

AN ORDINANCE

2009-06-04-0450

**AUTHORIZING A CONTRACT WITH EAGLE INTEGRATED SOLUTIONS, INC., TO PROVIDE THE AVIATION DEPARTMENT, OPERATIONS & MAINTENANCE DIVISION, WITH AIRFIELD INSPECTION SOFTWARE FOR A TOTAL COST OF \$64,940.00.**

\* \* \* \* \*

**WHEREAS**, the City's Aviation Department requires software that will perform mandated FAA airfield inspections and reporting on a daily basis utilizing computers installed in vehicles; and

**WHEREAS**, Eagle Integrated Solutions, Inc., is a sole source provider of airfield inspection software which includes a global positioning system and computer aided design features; **NOW THEREFORE**,

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

**SECTION 1.** The offer of Eagle Integrated Solutions, Inc., a sole source provider, in the amount of \$64,940.00, to provide the City of San Antonio ITSD with airfield inspection software, training, a one year warranty and support, is hereby approved. A copy of the Request for Offer and Bid Tab are attached hereto and incorporated herein as **Attachment 1**.

**SECTION 2.** Funding for this ordinance is available as part of the FY09 budget per the table below:

Amount	Cost Center	General Ledger	SAP Fund
\$64,940.00	3302200001	5709085	51001000

**SECTION 3.** Payment not to exceed \$64,940.00 is authorized to Eagle Integrated Solutions, Inc. and should be encumbered with a purchase order.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City

Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This Ordinance shall be effective on the tenth day after passage.

**PASSED AND APPROVED** this 4th day of June, 2009.



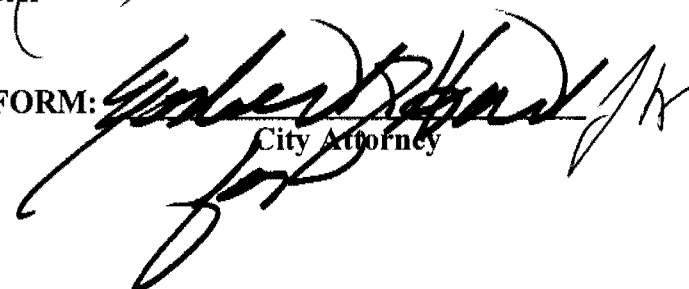
M A Y O R

**JULIÁN CASTRO**

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

<b>Agenda Item:</b>	<b>10 ( in consent vote: 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 20, 21, 22, 23, 24, 25, 29, 30, 32 )</b>						
<b>Date:</b>	06/04/2009						
<b>Time:</b>	10:58:40 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing a contract with Eagle Integrated Solutions, Inc., to provide the Aviation Department, Operations & Maintenance Division, with airfield inspection software for a total cost of \$64,940.00. [Sharon De La Garza, Assistant City Manager; Janie Cantu, Director, Purchasing & General Services]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julian Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Sheila D. McNeil	District 2		x				
Jennifer V. Ramos	District 3		x				
Philip A. Cortez	District 4		x				
Lourdes Galvan	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				x
Diane G. Cibrian	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

## City of San Antonio Bid Tabulation

Opened: May 1, 2009			<b>Sole Source</b> Eagle Integrated Solutions, Inc. 10 Trent Drive Campbellford, Ontario, Canada, K0L 1L0 866-241-3264
For: Airfield Inspection Software			
09-093		LS	
Item	Description	Quantity	
1	AIROps™ FAR Part 139 Airfield Inspection Software with Global Positioning System and Computer Aided Design Features - First Seat	1	
	Price Per Each		\$38,200.00
	Price Total		\$38,200.00
2	Second Seat	1	
	Price Per Each		\$26,740.00
	Price Total		\$26,740.00
	Estimated Total		\$64,940.00
	Estimated Total Award		\$64,940.00

## ATTACHMENT 1

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

Issued By: LS  
RFO NO.: 09-093-LS

Date Issued: April 27, 2009  
Page 1 of 14

**REQUEST FOR OFFERS  
FOR  
AIRFIELD INSPECTION SOFTWARE**

PLEASE REVIEW THE TERMS AND CONDITIONS FOR THIS REQUEST AND  
PROVIDE YOUR OFFER NO LATER THAN 10:00 A.M., MAY 1, 2009.

The City of San Antonio Purchasing and Contract Services Department is willing to assist any vendor(s) in the interpretation of provisions or explanation of how forms are to be completed. Assistance can be received by visiting the Purchasing and General Services Office in the Riverview Towers Building, 111 Soledad, Suite 1100, or by calling (210) 207-7260.

It is the policy of the City of San Antonio to involve qualified Small, Minority, Woman-owned, and local business in construction, procurement, professional services, and leases and concessions contracting. The City of San Antonio has established the following minority business enterprise (MBE), woman business enterprise (WBE), African-American business enterprise (AABE), and small business enterprise (SBE) utilization goals:

MBE Goal: 15% WBE Goal: 10%  
AABE Goal: 3% SBE Goal: 50%

This invitation includes these forms:

Request for Offer  
Terms and Conditions of RFO

Specifications and General Requirements  
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the offer or to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying offers sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

Firm Name: Eagle Integrated Solutions Incorporated

Telephone Number: 705-653-2956

Address: PO Box 670  
10 Trout Drive

City, State, and Zip Code: Campbellford, Ontario, Canada

Signature of Person Authorized to Sign Offer

Signer's Name: Paul Cudmore KOL 110

(Please Print or Type)

Please complete the following:

Email Address: paulc@team-eagle.ca

Please check the following blanks which apply to your company:

Ownership of firm (51% or more): Please complete the following:

☐ Non-minority ☐ Hispanic ☐ African-American ☐ Other Minority (specify) \_\_\_\_\_  
☐ Female Owned ☐ Handicapped Owned ☐ Small Business (less than \$1 million annual receipts or 100 employees)  
Indicate Status: ☐ Partnership ☒ Corporation ☐ Sole Proprietorship ☐ Other (specify) \_\_\_\_\_

Tax Identification Number: 98-0466068

FOR CITY USE ONLY

AWARD

Items Accepted: \_\_\_\_\_ Ordinance No: \_\_\_\_\_ Date: \_\_\_\_\_ Amount: \_\_\_\_\_

Approved: \_\_\_\_\_

CITY OF SAN ANTONIO

## **STANDARD CONTRACT TERMS AND CONDITIONS**

### **READ CAREFULLY**

#### **1. GENERAL CONDITIONS**

Vendors are required to submit their offer upon the following expressed conditions:

- a. Vendors shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- b. Vendors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation conditions. No plea of ignorance by the vendor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the vendor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- c. Vendors are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any offer, after being opened, becomes subject to the Open Information Act, Government Code Chapter 552, therefore Vendors must clearly indicate any portion of the submitted offer that the vendor claims is not subject to public inspection under the Open Information Act.
- d. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

#### **2. PREPARATION OF OFFERS**

Offers will be prepared in accordance with the following:

- a. All information required by the request shall be furnished or the offer may be rejected. The vendor shall print or type name and manually sign the request for quote.
- b. Where there is a discrepancy between the unit price and the extended price, the unit price shall prevail.
- c. Any offer that is considered for award on an "all or none" basis must include a price quote for all units or line items. 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 the vendor wishes to be considered. Any ambiguity in the offer as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.
- d. Alternate offers may be allowed at the sole discretion of the City.
- e. Vendors will neither include federal taxes nor State of Texas limited sales excise and use taxes in quoted prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by vendor.

### **3. DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each offer must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

### **4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS**

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Vendor agrees that if this offer is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, vendor agrees, by submittal of this offer, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

### **5. SAMPLES, DEMONSTRATIONS AND TESTING**

At the City's request and direction, vendor shall provide product samples and/or testing of items offered to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within ten days. Failure to provide samples prior to award of contract will disqualify vendor from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the vendor. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, ten days after award of the contract.

### **6. REJECTION OF OFFERS**

#### **a. The City may reject an offer if:**

- 1) The vendor misstates or conceals any material fact in the proposed offer; or
- 2) The offer does not strictly conform to law or the requirements of the request;
- 3) The offer is conditional, except that the vendor may qualify the offer for acceptance by the City on an "All or None" basis or a "Low Item" basis. An "All or None" basis offer must include all items upon which offers are invited.

#### **b. In the event that a vendor is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the offer, or if awarded the contract, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent vendor as a result of such contract.**

#### **c. The City may, however, reject any offer whenever it is deemed in the best interest of the City to do so, and may reject any part of an offer unless the offer has been qualified as provided in Par. 6 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any offer, to include failure to submit sufficient documentation, failure to submit literature or similar attachments, or business affiliation information.**

## **7. CLARIFICATION TO SPECIFICATIONS**

- a. If any person contemplating submitting a quote for this contract is in doubt as to the true meaning of the specifications, other related documents, or any part thereof, he/she may submit to the City Director of Purchasing and Contract Services on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the offer, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving solicitations. The City will not be responsible for any other explanation or interpretation of the proposed offer made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this request must be filed in writing with the Director of Purchasing and Contract Services on or before seven calendar days prior to the scheduled opening.
- b. The City reserves the right to request clarification to assist in evaluating the vendor's response when the vendor response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the quote response in any fashion and such information must be provided within two days from request.

## **8. AWARD OF CONTRACT**

- a. The City reserves the right to accept any item or group of items on this quote, unless the vendor qualifies his/her offer by specific limitations. Re Par. 6 (a) 3 above.
- b. A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful vendor results in a binding contract without further action by either party.
- c. The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of offers when future usages are unable to be determined.
- d. Although the information furnished to Vendors specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

## **9. CONTRACT TERMINATION**

### **TERMINATION-BREACH:**

- a. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing and Contract Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

### **TERMINATION-NOTICE:**

- b. The City may terminate this contract without cause. The City shall be required to give the vendor notice ten days prior to the date of termination of the contract without cause.



**TERMINATION-FUNDING:**

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

**10. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the 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 the successful vendor under this contract and that the successful vendor has no authority to bind the City.

**11. REQUEST FOR INFORMATION**

Any party who wishes to be provided documents relating to this procurement shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

**12. PATENTS/COPYRIGHTS**

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

**13. INDEMNITY**

**BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. 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 BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

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

**14. INSURANCE**

If required, specific insurance provisions will be included in specifications. An original, certified copy of an insurance certificate must be submitted within **ten** days from request. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in specifications. Failure to provide this document may result in rejection of offer.

**15. CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing and Contract Services Department.

**16. ASSIGNMENT**

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing and Contract Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

**17. QUESTIONS**

Questions regarding interpretation of this request should be directed to the Purchasing and General Services Department at (210) 207-7260 and referenced by request name and number indicated on page one. You may call Laura Sambrano, Senior Procurement Specialist, directly at (210) 207-4045 or email [laura.sambrano@sanantonio.gov](mailto:laura.sambrano@sanantonio.gov).

**18. SOLE SOURCE EXEMPTION**

Local Government Code chapter §252.022 allows an exemption from competitive bidding for purchases considered to be "Sole Source" or a purchase for good or service available from one vendor only. By accepting the terms and conditions of this request, vendor acknowledges and makes claim to be a sole provider of requested products or services.

**Vendor must provide a statement describing the proprietary nature of the good or service as well as a statement that no other like good or service is available.** This statement shall be submitted, along with the offer, on company letterhead and be signed by an authorized representative of the company. (ATTACHMENT A)

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## **SPECIFICATIONS AND GENERAL REQUIREMENTS**

**SCOPE:** The City of San Antonio is soliciting offers to purchase airfield inspection software in accordance with the specifications listed herein. This software is needed to perform mandated airfield inspections and reporting performed daily as well as assist in correction, tracking of any identified airfield discrepancies by the Aviation Department, Operation & Maintenance Division, and support safety management systems that are currently in use. Airfield inspection and reporting is required under the Federal Aviation Administration Airport Operating Certification. Software installation, training, and one year warranty and support should all be included in this offer.

### **GENERAL CONDITIONS:**

1. All prices shall be quoted F.O.B., designated City of San Antonio facility.
2. Delivery - All deliveries will be coordinated with Ryan Rocha, San Antonio Aviation Department, at (210) 207-3477. Delivery to a non-specified location will result in non-acceptance of the equipment by the City. All deliveries must be pre-arranged.
3. For questions regarding offer procedures, contact Laura Sambrano, Senior Procurement Specialist at (210) 207-4045 or via email at [laura.sambrano@sanantonio.gov](mailto:laura.sambrano@sanantonio.gov).

### **SPECIFICATIONS:**

1. AIROPs™ FAR Part 139 Airfield Inspection Software with Global Positioning System (GPS) and Computer Aided Design (CAD) Features.
2. To include:
  - a. Collection, Transfer, Storage and Analysis of Daily Log and Part 139 data.
  - b. Clickable GPS based map, work order generation, and a desired sign in/sign out process.
  - c. Provide historic vehicle tracks and in vehicle visual audio incursion warnings.
  - d. Software must deploy on a windows based computer.
  - e. Price should include installation, training, and a one year warranty and support.

### **INSURANCE REQUIREMENTS:**

1. Prior to the commencement of any work under this Agreement, Bidder shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City's Purchasing & General Services Department, which shall be clearly labeled "Airfield Inspection Software" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Purchasing & Contract Services Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

2. The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when

deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

3. A Bidder's financial integrity is of interest to the City; therefore, subject to Bidder's right to maintain reasonable deductibles in such amounts as are approved by the City, Bidder shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Bidder'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:

TYPE	AMOUNTS
Broad Form Commercial General Liability Insurance to include coverage for the following: a. Premises operations b. Independent Contractors c. Products/completed operations d. Personal Injury e. Contractual Liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

4. The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Bidder shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Bidder shall pay any costs incurred resulting from said changes. All notices under this Article shall be given to City at the following address:

City of San Antonio  
Attn: Purchasing & General Services Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

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

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

- b) Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- c) Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- d) Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.
- e) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Bidder shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Bidder's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.
- f) In addition to any other remedies City may have upon Bidder's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, City shall have the right to order Bidder to stop work hereunder, and/or withhold any payment(s) which become due, to Bidder hereunder until Bidder demonstrates compliance with the requirements hereof.
- g) Nothing herein contained shall be construed as limiting in any way the extent to which Bidder may be held responsible for payments of damages to persons or property resulting from Bidder's or its subcontractors' performance of the work covered under this Agreement.
- h) It is agreed that Bidder's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.
- i) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.
- j) Bidder and any Subcontractors are responsible for all damage to their own equipment and/or property.

#### **FUNDING OUT CLAUSE:**

1. In the event that through no action initiated by the City of San Antonio, the City's legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, the City of San Antonio shall, 30 days prior to the beginning of the fiscal year for which funds are not appropriated, send the successful vendor written notice stating that the City of San Antonio failed to appropriate funds.

#### **INTELLECTUAL PROPERTY:**

1. If selected, Respondent agrees to abide by the following regarding intellectual property rights:  
Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's

fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

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

Either:

- a. obtain, at Respondent's sole expense, the necessary license(s) or rights that would allow the City to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
- b. alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
- c. reimburse the City for any expenses incurred by the City to implement emergency backup measures if the City is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

Respondent further agrees to:

- a. assume the defense of any claim, suit, or proceeding brought against the City for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,
- b. 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:

- a. Respondent is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the City during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the City,
- b. that the Software or the equipment is used by the City in the form, state, or condition as delivered by Respondent or as modified without the permission of Respondent, so long as such modification is not the source of the infringement claim,
- c. that the liability claimed shall not have arisen out of the City's negligent act or omission, and
- d. that the City promptly provide Respondent with written notice within 15 days following the formal assertion of any claim with respect to which the City asserts that Respondent assumes responsibility under this section.

**PRICE SCHEDULE**

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	1 Each	AIROPS™ FAR Part 139 Airfield Inspection Software with Global Positioning System and Computer Aided Design Features, First Seat Price: \$ <u>38,200.00</u> each
2	1 Each	Second Seat Price: \$ <u>26,740.00</u> each
		Price Total: \$ <u>64,940.00</u> USD

Brand and Manufacturer # \_\_\_\_\_

DELIVERY: Delivery will be made within 120 calendar days after issuance of purchase order.

PLEASE NOTE THAT DELIVERY DATE IS  
CONTINGENT UPON ITEMS REQUIRED TO BE PUT  
IN PLACE BY SAN ANTONIO. FROM PAST  
EXPERIENCE, THESE ITEMS MAY CAUSE  
DELIVERY DATE DELAYS

- COMPUTER PROCUREMENT + INSTALLATION
- IT RESOURCE AVAILABILITY
- BETA VERSION REVIEW + FEEDBACK

**SOLE SOURCE DOCUMENTATION**  
**ATTACHMENT A:**

Vendor must provide a statement from describing the proprietary nature of the good or service and well as a statement that no other like good or service is available. This statement shall be submitted, along with the offer, on company letterhead and be signed by an authorized representative of the company.

PLEASE SEE THE ATTACHED DOCUMENT.



**IMPORTANT MAILING OR FAX INSTRUCTIONS:**

**MAIL TO:** CITY OF SAN ANTONIO  
PURCHASING AND GENERAL SERVICES  
P.O. BOX 839966  
SAN ANTONIO, TX 78283-3966

**PHYSICAL ADDRESS:** PURCHASING AND GENERAL SERVICES DEPARTMENT  
C/O LAURA SAMBRANO  
CITY OF SAN ANTONIO  
111 SOLEDAD, SUITE 1100  
SAN ANTONIO, TX 78205

**MARK ENVELOPE:** "REQUEST FOR OFFER FOR AIRFIELD INSPECTION SOFTWARE"  
REQUEST TO BE OPENED 10:00 A.M., MAY 1, 2009.  
REQUEST NO.: 09-093-LS

**COPY MAYBE  
FAXED TO:** LAURA SAMBRANO  
Senior Procurement Specialist  
Fax # 210-207-4029

**REMARKS:**

**CITY OF SAN ANTONIO  
PURCHASING DEPARTMENT  
CERTIFICATE OF EXEMPTION FROM  
COMPETITIVE BID OR PROPOSAL REQUIREMENTS**

Date April 28, 2009

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals, before entering into a contract requiring an expenditure in excess of \$50,000 except as specified below:

(Please check which exemption you are certifying)

- |   |   |
|---|---|
| <input type="checkbox"/> a procurement made because of a public calamity that requires funds to relieve the needs of the residents or to preserve city property | <input type="checkbox"/> paving, drainage, street widening and other public improvements or related matter where at least one-third of the costs are paid by special assessments  |
| <input type="checkbox"/> a procurement to preserve or protect the public health or safety of the city's residents   | <input type="checkbox"/> a public improvement project which has been authorized but for which there is deficiency of funds to complete in accordance with the plans as authorized |
| <input type="checkbox"/> a procurement necessary because of unforeseen damage to machinery, equipment or other property   | <input type="checkbox"/> a payment under a contract by which a developer participates in the construction of a public improvement as provided by subchap. c, ch 212.              |
| <input type="checkbox"/> a procurement for personal, professional or planning services  | <input type="checkbox"/> personal property sold   |
| <input type="checkbox"/> a procurement for work that is performed and paid for by the day as the work progresses  | <input type="checkbox"/> services performed by blind or severely disabled persons   |
| <input type="checkbox"/> a purchase of land or right-of-way   | <input type="checkbox"/> goods purchased by a municipality for subsequent retail sale by the municipality   |
| <input checked="" type="checkbox"/> a procurement of items available from only one source   | <input type="checkbox"/> electricity  |
| <input type="checkbox"/> a purchase of rare books, papers and other materials for a public library  |   |

This Certificate of Exemption is executed and filed with the Purchasing Department as follows:

1. The undersigned is authorized to approve an exemption.
2. An exemption according to Section 252.022 of the Local Government Code exists. More specifically, the following event has occurred:

This system will be used to perform mandated airfield inspections and reporting performed daily and assist in the timely correction, tracking of any identified airfield discrepancies by Operations/Maintenance, and support Safety Management Systems. The airfield inspection and reporting is required under the airport's FAA Airport Operating Certificate.

3. Because the exemption stated above exists, the City of San Antonio intends to contract with Eagle Intergrated Source Inc.

which will cost approximately \$ \_\_\_\_\_

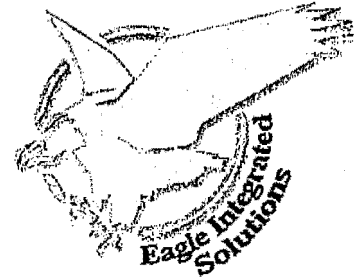
D. E. Roca  
Originator

T. O. H. M.S.  
Department Director Approval

\_\_\_\_\_  
City Manager or designee (signature for approval required only for ratification by City Council)

# Eagle Integrated Solutions Inc.

10 Trent Drive, P.O. Box 670, Campbellford, Ontario, Canada, K0L 1L0



April 24, 2009

City of San Antonio  
Purchasing and General Services  
P.O. Box 839966  
San Antonio, Texas  
78282-3966

## Re: Sole Source Documentation

As per RFO No:09-093-LS, please accept this letter as the Sole Source Documentation requirement as outlined on page 12.

This letter confirms that the AIROps™ Airfield Inspection and Reporting application is produced exclusively by Eagle Integrated Solutions Incorporated.

We believe that no other good or service is available that provides:

- A software application totally customized for San Antonio Airfield Operations
  - o We will work with airport staff to develop the specific process map, requirements, beta version and final version
  - o We can also support future changes to the application if and when required
- The integration of GPS and CAD into the inspection application
  - o This supports
    - Rule based logic as per San Antonio's requirements
    - Pre-set routes and incursion warnings as per San Antonio's requirements
    - Interaction with specific airfield assets such as lights
    - Historical data tracking, analysis and reporting
- A complimentary suite of other airfield related applications such as
  - o A Driver's Enhanced Vision System (EagleEye™)
  - o A vehicle tracking and incursion management system (ATIMS™)
  - o Other airfield inspection related modules for Wildlife,, Fuel Farms etc.

Your consideration in this matter is greatly appreciated. Please let me know if have any additional questions or require any additional information.

Sincerely,

*Paul Cudmore*

General Manager

Telephone (866) 241-3264 • Fax (705) 653-4732 • [www.eagleintegrated.net](http://www.eagleintegrated.net)

*Your Airfield Solutions Partner*

Eagle Integrated Solutions Incorporated is a member of the Team Eagle Group of Companies