

ORDINANCE

2023-01-26-0019

APPROVING A CONTRACT WITH HONEYWELL BUILDING SOLUTIONS TO PROVIDE THE CONVENTION AND SPORTS FACILITIES DEPARTMENT WITH MAINTENANCE FOR SOFTWARE, HARDWARE ENHANCEMENTS, AND SUPPORT FOR THE ENTERPRISE BUILDING INTEGRATOR (EBI) SYSTEM FOR AN ESTIMATED ANNUAL COST OF \$1,553,000.00. FUNDING IS INCLUDED IN THE DEPARTMENT'S FY 2023 ADOPTED BUDGET. FUNDING FOR SUBSEQUENT YEARS IS CONTINGENT UPON CITY COUNCIL APPROVAL OF THE ANNUAL BUDGET.

* * * * *

WHEREAS, an offer was submitted by Honeywell Building Solutions, to provide the City of San Antonio's Convention and Sports Facilities (CSF) Department with maintenance for software, hardware enhancement and support for the Enterprise Building Integrator (EBI) system for an estimated annual cost of \$1,553,000.00; and

WHEREAS, these services are required to continue maintaining the safety and functionality of the system which controls the CSF Department's life safety fire alarm system, automatic temperature controls, digital video and surveillance cameras, electrical equipment, lighting, and associated equipment; and

WHEREAS, approval of this ordinance will authorize a contract beginning February 1, 2023 and ending January 31, 2024, with the option for the City to renew for one additional, one-year period; and

WHEREAS, the Texas Local Government Code indicates that competitive bidding is not required under section 252.022(a)(7)(A), which provides for any items that are available only from a sole source of supply; **NOW THEREFORE:**

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

SECTION 1. The offer submitted by Honeywell Building Solutions to provide the City of San Antonio with maintenance for software, hardware enhancement and support for the Enterprise Building Integrator (EBI) system for an estimated annual cost of \$1,553,000 is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the bid tabulation and contract is attached hereto and incorporated herein for all purposes as **Exhibit I**.


SECTION 2. Funds will be encumbered upon issuance of purchase orders, and payment is authorized to Honeywell Building Solutions for an estimated annual cost of \$1,533,000.00. All expenditures will be in accordance with the Fiscal Year 2023 budget and subsequent budgets for the duration of this contract as approved by City Council.

SECTION 3. The financial allocations in this ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to

concurrence by the City Manager or designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 4. This ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

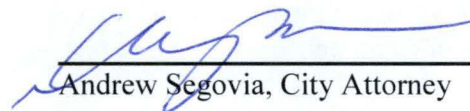
PASSED and APPROVED this 26th day of January, 2023.


M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:


Debbie Racca-Sittre, City Clerk


Andrew Segovia, City Attorney



City of San Antonio

City Council Meeting January 26, 2023

9.

2023-01-26-0019

Ordinance approving a contract with Honeywell Building Solutions to provide the Convention and Sports Facilities Department with maintenance for software, hardware enhancements, and support for the Enterprise Building Integrator (EBI) system for an estimated annual cost of \$1,553,000.

Funding is from the respective department's FY 2023 Adopted Budget. Funding for subsequent years is contingent upon City Council approval of the annual budget. [Ben Gorzell Jr., Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]

Councilmember Courage moved to Approve on the Consent Agenda. Councilmember Rocha Garcia seconded the motion. The motion carried by the following vote:

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

LC
01/26/23
Item No. 9

Exhibit I

Exhibit I

Page 1



CITY OF SAN ANTONIO
Finance Department – Purchasing Division

REQUEST FOR OFFER (“RFO”) NO.: 6100016470

ANNUAL CONTRACT FOR MAINTENANCE FOR CSF EBI SYSTEM

Date Issued: **December 20, 2022**

RESPONSES MUST BE RECEIVED **NO LATER THAN:**
10:00 AM, CT., December 22, 2022

Responses may be submitted by any of the following means:

Electronic submission through the Portal

Electronic submission by e-mail

Offer submissions will only be accepted electronically

Pre-Submittal Conference * NO

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

Staff Contact Person:

ALEXIS SENDEJO
PROCUREMENT SPECIALIST II
ALEXIS.SENDEJO@SANANTONIO.GOV

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003 - INSTRUCTIONS FOR OFFERORS

Submission of Offers.

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

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

Modified Offers. Offers may be modified provided such modifications are received prior to the time and date set for submission of offers and submitted in the same manner as original offers. For electronic offers submitted through the portal, a modified offer will automatically replace a prior offer submission. See below for information on submitting Alternate Offers.

City shall not be responsible for lost or misdirected offers or modifications.

For electronic offers, Offeror's electronic submission, with accompanying affirmations, constitutes a binding signature for all purposes. Offers sent by email must be a PDF document reflecting a manual signature.

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

Certified Vendor Registration Form. If Offeror has not completed City's Certified Vendor Registration (CVR) Form, Offeror is required to do so prior to the due date for submission of offers. The CVR form may be accessed at: <http://www.sanantonio.gov/purchasing>. Offerors must identify the correct name of the entity that will be providing the goods and/or services under the contract. No nicknames, abbreviations (unless part of the legal title), shortened or short-hand names will be accepted in place of the full, true and correct legal name of the entity.

Alternate Offers. Alternate offers may be allowed at the sole discretion of City.

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

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

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

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

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

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

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

Restrictions on Communication.

Offerors are prohibited from communicating with: 1) City officials as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFO or offers from the time the RFO has been released until the contract is posted for consideration as a City Council agenda item during a meeting designated as an "A" session; and 2) City employees from the time the RFO has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFO and/or offer submitted by Offeror. Violation of this provision by Offeror and/or its agent may lead to disqualification of the offer from consideration.

Exceptions to the restrictions on communication with City employees include:

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

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

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

Pre-Submittal Conference.

If a Pre-Submittal Conference is scheduled, it will be held at the time and place noted on the Cover Page. Offerors are encouraged to prepare and submit their questions in writing in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received prior to the conference may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. Call the Staff Contact Person for information on the location of the wheelchair accessible entrance, or to request an interpreter for the deaf. Interpreters for the deaf must be requested at least 48 hours prior to the meeting. For other assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on City.

Changes to RFO.

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

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

Preparation of Offers.

All information required by the RFO must be furnished or the offer may be deemed non-responsive and rejected. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of City.

Correct Legal Name. If Offeror is found to have incorrectly or incompletely stated the name of the entity that will provide goods and/or services, the offer may be rejected.

Line Item Offers. Any offer that is considered for award by each unit or line item, must include a price for each unit or line item for which Offeror wishes to be considered. All offers are awarded on the basis of low line item, low total line

items, or in any other combination that serves the best interest of City, unless City designates this solicitation as an "all or none" offer in the Supplemental Terms & Conditions.

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

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

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

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

Estimated Quantities for Annual Contracts.

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

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

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

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

In accordance with this section, vendor hereby notes pricing and product specific information provided under this offer are considered confidential and proprietary information by vendor.

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

Rejection of Offers.

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

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

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

The offer is conditional; or

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

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

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

Withdrawal of Offers. Offers may be withdrawn prior to the due date. Written notice of withdrawal shall be provided to the Staff Contact Person for offers submitted by email. Offers submitted electronically may be withdrawn electronically.

Evaluation and Award of Contract.

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

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

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

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

Prompt Payment Discount.

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

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

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

Prohibited Financial Interest.

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

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

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

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 bid. The Purchasing Division will not deliver the forms to the City Clerk for you.

004 - SPECIFICATIONS / SCOPE OF SERVICES

4.0 SCOPE: HONEYWELL will maintain building automation system hardware and software found in the List of Covered Equipment and Software below.

East and West Convention Center Miscellaneous

Description	Quantity
Honeywell Advanced Endpoint Security (HAES)	1
Proactive Honeywell Remote Monitoring for Server/Virtual Host	1
Proactive Honeywell Remote Monitoring for Workstations	1
Cybersecurity Support	1
VEAAM Software	1
Vector	1

West Convention Center DDC Panels, Field Devices, and Automation

Description	Quantity
XF521 Analog Input Module	37
XF522 Analog Output Module	51
XF523 Digital Input Module	23
XF524 Digital Output Module	40
XF526 Analog Input Module	1
XD508 Module	21
Zone Manager	5
BNA	5
XL10 Controller	84
W7751 VAV Controller	143
XL500 Plant Controller	34
DDC Points Analog Pneumatic Output	111
DDC Points Analog Sensor	130
DDC Points Digital Input	171
DDC Points Analog Output	185
DDC System Mod & Software Points	198
Graphics	5000+
Basic EBI System Maintenance	1
EBI Software Updates	3
Microsoft OS Updates	3
EBI HVAC Server	1
PC/LAN Workstations	8

Point Server	3
Distributed System Architecture (DSA)	2

East Convention Center DDC Panels and Field Devices

Description	Quantity
1200 VA UPS Backup (for Network Switches)	27
1500 VA UPS Backup (for Servers and critical hardware)	4
Variable Frequency Drive	177
Printer	1
iPads	5
Dell Switches	41
Fiber Optic Interfaces	82
ComfortPoint Open Plant Controller	50
ComfortPoint Open Expansion I/O Module	88
ComfortPoint Open Digital I/O Module	2
ComfortPoint Open Small Point Controller	48
ComfortPoint Open VAV Controller	162
Resistor	141
UPS, 550VA with Status Contact	49
DC Power Supply	49
Transformer	165
Valve body	312
Valve actuator	312
CO ₂ Duct Sensor	19
Current Switch	347
Air Flow Station	2
Ultrasonic Flow Meter	2
Flow Meter	11
N ₂ Sensor	2
CO Sensor	28
Humidity/ Temperature Sensor	504
Damper Actuator	102
Differential Pressure Switch	272
Duct Static Pressure Tip	198
Bypass Valve Assembly	10
Relay	499
Temperature Low Limit Controller	44
Room Temperature Sensor	253

Lila Cockrell Theater DDC Panels and Field Devices

Description	Quantity
Q7055A 1077 EBI Network Interface	1
Q7752A Echelon LonWork c./s Serial Adapter	1
Analog - Carbon Monoxide Sensor	3
Excel 800 Controller	6
Smart I/O's	17
XF521 Analog Input Module	12
XF522 Analog Output Module	23
XF523 Digital Input Module	10
XF524 Digital Output Module	10
Analog Pressure Sensor	19
Damper Actuator	44
Flow Sensor	51
XL10 Controller	57
Digital Input Device	73
Valves	78
Room Temperature Sensor	139

LDR DDC Panels and Field Devices

Description	Quantity
Loytec Router	
Outside Air Sensor	1
Pressure Sensor	2
Duct Sensor	5
Flow Pick-up Sensor	5
CO Sensor	5
Room Humidity Sensor	6
Damper Actuator	6
Transformer	6
Limit Switch	9
Valve Actuator	12
XF524 Digital Output Module	40

Universidad Nacional Autonoma de Mexico (UNAM) – San Antonio DDC Panels and Field Devices

Description	Quantity
I/O Module	5
Pressure Sensor	4
OA or Duct Temperature Sensor	7
Room Temperature/Humidity Sensor	7

Digital Input	8
Digital Output	8
Analog Output	12
Analog Input	20
Relay	13
Software Points	17

4.2 Coverage - Unless otherwise noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL'S computer data bank of maintenance experience and manufacturer's specifications, according to HONEYWELL'S best judgment.

After each service call is completed, details from the service report will be provided to CITY.

HONEYWELL will review current data and applications and will verify correct operation of connected HVAC equipment.

4.3 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CITY'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All removed parts from an exchange shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

4.4 Software Support - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CITY'S sole responsibility.

CITY shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CITY'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CITY'S system are excluded under this Agreement and will be provided when and if available and at CITY'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CITY, provided that CITY abides by the terms of the License Agreement for Software Products.

4.5 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CITY. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CITY'S site within **Error! Reference source not found. hours**. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CITY will be liable for charges at then prevailing prices for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- ☐ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

4.6 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CITY'S request. HONEYWELL and CITY will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

4.7 Honeywell Service Portal – HONEYWELL will provide CITY access to an Internet-based application that will allow the CITY to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12-month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

PREFERRED TEMPERATURE CONTROL SERVICES

5.0 Scope - HONEYWELL will maintain the temperature control system components and related accessories listed below:

West Convention Center Temperature Control Devices

Description	Quantity
H ₂ O Flow Transmitter	2
Pressure Transmitter	7
2" Valve	67
10" Valve	8
Air Compressor	4
Air Dryer	5
Differential Pressure Transmitter	43
Chiller Bypass Control	1
Changeover Control	1
Pneumatic Valve Actuator	45
Damper Switch	40
Pressure Regulator Valve	40
Velocity Transmitter	54
Pneumatic Damper Actuator/Controls	306
Freeze Stats	65
Valve <2"	203
Transducer	214
Relay	217
Transformers	256

Description	Quantity
Pneumatic VAV Box and AHU controls	18

5.1 Preventive Maintenance - Each preventive maintenance call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the Equipment. Maintenance intervals will be determined from consideration of component operating hours, application, location, or criticality of end use. Upon completion of each service call, a summary of the preventive maintenance tasks completed will be provided to CITY.

5.2 Component Replacements - HONEYWELL will maintain CITY'S presently installed system within the functional limitations of presently installed hardware, firmware, and software found on CITY'S system(s).

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment which have been found by HONEYWELL to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CITY'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property HONEYWELL. Automatic valve and damper maintenance and repair are included in this Agreement. The labor required for their removal and installation is not included.

Notwithstanding the foregoing, at initial inspection, or following twelve (12) months of service or at initial seasonal start-up, if any individual component(s) cannot, in the sole opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component(s) from the List of Covered Equipment with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

5.3 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CITY. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CITY site within **Error! Reference source not found. hours**. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in the List of Covered Equipment above, CITY will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- ☐ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

5.4 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CITY'S request. HONEYWELL and CITY will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

5.5 Honeywell Service Portal – HONEYWELL will provide CITY access to an Internet-based application that will allow the CITY to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12-month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

PREFERRED FIRE ALARM MAINTENANCE SERVICES

6.0 Scope - HONEYWELL will maintain the fire alarm system components and software listed below:

West Convention Center Fire Alarm Panel and Field Devices

Description	Quantity
3-CHAS7 Chassis Assembly	10
3-CHAS Chassis Assembly	1
3-CPU Processor, Main Panel	3
3-12SR Control Display, 12 SW	8
3-DSDC Dual Signature Data Loop	8
3-LCD Interface, Main Display Operator	3
3-LDSM LED Display Support	30
3-PPS/M Primary Power Supply	3
3-RS485 RS485 Network Communication Card	3
3-RS232 RS232 Communication Cards	3
3-ZA15 Amplifier, 15 Watt Zoned	24
Ducane Amplifier	12
SIGA-IB4 W/Isolation Function	52
SIGA-RB4 Detector Base w/Relay	492
XLS-202 Sync Strobe <110CD	40
XLS-757 SS70 Speaker/Strobe	73
12V40A 12VDC, 40AH Battery	4
SIGA-WTM Waterflow Tamper Module	70
SIGA-HRS Intelligent Fixed Temp/Rate of Rise Heat Detectors	64
SIGA-CT1 Single Input Module	51
SIGA-CT2 Dual Input Module	12
SIGA-CC1 Single Source Signal Module	103
SIGA-278 Manual Pull Station	96
SIGA-IS Intelligent Ionization Smoke Detectors (Duct)	207
SIGA-DH Duct Housing & Sampling Tubes	211
SIGA-LED LED Remote Annunciator	230
SIGA-CR Control Relay Module	398
SIGA-PS Intelligent Photoelectric Smoke Detectors	273
SIGA-SD Super Duct Smoke Detectors	25
XLS-CAB21B CAB21B Backbox	1
XLS-CAB21D CAB21D Door w/Window	1

East Convention Center Fire Alarm Panel and Field Devices

Description	Quantity
U.L. FA EBI U.L. Fire Alarm Server	1
PC/LAN U.L. Workstation	1
Fire Alarm Panel Printer	1
3-ASU Audio Source Unit w/Microphone	1
3-CHAS4 Chassis Assemble	1
3-MODCOM	1
12SW/12LED	4
3SW/3LEDx6	1
3-AADC1	12
3-ANNCPU	2
3-CPU3 Processor, Main Panel	5
3-CHAS7 Chassis Assembly	7
3-CHAS Chassis Assembly	2
3-LCD Interface, Main Display Operator	6
3-LDSM LED Display Support	60
3-PPS/M Primary Power Supply	9
3-RS485 RS485 Network Communication Card	5
3-RS232 RS232 Communication Cards	5
3-ZA20/70 Amplifier, 20 Watt Zoned	8
3-ZA40/70 Amplifier, 40 Watt Zoned	18
XLSG4--S7VM Speaker Strob Wall Mount White	457
XLSGCF-S7VMH Speaker Strob Ceiling Mount White High Candela	1
XLSGCF-S7VM Speaker Strob Ceiling Mount White	30
SPSRK Speaker Strob Wall Mount White By Lila Outdoor	4
SRK Strob Wall Mount White By Lila Outdoor	3
XLSGC-VM Strob Ceiling Mount White	47
XLSGC-VMH Speaker Strob Ceiling Mount White High output	74
XLSG1-VM Strob Wall Mount White	101
XLSG4-S7 Speaker Wall Mount	41
P2RHK Horn Strobe, Wall Mount High Candela	12
P2RK Horn Strobe, Wall Mount	3
XLSGCF-S7 Ceiling Mount Speaker 70VRMS White	7
WG4WF-S Wall Mount Speaker Weather Proof White for Ballroom Balc	1
WG4RF-SVMHC Wall Mount Speaker Strob Weather Proof	6

White for Ballroom Balc	
XLSG1-VM Strob Wall Mount White	101
XLSG4-S7 Speaker Wall Mount	41
SCR Strob Ceiling Mount Red new ballroom Indoor	36
SCW Strob Ceiling Mount White New Ballroom soffit	3
G1M-RM Genesis Remote Mount Signal Master Module	2
MDL System Sensor Sync Module	4
RSS-24MCW-FR Red Strob Wall Mount 15/30/75/110 CD Existing Exhibit Halls	49
RSS-24MCHW-FR Red Strob Wall Mount 135/185 CD Existing Exhibit Halls	10
KELE 50R-100 Single Phase Monitor Relay	10
KELE A258B/RB08-PC Three Phase Monitor Relay and Socket	30
235196P Transient Protector	12
12V65A 12VDC, 65AH Battery	10
TC 809D1004 Dual Monitor Module	369
TC810N1013 Audio Control Module	32
TC810R1024 Control Relay Module	303
RTS151KEY Remote Test Station with key lock	78
TC 808B1058 Intelligent Rate of Rise Heat Detectors	8
TC806DNR Intelligent Photoelectric Smoke Sensor (for Duct Detector)	78
DST5 Low Profile Intelligent Base	260
S464G1007 Manual Pull Station	2
TC806B1076 Intelligent Photoelectric Smoke Detectors	279
DNR Non Relay Duct Detector Housing	78
R-10T Multi Voltage Relays	110
SASH-24 Weather Proof Sprinkler alarm	2

Universidad Nacional Autonoma de Mexico (UNAM) – San Antonio Fire Alarm Panel and Field Devices

Description	Quantity
FS90 LAN Interface	1
FS90 Fire Alarm Panel	1
CA Including Motherboard	1
PS Power Supply	2
LJ Comm Display Intelligent	1
AE Intelligent Loop I/F	1
AD Initiating 8-Zone Unsupervised	1
BF Indicating 2-Zone 2-Wire w/RV	1
Batteries	1

TC806A Photo Detector Intelligent	15
Duct Smoke Photoelectric Detector	4
S464A Pull Box	12
SC715B-1028 Horn Strobe w/Strobe	12

LDR Fire Alarm Panel and Field Devices

Description	Quantity
Batteries	2
XLS-HRS Heat Detector	2
SIGA-CC1/CT1 Module	2
XLS-278 Intelligent Manual Pull Station	3
Speakers/Strobes	8
SIGA Duct Mounted Photo Smoke Detector	9
Duct Smoke Sampling Tubes	9
Remote Test Stations	9
Strobe	12
SIGA CR/MCR Control Relay Module	15
SIGA-CR Control Relay Modules	15

Lila Cockrell Theater Fire Alarm Panel and Field Devices (Flex)

Description	Quantity
XLS1000 Main Control Panel Including CPU	1
Main LCD Operator Interface W/ LCD Display	1
System Power Supply	2
12 LED Display/Control Module	2
RS485 Network Communication Board	1
3-DSDC/3-SSDC Dual SIGA Data Ctrl Module w/1-SIGA Data Board	2
3-ZA30/40 Amplifier Zoned 40 Watts	4
(2) 12VDC Standby Battery (Pair) Large > 30 AH	2
TC806D Duct Mounted Smoke Detector	7
XLS-PS - XLS Photoelectric Intelligent Smoke Detector	15
XLS-HFS - XLS 1000 Fixed Temperature Intelligent Heat Detector	6
SIGA-CC1/CC2 & SIGA-MCC1/MCC2 Single & Dual Signal Modules	9
SIGA CR/MCR Control Relay Module	16
SIGA-CT1/CT2/MCT2 Single & Double Input Module	26
XLS-278 Intelligent Manual Pull Station	1

Beam Detector	2
Relays	6
Power Supply w/ Batteries	6
Door lock release test	7
Ceiling Speaker Strobe	88
Ceiling Strobe	35
Speaker with Strobe	43
Strobe	6

Mexican Culture Institute (MCI) Fire Alarm Panel and Field Devices

Description	Quantity
XLS200 Fire Alarm Control Panel	1
XLS Remote Annunciator	1
Booster Power Supply	1
Batteries	2
Sprinkler Flow Switch	2
Valve Tamper Switch	2
SIGA-DH/Sampling Tubes	3
SIGA-CR	4
SIGA-MM1	4
Heat Detectors	13
Strobes	13
Horn w/Strobe	16
Smoke Detectors	65

6.1 Preventive Maintenance - Each preventive call will be scheduled by a computer-generated service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to maintain the systems. Upon completion of each service call, a summary of the tasks completed will be provided to CITY.

6.2 Testing - HONEYWELL will perform **One (1) test per year** per initiating device and, at CITY'S request, furnish a written report certifying that such have been completed. HONEYWELL will test the fire alarm system: in accordance with the schedule and tasks outlined in NFPA 72 (1999), Chapter 7 (National Fire Alarm Code) in the United States and in accordance with ULC-536-xx Standard For The Inspection And Testing Of Fire Alarm Systems in Canada, using the date of the contract execution or renewal as the starting date for determining when each test must be conducted except as described below:

- CITY will perform required testing of water flow devices, fire pump monitoring and valve tamper/supervisory devices.
- CITY will perform required visual inspections of smoke detectors, Honeywell will conduct only required functionality and sensitivity testing.
- CITY will perform required testing of visual and audible notification appliances.

6.3 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment that have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CITY'S system. At HONEYWELL'S sole discretion, marginal components may also be

repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection or following twelve (12) months of service, or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly. On systems that require compliance with Underwriter Laboratory (UL) standards, only Underwriters Laboratory-approved products will be used for component replacement.

6.4 Software Support – HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CITY'S sole responsibility.

CITY shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CITY'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CITY'S system are excluded under this Agreement and will be provided when and if available and at CITY'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CITY, provided that CITY abides by the terms of the License Agreement for Software Products.

6.5 Emergency Service – Should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CITY. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CITY site within **Error! Reference source not found. hours**. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment that is not listed in Article 1.1 above, CITY will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

☐ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

6.6 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CITY'S request. HONEYWELL and CITY will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

6.7 Honeywell Service Portal – HONEYWELL will provide CITY access to an Internet-based application that will allow the CITY to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12-month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

VESDA TEST AND INSPECT SERVICE

7.0 Scope - HONEYWELL will inspect the fire alarm components and software listed below:

East Convention Center VESDA Panels

Description	Quantity
Vesda Panels	27
Communication Interface Vesda	1
Power Supply	28
VSP-715 VLF Aspirator	27
VSP- 005 Filter Cartridge	27

The VESDA Maintenance Guide provides information on maintaining a VESDA System. It suggests a maintenance schedule and provides instructions on how to service and maintain the different components making up a VESDA System. This guide is written for persons responsible for the maintenance of VESDA installations. HONEYWELL is responsible for ensuring that persons maintaining a VESDA System are knowledgeable about the local fire and electrical codes and standards. HONEYWELL shall ensure that the VESDA System is serviced and maintained by persons who have an understanding of VESDA Products and Aspirating Smoke Detection Systems.

7.1 Test and Inspect Procedures

This section contains information on the suggested maintenance procedures for all VESDA systems, and maintenance procedures which are specific to each type of VESDA Detector.

Maintenance Check	Monthly	Six Monthly	Annual	Every Two Years
Power Supply			Covered	
Pipe Network			Covered	
In-Duct Pipe Test			Covered	
Filter Inspection			Replacement	
Raw Air flow			Covered	
Pipe Integrity Smoke Test			Covered	
Check Pipe Flow			Covered	
Cleaning Sampling Points				Not covered
Flushing Pipe Network				Not covered

MAINTENANCE PROCEDURES FOR ALL VESDA SYSTEMS

The maintenance procedures and schedules suggested above are the recommendations made by VESDA Systems. If the local codes and standards for the site require more frequent maintenance, then HONEYWELL shall abide by the local codes and standards.

CHECKING THE POWER SUPPLY

HONEYWELL shall check the power supply to the VESDA System every year. VESDA Products are designed to operate between 24 VDC and 30 VDC. HONEYWELL shall at least check the supply voltage, output voltage, battery state and the correct operation of the fault relays.

INSPECTING THE PIPE NETWORK

HONEYWELL shall check the pipe network every year. Where possible the pipes and the connections should be checked to ensure that the pipe runs are intact and that the network is free of dirt and dust.

To conduct a pipe network Inspection:

1. Conduct a simple smoke test.

CHECKING THE RAW AIRFLOW

The Raw Airflow is recorded once every year by HONEYWELL.

PIPE INTEGRITY SMOKE TEST HONEYWELL shall:

Conduct a pipe integrity test every year. A smoke test is necessary to prove the integrity of the pipe network and to measure the response time.

Inform appropriate supervising authority about the risk associated with isolating a VESDA Address (also called Zones).

Ensure that any ancillary devices dependent on the detector are appropriately isolated.

Record results for:

- Transport Time - Sample smoke is introduced at the furthest sampling hole from the detector. The time taken (in seconds) for the smoke to travel to the detector is measured and recorded. Typically, allowing for small variations, the result should be approximately the same as the ASPIRE2 calculations. In the event there is a wide variation between ASPIRE2 results and the actual smoke test results, the pipe network should be checked for leaks and blockage.
- Initial Response - This is the total of the time taken for the smoke to travel from the source to the sampling point and the detector first registering the presence of smoke (excluding any Alarm Delay Times that may have been set).
- Alert Response - This is the total time taken for the smoke to travel from its source and the detector generating an alert alarm.
- Action/Pre-Alarm Response - This is the total time taken for the smoke to travel from its source and the detector generating an action/pre-alarm status (Pre-Alarm is generated in LaserCOMPACT Detectors).
- Fire 1/Fire Response - This is the total time taken for the smoke to travel from its source and the detector generating a Fire 1/Fire Alarm (Fire Alarm is generated in Laser COMPACT Detectors).
- Fire 2 Response - This is the measure of the total time taken for smoke to travel from its source and the detector registering a Fire 2 Alarm.
- Peak Smoke Response - This is the time taken for the detector to record the peak level of smoke. The numerical display of the display module or the LCD Programmer will display the smoke levels. This information can also be extracted from the Event Log.

Replace Air Filter Cartridges

Under the Preferred Maintenance the VESDA filters will be changed annually.

VESDA Piping is not covered under this contract as it is not maintainable.

PREFERRED SECURITY SYSTEM SERVICES

8.0 Scope - HONEYWELL will maintain security system hardware and software found in the List of Covered Equipment and Software below.

West Convention Center and Lila Cockrell Cameras and DVM Server/Clients

Description	Quantity
Basic EBI/DVM Server System Maintenance	4
EBI/DVM Software Updates	4
Microsoft OS Updates	4
DVM Database Server	1
DVM Camera Servers	4
PC/LAN Client Stations	2
Distributed System Architecture (DSA)	2
POE Camera Power Supply	19
65" HD Monitors	8
ACUIX IP PTZ Camera	7
ACUIX IP Power Supply	7
AxisQ7041 (Analog Cameras)*	2
AxisQ7404/Q7414 (Analog Cameras)*	4
AxisQ7406 (Analog Cameras)*	9
Honeywell H3S1P IP Camera	1
Honeywell H4W4PER3 IP Camera	24
Honeywell HD3MDIP IP Camera	19
Honeywell HD4DIP IP Camera	1
Honeywell HD4MDIH IP Camera	1
Honeywell HDZ302DE PTZ IP Camera	10
Honeywell HDZP252DI PTZ IP Camera	21
Synology Storage (including HDD)	5
Point Server	3
Distributed System Architecture (DSA)	2

***Associated Axis Streamers are included in coverage**

East Convention Center Cameras (Preferred)

Description	Quantity
AxisM3037 IP Camera	1
AxisM3027-PVE IP Camera	2
AxisP3354 IP Camera	75
AxisP3354-V IP Camera	9
AxisQ6041 IP Camera	3
Honeywell H4W4PER3 IP Camera	3

Honeywell HDZ302DE IP Camera	3
Honeywell HDZP252DI IP Camera	4
Honeywell HFD8R1 IP Camera	1

8.1 Preventive Maintenance - Unless noted by exception, maintenance intervals will be determined by equipment, application, location and HONEYWELL'S computer data bank of maintenance experience and manufacturer's specifications, according to HONEYWELL'S best judgment.

After each service call is completed, details from the service report will be provided to CITY.

HONEYWELL will review current data and applications and will verify correct operation of connected security equipment.

8.2 Hardware Support - HONEYWELL will perform scheduled maintenance services on the Equipment covered under this Agreement as detailed on the List of Covered Equipment.

HONEYWELL will repair or replace serviceable components and parts found on the List of Covered Equipment and Software, which have been found to be defective or have failed. Replaced components will be new or reconditioned components of compatible design as required to maintain CITY'S system. At HONEYWELL'S sole discretion, marginal components may also be repaired or replaced. These replacements will be based upon commercial availability of parts and/or components. All exchanged parts shall become the property of HONEYWELL.

Notwithstanding the foregoing, at initial inspection, or following twelve (12) months of service or at initial seasonal start-up, if any individual component cannot, in the sole or exclusive opinion of HONEYWELL, be properly repaired, due to obsolescence, lack of commercial availability of standard parts, and/or excessive wear or deterioration, HONEYWELL may remove said component from the List of Covered Equipment, with sixty (60) days written notice. Non-maintainable components will be eliminated from coverage under this Agreement and HONEYWELL shall adjust the price accordingly.

8.3 Software Support - HONEYWELL will maintain the present system within the functional limitations of presently installed hardware and/or software included in the List(s) of Covered Equipment and Software. This may include providing software patches, revisions and/or bug fixes to standard HONEYWELL software that may be periodically created by HONEYWELL to maintain present system operations. Third-party applications and/or software including, but not limited to, operating system(s), web browsers, local area network (LAN) and computerized maintenance management systems and any labor, software and/or hardware required to maintain the present applications and/or implement functional enhancements, will be CITY'S sole responsibility.

CITY shall be solely responsible for and agrees to purchase any and all hardware, firmware, and/or software that may hereafter be required to improve performance of the software installed on CITY'S system. HONEYWELL shall not be responsible to provide any improvements, functional, operational or otherwise. Third party software that adds, enhances or improves functional performance of CITY'S system are excluded under this Agreement and will be provided when and if available and at CITY'S expense.

Upon request, HONEYWELL will provide documentation to operate all HONEYWELL licensed software. Upon termination of this Agreement, all documentation, including software, will become operational property and responsibility of CITY, provided that CITY abides by the terms of the License Agreement for Software Products.

8.4 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CITY. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CITY'S site within **Error! Reference source not found. hours**. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CITY will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- ☐ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

8.5 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CITY'S request. HONEYWELL and CITY will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

8.6 Honeywell ServicePortal – HONEYWELL will provide CITY access to an Internet-based application that will allow the CITY to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

PREFERRED TEMA ACCESS CONTROL SYSTEM SERVICES

9.0 Scope – HONEYWELL will inspect the TEMA Access Control hardware and software listed below:

West Convention Center Temaline Access Control Panels and Field Devices

Description	Quantity
TS2 TemaServer2 Control Unit	45
Power Supply	100
PIR'S Motion Detection	390
Card Reader	425
Electric Door locks	988
Access Switch	988
Certification Reports	1

East Convention Center Temaline Access Control Panels and Field Devices (Flex)

Description	Quantity
TS2 Temaline Server 2	19
TK-C21P A01	97
TK-S014 A08	116
NC-Op10HON SMALL MULL PRX	110
TK_C01 Temaline Compact Terminal	6
DS-DS161 REX PIR	86
SR-1078WBR WDGP INTERLOGIX-SENTROL	416
SR-2204ADL OVERHEAD DOOR CONT-DPDT INTERLOGIX-SENTROL	19
OH-HP400ULX 12/24VDC 4A/3A, UL Power supplies	17
OH-HP600ULX 6AMP, UL PWR SUPPLY 12/24VDC Power Supplies	24
IM-1270 12V 7AH SLA BATTERY	65
AX-RDC12 D/R MT.RLY,12VDC,10A,120VAC,80	265
Certification Reports	1

9.1 Preventative Maintenance – Each inspection call will be:

☒ Scheduled by a computer-scheduled service report detailing the tasks to perform, the skill levels required, and the special tools and instrumentation required to inspect the systems for optimum system performance, both from a hardware and software perspective. Typical activities include:

- Checking software schedules against occupancy schedules
- Inspecting hardware operator-machine interface and field panels for proper operation.
- Test initiating and output zones for response to alarm/trouble condition.
- Review false alarm activity
- Verify communication from Remotes to Central
- Random sampling of security sensors to identify need to calibrate

9.2 Testing – HONEYWELL will perform (1) test(s) per year per initiating device and, at CITY'S request, furnish a written report certifying that such have been completed.

9.3 Coverage - This Agreement includes all labor, travel, and living expenses to perform the inspection services described above for the Equipment. The costs of labor and travel for repair work, emergency service, or other parts and materials are not included in this Agreement. If emergency service is required, CITY will receive a priority response and will be billed at a preferred maintenance labor rate. If necessary Equipment repairs are approved, CITY will be billed on a time-and-material basis, with labor costs reflecting the preferred rate.

9.4 Emergency Service - Activities performed under this Agreement are designed to minimize the incidence of emergency situations. However, should an emergency arise, HONEYWELL personnel will assess the situation either by phone or remote diagnostics, or both, and will determine the required course of action with CITY. If it is determined that a site visit is required, HONEYWELL personnel will arrive at CITY'S site within **Error! Reference source not found. hours**. If the resolution of the emergency service call requires HONEYWELL to provide service for equipment, software or any components thereof that are not listed on the List of Covered Equipment and Software, CITY will be liable for charges prevailing for such service.

Emergency Service will be provided during the following periods during the term of this Agreement (check box for desired level of emergency service coverage):

- ☐ **Continuous Emergency Service:**
24 hours per day, seven days per week, federal holidays included

9.5 Performance Review - A review of the Services provided within this Agreement will be performed by HONEYWELL on an annual basis at CITY'S request. HONEYWELL and CITY will discuss work performed since the last review, answer questions pertaining to Service delivery, and identify opportunities to further improve performance of the Equipment.

9.6 Honeywell Service Portal – HONEYWELL will provide CITY access to an Internet-based application that will allow the CITY to securely submit non-emergency service requests online; view status of all service calls, whether scheduled, open or closed; view appointments and task detail of work performed on contracted service calls; and view contract and equipment coverage details (12 month history and includes only service performed per the HONEYWELL contract). Functionality enhancements or deletions are at the discretion of HONEYWELL.

SPECIAL PROVISIONS – 3rd Party

West Convention Center GE Lighting

Description	Quantity
RREPEAT GE Repeater	2
R7044G O-Link for GE Lighting	2
R-LINK R-Link for GE Lighting	2
C-PS Communication Power Supply	2
RCC48GE Controller Card	33

RINTER 4848GE Lighting Sub Panel	33
RPWR277GE Lighting 277V Power Supply	33
RTUB48GE Lighting Panel Cans	33
RRDC12GE Relay Driver Card	106

East Convention Center

Description	Quantity
Software Support for LeHigh Lighting Control	2
Support for Bacnet Interface for lighting control	2
Network Support for Bacnet into Honeywell Ethernet Hubs	2

Honeywell will confirm Ethernet network to Lighting control panels, however lighting control panels, programming and troubleshooting are excluded.

10.0 Software Enhancement and Support

For software included in the List of Covered Software and originally installed by Honeywell, Honeywell will, on a scheduled basis, (a) evaluate the condition of the software, (b) apply any available updates and upgrades that are applicable to the software (but for third-party software only after it has been qualified by Honeywell) and that have not been previously applied, (c) perform a system back-up, and (d) save the back-up files.

For the same software, Honeywell will apply critical software updates as they become available (but for third-party software only after it has been qualified by Honeywell). Critical software updates are updates that correct a problem that substantially compromises the overall system operation or security.

CITY shall not install any software on systems covered by this addendum without Honeywell's written approval. This addendum does not include any services on software installed by others, and Honeywell will not be liable for any damage to any such software installed without Honeywell's written approval that results from these services.

10.1 Hardware Support

For hardware included in the List of Included Hardware and originally furnished by Honeywell, Honeywell will, on a periodic basis, evaluate the performance of the hardware and recommend any enhancements needed to allow the software to perform as specified.

10.2 Performance Review

At CITY's request, Honeywell will, on an annual basis, provide a review of the. As part of this review, Honeywell will discuss services provided since the last review, answer questions pertaining to the services, and discuss opportunities to improve performance.

SPECIAL PROVISIONS – Smoke Control Test

Description	Price
Smoke Control Test	\$63,637.00
Electrical Shut Down	\$10,928.00

SPECIAL PROVISIONS – Labor and Parts

Service Technical Labor for October 2022 – September 2023, Each year a CPI index rate will be applied.

Type	Rate
Straight Time:	\$165.68
Overtime:	\$248.52

Hourly rates and minimum call-out time

Normal Hours 8:00 AM to 5:00 PM Monday to Friday (excluding public holidays)

Hourly Rate (outside of contracted works)	\$165.68/hr
Minimum Call-Out Time	4 hours
Travel Fee (if applicable)	N/A
Remote Support Fee	N/A

Out of Hours 5:01 PM to 7:59 AM Monday to Friday (including weekends and public holidays)

Hourly Rate (outside of contracted works)	\$248.52/hr
Minimum Call-Out Time	4 hours
Travel Fee (if applicable)	N/A
Remote Support Fee	N/A

Material Price List

Parts shall be billed at a 20% discount off list price.

SPECIAL PROVISIONS – 2% Discount

Invoicing: City shall pay Honeywell in advance. Each advance payment is due on the 10th business day in October of the applicable year. City must have an invoice in order to pay for services. Therefore, Honeywell shall invoice City on October 1 of the applicable year. Parties acknowledge that the City may take a 2% discount on the fees stated above for advance payment if paid by the 10th business day in October of the applicable year. This provision allowing for advance payment shall control over any conflicting provisions contained elsewhere herein. Should City elect not to pay in advance, the total fees for each service are set forth in Attachment ____ - Price Schedule. In such event, payment shall be in accordance with 006 - GENERAL TERMS & CONDITIONS, Payment by City.

EBI SERVICES

11.0 Scope:

Honeywell will provide software and hardware enhancement and support for CITY's Enterprise Building Integrator (EBI) system, which consists of Honeywell Security Manager, Honeywell Building Manager, Honeywell Life Safety Manager, Honeywell Digital Video Manager, Honeywell Asset Locator, and Honeywell Energy Manager. The services are more specifically described below.

List of Covered Software

Drawing number(s) and date(s) (if applicable)				
Quantity	Software Number	Product	Version	Product Description
1	Building Manager		R600	EBI Building Manager
1	Security Manager		R600	EBI Security Manager
1	Digital Video Manager		R700	Digital Video Manager
1	Energy Manager		R610	EBI Energy Manager
1	LifeSafety Manager		R600	EBI Fire Manager

(If software embedded in network hardware is to be covered, include it in the List of Covered Software.)

List of Covered Hardware

Quantity	System	Refresh Option (Yes or No)
1	Digital Video Manager – Database Server	No
4	Digital Video Manager – Camera Server	No
5	Synology Storage Array	No
1	Energy Manager	No
1	Building Manager	No
1	Security Manager	No
1	LifeSafety Manager	No

11.1 Software Enhancement and Support

For software included in the List of Covered Software and originally installed by Honeywell, Honeywell will, on a scheduled basis, (a) evaluate the condition of the software, (b) apply any available updates and upgrades that are applicable to the software (but for third-party software only after it has been qualified by Honeywell) and that have not been previously applied, (c) perform a system back-up, and (d) save the back-up files.

For the same software, Honeywell will apply critical software updates as they become available (but for third-party software only after it has been qualified by Honeywell). Critical software updates are updates that correct a problem that substantially compromises the overall system operation or security.

CITY shall not install any software on systems covered by this addendum without Honeywell's written approval. This addendum does not include any services on software installed by others, and Honeywell will not be liable for any damage to any such software installed without Honeywell's written approval that results from these services.

11.2 Honeywell Software Assurance (HSA)

Honeywell Software Assurance is an enhanced software service providing software upgrades, as well as updates, cloud connectivity, and entitlement features associated with your licensed and installed software. This is a subscription-based offering and is valid for the full term of this agreement.

11.3 Hardware Support

For hardware included in the List of Included Hardware and originally furnished by Honeywell, Honeywell will, on a periodic basis, evaluate the performance of the hardware and recommend any enhancements needed to allow the software to perform as specified. If the **Refresh Option** is selected, Honeywell will perform a one-time upgrade/replacement of the listed hardware with new hardware that satisfies the requirements of the upgraded and/or updated software, no earlier than the second year and no later than the fourth year anniversary of this agreement.

11.4 Performance Review

At CITY's request, Honeywell will, on an annual basis, provide a review of the services provided under this contract. As part of this review, Honeywell will discuss services provided since the last review, answer questions pertaining to the services, and discuss opportunities to improve performance.

12.0 INVOICING: Vendor will submit invoices as directed in the General Terms and Conditions section of this solicitation. At the time Vendor submits its original invoice to the Finance Department, Accounts Payable division, Vendor will also supply a duplicate invoice to the Convention and Sports Facilities Department.

005 - SUPPLEMENTAL TERMS & CONDITIONS

Original Contract Term.

This contract shall begin upon the effective date of the ordinance awarding the contract, or February 1, 2023, whichever is later. This contract shall begin upon the date specified in the award letter, if it does not exceed \$50,000. This contract shall remain in full force and effect until January 31, 2024.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for one (1) additional one (1) year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, 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 therefor.

Catalog Discount Pricing.

It is agreed that any published price list(s) may be superseded or replaced during the contract period only if such list is published by the manufacturer for industry wide use. If Vendor's catalog is a compilation of products from various manufacturer's, then the product pricing for a particular manufacturer's products may be superseded or replaced if that manufacturer's price increase is published for industry wide use. Vendor must be able to substantiate the price increase to City's satisfaction.

A revised price list must be submitted to City in the same format as the originally submitted price list, unless a different format is approved by City. It is agreed that any price list provided other than the manufacturer's price list may not be superseded or replaced during the contract period.

Discounts or mark-ups accepted as part of this bid are not subject to revision.

A written notice stipulating in detail the changes of a price list must be furnished and approved by the City before revisions go into effect.

All price lists submitted with the bid, or approved revisions, are hereby incorporated into this contract by reference.

Vendor's percentage discount off catalog price stated on the Price Schedule shall be deemed a minimum discount. Vendor may provide a greater discount at any time during the contract period for reasons deemed appropriate by Vendor, such as volume discount pricing for large orders.

Internal / External Catalog.

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

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

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

Option 2. Internal Catalog. Vendor shall provide a list of products and services awarded under this contract for

uploading into the COSA e-Procurement system in an electronic format as specified by City. The electronic submission may be through email, unless it exceeds City's maximum allowable file size limit. In such case, Vendor shall provide the submission on a CD or other means approved by City.

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

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

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

Catalog Updates.

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

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 RFO, unless otherwise specified in the Specifications/Scope of Services section of this RFO. This warranty shall provide for replacement of defective merchandise, parts, and labor, and shall include pick-up of the defective merchandise from City and delivery of the replacement(s) to the same location. The warranty shall be effective from the date of acceptance of the merchandise, or completion of the service, as applicable.

Honeywell's sole warranty obligation under this Agreement would be the repair or replacement of the applicable defective products within the one (1) year warranty period.

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.

Insurance.

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

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

Certificates may be mailed or sent via email, directly from the insurer's authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY'S Convention and Sports Facilities Department. No officer or employee, other than CITY'S Risk Manager, shall have authority to waive this requirement.

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

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

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR'S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

INSURANCE TYPE	LIMITS
1. Workers' Compensation	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, or its equivalent in Umbrella or Excess Liability Coverage is on a per occurrence basis.
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence
5. Professional Liability	\$1,000,000 per claim damages by reason of any act, malpractice, error, or omission in the professional service.
6. *Installation Floater	All Risk Policy written on occurrence basis for 100% replacement cost of "equipment & materials" to be installed to any new or existing structure.
7. Cyber Liability	\$1,000,000 per claim \$,1,000,000 general aggregate, or its equivalent in Umbrella or Excess Liability Coverage.
* If Applicable	

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

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

City of San Antonio
Attn: Convention and Sports Facilities Department
P.O. Box 839966
San Antonio, Texas 78283-3966

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

- Name CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.

- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.

- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

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

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

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

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

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

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

Limitation on liability

Notwithstanding any other provision of this agreement, (i) in no event will either party be liable to the other for any incidental, consequential, special, punitive, exemplary, statutory, or indirect damages, loss of profits, revenues, or use, or the loss or corruption of data or unauthorized access to or use or misappropriation of data by third parties, even if informed of the possibility of any of the foregoing, and (ii) the aggregate liability of vendor for any claims arising out of or related to this agreement ("aggregate liability") will in no case exceed five times (5x) the applicable annual price of the maintenance agreement for convention and sports facilities enterprise building integrator system combined with any pricing special provisions applicable to the particular service(s) from which the claim arises (both as identified on the price schedule). To the extent permitted by applicable law, these limitations and exclusions will apply whether liability arises from breach of contract, indemnity, warranty, tort, operation of law, or otherwise.

Consumer Price Index (CPI).

Price Adjustments. The prices shown on the Price Schedule may be increased or decreased as follows, using the Consumer Price Index published by the Bureau of Labor Statistics ("BLS") of the United States Department of Labor.

The **Base Price** that is subject to price adjustment is the selling price shown on the original Price Schedule submitted by Vendor with its original bid.

The Consumer Price Index ("CPI") series that will be used to escalate the base payment is the Consumer Price Index for All Urban Consumers (CPI-U), US City average, not seasonally adjusted, , index base period , series ID .

Base Period for Price Adjustment. The reference period from which changes in the CPI shall be measured is the effective date of the month and year in which this contract is awarded.

Date for Price Adjustment. Prices shall be adjusted annually (the "Price Adjustment Date").

Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.

Divide the current index value (the value as of the Price Adjustment Date) by the index value for the Base Period. The resulting number is the percentage change in the index value between the current period and the Base Period (the "percentage change in index value").

Multiply the base price by the percentage change in index value. The sum equals the adjusted price.

Example: (The numbers shown below are for illustration purposes only.)

Current index value at time of calculation	115.5
Divided by index for base period	110.0
Equals percentage change in index value	1.050
Base price	\$1,000.00
Multiplied by the percentage change in index value	1.050
Equals adjusted price	\$1,050.00

The same procedure shall be followed for each price adjustment authorized herein, using the current CPI for the new Price Adjustment Date and the CPI for the Base Period

Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the CPI data published as of the Price Adjustment Date, without regard to later revisions.

If the CPI index referred to above is discontinued, the Parties shall use the most nearly comparable statistics published by the BLS, or, if the BLS ceases to publish such statistics, those published by a recognized financial authority, as determined solely by City.

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for any given Line Item exceed 2% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 2% of the original base price.

Undisclosed Features. Vendor 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, Vendor warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. Vendor specifically disclaims any unilateral self-help remedies.

Intellectual Property.

Vendor shall pay all royalties and licensing fees. Vendor 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 Vendor has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

Upon receipt of notification that a third-party claims 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, Vendor will immediately:

Obtain, at Vendor'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.

Vendor 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

Vendor is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Vendor 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 Vendor or as modified without the permission of Vendor, so long as such modification is not the source of the infringement claim,

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

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

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Price Schedule, Included in this document

Attachment B – Contractors Responsibilities (Posted as a Separate Document)

Attachment C – Working with COSA (Posted as a Separate Document)

Attachment D – Certified of Interested Parties (Form 1295) (Posted as a Separate Document)

Attachment E – Honeywell's SaaS Terms (Posted as a Separate Document)

006 - GENERAL TERMS & CONDITIONS

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

Delivery of Goods/Services.

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

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

Purchase Orders. Vendor must have the purchase order before making any delivery.

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

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

Invoicing and Payment.

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

accounts.payable@sanantonio.gov

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

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

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

Information Required on Invoice.

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

extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

Payment by City.

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

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

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice or a credit memorandum for the disputed amount.

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

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

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

Termination.

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

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

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

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

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

INDEMNIFICATION.

VENDOR covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, CITY and the elected officials, employees, officers, directors, volunteers and representatives of CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon CITY arising out of, resulting from or related to VENDOR'S activities under this Agreement, including any acts or omissions of VENDOR, any agent, officer, director, representative, employee, consultant or subcontractor of VENDOR, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT VENDOR AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. In addition, VENDOR agrees to INDEMNIFY, DEFEND and HOLD CITY HARMLESS from any claim involving patent infringement, trademarks, trade secrets, and copyrights on goods supplied. The provisions of this INDEMNITY are solely for the benefit of the Parties 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 Article. VENDOR shall INDEMNIFY CITY for claims for bodily injury and property damage arising out of VENDOR's negligence or willful misconduct due to any act or omission under the Agreement, but in no event shall VENDOR be liable for any special, incidental, indirect, speculative, remote or consequential damages arising from or related to the services, equipment, materials, or any goods provided hereunder.

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

Ownership of Documents. Pursuant to Texas Local Government Code Chapter 201, any and all Records produced by Vendor pursuant to the provisions of this contract are the exclusive property of City; and no such Record shall be the subject of any copyright or proprietary claim by Vendor. The term "Record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic. Vendor understands and acknowledges that as the exclusive owner of any and all such Records, City has the right to use all such Records as City desires, without restriction. All rights, title and interest, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets and know-how), and moral rights (including rights of authorship and modification) throughout the world in and to the SaaS and all of its derivative works, modifications and improvements, are retained by Honeywell or its licensors and are Honeywell's confidential information.

Records Retention.

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

Vendor shall retain any and all Documents produced as a result of services provided hereunder for a period of four years ("Retention Period") from the date of termination of the contract. If, at the end of the Retention Period, there is litigation or other questions arising from, involving or concerning these Documents or the services provided hereunder,

Vendor shall retain the records until the resolution of such litigation or other such questions. Vendor acknowledges and agrees that City shall have access to any and all such Documents at any and all times, as deemed necessary by City, during said Retention Period. City may, at its election, require Vendor to return the documents to City at Vendor's expense prior to or at the conclusion of the Retention Period. In such event, Vendor may retain a copy of the documents.

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

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

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

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

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

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

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

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

Non-discrimination. As a condition of entering into this agreement, Vendor represents and warrants that it will comply with City's Commercial Nondiscrimination Policy, as described under Section III.C.1 of the SBEDA Ordinance. As part of such compliance, Vendor shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Vendor retaliate against any person for reporting instances of such discrimination. Vendor shall provide equal opportunity for

subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in City's Relevant Marketplace. Vendor understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification of Vendor from participating in City contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Vendor shall include this nondiscrimination clause in all subcontracts for the performance of this contract.

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

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

State Prohibitions on Contracts:

This section only applies to a contract that:

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

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

Prohibition on Contracts with Companies Boycotting Israel.

Texas Government Code §2271.002 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

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

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

Prohibition on Contracts with Companies Boycotting Certain Energy Companies.

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract.

"Boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described in (A).

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

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

Texas Government Code §2274 provides that a governmental entity may not enter into a contract with a company for goods or services, unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association.

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

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

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

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

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

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

007 - SIGNATURE PAGE

Signature Page.

By submitting a bid, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

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

Offeror Information

Please Print or Type

Vendor ID No. 1000652

Signer's Name John Hudson

Name of Business Honeywell Building Solutions

Street Address 4603 N. Stahl Park Road

City, State, Zip Code San Antonio, TX 78216

Email Address john.hudson@honeywell.com

Telephone No. (210) 240-6795

Fax No. (972) 470-4330

City's Solicitation No. 6100016470



Signature of Person Authorized to Sign Offer

008 - STANDARD DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

009 - ATTACHMENTS

Attachment A
PRICE SCHEDULE

Item No.	Item Description	Quantity (A)	Price for Each (B)	Extended Price (A * B)
Maintenance Agreement for Convention and Sports Facilities Enterprise Building Integrator (EBI) System				
1	Year 1 Price for Term: February 1, 2023- January 31, 2024	1 Each	\$1,527,000.00	\$1,527,000.00
2	Year 2 Price for Term: February 1, 2024- January 31, 2025	1 Each	\$1,527,000.00	\$1,527,00.00
<u>SPECIAL PROVISIONS – Smoke Control Test</u>				
Item No.	Item Description	Estimated Quantity (A)	Price for Each (B)	Extended Price (A * B)
3	Smoke Control Test	1 Each	\$63,637.00	\$63,637.00
4	Electrical Shut Down	1 Each	10,928.00	\$10,928.00
<u>SPECIAL PROVISIONS – Labor</u>				
Service Technical Labor for February 2023 – January 2024. Thereafter each year a CPI index rate will be applied.				
Item No.	Item Description	Estimated Quantity (A)	Price per Hour (B)	Extended Price (A * B)
5	Straight Time	1	\$165.68	\$165.68
6	Overtime	1	\$248.52	\$248.52
<u>Total Amount:</u>				\$3,251,139.20

Please complete the following:

Prompt Payment Discount: 2 % ¹⁰ business days. (If no discount is offered, Net 30 will apply.)

Delivery shall be made within 10 calendar days of receipt of City Purchase Order.

Representative/Order Contact Information:

Name JIMMY BORGI

Title Service Business Leader

Email jimmy.borgi@honeywell.com

Phone 972-342-4901

ATTACHMENT B

CONTRACTORS RESPONSIBILITIES
(Posted as a Separate Document)

ATTACHMENT C

WORKING WITH COSA LETTER
(Posted as a Separate Document)

ATTACHMENT D

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

The Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 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. In Box 3 of the form, provide the solicitation number shown on the cover page of this solicitation (e.g. IFB 6100001234, RFO 6100001234 or RFCSP 6100001234). The form 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 showing the Certification Number and Date Filed in the Certification of Filing box at the upper right corner. Sign Form 1295 and submit it with your response to this solicitation.

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.

ATTACHMENT E

HONEYWELL'S SAAS TERMS
(Posted as a Separate Document)