be used by the new EVIDS system.

Question 1b: RFCSP Exhibit 1-Functional & Technical Requirements, Items 1.01.E states that "The EVIDS replaces the existing MUFIDS core system". What does the core system consist of within the SAT environment?

Response: See #5 in section A above.

Question 2: Regarding RFCSP Exhibit 1-Functional & Technical Requirements, Item 1.01.E, are media players and display device controllers used interchangeably or is there a difference between the two for SAT?

Response: See #5 in section A above.

Question 3: Regarding RFCSP Exhibit 1-Functional & Technical Requirements, Item 1.03.A.1, if the vendor's software is only licensed through subscription, does this pose any issues?

Response: No, SAT will evaluate all solutions that are qualified based on functional and technical requirements. The price schedule allows Respondent to reflect pricing appropriate to their EVIDS solution.

Question 4: Regarding RFCSP Exhibit 1-Functional & Technical Requirements, Item 2.02, is it a requirement the system be installed on-premise? Would SAT entertain the option to install all or part of the system in the cloud, if it meant more robust functionality of the system overall and ability to meet the stated requirements?

Response: No, SAT will evaluate on-premise and vendor hosted solution equally. No preference is made for one over the other.

- Question 5: Regarding RFCSP Exhibit 1-Functional & Technical Requirements, Items 2.03.A.1 and 2.03.A.2, are these requirements meant for the setup of the templates displaying the MUFIDS or are these in reference to making real time changes to the data?
- Response: Item 2.03.A.1 references real time changes to the data. Item 2.03.A.2 references the ability to change the format of the template as it relates to data driven information (e.g. displaying flights alphabetically by city, sorting flights and displaying in order of departure or arrival time, etc.).
- Question 6: Regarding RFCSP Exhibit 1-Functional & Technical Requirements, Item 2.03.A.3, does SAT use Everbridge? If not, what system is used for Emergency Notifications?
- Response: Yes, SAT uses Everbridge for Emergency Notification.
- Question 7: Regarding RFCSP Exhibit 1-Functional & Technical Requirements, Items 2.03.E and 2.05, what is the maximum display resolution that SAT will be deploying to?
- Response: This phase of the project will only require 3840x2160 maximum resolution; however, the system must be capable of supporting any desired resolution for future implementations (e.g. a ticketing check-in video wall with a 20x1 array of displays, each with 1920 x 1080 resolution would require the system be capable of supporting 21,600 x 1920 resolution).
- Question 8: Regarding RFCSP Exhibit 1-Functional & Technical Requirements, Item 2.04.E, does this requirement include monitoring the displays?
- Response: No - The intent of this RFCSP does not require health monitoring of the displays.
- Question 9: Regarding RFCSP Exhibit 1-Functional & Technical Requirements, Item 2.07.C, can the models of the current displays be provided to determine compatibility with the proposed new displays?
- Response: All current monitors in Terminal A are Samsung DE40C series. These monitors will be replaced under the awarded contract. All recently installed, new monitors in Terminal B are LG SM5KE series. The new monitors in Terminal B will remain in place. They include:
1. Term B Bag Claim
 - a. 43-inch LG commercial monitors are installed to display baggage information
 - b. 49-inch LG commercial displays are installed to display FIDS
 2. Term B Ticketing
 - a. 49-inch LG commercial monitors are installed to display FIDS
 - b. 43-inch LG commercial monitors are used for ticketing counter displays
 3. Term B Food Court
 - a. 43-inch LG commercial monitors are installed for FIDS
 4. Term B Concourse
 - a. 49-inch LG commercial monitors are installed to display FIDS, including both FIDS banks located in Term B
 5. Gates
 - a. 49-inch LG commercial monitors are installed to display gate information at each gate in Term B
- Question 10: Regarding RFCSP Exhibit 1-Functional & Technical Requirements, Item 2.10, is it the responsibility of the winning vendor to uninstall and dispose of the displays, DDCs, etc.?
- Response: See #5 in section A above.
- Question 11: What party is responsible for the physical installation of the new hardware?
- Response: See #5 in section A above.

Question 12: Can SAT provide quantity ranges for the hardware items to be quoted?

Response: Please reference the EVIDS schedule found on Sheet AV.8.0.01 of RFCSP Exhibit 2, EVID System Upgrade (Drawings).

Question 13: Can SAT provide a quantity range for each xIDS type for the initial phase?

Response: Please reference the EVIDS schedule found on Sheet AV.8.0.01 of RFCSP Exhibit 2, EVID System Upgrade (Drawings).

Question 14: Are all gates common use?

Response: No, all gates are not common use. At this time only four gates in Terminal A are common use gates. No gates in Terminal B have been converted to common use gates.

Jennifer Johnson

Jennifer Johnson

Procurement Administrator

Finance Department – Purchasing Division

EXHIBIT A TO ADDENDUM I

City of San Antonio Aviation Department
Electronic Visual Information Display System for the San Antonio International Airport RFCSP 6100013796; 21-047

Pre-Submittal Conference Sign-in Sheet

Date: June 11, 2021

Time: 1:00 p.m. Central Time

NAME (Print Legibly)	COMPANY	EMAIL ADDRESS	PHONE
Neil Braccini Account Manager	SITA	neil.braccini@sita.aero	(937)859-8236
Brian Harper Project Manager	Infax, Inc.	bharper@infax.com	(678)533-4032
Curtis Reid CEO	Terminal Systems International, Inc.	cr@terminalsystems.com	(306)934-6911
Craig Dickinson Transportation Sales	Daktronics	craig.dickinson@daktronics.com	(631)334-1472
Mark Mayfield VP - Transportation Division	Stratacache	mmayfield@stratacache.com	(937)224-0485
Daniel Granado Technical Sales	Collins Aerospace	daniel.granado@collins.com	+55 11 97552-6282
Sherron Goodenough Sales Director	Collins Aerospace	sherron.goodenough@collins.com	(410)575-3636
Stephen Blessing Director	Simpleway	sblessing@simpleway.cz	(720)326-9361
Gina Marie Paquette Business Dev. Director	Synect, LLC	GinaMarie.P@synectmedia.com	(602)684-6327
Arpit Malaviya CEO	ProDIGIQ, Inc.	arpit.malaviya@prodigiq.com	(818)879-0035
Tim Laughlin Principal	Art of Context	tlaughlin@artofcontext.com	
Colleen Hamilton Director	Art of Context	chamilton@artofcontext.com	

You are not required to provide your address, phone number or email address; however, doing so makes it easier to contact you regarding this solicitation if you have not yet registered in SAePS.

ALL INFORMATION PROVIDED BY YOU ON THIS FORM MAY BE POSTED ON THE CITY'S WEBSITE, OR OTHERWISE DISSEMINATED PUBLICLY. BY INCLUDING THE INFORMATION, YOU HEREBY AFFIRMATIVELY CONSENT TO THE RELEASE OF THE INFORMATION YOU PROVIDE.



ADDENDUM II

SUBJECT: Request for Competitive Sealed Proposal, Electronic Visual Information Display System, (RFCSP 21-047; 6100013796), Scheduled to Open: July 23, 2021. Date of Issue: May 28, 2021.


FROM: Jennifer Johnson
Procurement Administrator

DATE: July 14, 2021

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. II TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**A. THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY
AMENDED AS FOLLOWS:**

1. **Change:** Proposal due date is extended to **2:00 p.m. Central Time, on July 30, 2021.**



Jennifer Johnson
Procurement Administrator
Finance Department – Purchasing Division



ADDENDUM III

SUBJECT: Request for Competitive Sealed Proposal, Electronic Visual Information Display System, (RFCSP 21-047; 6100013796), Scheduled to Open: July 30, 2021. Date of Issue: May 28, 2021.

FROM: Jennifer Johnson
Procurement Administrator

DATE: June 15, 2021

THIS NOTICE SHALL SERVE AS ADDENDUM NO. III TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

QUESTIONS SUBMITTED IN ACCORDANCE WITH RFCSP SECTION 008, SUBMISSION OF PROPOSALS:

Below is a list of questions that were asked in accordance with RFCSP Restrictions on Communication. The City's official response to questions asked is as follows:

Question 1: It was mentioned on the pre bid call and in RFCSP Exhibit 1, Functional & Technical Requirements, that there is a desire to have more dynamic digital signage for wayfinding and further enhanced visual content for the airport. Are these types of products to be brought in on a separate solicitation or the awardee of this contract? If on a separate solicitation, is there any timeline when this would be made let?

Response: If funded during the term of this contract, City may add additional functionality to this system.

Question 2: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.02.A.1.a.3, is it possible to use the Windows server 2019 version?

Response: This is the current CoSA provided environment. Anything required beyond the existing provided environment is the responsibility of the Respondent to include in the proposal.

Question 3: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.02.A.1.a.3, is it possible to get 24 or 32 GB RAM?

Response: This is the current CoSA provided environment. Any beyond the existing provided environment is required to be provided by the Respondent.

Question 4: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.03.O.4, how is it expected to capture video from sources like camera or DVD player? Will it always be a digital video stream available on the network? Is it expected to interface by HDMI cable or similar?

Response: Future capability will be based on digital video stream available on the network.

- Question 5: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.03.Q, what functionality are you requiring for the mobile devices?
Response: Users must have the ability to make mobile updates to the EVIDS.
- Question 6: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.04.B.1, what activities are expected to be done on Common use workstations? Can you provide browser specifications used on these computers?
Response: Data share functionality between the two systems is required. Respondent shall address data integration between the Common Use platform and their proposed solution in the technical response.
- Question 7: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.04.B.4, can you specify Daktronics LEDs models? It is available to integrate with Daktronics DVS application?
Response: Daktronics Display - DVX-2851-15MN-6000- WC-HC-120x288- 230BR-LT-MR.
- Question 8: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.07.B.1, can you provide specifications of new DDCs (installed in 2019)?
Response: Devices are Infax Inc. (Current Vendor) BCIC media controllers - Infax BCIC (C9215R4-TL0-0B04C).
- Question 9: What is the start/end date for construction?
Response: See Section 009, Award of Contract and Reservation of Rights. The notice to proceed will be issued following contract award and approval of the City Council. Construction duration will be identified in Respondent's response to RFCSP Attachment A, Part Three, Proposed Plan #3, Project Management.
- Question 10: What is the estimated value for this project?
Response: Respondent shall submit the proposed price to implement their respective solution.
- Question 11: Are there union requirements for this project?
Response: No.
- Question 12: If the selected vendor has a contract in place with the CoSA, can this be considered as a starting point for the Master Agreement?
Response: No. The City seeks to contract with a vendor under the terms and conditions specified in the RFCSP and Respondents have the opportunity to price their proposals accordingly. This RFCSP and the recommended respondent's proposal will be the starting point for the agreement to be considered by City Council. See Section 009 Award of Contract and Reservation of Rights. City will require the selected Respondent(s) to execute a contract with the City, prior to City Council award, incorporating the terms and conditions of this RFCSP.
- Question 13: Is the City's preference for the Content Management System to be an on-premises or cloud-based solution?
Response: No preference.
- Question 14: Is the City's preference for the EVIDS player software to be Windows-based or LGwebOS based?
Response: No preference.

- Question 15: Does the City wish to replace all existing displays located in the airport/terminal?
Response: Please reference Section 004 Scope of Services, and the specifications to confirm what displays shall be replaced throughout the terminals.
- Question 16: Please specify the following display sizes:
a. DD-1-4-35 Monitor
b. DD-2-5-01 Monitor
c. DD-2-5-02 Monitor
d. DD-2-5-03 Monitor
e. DD-2-5-04 Monitor
Response: Please reference RFCSP Drawings section -- all display sizes are identified on RFCSP Drawings for each respective area.
- Question 17: Please specify the LG display models preferred for this deployment.
Response: Respondent shall determine the recommended LG display models as part of their proposal.
- Question 18: Does the City prefer to use digital signage players rather than LG displays with System on a Chip capability?
Response: No preference.
- Question 19: If the City prefers digital signage players, does the City wish to have a 1:1 player to display ratio?
Response: No preference.
- Question 20: Is there a Daktronics display/video wall used with the Cell Phone Lot integration? If so, what is the resolution of the Daktronics display/video wall?
Response: Yes, a Daktronics sign is installed at the cell lot and is managed by the existing MUFIDS system: Daktronics Display - DVX-2851-15MN-6000- WC-HC-120x288- 230BR-LT-MR
- Question 21: What are the City's preferred SLAs?
Response: The proposed SLA should be included in Respondent's proposal. See RFCSP Attachment A, Part Three, Proposed Plan, Item 10.
- Question 22: What vendor currently provides flight information data?
Response: Flight information data is provided by OAG. City owns the OAG flight data feed that is then used by the FIDS/MUFIDS vendor to display on the FIDs monitors.
- Question 23: Is the City interested in learning about integration capabilities beyond this scope of work?
Response: Please respond to the scope of services based on the functional and technical requirements identified in this RFCSP.
- Question 24: What challenges has the City met with its current digital signage deployment?
Response: City will discuss project planning details based on any previous implementation history with the selected Respondent.
- Question 25: Is the bid due date and time July 14, 2021 at 2:00 PM?
Response: No. Addendum II extended the due date to 2:00 p.m. Central Time on July 30, 2021.
- Question 26: Can the City provide a current plan holders list for the project?
Response: No. There is no plan holders list.

- Question 27: The pre-bid attendance list?
Response: See Exhibit A to Addendum I.
- Question 28: The budget estimate for the cost of construction?
Response: See response to Question #10.
- Question 29: Is there a set start date and amount for the project above?
Response: See response to Question #9 and Question #10.
- Question 30: Our Contracts department noticed there is a provision in the RFCSP that would strike any limitation of liability language. Can you please clarify?
Response: The City seeks to contract with a vendor under the terms and conditions specified in the RFCSP and Respondents have the opportunity to price their proposals accordingly.
- Question 31: Does the scope of the new MUFIDS only cover one terminal at SAT?
Response: No. Please reference Section 004 – Scope of Services.
- Question 32: Who is the current vendor that is supplying the MUFIDS for the other terminal?
Response: Infax Inc. provides MUFIDS to both Terminal A and B.
- Question 33: Would the City like the MUFIDS to expand to the other terminal in the future?
Response: MUFIDS to all terminals is a requirement in this RFCSP. Please reference RFCSP Section 004 Scope of Services.
- Question 34: RFCSP Section 004 Scope of Services states that “In addition to the CMS platform, CoSA is searching for one vendor who can provide content for the MUFIDS and all potential future deployments related to the CMS.” Would SAT like some content management capabilities or would SAT prefer that the content is entirely managed by the successful vendor? If SAT would like the content to be entirely vendor-managed, can SAT please elaborate on the extent of content creation and management this would involve?
Response: Please reference Section 004 Scope of Services, as well as RFCSP Attachment B - Requirements Matrix.
- Question 35: How many displays will the MUFIDS support at SAT?
Response: Please reference Section 004 Scope of Services, the Drawing set, as well as RFCSP Attachment B - Requirements Matrix.
- Question 36: Do any of the displays at SAT need to be replaced? If yes, who will be responsible for procuring the displays?
Response: Please reference Section 004 Scope of Services. Monitors currently installed in Terminal A shall be replaced under this RFCSP. Terminal B monitors are new and shall remain in place. It is the responsibility of the vendor to provide and replace the respective monitors identified.
- Question 37: Who is responsible for procuring the necessary hardware/equipment (mounts, thin clients, cables) for the MUFIDS installation at SAT?
Response: It will be the responsibility of the selected Respondent to procure necessary hardware/equipment for the MUFIDS installation at SAT. This RFCSP is intended to be a turn-key implementation.

- Question 38: As there is no mention of it in the bid document, would SAT like vendors to include a flight tracker with weather overlay in the proposal?
Response: Please reference Attachment B, Requirements Matrix.
- Question 39: As there is no mention of it in the bid document, would SAT like vendors to include FIDS integration with SAT's website in the proposal?
Response: Please reference Attachment B, Requirements Matrix.
- Question 40: What is SAT's timeline for awarding the contract?
Response: See response to Question #9.
- Question 41: When would SAT like to begin implementation? What is the desired timeline for completion of the system?
Response: See response to Question #9.
- Question 42: I noticed the Electronic Visual Information Display System for the San Antonio International Airport (RFCSP 6100013796; 21-047) has a VOSB component – what is the percentage?
Response: There is no percentage. The City desires to only track VOSB participation for this solicitation.
- Question 43: In order to be able to bid on this project, does Respondent have to meet all the requirements in the "General" category listed in RFCSP Attachment A, Part Four, Requirements Matrix?
Response: Not necessarily. The "General" requirements are preferred qualifications. Respondent has the option of responding "Yes" or "No" to each line and inserting comments to explain. A "No" response should include comments which explain rationale or alternatives.

Jennifer Johnson

Jennifer Johnson

Procurement Administrator

Finance Department – Purchasing Division



ADDENDUM IV

SUBJECT: Request for Competitive Sealed Proposal, Electronic Visual Information Display System, (RFCSP 21-047; 6100013796), Scheduled to Open: July 30, 2021. Date of Issue: May 28, 2021.

FROM: Jennifer Johnson
Procurement Administrator

DATE: July 23, 2021

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. IV TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY
AMENDED AS FOLLOWS:**

1. **Change:** Proposal due date is extended to **2:00 p.m. Central Time, on August 6, 2021.**

Jennifer Johnson

Jennifer Johnson
Procurement Administrator
Finance Department – Purchasing Division



ADDENDUM VI

SUBJECT: Request for Competitive Sealed Proposal, Electronic Visual Information Display System, (RFCSP 21-047; 6100013796), Scheduled to Open: August 6, 2021. Date of Issue: May 28, 2021.

FROM: Jennifer Johnson
Procurement Administrator

DATE: August 4, 2021

THIS NOTICE SHALL SERVE AS ADDENDUM NO. VI TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. **Change:** Proposal due date is extended to **2:00 p.m. Central Time, on August 18, 2021.**
2. **Add:** RFCSP Section 007 Proposal Requirements, the following requirement has been added:

PROPOSAL BOND. Submit Proposal Bond in the amount of \$10,000.00 along with the Associated Power-of-Attorney as specified in RFCSP Section 010 - Bonds. For electronic submissions, Respondent must provide the original Proposal Bond to the Finance Department, Purchasing Division at P.O. Box 839966, San Antonio, Texas 78283-3966 prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

3. **Add:** RFCSP Section 010 Bonds is added to read as follows:

Proposal Bonds:


Respondent must submit a Proposal Bond, in a form acceptable to City, made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of the Treasury's Listing of Approved Sureties (Dept. Circular 570) in the amount of \$10,000.00. The Proposal Bond shall be valid for 180 days following the deadline for submission of bids. The Proposal Bond must be accompanied by an original signed and notarized Power-of-Attorney bearing the seal of the issuing surety company and reflecting that the signatory to the bond is a designated Attorney-in-Fact. If Respondent is not selected, City will not collect on the bond, but will keep the original document pursuant to the Local Government Records Act and applicable retention schedule. Any proposals received without a Proposal Bond will be disqualified.

For electronic submissions, Respondent must provide the original Proposal Bond to the **Finance Department, Purchasing Division at P.O. Box 839966, San Antonio, Texas 78283-3966** prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent's electronic submission through the SAePS Portal.

Performance Bond.

If selected, Respondent shall provide a performance bond made payable to the City of San Antonio, executed by a corporate surety acceptable to City who is licensed pursuant to the Texas Insurance Code and listed on the United States Department of Treasury's Listing of Approved Sureties (Dept. Circular 570). The initial Performance Bond shall be in the amount equal to the total cost of the implementation and the estimated contract price for the first full year of service. Subsequent Performance Bonds shall be in the full amount of the estimated contract price for each year. Said bond must be in the form acceptable to the City. Said bond shall further provide that the surety shall indemnify the obligee for all damages or losses resulting from the principal's default. Said bond shall further guarantee the principal's performance of all terms and obligations under this contract. Said bond must have attached thereto a Power of Attorney as evidence of the authority of the person executing the bond to bind the surety. This bond must be furnished in compliance with the statutory requirements of the Texas Government Code, chapter 2253. This bond must be executed and delivered to City prior to commencement of work under this contract.

4. **Change:** RFCSP Attachment F, Proposal Checklist is deleted in its entirety and replaced with RFCSP Attachment F – Revised, attached to this Addendum VI.


Jennifer Johnson
Procurement Administrator
Finance Department – Purchasing Division

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature

PROPOSAL CHECKLIST - REVISED

Use this checklist to ensure that all required documents have been included in the proposal and appear in the correct order

Document	Initial to Indicate Document is Attached to Proposal
Executive Summary	
Table of Contents	
General Information Form RFCSP Attachment A, Part One	
Experience, Background and Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Requirements Matrix RFCSP Attachment A, Part Four	
IoT Security Assessment Questionnaire RFCSP Attachment A, Part Five	
Price Schedule RFCSP Attachment B	
*Contracts Disclosure Form	
Litigation Disclosure Form RFCSP Attachment C	
*Veteran-Owned Small Business Preference Program Tracking Form RFCSP Attachment D	
*Proposal Bond and Associated Power-of-Attorney	
*Certificate of Interested Parties (Form 1295)	
Proof of Insurability Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
*Signature Page RFCSP Attachment E	
Proposal Checklist RFCSP Attachment F	
One COMPLETE ELECTRONIC COPY	



ADDENDUM VII

SUBJECT: Request for Competitive Sealed Proposal, Electronic Visual Information Display System, (RFCSP 21-047; 6100013796), Scheduled to Open: August 18, 2021. Date of Issue: May 28, 2021.

FROM: Jennifer Johnson
Procurement Administrator

DATE: August 11, 2021

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. VII TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**A. THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY
AMENDED AS FOLLOWS:**

1. **Change:** Proposal due date is extended to **2:00 p.m. Central Time, on August 27, 2021.**
2. **Change:** RFCSP Section 007 Proposal Requirements, Proposal Bond, is revised to read as follows:

PROPOSAL BOND. Submit Proposal Bond in the amount of \$10,000.00 along with the Associated Power-of-Attorney as specified in RFCSP Section 010 - Bonds. For electronic submissions, Respondent must provide the original Proposal Bond in a package clearly marked with “**Electronic Visual Information Display System RFCSP 21-047; 6100013796**” on the front of the package to:

**Finance Department, Purchasing Division
Electronic Visual Information Display System RFCSP 21-047; 6100013796
P.O. Box 839966
San Antonio, Texas 78283-3966**

- OR -

**Finance Department, Purchasing Division
Electronic Visual Information Display System RFCSP 21-047; 6100013796
100 West Houston Street
San Antonio, TX 78205**

prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent’s electronic submission through the SAePS Portal.

3. **Change:** RFCSP Section 010 Bonds, Proposal Bonds, second paragraph, is revised to read as follows:


For electronic submissions, Respondent must provide the original Proposal Bond in a package clearly marked with “**Electronic Visual Information Display System RFCSP 21-047; 6100013796**” on the front of the package to:

**Finance Department, Purchasing Division
Electronic Visual Information Display System RFCSP 21-047; 6100013796
P.O. Box 839966
San Antonio, Texas 78283-3966**

- OR -

**Finance Department, Purchasing Division
Electronic Visual Information Display System RFCSP 21-047; 6100013796
100 West Houston Street
San Antonio, TX 78205**

prior to bid opening. Respondent shall include a copy of the Proposal Bond with the Respondent’s electronic submission through the SAePS Portal.



Jennifer Johnson
Procurement Administrator
Finance Department – Purchasing Division



ADDENDUM V

SUBJECT: Request for Competitive Sealed Proposal, Electronic Visual Information Display System, (RFCSP 21-047; 6100013796), Scheduled to Open: August 6, 2021. Date of Issue: May 28, 2021.

FROM: Jennifer Johnson
Procurement Administrator

DATE: July 30, 2021

THIS NOTICE SHALL SERVE AS ADDENDUM NO. V TO THE ABOVE REFERENCED REQUEST FOR COMPETITIVE SEALED PROPOSALS

A. THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY AMENDED AS FOLLOWS:

1. **Change:** RFCSP Attachment B, Pricing Schedule, is deleted in its entirety and replaced with RFCSP Attachment B, Pricing Schedule – Revised, attached to this Addendum V.
2. **Change:** RFCSP Section 003 Background, Preferred Qualifications, third bullet is revised to read as follows:
"• be registered with the Texas Secretary of State to do business in Texas."
3. **Change:** RFCSP Attachment A, Part Three, Proposed Plan, Item 1.a., is revised to read as follows:
"1. Requirements Matrix
a. Complete the Requirements Matrix (attached as separate document)"
4. **Change:** RFCSP Exhibit 2, EVID System Upgrade (Drawings), Sheet AV.2.2.04, is replaced with RFCSP Exhibit 2, EVID System Upgrade (Drawings), SHEET AV.2.2.04 REPLACEMENT, attached to this Addendum V.
5. **Change:** RFCSP Exhibit 2-EVID System Upgrade (Drawings), Sheet AV.8.0.01, is replaced with RFCSP Exhibit 2-EVID System Upgrade (Drawings), SHEET AV.8.0.01 REPLACEMENT, attached to this Addendum V.

B. QUESTIONS SUBMITTED IN ACCORDANCE WITH RFCSP SECTION 008, SUBMISSION OF PROPOSALS:

Below is a list of questions that were asked in accordance with RFCSP Restrictions on Communication. The City's official response to questions asked is as follows:

Question 1: RFCSP Exhibit 2, EVID System Upgrade (Drawings), sheet AV.2.1.04, can you specify the size for the Delta BSO DD-1-4-35? It is listed as TBD on the monitor installation schedule.

Response: 43"

- Question 2: RFCSP Exhibit 2, EVID System Upgrade (Drawings), sheet AV.2.2.05, the device locations for DD-2-501 thru Dd-2-5-04 show a TBD next to the size. Can you clarify the correct size?
- Response: 49”
- Question 3: RFCSP Exhibit 2, EVID System Upgrade (Drawings), sheet AV.2.1.04, devices DD-1-4-11 is listed as a 43” monitor, but a 70” monitor was pointed out on the walk thru. Which size is accurate?
- Response: 65”
- Question 4: RFCSP Exhibit 2, EVID System Upgrade (Drawings), sheet AV.2.2.01, devices DD-2-1-03 thru DD-2-1-06, the FIDS monitors are listed as 43” monitors on the installation schedule, but during the walk thru 49”s were shown. Which one needs to be quoted?
- Response: 43”
- Question 5: RFCSP Exhibit 2, EVID System Upgrade (Drawings), sheet AV.2.2.02, devices DD-2-2-03 thru DD-2-1-06, the FIDS monitors are listed as 43” monitors on the installation schedule, but during the walk thru 49”s were shown. Which one needs to be quoted?
- Response: 43”
- Question 6: RFCSP Exhibit 2, EVID System Upgrade (Drawings), sheet AV.2.2.03, devices DD-2-3-08 thru DD-2-3-11, the FIDS monitors are listed as 43” monitors on the installation schedule, but during the walk thru 49”s were shown. Which one needs to be quoted?
- Response: 43”
- Question 7: RFCSP Exhibit 2, EVID System Upgrade (Drawings), sheet AV.2.2.05, devices DD-2-5-05 thru DD-2-5-08, the FIDS monitors are listed as 43” monitors on the installation schedule, but during the walk thru 49”s were shown. Which one needs to be quoted?
- Response: 43”
- Question 8: RFCSP Exhibit 2, EVID System Upgrade (Drawings), sheet AV.2.2.06, devices DD-2—6-02 thru DD-2-6-05, the FIDS monitors are listed as 43” monitors on the installation schedule, but during the walk thru 49”s were shown. Which one needs to be quoted?
- Response: 43”
- Question 9: Does the monitor above the escalator entering Terminal A Baggage Claim need to be replaced? If so, what size? This monitor was pointed out on the walk thru but is not on the prints or the monitor installation schedule.
- Response: Yes, this is indicated in the plans as DD-2-4-31 on Sheet AV.2.2.04 and is a 55”.
- Question 10: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.02.A.1, customer-provided VMare environment, Windows server 2016 and SQL 2016 are specifically mentioned. Can your virtual environment support Server 2019?
- Response: Windows Server 2019 version is the current CoSA provided environment. Anything required beyond the existing provided environment is the responsibility of the Respondent to include in the proposal. Also see response to Question #2 in Addendum III.
- Question 11: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.07.B.1 and RFCSP Exhibit 2, EVID System Upgrade (Drawings), existing DDCs-Terminals A and B, the SAIA recommendation in RFCSP Exhibit 1 is to reuse the Terminal B DDCs and Displays as much as possible. Would SAIA please address the following?
- a. What is the condition of the DDCs mentioned in the drawings as “replace as required”? Are these the units SAIA is recommending to reuse?

- b. What is the existing OS license? If not Windows 10 Pro, will SAIA require such licenses?
- c. Will SAIA be responsible for parts/unit replacement in case of a hardware failure?
- d. In case units fail during the deployment of the new EVIDS, is it correct to assume SAIA will provide a replacement of those units by equivalent models?
- e. Will the same principle and assumptions above apply to the display and display mountings that are stated for the provider to “keep” or “replace as required”?

Response: Clarification – SAIA’s *preference* is to retain the DDCs as they were installed in 2020.

- a. They were installed as new in 2020 and are all functioning properly as of this addendum release.
- b. Windows 10 Pro.
- c. Yes, provided it is not due to Contractor negligence.
- d. Yes.
- e. Yes, provided it is not due to Contractor negligence.

Question 12: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.04, Software Functional Requirements, Integration, would SAIA please clarify the following about the integration between EVIDS and Queue Wait Time Management?

- a. What is the data flow expected (one-way/two-way integration)?
- b. What data/info is expected to be exchanged between the two systems?
- c. What is the protocol and interface type expected for this integration?
- d. What displays will be involved with this integration and what is expected to be displayed on those monitors?
- e. What areas besides security checkpoints are expected to be involved with this integration?
- f. How often will the data be updated?
- g. What connectivity is expected between the systems if not the SAIA LAN?
- h. How does SAIA intend to secure the connectivity between the two systems/networks?

Response:

- a. One way.
- b. TSA Checkpoint wait times.
- c. Unknown at this time.
- d. All displays.
- e. The information must be capable of being shown on any display.
- f. As available.
- g. SAIA LAN.
- h. Proposer to include approach in response.

Question 13: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.04, Software Functional Requirements, Integration, would SAIA please clarify the following about the integration between EVIDS and Public Address (IED):

- a. What is the data flow expected (one-way/two-way integration)?
- b. What data/info is expected to be exchanged between the two systems?
- c. What is the protocol and interface type expected for this integration?
- d. What displays will be involved with this integration and what is expected to be displayed on those monitors?
- e. What areas of the airport are expected to be involved with this integration?
- f. How often will the data be updated?
- g. What connectivity is expected between the systems if not the SAIA LAN?
- h. How does SAIA intend to secure the connectivity between the two systems/network?

Response:

- a. Two-way.
- b. Visual/audio paging.
- c. MSMQ to IED; UDP from IED.
- d. All displays, visual paging.

- e. All areas with a display.
- f. Upon availability of new data.
- g. SAIA LAN.
- h. Proposer to include approach in response.

Question 14: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.04, Software Functional Requirements, Integration, would SAIA please clarify the following about the integration between EVIDS and Cell Phone Lot (Daktronics):

- a. What is the data flow expected (one-way/two-way integration)?
- b. What data/info is expected to be exchanged between the two systems?
- c. What is the protocol and interface type expected for this integration?
- d. What displays will be involved with this integration and what is expected to be displayed on those monitors?
- e. What areas of the airport are expected to be involved with this integration?
- f. How often will the data be updated?
- g. What connectivity is expected between the systems if not the SAIA LAN?
- h. How does SAIA intend to secure the connectivity between the two systems/network?

Response:

- a. One-way.
- b. Flight information to be displayed on the cell phone lot display.
- c. TCP.
- d. One (1) large factor outdoor LED display at the cell phone lot.
- e. One location: The cell phone lot.
- f. Data is expected to be updated in the same fashion as all other FIDS in the facility.
- g. It will be on the SAIA LAN.
- h. Proposer to include approach in response.

Question 15: RFCSP Section 014, General Terms and Conditions, Warranty, is the following language negotiable? Or does exception to this language result in automatic disqualification? REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

Response: The City seeks to contract with a vendor under the terms and conditions specified in the RFCSP and Respondents have the opportunity to price their proposals accordingly. Also see response to Question 30 in Addendum III.

Question 16: Will SAIA grant a one-week extension on the proposal due date (to 7/30/2021)? This will allow respondents to provide updated proposals that meet SAIA's needs.

Response: Addendum II extended proposal due date to July 30, 2021. Addendum IV extended the proposal due date to August 6, 2021.

Question 17: RFCSP Section 003 Background, Preferred Qualifications, third bullet, what license are you referring to "Licensed in the State of Texas" as Texas does not require too many licenses to work in Texas?

Response: See Item #2 in Section A of this Addendum V.

Question 18: I do not see a bond requirement due at time of proposal submittal – is this correct?

Response: Yes. There is no Proposal Bond requirement.

- Question 19: I do not see any insurance required at time of proposal submittal – is that correct?
Response: As part of their proposal, all Respondents are required to submit Proof of Insurability as described in RFCSP Section 007, Proposal Requirements. Insurance requirements to be met by the selected Respondent, upon award, are stated in RFCSP Section 013 Supplemental Terms & Conditions, Insurance. Respondent shall also submit a copy of their current insurance certificate. See also Section 013 – Supplemental Terms & Conditions, Insurance: Respondent is required to furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City prior to the commencement of any work under this Agreement.
- Question 20: Where would I find the Traceability Matrix?
Response: See Item #2 in Section A to this Addendum V. Requirements Traceability Matrix has been changed to Requirements Matrix. RFCSP Attachment A, Part Four – Requirements Matrix is attached to RFX 6100013796 in SAePS.
- Question 21: RFCSP Attachment A, Part Three, Proposed Plan, Item 11.a., references a pre-production and production environment. Are both required? If so, please provide additional details about the requirements for a pre-production lab (i.e. how many displays, what types?).
Response: No. The vendor shall include in their response a proposal of how updates to the software will be performed while minimizing impact to operations.
- Question 22: RFCSP Exhibit 1, Functional & Technical Requirements, Item C.1., please describe the Southwest interface at SAIA in as much detail as possible. Is it an http or similar connection, or is it a hardware-based interface using one or more Lantronix (or similar) serial device?
Response: Hardware based – Lantronix UDS100.
- Question 23: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.04.B.1., please provide details about the Collins Aerospace system. Specifically,
a. what are the interface capabilities that Collins can provide? (API? HTTP? XML, Etc.?) and
b. what is the use case for the interface?
Response:
a. Interface capabilities are unknown at this time.
b. This interface requirement is related to a “Common Use” use case at common use ticketing counters. Common Use monitors must display the respective airline.
- Question 24: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.04.B.2., please provide details about the Infax Queue Measurement system. Specifically, what are the interface capabilities that Infax can provide? (API? HTTP? XML, Etc.?).
Response: Unknown at this time. Also see response to Question 12c above.
- Question 25: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.04.B.4., please provide details about the Daktroics cell phone lot display, specifically what is the video interface?
Response: TCP. Also see response to Question 14 above.
- Question 26: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.04.B.4., please describe functionality of the cell lot display. For example, does it have a countdown timer or rules/triggers that govern when flights or messages are posted and removed? Also, what fields of data being displayed?
Response: The respondent will include a proposed solution to use the existing cell lot display for flight information. Included within the proposal should be cost to review and determine business rules with the Owner.

- Question 27: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.04.D., please confirm that the mass notification system described in this section does not yet exist, therefore does not require an interface at this time.
- Response: Mass notification is in existence. It is provided by Everbridge and is required to interface as part of this project.
- Question 28: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.10, is it acceptable to turn over existing displays, DDCs and related electronics to the airport for disposal upon decommissioning?
- Response: It is required to turn over the existing equipment to the airport for disposal.
- Question 29: RFCSP Exhibit 1, Functional & Technical Requirements, Item 3.08.C.1., states "Assume a maintenance period of 1 year to start at the same time as the warranty period." and RFCSP Section 013 Supplemental Terms & Conditions, states that the contract will terminate after 5 years. Please conform the desired terms for Warranty, Maintenance and Support.
- Response: A warranty period of 1 year is to be included as part of the base bid. Base bid maintenance and support for years 2 through 5, as well as optional years 6 and 7, are to be included as part of the response.
- Question 30: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.07.A.2.b., please provide the age and specifications of the existing displays in terminal which are to be reused including, manufacturer, model, native resolution, video inputs. etc.
- Response: 2020 installation – LGSM5KE
- Question 31: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.07.B.1., please provide the specifications for the existing DDCs in terminal B including OS, processor, graphics, RAM, storage, video output, etc.
- Response: Controller: nowmicro DMPN-7i3; Model 250N. Processor: Intel Core i5-7300U 2.6-3.5GHz Dual Core. OS: Windows 10 Pro/Windows 10 IoT Enterprise. Graphics: Intel HD 620. Monitors Supported: 1 or 2. Connectivity: Gigabit LAN (Wi-Fi Optional) Audio: Up to 7.1 Surround Sound audio via HDMI.
- Question 32: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.07.B.4., requirement reads, "Video output that supports no less than 3840x2160 resolution, Dual outputs (HDMI or Display Port)". Please confirm that new DDCs shall be dual video ports, both of which support ultra-high definition (UHD).
- Response: Single video port supporting UHD is acceptable.
- Question 33: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.07.B.4., requirement reads, "DDC architecture will be a 1:1 ratio of DDC: monitor location." To clarify the meaning of "monitor location", is a bank of 6 FIDS displays one monitor location or 6 monitor locations?
- Response: 6 monitor locations (i.e... 6 monitors in that specific facility location)
- Question 34: Please provide specifications (manufacturer, model, OS, etc.) for the three Tugman Input Devices that will be reused.
- Response: Unknown at this time.
- Question 35: Does the airport intend to provide all required Windows Server and SQL database licenses?
- Response: Yes

- Question 36: Please confirm that the Pricing Evaluation Form will not be subject to future FOIA-related requests.
Response: See Section 008 – Submission of Proposals, Confidential or Proprietary Information: Any information deemed to be confidential by Respondent 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 Respondent may not be considered confidential under Texas law, or pursuant to a Court order..
- Question 37: RFCSP Exhibit 2, EVID System Upgrade (Drawings), sheet AV.8.0.01, Monitor Schedule Monitor size TBD: Have the sizes of monitors DD-1-4-35, DD-2-5-01 through DD-1-5-04 been determined?
Response: Yes, and this is addressed in Addendum IV drawing updates.
- Question 38: RFCSP Exhibit 2, EVID System Upgrade (Drawings), sheets AV.2.2.04 and AV.8.0.01, both drawings list two monitors labeled DD-2-4-06. Should there be one monitor labeled DD-2-4-06 or should there be one monitor each for the two locations labeled DD-2-4-06?
Response: One monitor each for the two locations.
- Question 39: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.03, is this intended for Smartphone sized devices or Tablet devices? In general, what is the use case for the mobile client or type or data what will be input in this way?
Response: Smartphones and tablets are desirable. Flight updates are a minimum. Respondent’s proposal shall include all mobile capabilities.
- Question 40: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.04, what reporting software is currently utilized by SAIA? Examples include Microsoft SSRS and Microsoft Power BI.
Response: Microsoft Power BI
- Question 41: RFCSP Attachment A, Part Three, Item 1.a., is there a separate document for the Traceability Matrix? Or is it the same as the Requirements Matrix?
Response: See Item #2 in Section A to this Addendum V. “Requirements Traceability Matrix” has been changed to “Requirements Matrix”.
- Question 42: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.04.B.1., integrate with the following existing systems – Common Use (Collins): What is the desired outcome of integration with the Collins Common Use system?
Response: Displaying airline information on respective Common Use ticketing counter and Common Use gate monitors.
- Question 43: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.04.B.2., integrate with the following existing systems – Queue Wait Time Management - Infax: What is the desired outcome of integration with the Queue Wait Time Management – Infax?
Response: The ability to display wait times on any monitor within this project and future deployments of new monitors.
- Question 44: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.02.A.1., CoSA is providing the virtual environment: Will CoSA be providing all third-party software for the virtual environment?
Response: Correct
- Question 45: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.02.A.1., CoSA is providing the switches: Is CoSA providing all of the network infrastructure?
Response: Correct

Question 46: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.07.B.1. states to reuse the DDCs in [Terminal] B.
RFCSP Exhibit 2, EVID System Upgrade (Drawings), sheet AC.2.2.08 states to replace the [Terminal B] DDCs.

a. Should DDCs be reused in Terminal B as the specification in RFCSP Exhibit 1 states [OR] replaced as RFCSP Exhibit 2 (Drawings) state?

Response: Vendor's question indicates incomplete understanding of what City is requesting. For clarification, CoSA offers the following for vendor's review:

- RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.07.B.1. states, with respect to Terminal B, "...preference of CoSA is to reuse these devices."
- RFCSP Exhibit 2, EVID System Upgrade (Drawings), sheet AC.2.2.08 more specifically states "...to reuse the DDCs in Terminal B ***as required.***"

CoSA's Response to Question 46a is: If vendor's proposed system is compatible with the existing Terminal B DDCs, then there is no requirement to replace it.

Question 47: For any DDCs to be reused, what are the specifications for the devices?

Response: Please see response to Question 31 above. Nowmicro DDC controller DMPN-7i5: Model 250N

Question 48: With the pricing for the solution being directly associated with the answers to the proposed questions, and anticipating the number of potential questions, would SAT allow an extension of an additional week to the proposal deadline?

Response: RFCSP Addendum II extended the proposal due date to July 30, 2021. Addendum IV extended the proposal due date to August 6, 2021.

Question 49: RFCSP Exhibit 1, Functional & Technical Requirements, Item 2.07.B., Display Device Controllers (DDC), if our system supports using one DDC player to drive two monitors, may we propose this as a cost saving measure in some areas?

Response: This solution is not desired at this time.



Jennifer Johnson
Procurement Administrator
Finance Department – Purchasing Division

Date _____

Company Name _____

Address _____

City/State/Zip Code _____

Signature

RFCSP ATTACHMENT B
PRICE SCHEDULE - REVISED

(Posted as a separate document)

RFCSP EXHIBIT 2
EVID SYSTEM UPGRADE (DRAWINGS)
SHEET AV.2.2.04 REPLACEMENT

(Attached a separate document)

RFCSP EXHIBIT 2
EVID SYSTEM UPGRADE (DRAWINGS)
SHEET AV.8.0.01 REPLACEMENT

(Attached a separate document)



ADDENDUM VIII

SUBJECT: Request for Competitive Sealed Proposal, Electronic Visual Information Display System, (RFCSP 21-047; 6100013796), Scheduled to Open: August 27, 2021. Date of Issue: May 28, 2021.

FROM: Jennifer Johnson
Procurement Administrator

DATE: August 25, 2021

**THIS NOTICE SHALL SERVE AS ADDENDUM NO. VIII TO THE ABOVE REFERENCED
REQUEST FOR COMPETITIVE SEALED PROPOSALS**

**A. THE ABOVE MENTIONED REQUEST FOR COMPETITIVE SEALED PROPOSALS IS HEREBY
AMENDED AS FOLLOWS:**

2. **Change:** RFCSP Section 014-General Terms & Conditions, Payment by City, last paragraph is revised to read as follows:

“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.”

3. **Change:** RFCSP Section 014-General Terms & Conditions, Prohibition on Contracts with Companies Boycotting Israel, is hereby deleted in its entirety and amended to read as below:

“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.

In accordance with SB 13, effective September 1, 2021, 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.

In accordance with SB 19, effective September 1, 2021, 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."



Jennifer Johnson

Procurement Administrator

Finance Department – Purchasing Division



City of San Antonio
ELECTRONIC VISUAL INFORMATION DISPLAY SYSTEM (EVIDS)
Attachment B - Pricing - Revised



Instructions

Insert Respondent Name

Please refer to RFCSP Scope of Work and Attachment B - Requirements for details describing the services and scope of the system implementation services, system ongoing maintenance and operations (M&O) support services, to be provided and priced in accordance with this Cost Workbook.

1.	This Cost Workbook contains multiple worksheets designed to provide a robust understanding of the costing models used by the Respondent. Use of this Cost Workbook is critical to Proposal evaluation, and it is essential that the Respondent use this form in preparing pricing response to this RFCSP .
2.	This Cost Workbook shall be completed and uploaded as a separate document as per the RFCSP instructions.
3.	Each worksheet is designed to elicit specific pricing information related to the requirements of this RFCSP.
4.	Please note that the Respondent's response to this Cost Workbook will not be considered as an actual commitment to perform the project, but WILL BE considered the costing model and pricing structure commitment if the Respondent is the selected Respondent.
5.	For each deliverable in the Pricing Sheet, assign a fixed priced cost for accomplishing that deliverable. Additional deliverable line items may be added as appropriate to satisfy the solicitation requirements. Respondents may modify the table as needed to include all relevant information regarding deliverable price.
6.	City of San Antonio SAAS reserves the right to procure a subset of the items listed in the pricing sheet based on its own discretion.
7.	All proposed costs shall be inclusive of all Vendor's costs including, but not limited to, staffing, administrative overhead, travel, lodging, and any other expenses that may be incurred by the Vendor. The City of San Antonio will not separately reimburse the Vendor for any expenses beyond what the Vendor includes in their pricing proposal.
8.	Vendor shall provide fixed price deliverables-based pricing for all implementation and training deliverables, inclusive of all expenses as described in #7.
9.	Vendor shall provide labor rates that is inclusive of all expenses as described in #7.
10.	Vendor may not remove any existing rows from the cost worksheets. Contents in existing rows may not be modified except for the purposes to update quantity and cost information. Vendors are permitted to insert new rows to identify additional deliverables, quantity, and pricing related information into cost worksheets as appropriate to itemize proposed deliverables.
11.	Vendors are responsible to verify that formula calculations for all cost worksheets (including the Pricing Summary tab) are correct and accurately reflects the vendor's proposed costs.



City of San Antonio
 ELECTRONIC VISUAL INFORMATION DISPLAY SYSTEM (EVIDS)
Attachment B - Pricing - BAFO



Insert Respondent Name

Item	Description	Price
Base Pricing Summary - Public Address System		
Cost Summary Line Items		
		\$ 363,922
1	Hardware and Software Costs Subtotal	\$ 297,072
2	Implementation Costs Subtotal	\$ 63,250
3	Training Costs Subtotal	\$ 3,600
Recurring Cost Summary (7 years)		
4	Software Licensing Costs Subtotal	\$ -
5	System Support Costs Subtotal	\$ 143,223
		Total Solution Costs (7 yrs)
		\$ 507,145
6	Unit Pricing Subtotal	\$ 10,632



City of San Antonio
ELECTRONIC VISUAL INFORMATION DISPLAY SYSTEM (EVIDS)
Attachment B - Pricing - BAFO



Insert Respondent Name

Item	Description	Quantity	Unit Price	Price
Base Hardware and Software Costs				
Software Costs				
1	Digital Media Software Configuration	122	\$ 200	\$ 24,400
2	VM Server Application Software Configuration	1	\$ 1,500	\$ 1,500
3	Software Page Graphic Design	1	\$ 7,500	\$ 7,500
4	<insert additional lines as necessary>	1	\$ -	\$ -
5	<insert additional lines as necessary>	1	\$ -	\$ -
	<insert additional lines as necessary>	1	\$ -	\$ -
Software Costs Subtotal				\$ 33,400
Hardware Costs				
6	Digital i3 Media Players	122	\$ 678	\$ 82,716
7	43-inch Monitors	74	\$ 935	\$ 69,190
8	49-inch Monitors	14	\$ 1,122	\$ 15,708
9	55-inch Monitors	6	\$ 1,507	\$ 9,042
10	65-inch Monitors	34	\$ 1,816	\$ 61,744
11	43-inch Monitor Mounting Bracket	24	\$ 94	\$ 2,256
12	49-inch Monitor Mounting Bracket	4	\$ 94	\$ 376
13	55-inch Monitor Mounting Bracket	1	\$ 94	\$ 94
14	65-inch Monitor Mounting Bracket	31	\$ 118	\$ 3,658
15	Tugman Input Devices	6	\$ 2,471	\$ 14,826
16	EVIDS Workstation	2	\$ 1,294	\$ 2,588
17	HDMI Cables - 3 ft.	122	\$ 6	\$ 732
18	Monitor Corner Pads	53	\$ 14	\$ 742
19	<insert additional lines as necessary>	1	\$ -	\$ -
20	<insert additional lines as necessary>	1	\$ -	\$ -
21	<insert additional lines as necessary>	1	\$ -	\$ -
22	<insert additional lines as necessary>	1	\$ -	\$ -
23	<insert additional lines as necessary>	1	\$ -	\$ -
24	<insert additional lines as necessary>	1	\$ -	\$ -
25	<insert additional lines as necessary>	1	\$ -	\$ -
26	<insert additional lines as necessary>	1	\$ -	\$ -
27	<insert additional lines as necessary>	1	\$ -	\$ -
28	<insert additional lines as necessary>	1	\$ -	\$ -
29	<insert additional lines as necessary>	1	\$ -	\$ -
30	<insert additional lines as necessary>	1	\$ -	\$ -
31	<insert additional lines as necessary>	1	\$ -	\$ -
Hardware Costs Subtotal				\$ 263,672

Hardware and Software Costs Subtotal	\$ 297,072
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City of San Antonio
ELECTRONIC VISUAL INFORMATION DISPLAY SYSTEM (EVIDS)
Attachment B - Pricing - BAFO



Insert Respondent Name

Item	Description	Quantity	Unit Price	Price
Base Implementation Services (include all services related to the installation, configuration and customization of the software)				
Project Initiation				
1	Project Kickoff and Site Survey	1	\$ 10,500	\$ 10,500
2	<insert additional lines as necessary>	1	\$ -	\$ -
3	<insert additional lines as necessary>	1	\$ -	\$ -
4	<insert additional lines as necessary>	1	\$ -	\$ -
5	<insert additional lines as necessary>	1	\$ -	\$ -
	<insert additional lines as necessary>	1	\$ -	\$ -

Project Initiation Subtotal	\$ 10,500
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Project Execution Milestone				
6	43-inch Monitor Installation	72	\$ 250	\$ 18,000
7	49-inch Monitor Installation	12	\$ 250	\$ 3,000
8	55-inch Monitor Installation	4	\$ 300	\$ 1,200
9	65-inch Monitor Installation	29	\$ 350	\$ 10,150
10	Tugman Input Installation	6	\$ 400	\$ 2,400
11	Digital Media Player Installation	120	\$ 150	\$ 18,000
12	<insert additional lines as necessary>	1	\$ -	\$ -
13	<insert additional lines as necessary>	1	\$ -	\$ -
14	<insert additional lines as necessary>	1	\$ -	\$ -
15	<insert additional lines as necessary>	1	\$ -	\$ -
16	<insert additional lines as necessary>	1	\$ -	\$ -
17	<insert additional lines as necessary>	1	\$ -	\$ -
18	<insert additional lines as necessary>	1	\$ -	\$ -
19	<insert additional lines as necessary>	1	\$ -	\$ -
20	<insert additional lines as necessary>	1	\$ -	\$ -
21	<insert additional lines as necessary>	1	\$ -	\$ -
22	<insert additional lines as necessary>	1	\$ -	\$ -
23	<insert additional lines as necessary>	1	\$ -	\$ -
24	<insert additional lines as necessary>	1	\$ -	\$ -
25	<insert additional lines as necessary>	1	\$ -	\$ -
26	<insert additional lines as necessary>	1	\$ -	\$ -
27	<insert additional lines as necessary>	1	\$ -	\$ -
28	<insert additional lines as necessary>	1	\$ -	\$ -
29	<insert additional lines as necessary>	1	\$ -	\$ -
30	<insert additional lines as necessary>	1	\$ -	\$ -
31	<insert additional lines as necessary>	1	\$ -	\$ -

Project Execution Subtotal	\$ 52,750
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Implementation Costs Subtotal	\$ 63,250
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City of San Antonio
 ELECTRONIC VISUAL INFORMATION DISPLAY SYSTEM (EVIDS)
Attachment B - Pricing - BAFO



Insert Respondent Name

Item	Description	Quantity	Unit Price	Price
Base Training				
	Training Costs	(use '1' for unlimited users)		
1	User Training	1	\$ 1,200	\$ 1,200
2	System Administrator Training	1	\$ 2,400	\$ 2,400
3			\$ -	\$ -
4			\$ -	\$ -
5			\$ -	\$ -
Training Costs Subtotal			\$	3,600



City of San Antonio
ELECTRONIC VISUAL INFORMATION DISPLAY SYSTEM (EVIDS)
Attachment B - Pricing - BAFO



Insert Respondent Name

Item	Description	Initial Years					Optional Year	Optional Year	7 Year Total
		1*	2	3	4	5	6	7	
Base Software Licensing Costs									
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1	CMS								\$0.00
2	MUFIDS								\$0.00
3									\$0.00
4									\$0.00
5									\$0.00

Software Licensing 7 Year Costs Subtotal

\$0.00

*Year 1 begins after system implementation.



City of San Antonio
ELECTRONIC VISUAL INFORMATION DISPLAY SYSTEM (EVIDS)
Attachment B - Pricing - BAFO



Insert Respondent Name

Item	Description	Initial Years					Optional Year	Optional Year	7 Year Total
		1*	2	3	4	5	6	7	
Base System Support Costs									
	Electronic Visual Information Display System Support Costs	\$18,000.00	\$18,900.00	\$19,845.00	\$20,838.00	\$21,880.00	\$21,880.00	\$21,880.00	\$143,223.00
1	Level 1								\$0.00
2	Level 2								\$0.00
3	Level 3								\$0.00

System Support Annual Costs Subtotals	\$18,000.00	\$18,900.00	\$19,845.00	\$20,838.00	\$21,880.00	\$21,880.00	\$21,880.00	\$21,880.00	\$143,223.00
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System Support 7 Year Costs Subtotal	\$143,223.00
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*Year 1 begins after system implementation.



Unit Pricing - Best and Final Offer (BAFO)
Attachment B - Pricing - BAFO
RFCSP Electronic Visual Information Display System (EVIDS)
(21-047, 6100013796)



Respondent Name:

Item	Description	Quantity	Unit Price
Unit Pricing - To be maintained throughout the duration of contract			
	Description		
1	43" Monitor	1	\$ 908
2	49" Monitor	1	\$ 1,022
3	65" Monitor	1	\$ 1,703
4	Display Device Controller (configured for MUFIDS deployment)	1	\$ 678
5	Viewing License	1	\$ 150
6	Tugman Input Controller	1	\$ 2,471
7	300' CAT6 cable and 1" conduit, installed	1	\$ 3,700
8	Hourly Rate Software Engineer	1	\$ 185
9	Hourly Rate Project Engineer	1	\$ 125
10	Hourly Rate Installation Labor	1	\$ 95
11		1	\$ -
12		1	\$ -
13		1	\$ -
11		1	\$ -
12		1	\$ -
13		1	\$ -
14		1	\$ -
15		1	\$ -
16		1	\$ -
Unit Pricing Subtotal			\$10,632.00

RFCSP ATTACHMENT E

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at:

<http://www.sanantonio.gov/purchasing/> or the direct link at:

<http://www.sanantonio.gov/purchasing/saeps.aspx>

By submitting a proposal Respondent represents that:

If Respondent is a corporation, Respondent will be required to provide a certified copy of the resolution evidencing authority to enter into the contract, if other than an officer will be signing the contract.

IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE (A) VENUE, JURISDICTION AND ARBITRATION, (B) INSURANCE AND (C) INDEMNIFICATION REQUIREMENTS SET OUT IN THE TERMS & CONDITIONS OF THIS AGREEMENT. A FAILURE TO COMPLY WITH THE (A) VENUE, JURISDICTION AND ARBITRATION, (B) INSURANCE AND (C) INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.

If awarded a contract in response to this RFCSP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's proposal and during Proposal process.

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

(S)he is authorized to submit this proposal on behalf of the entity.

By submitting a proposal Respondent acknowledges that:

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions. I acknowledge that the contract to be awarded pursuant to this RFCSP has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFCSP.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Infax, Inc.

Respondent Entity Name _____

Signature: _____ 

Printed Name: David M. Davis

Title: President

Email Address: mdavis@infax.com

(NOTE: If proposal is submitted by Co-Respondents, an authorized signature from a representative of each Co-Respondent is required. Add additional signature blocks as required.)

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____

When submitting your proposal electronically, through City's portal, Co-Respondent must also log in using Co-Respondent's log-on ID and password, and submit a letter indicating that Co-Respondent is a party to Respondent's proposal and agrees to these representations and those made in Respondent's proposal. While Co-Respondent does not have to submit a copy of Respondent's proposal, Co-Respondent should answer any questions or provide any information directed specifically to Co-Respondent.

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address: _____