AN ORDINANCE 2015-04-02-0212

AUTHORIZING A CONTRACT WITH INFAX, INC. FOR A VIDEO-BASED QUEUE MEASUREMENT SYSTEM WHICH WILL PROVIDE ESTIMATED WAIT TIMES FOR PASSENGERS ENTERING THE SAN ANTONIO INTERNATIONAL AIRPORT TERMINAL A SECURITY CHECKPOINT FOR A CUMULATIVE AMOUNT OF $110,680.00, FUNDED WITH THE IT OPERATIONS AND MAINTENANCE FUND.

* * * * *

WHEREAS, the San Antonio International Airport requires a video-based queue measurement system to provide estimated wait times for passengers entering the San Antonio International Airport Terminal A; and

WHEREAS, the City issued a Request for Competitive Sealed Proposal for "Annual Contract for Queue Measurement System for San Antonio International Airport" (RFCSP 6100005065) on November 12, 2014, with the evaluation team selecting the proposal of Infax, Inc.; NOW THEREFORE,

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

SECTION 1. An agreement with Infax, Inc., for a video-based queue measurement system which will provide estimated wait times for passengers entering the San Antonio International Airport Terminal A security checkpoint, for a cumulative amount of $110,680.00, is hereby approved. A copy of the amendment is attached hereto and is incorporated by reference as Attachment I. The Director or their designee is authorized to execute the amendment and any related documents.

SECTION 2. Funding for this ordinance is available as part of the Fiscal Year 2015 budget per the table below:

Amount	General Ledger	Cost Center	Fund
$63,902.00	5201040	3305030003	51001000
$15,609.00	5404520	3305030003	51001000
$13,321.00	5501000	3305030003	51001000
Total Amount $92,832.00			

SECTION 3. Future funding through the term of this contract is contingent upon City Council approval of subsequent fiscal year budgets.

SECTION 4. Payment not to exceed the budgeted amount is authorized to Infax, Inc. and should be encumbered with a purchase order.
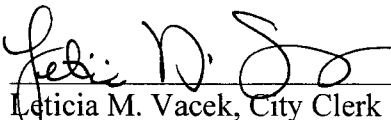
SECTION 5. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 6. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.
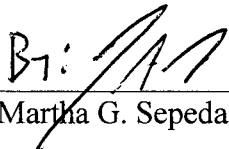
PASSED and APPROVED this 2nd day of April, 2015.

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

By:

Martha G. Sepeda, Acting City Attorney

Agenda Item:	12
Date:	04/02/2015
Time:	11:42:35 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a contract with Infax, Inc. for a video-based queue measurement system which will provide estimated wait times for passengers entering the San Antonio International Airport Terminal A security checkpoint for a cumulative amount of $110,680.00, funded with the IT Operations and Maintenance Fund. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Director, Finance]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor	x					
Roberto C. Trevino	District 1		x				
Alan Warrick	District 2		x				
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x			x	
Michael Gallagher	District 10		x				x

INTEGRATION AGREEMENT FOR
QUEUE MEASUREMENT SYSTEM FOR SAN ANTONIO INTERNATIONAL AIRPORT
REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")
NO.: 6100005065 (RFCSP)

BETWEEN THE CITY OF SAN ANTONIO, TEXAS
AND
INFAX, INC.

STATE OF TEXAS   §
                        §
COUNTY OF BEXAR   §

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), and Infax, Inc., (Infax), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0   CONTRACT DOCUMENTS

1.1   The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

    a.   This Integration Agreement, including;

    b.   City's Request for Competitive Sealed Proposal No.: 6100005065 (RFCSP) (Exhibit A), including all attachments, addendums and clarification statements thereto; and

    c.   Infax Proposal (Exhibit B).

2.0   INSURANCE

2.1   Prior to the commencement of any work under this Contract, **INFAX** shall furnish copies of all required endorsements and a completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "**Queue Measurement System**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The **CITY** will not accept Memorandum of Insurance or Binders as proof of insurance. The 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 Contract until such Certificate and endorsements have been received and approved by the City's Aviaton Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

2.2 **CITY** reserves the right to review the insurance requirements of this Article during the effective period of this Contract 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 Contract. In no instance will **CITY** allow modification whereupon **CITY** may incur increased risk.

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. 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 f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage $100,000
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 To be maintained and in effect for no less than two years subsequent to the completion of the professional services	$1,000,000 per claim, to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any act, malpractice, error, or omission in professional services.

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

2.5 **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). **INFAX** 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. **INFAX** shall pay any costs incurred resulting from said changes.

<div align="center">

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

</div>

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

- Name the **CITY**, its officers, officials, employees, volunteers, and elected representatives as <u>additional insured by endorsement</u>, as respects operations and activities of, or on behalf of, the named insured performed under contract with the **CITY**, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the **CITY** is an additional insured shown on the policy;

- Workers' compensation, employers' liability, auto liability and general liability policies will provide a waiver of subrogation in favor of the **CITY**; and

- Provide advance written notice directly to **CITY** of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

2.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, **INFAX** shall provide a replacement Certificate of Insurance and applicable endorsements to **CITY**. **CITY** shall have the option to suspend **INFAX'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 Contract.

2.8 In addition to any other remedies the **CITY** may have upon **INFAX'S** failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the **CITY** shall have the right to order **INFAX** to stop work hereunder, and/or withhold any payment(s) which become due to **INFAX** hereunder until **INFAX** demonstrates compliance with the requirements hereof.

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

2.10 It is agreed that **INFAX'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 Contract.

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

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

3.0 INDEMNIFICATION AND RELATED PROVISIONS

3.1 **Infax 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 Infax's activities under this Contract, including any acts or omissions of Infax, any agent, officer, director, representative, employee, Infax or subcontractor of Infax, 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 INFAX 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.

3.2   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. INFAX shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or INFAX known to INFAX related to or arising out of INFAX's activities under this Contract and shall see to the investigation and defense of such claim or demand at INFAX's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving Infax of any of its obligations under this paragraph.

3.3   INFAX shall retain defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. Failure of the CITY to provide a written rejection of INFAX'S counsel, including reasonable cause, within (3) days of receipt of INFAX'S notice shall constitute acceptance of INFAX'S counsel. If INFAX fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and INFAX shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

3.4   Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of INFAX, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for INFAX or any subcontractor under worker's compensation or other employee benefit acts.

4.0   LAW APPLICABLE

4.1   THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

4.2   Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Contract shall be heard and determined in the City of San Antonio, Bexar County, Texas.

5.0   ENTIRE AGREEMENT

This Agreement, together with its 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 Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

SAN ANTONIO AVIATION DEPTARTMENT   **INFAX, INC.**

_____   _____

Troy Elliott   Print Name: _DAVID MICHAEL DAVIS_
Director of Finance   Title: _PRESIDENT_

Date: _____   Date: _March 4, 2015_

Approved as to Form:

_____
Assistant City Attorney

CITY OF SAN ANTONIO

AVIATION DEPARTMENT

**REQUEST FOR COMPETITIVE SEALED PROPOSAL
("RFCSP")**

for

QUEUE MEASUREMENT SYSTEM FOR SAN ANTONIO INTERNATIONAL AIRPORT

RFCSP 014-066; 6100005065

Release Date: NOVEMBER 12, 2014
Proposals Due: DECEMBER 12, 2014

EXHIBIT A

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003 BACKGROUND

Background - The City of San Antonio/Aviation Department ("City") is seeking the turn-key design, installation, activation, and on-going maintenance of a Video-Based Queue Measurement System ("System") for the Transportation Security Administration ("TSA") Security Checkpoint ("Checkpoint") queue line in Terminal A (only) at the San Antonio International Airport ("Airport"). Once installed, the System will measure and display the estimated wait time for the last person in the queue line at the Checkpoint on a continuous basis.

To be considered, the proposed System must accurately estimate the wait times for the Checkpoint to within 3 minutes and be able to be integrated with the Airport's Multi-User Flight Information Display System ("MUFIDS") and the Airport's regular and mobile websites (collectively "Websites").

The selected vendor will provide the system and 5 years of maintenance/support services.

Access to electricity and Airport's IT network will be provided by the City.

004 SCOPE OF SERVICE

The selected respondent will be required to complete all services in the "Queue Measurement RTM" spreadsheet found as RFCSP Attachment A, Part Three, Proposed Plan, Question #1.

005 ADDITIONAL REQUIREMENTS

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

Sections:
Venue, Jurisdiction and Arbitration
Intellectual Property
Undisclosed Features
Ownership and Licenses
Certifications
Acceptance Criteria (if required)

Exhibits:
Insurance Requirements
Indemnification Requirements

Venue, Jurisdiction and Arbitration. For any dispute or claim arising under the award of a contract for this proposal, venue shall be in Bexar County, Texas, and the laws of the State of Texas shall apply. The City will not contractually agree to engage in binding arbitration and will not contractually agree to relinquish its right to a trial by jury.

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

Upon receipt of notification that a third party 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, Respondent will immediately:

Either:

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

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

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

Respondent further agrees to:

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

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

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

Provided that:

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

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

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

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

Undisclosed Features. CONTRACTOR warrants that the code and software provided to the City of San Antonio under this agreement does not contain any undisclosed features or functions that would impair or might impair the CITY'S use of the equipment, code or software. Specifically, but without limiting the previous representation, CONTRACTOR warrants there is no "Trojan Horse," lock, "time bomb," backdoor or similar routine. This Agreement shall not now nor will it hereafter be subject to the self-help provisions of the Uniform Computer Information Transactions Act or any other law. CONTRACTOR specifically disclaims any unilateral self-help remedies.

Ownership and Licenses.

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

The term "local government record" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officials or employees pursuant to law including an ordinance, or in the transaction of official business.

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFCSP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during

the course of performance of the contract to any entity without City's written permission, unless required to do so by a Court of competent jurisdiction.

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

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

006 TERM OF CONTRACT

A contract awarded in response to this RFCSP will be for an initial three (3) year period. The City shall have the option to renew for two additional, one year periods at the City's discretion and as approved by the Director of Finance, without further Council action.

007 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at **San Antonio International Airport, Terminal B Mezzanine Conference Room, 9800 Airport Blvd., San Antonio, TX 78216** at **3:00 p.m., Central Time**, on **November 21, 2014**. Respondents are encouraged to prepare and submit their questions in writing 2 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date 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. The San Antonio International Airport is wheelchair accessible. Accessible parking spaces are located in the Hourly Parking Garage. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

Any oral response given at the Pre-Submittal Conference that is not confirmed in writing and posted with this solicitation shall not be official or binding on the City. Only written responses shall be official and all other forms of communication with any officer, employee or agent of the City shall not be binding on the City. Respondents are encouraged to resubmit their questions in writing, to the City Staff person identified in the Restrictions on Communication section, after the conclusion of the Pre-Submittal Conference.

008 PROPOSAL REQUIREMENTS

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

Respondent shall submit one original hardcopy, signed in ink, and four (4) hardcopies of the proposal and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "QUEUE MEASUREMENT SYSTEM, RFCSP 014-066; 6100005065", on the front of the package.

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

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RESPONDENT QUESTIONNAIRE. Use the Forms found in this RFCSP as Attachment A, Part One. Respondent Questionnaire includes the following:

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

PROPOSAL PLAN AND SOLUTION. Use the Form found in this RFP as Attachment A, Part Three. Prepare and submit the proposal based on the requirements stated in the RFCSP.

CONTRACTS DISCLOSURE FORM. Use the Form in RFCSP Attachment B which is posted separately or Respondent may download a copy at:

https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf.

Instructions for completing the Contracts Disclosure form:

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

Click on the "Print" button and place the copy in your proposal as indicated in the Proposal Checklist.

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

PRICING SCHEDULE. Use the Pricing Schedule that is found in this RFCSP as Attachment D.

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

VETERAN-OWNED SMALL BUSINESS (VOSB) PREFERENCE PROGRAM TRACKING FORM.
Complete and return as Attachment F.

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

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

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

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

009 CHANGES TO RFCSP

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

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

010 SUBMISSION OF PROPOSALS

Proposals may be submitted electronically though the portal or in hard copy format.

Submission of Hard Copy Proposals.

Respondent shall submit one original hardcopy, signed in ink, and four (4) hardcopies of the proposal and one (1) compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "QUEUE MEASUREMENT SYSTEM", "RFCSP 6100005065", on the front of the package.

Proposals must be received in the Office of the City Clerk no later than 2:00 p.m., Central Time, on **Friday, December 12, 2014** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:
Office of the City Clerk
Attn: Aviation Department "Queue Measurement System"
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:
Office of the City Clerk
Attn: Aviation Department "Queue Measurement System"
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

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

Proposal Format. Each proposal shall be typewritten, single spaced and submitted on 8 ½" x 11" white paper. If submitting a hard copy, place proposal inside a three ring binder or other securely bound fashion. The use of recycled paper and materials is encouraged. Unnecessarily elaborate brochures, artwork, bindings, visual aides, expensive paper or other materials beyond that sufficient to present a complete and effective submission are not required. Font size shall be no less than 12-point type. All pages shall be numbered and, in the case of hard copy submissions, printed two-sided. Margins shall be no less than 1" around the perimeter of each page. Websites, or URLs shall not be submitted in lieu of the printed proposal. Each proposal must include the sections and attachments in the sequence listed in the RFCSP Section 008, Proposal Requirements, and each section and attachment must be indexed and, for hard copy submissions, divided by tabs and indexed in a Table of Contents page. For electronic submissions, on a CD, each separate section should be attached as a separate file. Failure to meet the above conditions may result in disqualification of the proposal or may negatively affect scoring.

Modified Proposals. Proposals may be modified provided such modifications are received prior to the due date for submission of proposals and submitted in the same manner as original proposal. For hard copy proposals, provide a cover letter with the proposal, indicating it is a modified proposal and that the Original proposal is being withdrawn. For electronic proposals, a modified proposal will automatically replace a prior proposal submission.

Correct Legal Name.

Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). No nicknames, abbreviations (unless part of the legal title), shortened or short-hand, or local "handles" will be accepted in lieu of the full, true and correct legal name of the entity. These names shall comport exactly with the corporate and franchise records of the Texas Secretary of State and Texas Comptroller of Public Accounts. Individuals and proprietorships, if operating under other than an individual name, shall match with exact Assumed Name filings. Corporate Respondents and limited liability company Respondents shall include the 11-digit Comptroller's Taxpayer Number on the Respondent Questionnaire form found in this RFCSP as Attachment B.

If an entity is found to have incorrectly or incompletely stated its name or failed to fully reveal its identity on the General Information form, the Director of Aviation shall have the discretion, at any point in the contracting process, to suspend consideration of the proposal.

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

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

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

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

Changes that do not involve an increase in contract price may be made by the City's Chief Technology Officer (CTO).

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

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

Travel and Related Expenses. All proposed costs shall be inclusive of all Vendor's costs including, but not limited to, staffing, administrative overhead, travel, lodging, and any other expenses that may be incurred by the Vendor. The City of San Antonio will not separately reimburse the Vendor for any expenses beyond what the Vendor includes in their pricing proposal.

Confidential or Proprietary Information. All proposals become the property of the City upon receipt and will not be returned. Any information deemed to be confidential by Respondent should be clearly noted; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Respondent may not be considered confidential under Texas law, or pursuant to a Court order. Respondent acknowledge that exemptions to Public Information Act requests may require a brief to be submitted to the Texas Attorney General explaining why the claimed exceptions apply to the information in issue. The City shall not be obligated to submit the brief supporting those claimed exceptions. Respondent shall be solely responsible for submitting the brief and the documents in issue to the Texas Attorney General.

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

011 RESTRICTIONS ON COMMUNICATION

Respondents are prohibited from communicating with: 1) elected City officials and their staff regarding the RFCSP or proposals from the time the RFCSP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFCSP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFCSP and/or proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until **2:00 p.m.**, Central Time, on **Tuesday, December 2, 2014**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

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

Questions submitted and the City's responses will be posted with this solicitation.

Respondents and/or their agents are encouraged to contact the Small Business Office of the Aviation Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development

Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), **if any**. The point of contact is Ms. Lisa Brice and may be reached by telephone at (210) 207-3505 or by e-mail at lisa.brice@sanantonio.gov. Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than seven (7) calendar days from the date letter was sent. The letter will indicate the name and address for submission of requests for review.

012 EVALUATION CRITERIA

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

Evaluation criteria:

Experience, Background, Qualifications (40 points)

Proposed Plan (40 points)

Pricing (20 points)

013 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

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

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

If selected, Respondent will be required to comply with the Insurance and Indemnification Requirements established herein. If Respondent takes exception to the terms and conditions of this RFCSP, the City may deem the Respondent non-responsive and not evaluate their proposal.

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

Conflicts of Interest. Respondent acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with City or any City agency such as City-owned utilities. 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: the City officer or employee; his parent, child or spouse; a business entity in which he or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; or a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

Respondent is required to warrant and certify that it, its officers, employees and agents are neither officials nor employees of the City, as defined in Section 2-42 of the City's Ethics Code. (Discretionary Contracts Disclosure – form may be found online at https://www.sanantonio.gov/eforms/atty/DiscretionaryContractsDisclosure.pdf.)

Independent Contractor. Respondent agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, are and shall be deemed to be an independent contractors, responsible for their respective acts or omissions, and that City shall in no way be responsible for Respondent's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

Effective January 1, 2006, 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 conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at http://www.ethics.state.tx.us/forms/CIQ.pdf. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

014 BONDS

This section left blank intentionally.

015 SOFTWARE ESCROW REQUIREMENT

This section left blank intentionally.

016 ACCEPTANCE CRITERIA

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

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

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

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

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

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

017 SCHEDULE OF EVENTS

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

RFCSP Release	November 12, 2014
Pre-Submittal Conference	Friday, November 21, 2014 at 3:00 PM, Central Time
Final Questions Accepted	Tuesday, December 2, 2014 at 2:00 PM, Central Time
Proposal Due	Friday, December 12, 2014 at 2:00 PM, Central Time

RFCSP EXHIBIT 1

INSURANCE REQUIREMENTS

If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the insurance requirements set forth below:

INSURANCE

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled **"Queue Measurement System"** in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to 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 Aviation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) 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 whereby City may incur increased risk.

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000

3. 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
       f. Damage to property rented by you
	For Bodily Injury and Property Damage of $1,000,000 per occurrence;
	 $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage
	
	 f. $100,000

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

D) Respondent agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of Respondent herein, and provide a certificate of insurance and endorsement that names the Respondent and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's

Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

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

<div align="center">
City of San Antonio
Attn: Aviation Department – IT Division
P.O. Box 839966
San Antonio, Texas 78283-3966
</div>

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

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

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

H) .In addition to any other remedies the City may have upon Respondent's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Respondent to stop work hereunder, and/or withhold any payment(s) which become due to Respondent hereunder until Respondent demonstrates compliance with the requirements hereof.

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

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

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

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

INDEMNIFICATION REQUIREMENTS

If selected to provide the services described in this RFCSP, Respondent shall be required to comply with the indemnification requirements set forth below:

INDEMNIFICATION

RESPONDENT 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 RESPONDENT'S activities under this Agreement, including any acts or omissions of RESPONDENT, any agent, officer, director, representative, employee, consultant or subcontractor of RESPONDENT, 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 RESPONDENT 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. RESPONDENT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RESPONDENT known to RESPONDENT related to or arising out of RESPONDENT's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at RESPONDENT's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RESPONDENT of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RESPONDENT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RESPONDENT shall retain CITY approved defense counsel within seven (7) business days of CITY'S written notice that CITY is invoking its right to indemnification under this Contract. If RESPONDENT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RESPONDENT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of RESPONDENT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RESPONDENT or any subcontractor under worker's compensation or other employee benefit acts.

RFCSP EXHIBIT 3

CITY TECHNICAL STANDARDS

ATTACHED AS A SEPERATE DOCUMENT

NON-DISCRIMINATION

Non-Discrimination. As a party to this contract, {Contractor or 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, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein.

019 RFCSP ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

<u>RESPONDENT QUESTIONNAIRE</u>

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

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

Principal Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Website address: _____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

    ___Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
    ___ Partnership
    ___Corporation   If checked, check one: ___For-Profit   ___ Nonprofit
    Also, check one: ___Domestic   ___Foreign
    ___Other If checked, list business structure: _____

Printed Name of Contract Signatory: _____
Job Title: _____

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

_____
_____
_____

Provide address of office from which this project would be managed:
City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Annual Revenue: $_____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

_____
_____
_____

List Related Companies:

_____
_____
_____

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

Name: _____ Title: _____

Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Email: _____

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

Yes ____   No ____

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes ____   No ____   If "Yes", list authorizations/licenses.

_____

_____

5. Where is the Respondent's corporate headquarters located? _____

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

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

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

Years _____   Months_____

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

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

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

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

Years _____   Months_____

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

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

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

_____

_____

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

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

_____

_____

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

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

_____

_____

10. **Disciplinary Action**: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

_____

_____

11. **Previous Contracts:**

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

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

_____

_____

b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
Yes ___   No ___   If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

_____

_____

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

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

_____

_____

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

_____

Contact Email Address: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

_____

Contact Email Address: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone No. _____ Fax No: _____

Date and Type of Service(s) Provided: _____

_____

Contact Email Address: _____

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe three relevant non-City projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.

2. Indicate the number of years Respondent has been in the business of providing Queue Measurement Systems, both at airports and non-airport facilities.

3. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.

4. List all Queue Measurement System projects that the Respondent has completed in the last four years, noting which were specifically for airports.

5. List all Queue Measurement System projects that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion.

6. Describe Respondent's specific experience with airport clients. If Respondent has provided services for the City of San Antonio in the past, identify the name of the project and the department for which Respondent provided those services.

7. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.

8. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected in the organizational chart:

   a. Identify each individual's relationship with the Respondents organization-employee, contractor, 3rd party service/software provider.
   b. Identify relevant experience on projects of similar size and scope.
   c. State the primary work assignment and the percentage of time to be devoted to the project.
   d. Provide resumes as an appendix to submitted proposal.

9. Describe the company's support organization and volume of support inquiries managed per month over the past two years.

10. List the customers currently using proposed solution. Include company name, type of business, city & state.

11. For the three (3) references that have been provided in the previous section of this solicitation, the City is requesting these references be recently engaged with Respondent on similar projects. In addition to listing them, please describe a general overview of the business function delivered for that project.

12. What percentage of existing customers are current with their annual support contract?

13. Indicate Respondent's experience with any interfaces (i.e. InFax, Active Directory, websites).

14. Describe experience Respondent has with reporting features in the system.

15. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the e Respondent's qualifications.

PROPOSED PLAN

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

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

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

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

2. **Solution Information**
   a. Identify any limitations that may exist related to volume of transactions, storage capacity, and other factors.
   b. Describe any unique and/or innovative functionality and/or deployment methods that respondent may offer. Indicate whether these features are included as part of the proposal, including cost.
   c. List standard reports that are included in the proposed solution
      List standard screen shots that are included in the proposed solution (dashboard, FIDS screen layout, website layout)

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

4. **Customer Support**
   a. Describe Post-Production Warranty Period
      - Duration after Go-Live Date
      - Customer Contact Process
      - After-Hours Support

b. Describe the various options available for customer and technical support.
c. Describe Issue/Problem Severity levels and response times.
d. What are the support days/hours of operation?
e. If proposed solution includes 3rd party utilities, software, services, etc., describe how customer service support will be managed with these 3rd parties.
f. Describe how customer service incidents and/or technical issues are reported and managed.

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

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

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

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

9. **System Architecture**
   a. Submit comprehensive System Architecture Diagram(s) - Production and Non-Production environments.
      - Hardware Requirements
      - Software Requirements
        - Server Operating System and version
        - Database and version
        - Storage Requirements
      - Indicate whether component is vendor owned or 3rd Party (OEM)
        - Subscription Requirements
        - Connectivity Requirements
        - Firewall Rules
        - Identify where system communications are initiated and received
   b. Identify licensing required by client for deployment of solution
      - OS License
      - Database License
      - Other
   c. Mobile Devices
      - List all potential Operating Systems / Devices that are supported
      - Describe hardware/software requirements for Queue Measurement solution for mobile devices. Proposal should include architecture diagrams showing connectivity between client mobile devices and vendor hosted infrastructure.

10. **Security & Privacy**
    a. Describe access management controls used by solution.
    b. Describe secure communication for all access, integration, and data transfer including the level of security/monitoring that is in place for firewalls, intrusion detection, data encryption, SSL and application security, etc.
    c. Indicate whether customer can export data at will or if it must be requested. If data extract must be requested, indicate turnaround time
    d. Access to historical and current data (i.e. peak queue times)

11. **Hosting Site Information**
    a. Clarify if vendor proposing solution uses 3rd party hosting services or if vendor manages their own datacenters.

12. Backup & Disaster Recovery

    a.   Describe your disaster recovery plan.

13. Additional Information

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

RFCSP ATTACHMENT B

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf .

Instructions for completing the Contracts Disclosure form are listed below:

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

2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFCSP ATTACHMENT C

LITIGATION DISCLOSURE FORM

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

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

<div align="center">Yes _____ No _____</div>

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

<div align="center">Yes _____ No _____</div>

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

<div align="center">Yes _____ No _____</div>

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

RFCSP ATTACHMENT D

PRICING SCHEDULE

ATTACHED AS A SEPARATE DOCUMENT

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: http://www.sanantonio.gov/purchasing/ or the direct link at: http://www.sanantonio.gov/purchasing/saeps.aspx

By submitting a proposal, whether electronically or by paper, Respondent represents that:

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

IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.

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

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

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

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

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

_____
Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

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

_____

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

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

_____

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

RFCSP ATTACHMENT F

VOSBPP TRACKING FORM

ATTACHED AS A SEPARATE DOCUMENT

Veteran-Owned Small Business Preference Program (VOSBPP) Ordinance Pursuant to Ordinance No. 2013-12-05-0864, effective for solicitations issued after January 15, 2014, all solicitations issued by the City are subject to tracking of Veteran Owned Small Business (VOSB) participation.

For more information on the program, refer to the Veteran-Owned Small Business Program Tracking Form attached to this solicitation.

Respondent must complete and return the attached Veteran-Owned Small Business Program Tracking Form.

RFCSP ATTACHMENT G

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Respondent Questionnaire RFCSP Attachment A, Part One	
Experience, Background, Qualifications RFCSP Attachment A, Part Two	
Proposed Plan and Solution RFCSP Attachment A, Part Three	
Contracts Disclosure form RFCSP Attachment B	
Litigation Disclosure RFCSP Attachment C	
Pricing Schedule RFCSP Attachment D	
*Signature Page RFCSP Attachment E	
*VOSBPP Tracking Form RFCSP Attachment F	
Proposal Checklist RFCSP Attachment G	
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
One (1) Original, four (4) Copies and one (1) CD of entire proposal in PDF format.	

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

City of San Antonio
Information Technology Environment Description

The City of San Antonio Information Technology Services Department (ITSD) will provide computing and infrastructure services for the selected hardware and software solution in one or both of two datacenters that are currently in operation. The two datacenters are interconnected by redundant high-speed Dense Wavelength Division Multiplexing (DWDM) links with servers and storage hosted in both environments. ITSD will manage the Data Center Layer, Networking Layer, Device Layer, Operating System Layer, and Application Infrastructure Layer for the information technology components of the proposed System in accordance with a SLA to be jointly developed by ITSD, the system provider, and the business owner of the System. Management of the Application Layer (business logic) will be determined by SLA.

To the extent that information technology equipment necessary to support the System must be deployed outside of the City's managed datacenter environment, the respondent must include in their response the scope necessary to provide appropriate environmental and compliance controls for the proposed System.

THE REST OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Information Management
*S=*Standard* Product(s), P=*Preferred* Product(s), G=*Guidance* Info Only.
If the Information Technology Standards & Guidelines does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Information Management: Section 1	Policy or Product	S/P/G *	Remarks
Directory Services	Microsoft Server 2008 R2 Active Directory	S	The City is currently evaluating LDAP-based alternatives
Enterprise Backup	Symantec NetBackup 7.x	S	The City does not utilize tape media for backups The City uses a disk based backup solution for all backup operations.
Relational Database Management Systems	Oracle 11.2.x MS SQLServer 2008	P S	Enterprise and large-scale systems with high capacity, complex design and/or high volume transactional requirements
	Oracle 11.2.x MS SQLServer 2008	G	Mid-scale systems with moderate capacity and/or transactional volume requirements
Database Access	SQL*Plus OCI-compliant client ODBC	S G G	
File Formats	IT guidance	G	Follow IT guidance for recommended file extensions
Data Administration Implementation	IT guidance	G	IT is currently evaluating the use of tools in this area
Data Warehousing and Mining	SAP BI 7.01 / NW 7.01 (EHP1) non-unicode / SP16	S	For SAP-based data
Messaging	Microsoft Exchange 2007 SP3	S	
Presentation and Interface Standards • Application Standard Interfaces • Mobile Devices	 Web Services: .Net 3.5 or higher Web Applications: .Net 4.0 or higher API	 P P G G	 Follow IT guidance

Information Distribution
*S=*Standard* Product(s), P=*Preferred* Product(s), G=*Guidance* Information Only
If the Information Technology Standards and Guidelines policy does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Information Distribution: Section 2	Policy or Product	S/P/G *	Remarks
E-Mail with Attachments			
• SMTP	MS Exchange with outbound SMTP	S,G	See IT for guidance
• Active Sync	Supported for use with smartphones and mobile devices	G	See IT for guidance
File Transfer Service			
• HTTPS		S	
• SFTP	SFTP Client (Core FTP LE 2.1 or higher)	S	

Applications

*S=_Standard_ Product(s), P=_Preferred_ Product(s), G=_Guidance_ Information Only

If the Information Technology Standards and Guidelines policy does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Applications: Section 3	Policy or Product	S/P/G *	Remarks
Enterprise Resource Planning	SAP ECC6 / EHP7 / NW 7.01 (EHP1) non-unicode / SP5	S	• Production implementation date was April 2004. • ECC6 upgrade completed April 2009. • SAP Enterprise Portal completed 2010 Core modules include: HR FI MM SD PS PM GM The application is accessible from any site or client VPN within the corporate network Current access methods include: client server run-time objects, Citrix, and SAP Enterprise Portal.
Procurement	SAP SRM 7.0 / NW 7.01 (EHP1) unicode / SP14	S	SAP Enterprise Portal completed 2010 Current access methods include: client server run-time objects, Citrix, and SAP Enterprise Portal.
Document Management	FileNet P8 v4.5.x	S	The City has plans to upgrade to v5.1 in 2015
Cooperative Work Applications • Collaborative Processing (internal use only)	 MS Exchange 2007 MS SharePoint 2003	 S	
• Workflow	SAP IBM FileNet	G G	See IT for guidance
• External File Sharing	Globalscape EFT Server	S	
Content Management	FileNet P8 v4.5.x	G	See IT for guidance
Web Server	IIS 7.0	S	
Web Content Management	DotNetNuke Enterprise Edition 7.0.x	S	

Applications: Section 3	Policy or Product	S/P/G*	Remarks
Web Portal	Citrix XenApp 5.0 DotNetNuke Enterprise Edition 7.0.x	P,G G	See IT for guidance
Office Automation	MS Office 2007	S	Excludes MS Access
	MS Internet Explorer 9	S,G	See IT for guidance on "extensions"
	MS Internet Explorer 10	P	
	Firefox 15.x (or higher)	S,G	See IT for guidance
	Safari 6.x (or higher)	S,G	
	Chrome 22.x (or higher)	S,G	
	MS Outlook 2007	S	
	Adobe Reader 10.x	S	
	MS Project 2007	G	
	MS Visio 2007 Std.	G	
GIS Mapping	ESRI ArcGIS Desktop v10.x	S	Using Windows OS
	ESRI ArcGIS Server v10.x	S	Using IIS with SSL if external
	ESRI ArcSDE v10.x	S	Using MS SQL Server
GIS Web Development	MS Visual Studio 2013	S	
Web Development Tools	MS Visual Studio 2013	S	Follow IT guidance in extending
	MS Visual Studio 2010	G	legacy systems to the Web and
	MS Visual Studio 2008	G	Service-Oriented Architecture
Digital Signature	Pending	G	
Application Development Tools	MS Visual Studio 2013	S	Follow IT guidance for configuration
	Netweaver 7.x	S	
	PL SQL	S	
Application Integration	Web Services	S	Follow IT guidance
	Netweaver XI 7.11 SP13	G	
Report Writers	Business Objects 3.1	S	Follow IT guidance for data integrity and access
	Crystal Reports 2008	G	
	Xcelsius Dashboards	G	

Computing Resources
*S=*Standard* Product(s), P=*Preferred* Product(s), G=*Guidance* Information Only

If the Information Technology Standards and Guidelines policy does not address a specific technical area, the user should seek guidance from the Director, Information Technology.

Computing Resources: Section 4	Policy or Product	S/P/G *	Remarks
Workstation • Tier 1 • Tier 2 • Tier 3	 2.5GHz Intel Core i5 Two 2.5GHz Intel Core i7 	 S P G	In general, current IT standards provide a minimum baseline. IT will provision best value desktops that efficiently support the Refresh Policy. For specialized requirements seek IT guidance
Bus Standards	PCI	G	
Memory (RAM) Standards (EDO, SDRAM, DRAM) • Tier 1 • Tier 2 • Tier 3	 4GB 6GB 8GB (or higher)	 S P G	In general, current IT standards provide a minimum baseline. IT will provision best value desktops that efficiently support the Refresh Policy. For specialized requirements seek IT guidance
Server Hardware Configuration	SUN SPARC64 VI UltraSPARC T1 AMD Opteron Intel Xeon	P S	Solaris Database Server: M5000 Solaris Application Server: M4000, Blade 6000 Windows: 8 core Xeon E5-2665 (or higher) Processor, 20MB Cache, 2.40GHz (or higher), 1600 MHz FSB Virtual Hosts: Cisco UCS w/B-Series Blade Servers
Virtual Server Environment	VMWare Vsphere 5.1	S	The City uses a virtualization first approach when provisioning servers.
Mainframe Environment	IBM z890 z/OS 1.10 Software AG Natural 4.2.4 Software AG Adabas 8.1.4	G	The IBM z-series mainframe platform is being twilighted by the City
Disk Storage	FC SAN (HDS, Cisco) iSCSI (HDS, Nimble) NTFS ZFS CIFS/SMB (HDS\BlueArc)	S S S S S	IT guidance for application specific requirements
Workstation Operating Systems	Windows 7 SP1 Mac OSX 10.x	S G	

Computing Resources: Section 4	Policy or Product	S/P/G *	Remarks
Server Operating Systems			
• General File & Print Servers	Windows Server 2008	S	
• Application Servers	Windows Server 2008	S	
	Windows Server 2008 R2	P	
	Windows Server 2008 EE	G	Follow IT guidance
	Windows Server 2012	G	
	Solaris 10 Zones	S	
	Solaris 10	G	
• Database Servers	Windows Server 2008	S	
	Solaris 10	P	
Telephony			
• IVR	Cisco Unified Communications Manager 9.1.x	P	
• VoIP	Cisco	S	
• ACD	Cisco	S	

REQUIREMENTS TRACEABILITY MATRIX - AVIATION QUEUE MEASUREMENT SYSTEM

Rqmt #	Functional Requirement	Business Priority Mandatory=M	Existing, out-of-box functionality Y/N	Delivered after solution is configured (included in price)	Delivered after customization (included in price)	Delivered through Integration with Third Party Tool or existing City application (indicate tool or City application; included in price)	Not Offered	Vendor Comments [A]
1.0	Hardware / Platform							
1.1	If the solution will operate on City servers, it shall meet the minimum specifications provided in RFCSP Exhibit 3.	M						
1.2	The server operating system shall be compliant with City standards provided in RFCSP Exhibit 3.	M						
1.3	Solution shall utilize existing City desktop and laptop hardware provided in RFCSP Exhibit 3.	M						
1.4	The desktop/laptop operating system shall be compliant with City standards provided in RFCSP Exhibit 3.	M						
1.5	The system shall utilize city standard backup products provided in RFCSP Exhibit 3.	M						
1.6	The solution shall utilize City standard RDBMS for all database requirements as provided in RFCSP Exhibit 3.	M						
1.7	Respondent shall identify any components within the proposed solution that do not meet CoSA Technology standards	M						
2.0	Data							
2.1	Solution shall allow for the creation of reports utilizing standard reporting tools provided in RFCSP Exhibit 3.	M						
2.2	Data from standard reports shall be able to be exported in a format that can be opened and read by Microsoft Excel or equivilent.	M						
2.3	Solution shall utilize industry-standard Application Programming Interfaces (API), adapters, adapter development kits and similar enterprise application integration (EAI) tools-to facilitate interfaces between the proposed and existing systems.	M						
2.4	Solution shall provide the ability to accommodate additional interfaces as new external systems are developed and deployed.	M						
3.0	Design							
3.1	Design the configuration/layout of all the hardware components of the System including the location of all cameras, servers, wiring, and other equipment required for the System to be operational and to accurately measure the wait time at the Checkpoint to within 3 minutes of the actual wait time ("System Accuracy Requirement").	M						
3.2	Provide all the software necessary for the System to operate, including any and all operating system licenses, and to integrate the System with the existing MUFIDS system (provided by InFax) and Websites so that the current estimated wait time for the Checkpoint can be displayed on both the MUFIDS and the Websites. Website integration shall be achieved via web services.	M						
3.3	The system should provide an electronic dashboard displaying the current wait time at the Checkpoint. This dashboard must be accessible to concurrent users remotely by computer through a username and password via Active Directory integration.	M						
3.4	The system should provide an ability to perform ad-hoc and routine reporting to analyze trends.	M						
3.5	Provide drawings and specifications for all the hardware components of the System.	M						
4.0	Installation							
4.1	Coordinate with the City's Airport IT Division for port assignments.	M						
4.2	Provide, install, and connect all the equipment and materials (e.g. cameras, servers, conduit, wiring, etc.) necessary for the System to operate.	M						

REQUIREMENTS TRACEABILITY MATRIX - AVIATION QUEUE MEASUREMENT SYSTEM

Rqmt #	Functional Requirement	Business Priority Mandatory=M	Existing, out-of-box functionality Y/N	Delivered after solution is configured (included in price)	Delivered after customization (included in price)	Delivered through integration with Third Party Tool or existing City application (indicate tool or City application; included in price)	Not Offered	Vendor Comments [A]
			Vendor Solicitation Responses					
4.3	Install and configure all required software for the operation of the System and to integrate the System with the MUFIDS and the Websites so that the current wait times can be displayed.	M						
4.4	Install and configure all required software for the operation of the electronic dashboard.	M						
4.5	Install and configure the ad hoc and routine report generating software so the City can analyze trends.	M						
4.6	Provide as-built drawings showing the location of all the hardware components of the System, how those components are connected to each other, and where they are connected to electricity and to the Airport IT network.	M						
5.0	Activation							
5.1	Activate and test all the components of the System to ensure that the System is fully operational and meets the System Accuracy Requirement. Providing documentation indicating the System is meeting the System Accuracy Requirement.	M						
5.2	Ensure that the System is properly integrated with the Airport's MUFIDs system and Websites to display the current wait time.	M						
5.3	Ensure that the electronic dashboard is properly functioning.	M						
5.4	Ensure ad-hoc and routine reporting software is properly functioning.	M						
5.5	Train staff on dashboard and report functionality.	M						
6.0	Maintenance							
6.1	The complete maintenance ("Maintenance Services") of the System for 5 years including, but not be limited to: 1) Software maintenance/updates; 2) Troubleshooting services; 3) Hardware component replacement and repairs; 4) Preventive maintenance services for the system; 5) Semi-annual System Accuracy Requirement checks and documentation; 6) Additional System Accuracy Requirement checks as requested by City; and 7) Any recalibrations of the System needed as a result of the findings of the system Accuracy Requirement checks	M						
6.2	Maintenance Services shall commence on the date the City gives final acceptance of the System.	M						
6.3	The cost for first year of maintenance shall be included in the cost for the design, installation, and activation of the System.	M						
6.4	In Years 2 through 5, Maintenance Services shall be provided at the selected respondent's documented cost.	M						

[A] Provide comments on any "N" responses in column D. If more room is needed, Respondent may refer to Proposed Plan.

Development Tools						0
Reporting Tools						0
Other Software						0

r Software - Re-Occurring Maintenance/Support Fee						
Database						0
Software						0
Operating System and Utilities						0
Development Tools						0
Reporting Tools						0
Other Software						0

ialized Hardware - One Time Cost						
(vendor to provide list and costs)						0
						0
						0
						0
						0
						0
						0
						0
						0
						0

ialized Hardware - Re-Occurring Maintenance/Support						
(vendor to provide list and costs)						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0

ion Implementation						
Project Initiation and Management						0
Functional Requirements/Validation						0
Software Installation						0
System Design						0
System Configuration						0
Development- Customization						0
Development-Integration						0
Development - Other						0
Conversion/Migration						0
System Testing						0
Training Deployment						0
Cut-Over, Go-Live, Post Go Live						0
Final Acceptance Testing						0
Other-Implementation						0

r Costs						
(vendor to provide list and costs)						
						0

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

Tracking. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions. The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT IT WITH YOUR BID/PROPOSAL.

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: _____

Name of Respondent:			
Physical Address:			
City, State, Zip Code:			
Phone Number:			
Email Address:			
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes		No
If yes, provide the SBA Certification #			
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes		No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.			
Participation Dollar Amount			

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes		No
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:			
Physical Address:			
City, State, Zip Code:			
Phone Number:			
Email Address:			
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes		No
If yes, provide the SBA Certification #			
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes		No
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.			
Participation Dollar Amount			

City of San Antonio
Veteran-Owned Small Business Program Tracking Form

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

_____
(Print Name) Authorized Representative of Bidder/Respondent

_____
(Signature) Authorized Representative of Bidder/Respondent

_____
Title

_____
Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.
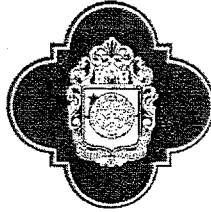
ADDENDUM I

SUBJECT: Request for Competitive Sealed Proposals, Annual Contract for Queue Measurement System for the San Antonio International Airport, (**RFCSP 6100005065**), Scheduled to Open: December 12, 2014. Date of Issue: November 12, 2014.

FROM: Paul J. Calapa
            Procurement Administrator

DATE: December 2, 2014

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

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

1.   The deadline for questions in RFCSP, Section 011, Restrictions on Communication, is amended as follows:

"Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until **4:00 p.m.**, Central Time, on **Thursday, December 4, 2014.** Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal."

QUESTIONS SUBMITTED IN ACCORDANCE WITH RFCSP SECTION 003, INSTRUCTIONS FOR RESPONDENTS: PRE-SUBMITTAL CONFERENCE:

On November 21, 2014, the City of San Antonio hosted a Pre-Submittal Conference to provide information and clarification for a Queue Measurement System Request for Competitive Sealed Proposals. Below is a list of questions that were asked at the pre-submittal conference and/or before the deadline for questions. The City's official response to questions asked is as follows:

Question 1:   Is the City interested in other solutions besides video based?
Response: No. The City is just interested in video based.

Question 2:   Will the City provide access to the network?
Response: The City will provide network access, if necessary. However, any related cabling should be included in your proposal.
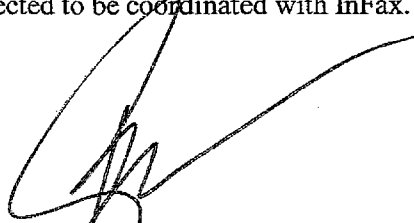
Question 3:   When will the project begin?
Response: Upon City Council award.

Question 4:   When should the project be completed?
Response: The project timeline should be submitted as part of Respondent's Proposed Plan.

Question 5: Can the proposal be submitted electronically or hard copy?
Response: Proposals can be submitted either electronically or hard copy.

Question 6: Who will be the contact person for MUFIDS information?
Response: Contact person will be determined during the design phase.

Question 7: Are the TSA line configurations fixed or do they move around?
Response: During periods of low activity, a "short track" is used in the stanchioned queuing area to allow individuals to quickly walking from the queue entrance to the TSA Document Checker. During periods of high activity, a "long track" is used that opens up additional stanchioned queuing space that is not used in the short-track configuration.

Question 8: What information is required for the dashboard?
Response: Specific dashboard information will be determined during the design phase; however a couple examples include:
- average wait time for a given day
- longest wait time for a given day and what time it occurred

Question 9: What type of reports is the City looking to generate from the program?
Response: Specific reports will be determined during the design phase

Question 10: What is meant by Requirement 2.4 on the Requirements Traceability Matrix?
Response: The City would like to have the capacity/ability to expand where the wait time can be viewed (e.g. add a dedicated LED screen in the terminals for public viewing).

Question 11: Where is the closest IDF room?
Response: This will be determined during the design phase.

Question 12: Is there a mandate to fulfill this project or is it simply for customer convenience?
Response: No mandate. It is to relieve customer anxiety.

Question 13: What does the City want to see on the reports?
Response: Specific reports will be determined during the design phase

Question 14: Aside from the evaluation criteria stated in the RFCSP, will there be any additional criteria?
Response: No.

Question 15: During the busiest travel times, how far down does the TSA line extend?
Response: Back to the Terminal A/B connector

Question 16: Will the measurement system be for the General Boarding line only or Pre-Check too?
Response: Queue Measurement System will be for General Boarding only.

Question 17: Where does the wait time end?
Response: At the exit of the screening machines.

Question 18: Will there be any dedicated monitors for tenants, like TSA, to be able to view the wait time information?
Response: With the exception of the public display of the wait time that will be on the MUFIDs monitors, there is no expectation that any dedicated monitors will be commissioned for TSA or other entities. These entities will have access to the dashboard.

Question 19:   Has it been confirmed with the software providers that they would allow 3rd party integration and support?

Response: San Antonio's MUFIDS vendor, InFax, Inc. can integrate with a 3rd party. Specific integration format will be discussed during the design phase and is expected to be coordinated with InFax.

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division
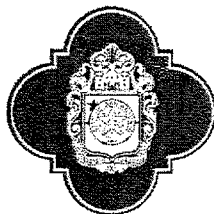
City of San Antonio

ADDENDUM II

SUBJECT: Request for Competitive Sealed Proposals, Annual Contract for Queue Measurement System for the San Antonio International Airport, (RFCSP 6100005065), Scheduled to Open: December 12, 2014. Date of Issue: November 12, 2014.

FROM: Paul J. Calapa
Procurement Administrator

DATE: December 5, 2014

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

QUESTIONS SUBMITTED IN ACCORDANCE WITH RFCSP SECTION 003, INSTRUCTIONS FOR RESPONDENTS: PRE-SUBMITTAL CONFERENCE:

Below is a list of questions that were asked before the deadline for questions. The City's official response to questions asked is as follows:

Question 1:   Can a current floor plan of the TSA line area be provided?
Response: See Exhibit A to this Addendum II.

Question 2:   Would the City consider extending the proposal deadline?
Response: No.

Question 3:   How many TSA Lanes are to be monitored?
Response: There are four screening lanes for the general boarding line.

Question 4:   How many hours of the day are each of the lanes open?
Response: The times that each of the lanes is open varies based on passenger loads and airline schedules so there is no set time that each lane opens and closes.

Question 5:   How far back (in feet) does the back of the queue line extend from the TSA document / identity checking station?
Response: As shown in Exhibit A, the general boarding queue line does not extend straight back from the TSA document/identify checking station. The length of line in the stanchioned queue area varies at various times of the day as a "short track" configuration is used during periods of low activity and a "long track" configuration is used during periods of heavy activity. The non-stanchioned queue area shown on Exhibit A is approximately 305 feet in length.

Question 6:   Regarding the back of the queue line, what fixed elements (walls, ceiling, etc.) are available for mounting of cameras? If the recommended use is the ceiling, how many feet above the floor is the ceiling?
Response: Ceilings and walls are available for the mounting of cameras at the back of the queue line. The terminal has a barrel ceiling so the distance between the ceiling and the floor varies with the curvature of the ceiling. The apex of the barrel ceiling is 35 ft. 6 in. from the floor.
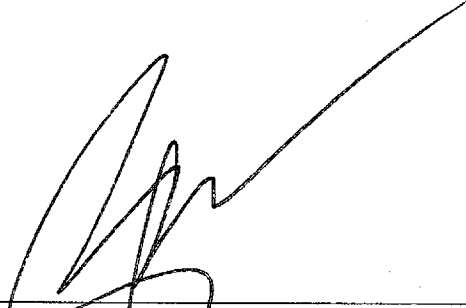
Question 7: Is it permissible to position a permanent kiosk at entry points to the TSA queue if suitable walls and ceiling points for mounting of hardware are not available?

Response: Additional information would be needed to make a determination. Vendors should discuss this in their proposed plan.

Question 8: Does the San Antonio Aviation Department have union laborers that must be used for addition of equipment and running of electrical / network wiring?

Response: No

Question 9: Does the San Antonio Aviation Department have an existing Video Management Solutions provider? If so, what system is in use?

Response: Yes, but this queue measurement system will not be integrated with our existing camera system.

Question 10: Is there an expectation that the video captured by the queue monitoring system be viewable in the Video Management Solution already in use at the airport?

Response: No.

Question 11: Is there any desire to use the video captured by the Queue Monitoring solution for other purposes, such as security screening for known and suspected terrorists, mischief makers, or other persons of concern?

Response: No.

Question 12: Is there a requirement to keep video captured by the Queue Monitoring system available for review after the average time to transit has been calculated?

Response: No.

Question 13: Is there a requirement to enroll TSA staff or other airport personnel so that their faces, when seen in the queue monitoring video, are not used when calculating queue times?

Response: How the vendor plans to handle the exclusion of employees who are working around the queuing area from the calculation of the wait time should be described in the vendor's proposed plan.

Question 14: Is there a requirement for the cameras associated with the Queue Monitoring system to be deployed in a covert manner, or any degree of "minimal awareness"?

Response: No.

Question 15: Are measures such as "attention traps", or other means to gain traveler compliance with the video capture component of the Queue Monitoring solution permissible?

Response: We are unfamiliar with "attention traps" and would need additional information to determine whether their utilization would be permissible or not. Vendors should describe any items such as this in their proposed plan.

Question 16: The proposal states that the system will measure and display the estimated time in queue within 3 minutes. Is there an expectation of a percentage of travelers that will be monitored? (i.e. a sampling of 10% of the total number of travelers in a queue could still accurately identify the average time in queue...)

Response: The percentage you plan to measure should be detailed in your proposed plan.

Question 17: What data formats and communication options are available for integration with the airports MUFIDS?

Response: This will be discussed with the MUFIDS provider during the design phase of the project.

Question 18: Do flight crew and airport staff use a dedicated lane for passing through the TSA checkpoint, or do they use the same lanes as general travelers and instead just walk to the front of the line?

Response: Most flight crews and airport staff utilize the "Employee/Wheelchair" line shown in Exhibit A.

Question 19:   Does the San Antonio Airport have any desire to see average queue times based upon demographic measures such as age grouping or gender?
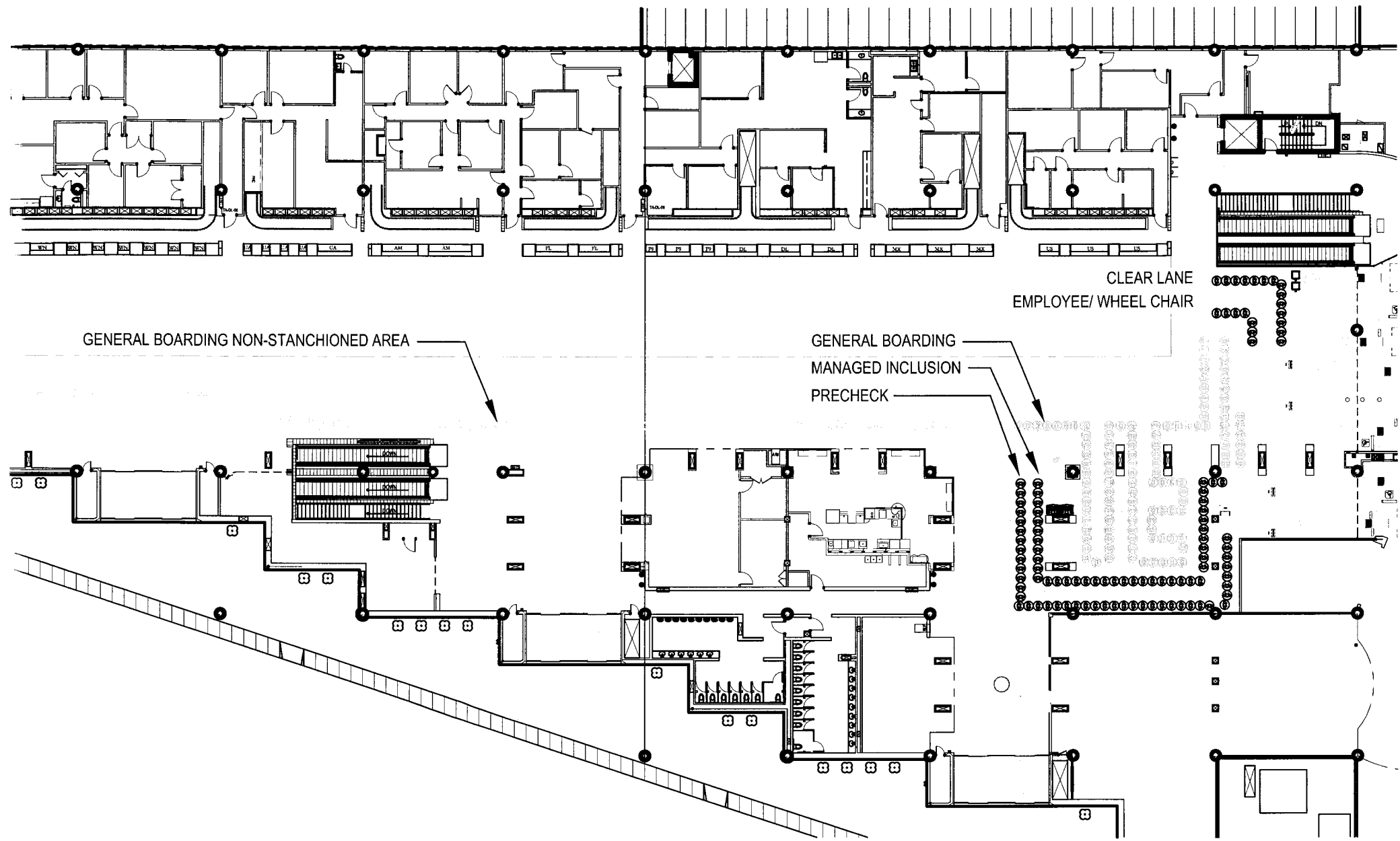
Response: No.

Question 20:   Does the system need to initiate an alert mechanism when average queue times exceed a pre-determined threshold? What forms should these alerts take? (i.e. email message, sms message, other message to external system APIs.)?

Response: This is not a requirement. However, any capabilities like this should be described in the vendor's proposed plan.

Paul J. Calapa
Procurement Administrator
Finance Department – Purchasing Division

CLEAR LANE
EMPLOYEE/ WHEEL CHAIR

GENERAL BOARDING NON-STANCHIONED AREA

GENERAL BOARDING
MANAGED INCLUSION
PRECHECK

SAN ANTONIO INTERNATIONAL AIRPORT

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

Tracking. <u>This solicitation is not eligible for a preference</u> based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions. The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT IT WITH YOUR BID/PROPOSAL.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: Queue Measurement System For San Antonio International Airport
RFCSP 014-066; 6100005065

Name of Respondent:	Infax, Inc.	
Physical Address:	4250 River Green Parkway, Suite D	
City, State, Zip Code:	Duluth, Georgia 30096-8317	
Phone Number:	(770) 209-9925	
Email Address:	mdavis@infax.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	(No)
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	(No)
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	(No)
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	(No)
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	(No)
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

City of San Antonio

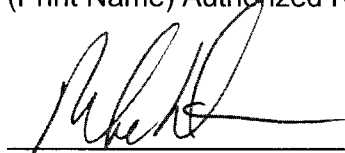# Veteran-Owned Small Business Program Tracking Form

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

David M. Davis
_____
(Print Name) Authorized Representative of Bidder/Respondent

_____
(Signature) Authorized Representative of Bidder/Respondent

President
_____
Title

12/11/2014
_____
Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: http://www.sanantonio.gov/purchasing/ or the direct link at: http://www.sanantonio.gov/purchasing/saeps.aspx

By submitting a proposal, whether electronically or by paper, Respondent represents that:

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

IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.

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

Respondent has fully and truthfully submitted a Litigation Disclosure form with the understanding that failure to disclose the required information may result in disqualification of proposal from consideration.
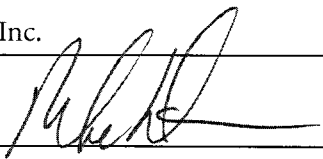
Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.

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

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

<u>**Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions**</u>

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Infax, Inc.
Respondent Entity Name

Signature: _____

Printed Name: ___David M. Davis___

Title: ___President___

Email Address: ___mdavis@infax.com___

Item	Initial Period	Year 2	Year 3	Year 4	Year 5	Total Cost
System Application						
One-time License Fee with 1 Year Warranty	13800	0	0	0	0	13800
Recurring license fee	0	0	0	0	0	0
Annual Maintenance Fee	0	4380	4386	4474	4608	17848
One-Time Setup Fee	0	0	0	0	0	0
Hosting / Service Cost	0	0	0	0	0	0
Other Software - One-time License Fee						
Database	1059	0	0	0	0	1059
Software	0	0	0	0	0	0
Operating System and Utilities	750	0	0	0	0	750
Development Tools		0	0	0	0	0
Reporting Tools		0	0	0	0	0
Other Software		0	0	0	0	0
Other Software - Re-Occurring Maintenance/Support Fee						
Database	0	0	0	0	0	0
Software	0	0	0	0	0	0
Operating System and Utilities	0	0	0	0	0	0
Development Tools	0	0	0	0	0	0
Reporting Tools	0	0	0	0	0	0
Other Software	0	0	0	0	0	0
Specialized Hardware - One Time Cost						
(vendor to provide list and costs)						0
Dell Server - Quantity 1	2188	0	0	0	0	2188
IP Cameras and lenss - Quantity 10	9090	0	0	0	0	9090
Camera Mounting Hardware	2043	0	0	0	0	2043
						0
						0
						0
						0
						0
						0
Specialized Hardware - Re-Occurring Maintenance/Support						
(vendor to provide list and costs)						0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
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		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
Solution Implementation						
Project Initiation and Management	3800					3800
Functional Requirements/Validation	1000					1000
Software Installation	1000					1000
System Design	2000					2000
System Configuration	2000					2000
Development- Customization	9940					9940
Development-Integration	4750					4750
Development - Other	1000					1000
Conversion/Migration	1000					1000
System Testing	4000					4000
Training Deployment	4000					4000
Cut-Over, Go-Live, Post Go Live	2000					2000
Final Acceptance Testing	2412					2412
Other-Implementation (Low Voltage Installation Est.)	25000					25000
Other Costs						
(vendor to provide list and costs)						
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
Total Fixed Cost	92832					92832
Total Recurring Costs		4380	4386	4474	4608	17848
Total system cost						110680

28

City of San Antonio
Contracts Disclosure Form

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*3. Contribution Prohibitions for "High-Profile" Contracts

(•) This is not a high-profile contract.

( ) This is a high-profile contract.

*4. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires all contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

[✓] I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

---

*Oath

[✓] I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Daniel L. McWilliams   **Title:** C.F.O.

Company Name or DBA: Infax, Inc.   **Date:** 12/10/2014

Please fill this form out online, print completed form and submit with
proposal to originating department. All questions must be answered.
If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
Contracts Disclosure Form

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*9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

☑ No

☐ Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

*1. Updates Required

☐ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale,or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

*2. No Contact with City Officials or Staff during Contract Evaluation

☑ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

City of San Antonio
Contracts Disclosure Form

**Office of the
City Clerk**

*7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

     a) any individual seeking contract with the city (Question 3)
     b) any owner or officer of entity seeking contract with the city (Question 3)
     c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
     d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
     e) the spouse of any individual listed in response to (a) through (d) above
     f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

[✓] Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

[ ] List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

     a) Legal signatory of a high-profile contract
     b) Any individual seeking a high-profile contract
     c) Any owner or officer of an entity seeking a high-profile contract
     d) The spouse of any of individual listed in response to (a) through (c) above
     e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

[✓] I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

[ ] I am aware of the following conflict(s) of interest:

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

Please fill out this form online, print completed form and submit with
proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a ⊙ New Submission or ○ Correction or ○ Update to previous submission.

---

*1. Name of person submitting this disclosure form.

First: Daniel   M.I. L   Last: McWilliams   Suffix:

---

*2. Contract information.

a) Contract or project name: QUEUE MEASUREMENT SYSTEM FOR SAN ANTONIO INTERNATIONAL AIRPORT

b) Originating department: Aviation Department

---

*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

Infax, Inc.

---

*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.

[✓] Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

[ ] Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

---

*5. List any individuals or entities that will be subcontractors on this contract.

[✓] Not applicable. No subcontractors will be retained for this contract.

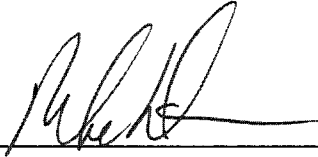[ ] Subcontractors may be retained, but have not been selected at the time of this submission.

[ ] List of subcontractors, including the name of the owner(s), and business name:

---

*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

[✓] Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

[ ] List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

By submitting this proposal, Infax, Inc. acknowledges that we have read the RFP documents and addendums; that we understand the RFP requirements and we agree to be bound by the entire proposal documents.

_____

Signature

David M. Davis

_____

Officer Name

President

_____

Title

12/11/14

_____

Date

EXHIBIT B

PROPRIETARY INFORMATION NOTICE

Infax, Incorporated reserves all rights on these documents. No part of this document may be reproduced, transmitted, transcribed, stored in any retrieval system, or translated into any language in any form or by any means – electronic, mechanical, magnetic, optical, chemical, manual or otherwise – without the express prior written permission of Infax, Incorporated, 4250 River Green Parkway, Suite D, Duluth, Georgia, 30096.

Table of Contents

RESPONDENT QUESTIONNAIRE

RFCSP ATTACHMENT A, PART ONE

<u>**RESPONDENT QUESTIONNAIRE**</u>

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

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

Principal Address: 4250 River Green Parkway, Suite D

City: Duluth   State: Georgia   Zip Code: 30096-8317

Telephone No. (770) 209-9925   Fax No: (770) 209-0671

Website address: www.infax.com

Year established: 5/15/1980

Provide the number of years in business under present name: 29

Social Security Number or Federal Employer Identification Number: 58-1402039

Texas Comptroller's Taxpayer Number, if applicable: 15814020390
(NOTE: This 11-digit number is sometimes referred to as the Comptroller's TIN or TID.)

DUNS NUMBER: _____

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

___ Individual or Sole Proprietorship If checked, list Assumed Name, if any: _____
___ Partnership
X Corporation   If checked, check one: X For-Profit   ___ Nonprofit
Also, check one: ___ Domestic   X Foreign
___ Other If checked, list business structure: _____

Printed Name of Contract Signatory: David M. Davis
Job Title: President

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

_____
_____
_____

Provide address of office from which this project would be managed:
City: Duluth   State: Georgia   Zip Code: 30096-8317

Telephone No. (770) 209-9925   Fax No: (770) 209-0671

Annual Revenue: $ Private-Non-disclosed (See Financial Information section)

Total Number of Employees: 35

Total Number of Current Clients/Customers: 250+

Briefly describe other lines of business that the company is directly or indirectly affiliated with:
Passenger Information Systems, Judicial Software, and Wayfinding.

_____
_____

List Related Companies:
_____
_____
_____

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

Name: _____ Tracy Davis _____ Title: Transportation Account Executive _____

Address: _____ 4250 River Green Parkway, Suite D _____

City: _____ Duluth _____ State: _____ Georgia _____ Zip Code: 30096-8317

Telephone No. _____ (770) 209-9925 _____ Fax No: (770) 209-0671 _____

Email: _____ tdavis@infax.com _____

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

Yes ___ No X

4. Is Respondent authorized and/or licensed to do business in Texas?

Yes X No ___ If "Yes", list authorizations/licenses.

_____

_____

5. Where is the Respondent's corporate headquarters located? _____ Georgia _____

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

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

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

Years _____ Months _____

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

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

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

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

Years _____ Months _____

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

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

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

_____

_____

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

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

_____

_____

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

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

_____

_____

10. **Disciplinary Action**: Has the Respondent ever received any disciplinary action, or any pending disciplinary action, from any regulatory bodies or professional organizations? If "Yes", state the name of the regulatory body or professional organization, date and reason for disciplinary or impending disciplinary action.

None
_____

_____

11. **Previous Contracts:**

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

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

   _____

   _____

   b. Has any officer or partner proposed for this assignment ever been an officer or partner of some other organization that failed to complete a contract?
   Yes ___ No _X_ If "Yes", state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

   _____

   _____

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

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

   _____

   _____

REFERENCES

Provide three (3) references, that Respondent has provided services to within the past three (3) years. The contact person named should be familiar with the day-to-day management of the contract and be willing to respond to questions regarding the type, level, and quality of service provided.

Reference No. 1:

Firm/Company Name ___City of Houston (IAH, HOU)___

Contact Name: ___Darryl Daniel___ Title: ___Senior Consultant___

Address: ___16930 JFK Blvd.___

City: ___Houston___ State: ___Texas___ Zip Code: ___77032___

Telephone No. ___281-233-1622___ Fax No: ___Fax: 281-233-1725___

Date and Type of Service(s) Provided: ___Queue Management, MUFIDS,___

___AODB, RMS___

Contact Email Address: ___ddaniel@derekconsulting.com___

Reference No. 2:

Firm/Company Name ___Will Rogers World (OKC/KOKC)___

Contact Name: ___Steve Silberg___ Title: ___Systems Support Specialist II___

Address: ___7100 Terminal Drive, Unit 937___

City: ___Oklahoma City___ State: ___OK___ Zip Code: ___73159-0937___

Telephone No. ___(405) 316-3206___ Fax No: ___(405) 680-3311___

Date and Type of Service(s) Provided: ___MUFIDS, GIDS, BIDS___

Contact Email Address: ___steve.silberg@okc.gov___

Reference No. 3:

Firm/Company Name ___Metropolitan Nashville Airport Authority (BNA/KBNA)___

Contact Name: ___Vanessa Hickman___ Title: ___Vice President & Chief Information Officer___

Address: ___One Terminal Drive, Suite 501___

City: ___Nashville___ State: ___TN___ Zip Code: ___37214-4114___

Telephone No. ___(615) 275-2012___ Fax No: ___(615) 275-2012___

Date and Type of Service(s) Provided: ___Queue Management, MUFIDS,___

___GIDS, BIDS___

Contact Email Address: ___vanessa_hickman@nashintl.com___

EXPERIENCE, BACKGROUND & QUALIFICATIONS

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe three relevant non-City projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/ work performed.

- Infax, Inc. has been providing Queue Management Services and analytics to airports since late 2012. The airports that are currently using the product are of a similar size as SAT or larger. The product has been deployed in 12 checkpoints in US based airports. All work done in public areas was coordinated with the airport and completed at night in accordance with the airport's work rules. No impact was made to the airport during installation of the projects.

2. Indicate the number of years Respondent has been in the business of providing Queue Measurement Systems, both at airports and non-airport facilities.

- Infax, Inc. has been providing transportation technology products since 1970. The Queue Management System (TRAX) was introduced and deployed beginning in fourth quarter 2012.

3. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.

- Infax, Inc. provides a number of technology products to the aviation industry. These include Multi-user flight information display systems (MUFIDS), Airport Operational Databases (AODB), Airport Resource Management Systems and Queue Management Systems. San Antonio International Airport is a current customer of Infax and uses several of our transportation technology products.

4. List all Queue Measurement System projects that the Respondent has completed in the last four years, noting which were specifically for airports.

- Infax, Inc. has completed three airport queue management systems using Bluetooth and Video analytics technologies. George Bush Intercontinental Airport (IAH) has 9 checkpoints operational, William P. Hobby Airport has one check point operational and Nashville International Airport has two checkpoints operational.

5. List all Queue Measurement System projects that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion.

- Infax, Inc. is currently expanding the Nashville International Airport's queue management product for increased analytics for planning future TSA and airport manpower needs.

6. Describe Respondent's specific experience with airport clients. If Respondent has provided services for the City of San Antonio in the past, identify the name of the project and the department for which Respondent provided those services.

- Infax, Inc. has been providing technology-based systems for the airport industry since 1980. We currently have systems and products being used in over 80 U.S. airports. San Antonio International Airport uses Infax's multi-user flight information system, gate information display system, baggage information display system and mobile website products.

7. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.

   - N/A.

8. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected in the organizational chart:

   - We have provided this information in Appendix D.

   a. Identify each individual's relationship with the Respondents organization-employee, contractor, 3rd party service/software provider.

   b. Identify relevant experience on projects of similar size and scope.

   c. State the primary work assignment and the percentage of time to be devoted to the project.

   d. Provide resumes as an appendix to submitted proposal.

   - We have provided this information in Appendix E.

9. Describe the company's support organization and volume of support inquiries managed per month over the past two years.

   - Infax, Inc. has a dedicated team on support staff for supporting all our airport-based products including the TRAX queue management system product line. The Infax support department supports these systems on a 24/7/365 basis. Our Microsoft Dynamics CRM Service Desk software tracks all calls. Airport related service calls range from 100-150 per month.

10. List the customers currently using proposed solution. Include company name, type of business, city & state.

    - George Bush Intercontinental Airport, Houston, TX

    - William P. Hobby Airport, Houston, TX

    - Nashville International Airport, Nashville, TN

11. For the three (3) references that have been provided in the previous section of this solicitation, the City is requesting these references be recently engaged with Respondent on similar projects. In addition to listing them, please describe a general overview of the business function delivered for that project.

    - References for similar projects are included with this proposal.

12. What percentage of existing customers are current with their annual support contract?

    - All support agreement customers are current.

13. Indicate Respondent's experience with any interfaces (i.e. InFax, Active Directory, websites).

    - Infax, Inc. has developed data exchange interfaces with all the major US airline carriers, the FAA and content delivery systems including weather, advertising and public address systems.

14. Describe experience Respondent has with reporting features in the system.

    - The Infax TRAX system utilizes a Microsoft SQL database and reporting engine. Reports are

user configurable and standard reports including passengers through checkpoint, wait time in minutes, etc.

15. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the e Respondent's qualifications.

- Infax, Inc. has previous experience in with installing technology-based systems with the San Antonio International Airport. We understand not only the technology part of the system but also the project management and airport rules regarding safety and security.

Requirements Traceability Matrix

a. Complete the Traceability Matrix (attached as separate document)

- Completed and included at the end of this section.

b. Provide comments on any "N" response in column D. If more room is needed, Respondent may refer to Proposed Plan.

1. **Project Management**

a. Describe project management plan (Project Approach and Methodology)

- Included with our proposal

b. Provide a sample plan for deployment of proposed solution, to include:

- Milestones

- List of deliverables for each milestone

- Client and City resources required to complete milestone

- Vendor travel requirements (if any)

- System/Server installation Requirements including Procurement time

- Training

- Client Roll-Out

- Our proposed project schedule is included. See Appendix H.

c. Identify any known risks that have been experienced

- Coordinating camera locations with TSA approval.

d. Provide sample contracts/documents for proposed solution, to include:

- Software Licensing

- Professional Services Agreements/Service Level Agreements

- Maintenance & Support

- Technical Support Service Level Agreement

- System/Application Problem Resolution

- Customer Support Service Level Agreement (Help Desk, Phone Support)

- The Infax software license software and our support/service agreement with the San Antonio International Airport is included with the proposal.

- Sample contracts and documents are include in Appendix ....

e. Describe the warranty period post go-live. Provide severity levels of issues that may be encountered and response times. Describe the process the client must follow to report issues/problems.

- Our understanding that is not a "mission critical system" meaning that the passengers are still able to reach their gates without problems. Most problems are able to be handled remotely through an already established VPN process with San Antonio International Airport. The airport is currently using the Infax process for trouble reporting and problem resolution. Trouble reports can either be called in to the Infax help desk number or sent via email to support@infax.com

2. **Solution Information**

a. Identify any limitations that may exist related to volume of transactions, storage capacity, and other factors.

- None.

b. Describe any unique and/or innovative functionality and/or deployment methods that respondent may offer. Indicate whether these features are included as part of the proposal, including cost.

- The Infax TRAX Queue monitoring system includes the required video option and can be expanded to incorporate Bluetooth tracking and beacon technology.

c. List standard reports that are included in the proposed solution

d. List standard screen shots that are included in the proposed solution (dashboard, FIDS screen layout, website layout)

- Screen shots have been provided in Appendix B.

- The Infax TRAX product uses the Microsoft SQL Database application which includes a report writer module. Standard reports include: passengers per hour, wait time per hour, passengers per week, wait time per week.

3. **Total Cost of Ownership**

a. Describe the costs that may be associated with terminating the software licensing contract, including requirements.

- No costs are associated with software termination. The only request is that any hardware delivered be paid for as it is not returnable.

b. Describe any additional fees for after-hours, weekend, and/or holiday support as it relates to:

   • System/Software Support

   • Application Support

   • System Maintenance

- All the above items can be covered under the support agreement. If no support agreement is active, then calls to the service desk may be invoiced at $250.00 per hour.

c. Describe the costs that may be associated with terminating the service contract, including notification requirements.

- None

4. **Customer Support**

a. Describe Post-Production Warranty Period

   • Duration after Go-Live Date

- One year standard software and manufacturer warranty.

   • Customer Contact Process

- Telephone or email. San Antonio International Airport is a current Infax support customer.

   • After-Hours Support

- Telephone or email.

b. Describe the various options available for customer and technical support.

- Infax offers both Level 1 and Level 2 support. Level 1 is on-site support. Level 2 is remote support including remote access. San Antonio currently is using Infax's Level 2 support for the MUFIDS and Mobile Website.

c. Describe Issue/Problem Severity levels and response times.

- Major – Failure of the server hardware, server operating system, database application or application software resulting in complete system unavailability. Response time: 2 hours typical.

- Secondary – Failure of device (camera, Bluetooth sensor, Beacon) resulting in incomplete data to the database server. Response time: 4 hours typical.

d. What are the support days/hours of operation?

- 24/7365 days per year.

e. If proposed solution includes 3rd party utilities, software, services, etc., describe how customer service support will be managed with these 3rd parties.

- The operating system and database server are Microsoft products and supported through VPN support for updates and repairs.

f. Describe how customer service incidents and/or technical issues are reported and managed.

- Infax uses Microsoft Dynamics CRM to manage and report all service and warranty cases. When a service or warranty call/email comes into the Help Desk a unique case number is assigned. The case number is linked to the Case database and tracked through the process of repair. Emails and call records are stored against this case number which is also logged to the customer account. Calls are escalated depending on the severity of the problem.

5. Maintenance/Upgrades

a. Describe how customers' requests for enhancements are handled. Include practice of how enhancement requests are reviewed and chosen for product upgrades.

- The Infax TRAX product customer requests for enhancement are handled through the sales organization. The client's account representative stays in contact with the client to get feedback on the system and suggested improvements they would like to see implemented in a future version. Typically, the suggestions of multiple clients are reviewed and if similar suggestions are received then the product improvement suggestion is implemented.

b. Describe the frequency of maintenance/upgrades, to include any 3rd party components that may exist.

- The third party components (operating system and database application) are not upgraded unless the client wishes to implement. Patches and upgrades (service packs) are completed remotely after they are tested at Infax to assure that no problems exist between the application software and the patch.

6. Compliance

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

- None

7. Backup and Restore Strategy

a. Describe Backup and Restore strategy.

- The Infax TRAX server database is mirrored and redundant using RAID technology. Because of database mirroring, the restoration of a corrupted database should be immediate.

b. What is the estimated time for recovery should the system database become damaged.

- Immediate.

c. Describe how system errors, delay in performance of the system are handled

- All counting devices (IP based cameras) are connected by standard Ethernet (TCP-IP) connection. If one of the devices becomes inoperative, then the counting for a specific queue line will not be accurate until the failure is resolved. If the network switch connection fails, the entire system will be inoperative. These problems are resolved by replacement of the failed device. We have included a spare camera with in our project pricing.

8. Service/System Availability

a. Include Service Level Agreement (SLA) with the proposal if it pertains to hosting services.

- Infax is not providing a hosted solution.

b. If 3rd party solutions are part of the proposal, describe SLAs from all applicable vendors/contractors/partners. Include SLAs as proposal attachments, if available, and reference them in this section.

- No third party solutions with SLAs are used.

c. Describe how planned and unplanned outages will be handled

- Planned – Planned outages are scheduled during the non-peak or shutdown off the checkpoint.
- Unplanned – The system is designed to automatically restart in the event of an unplanned outage once the problem (power, etc.) is resolved.

d. Describe how planned software maintenance/upgrade notifications to customers are handled. Include timing of notices.

- The customer is contacted by method of choice (email or telephone). For a standard patch a minimum of one week is typical. If it is critical patch (operating system or application software) it can be as short as one day.

9. **System Architecture**

a. Submit comprehensive System Architecture Diagram(s) - Production and Non-Production environments.

- See Appendix G.
  - Hardware Requirements
- Intel Quad Core Server with minimum RAID 1, 4 GB of memory, 500 GB hard drive.
  - Software Requirements
    - Server Operating System and version
- Microsoft Server 2008 or 2012. VMWare also supported.
    - Database and version
- Microsoft SQL 2008 or 2012
    - Storage Requirements
- Minimum 500 GB Disk, 4GB RAM
  - Indicate whether component is vendor owned or 3rd Party (OEM)
    - Subscription Requirements
- Application Software – Vendor Owned
- Operating System and Database – Third party
- Video Analytics Engine – Third party
- No Subscriptions are required.
    - Connectivity Requirements
- Standard TCP/IP connectivity
    - Firewall Rules
- Determined by owner's network management.
    - Identify where system communications are initiated and received
- Server shall reside inside the firewall. Support connectivity is by SAT VPN connection.

b. Identify licensing required by client for deployment of solution

  - OS License
- Microsoft 2008/2012 Server
  - Database License
- Microsoft SQL 2008/2012
  - Other

- Infax TRAX Solution
- Agent VI Video Analytics Engine

c. Mobile Devices

- List all potential Operating Systems / Devices that are supported

- Mobile use is accomplished through web servers using HTML5 protocol. All mobile operating systems that have HTML5 browsers are supported.
  - Describe hardware/software requirements for Queue Measurement solution for mobile devices.
- Any mobile device that supports HTML5 browser capability.

Proposal should include architecture diagrams showing connectivity between client mobile devices and vendor hosted infrastructure.

- Standard HTTP/HTTPS web browser support is used.

10. Security & Privacy

a. Describe access management controls used by solution.

- Active Directory is used for access management

b. Describe secure communication for all access, integration, and data transfer including the level of security/monitoring that is in place for firewalls, intrusion detection, data encryption, SSL and application security, etc.

- It is our understanding that an existing VLAN shall be used for this application so all security rules are defined by the owner. Infax will use the same access as is used for the MUFIDS support.

c. Indicate whether customer can export data at will or if it must be requested. If data extract must be requested, indicate turnaround time

- The queue monitoring application uses an open architecture database so the customer can export the data at any time.

d. Access to historical and current data (i.e. peak queue times)

- The queue monitoring application uses an open architecture database so the customer can export the data at any time.

11. Hosting Site Information

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

- This not a hosted solution.

12. Backup & Disaster Recovery

a. Describe your disaster recovery plan.

- The application software is backed up at Infax and can be deployed remotely, database is mirrored as is the application so the back for both also reside at the customer's site.

13. Additional Information

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

- None.

REQUIREMENTS TRACEABILITY MATRIX - AVIATION QUEUE MEASUREMENT SYSTEM

Rqmt #	Functional Requirement	Business Priority Mandatory=M	Existing, out-of-box functionality Y/N	Delivered after solution is configured (included in price)	Delivered after customization (included in price)	Delivered through Integration with Third Party Tool or existing City application (indicate tool or City application; included in price)	Not Offered	Vendor Comments [A]
				Vendor Solicitation Responses				
1.0	Hardware / Platform							
1.1	If the solution will operate on City servers, it shall meet the minimum specifications provided in RFCSP Exhibit 3.	M	Y					
1.2	The server operating system shall be compliant with City standards provided in RFCSP Exhibit 3.	M	Y					
1.3	Solution shall utilize existing City desktop and laptop hardware provided in RFCSP Exhibit 3.	M	Y					
1.4	The desktop/laptop operating system shall be compliant with City standards provided in RFCSP Exhibit 3.	M	Y					
1.5	The system shall utilize city standard backup products provided in RFCSP Exhibit 3.	M	Y					
1.6	The solution shall utilize City standard RDBMS for all database requirements as provided in RFCSP Exhibit 3.	M	Y					
1.7	Respondent shall identify any components within the proposed solution that do not meet CoSA Technology standards	M	Y					None
2.0	Data							
2.1	Solution shall allow for the creation of reports utilizing standard reporting tools provided in RFCSP Exhibit 3.	M	Y					
2.2	Data from standard reports shall be able to be exported in a format that can be opened and read by Microsoft Excel or equivilent.	M	Y					
2.3	Solution shall utilize industry-standard Application Programming Interfaces (API), adapters, adapter development kits and similar enterprise application integration (EAI) tools to facilitate interfaces between the proposed and existing systems.	M	Y					
2.4	Solution shall provide the ability to accommodate additional interfaces as new external systems are developed and deployed.	M	Y					
3.0	Design							
3.1	Design the configuration/layout of all the hardware components of the System including the location of all cameras, servers, wiring, and other equipment required for the System to be operational and to accurately measure the wait time at the Checkpoint to within 3 minutes of the actual wait time ("System Accuracy Requirement").	M	Y					
3.2	Provide all the software necessary for the System to operate, including any and all operating system licenses, and to integrate the System with the existing MUFIDS system (provided by InFax) and Websites so that the current estimated wait time for the Checkpoint can be displayed on both the MUFIDS and the Websites. Website integration shall be achieved via web services.	M	Y					
3.3	The system should provide an electronic dashboard displaying the current wait time at the Checkpoint. This dashboard must be accessible to concurrent users remotely by computer through a username and password via Active Directory integration.	M	Y					
3.4	The system should provide an ability to perform ad-hoc and routine reporting to analyze trends.	M	Y					
3.5	Provide drawings and specifications for all the hardware components of the System.	M	Y					
4.0	Installation							
4.1	Coordinate with the City's Airport IT Division for port assignments.	M	Y					
4.2	Provide, install, and connect all the equipment and materials (e.g. cameras, servers, conduit, wiring, etc.) necessary for the System to operate.	M	Y					
4.3	Install and configure all required software for the operation of the System and to integrate the System with the MUFIDS and the Websites so that the current wait times can be displayed.	M	Y					
4.4	Install and configure all required software for the operation of the electronic dashboard.	M	Y					
4.5	Install and configure the ad hoc and routine report generating software so the City can analyze trends.	M	Y					
4.6	Provide as-built drawings showing the location of all the hardware components of the System, how those components are connected to each other, and where they are connected to electricity and to the Airport IT network.	M	Y					
5.0	Activation							

REQUIREMENTS TRACEABILITY MATRIX - AVIATION QUEUE MEASUREMENT SYSTEM

Rqmt #	Functional Requirement	Business Priority Mandatory=M	Vendor Solicitation Responses					
			Existing, out-of-box functionality Y/N	Delivered after solution is configured (included in price)	Delivered after customization (included in price)	Delivered through integration with Third Party Tool or existing City application (indicate tool or City application; included in price)	Not Offered	Vendor Comments [A]
5.1	Activate and test all the components of the System to ensure that the System is fully operational and meets the System Accuracy Requirement. Providing documentation indicating the System is meeting the System Accuracy Requirement.	M	Y					
5.2	Ensure that the System is properly integrated with the Airport's MUFIDs system and Websites to display the current wait time.	M	Y					
5.3	Ensure that the electronic dashboard is properly functioning.	M	Y					
5.4	Ensure ad-hoc and routine reporting software is properly functioning.	M	Y					
5.5	Train staff on dashboard and report functionality.	M	Y					
6.0	Maintenance							
6.1	The complete maintenance ("Maintenance Services") of the System for 5 years including, but not be limited to: 1) Software maintenance/updates; 2) Troubleshooting services; 3) Hardware component replacement and repairs; 4) Preventive maintenance services for the system; 5) Semi-annual System Accuracy Requirement checks and documentation; 6) Additional System Accuracy Requirement checks as requested by City; and 7) Any recalibrations of the System needed as a result of the findings of the system Accuracy Requirement checks	M	Y					
6.2	Maintenance Services shall commence on the date the City gives final acceptance of the System.	M	Y					
6.3	The cost for first year of maintenance shall be included in the cost for the design, installation, and activation of the System.	M	Y					
6.4	In Years 2 through 5, Maintenance Services shall be provided at the selected respondent's documented cost.	M	Y					

[A] Provide comments on any "N" responses in column D. If more room is needed, Respondent may refer to Proposed Plan.

PROPOSAL PLAN AND SOLUTION

PROPOSED PLAN

The Infax approach to project management is to follow the Project Management Body Of Knowledge (PMBOK) Methodology. Infax will assign a project manager who will be responsible for the duration of the project. This project manager will take the initial project management plan, presented in draft as a part of the appendices to this response, and will work closely with San Antonio International Airport representatives to create a completed Project Management Plan. The creation of this project management plan will be the foundation for the overall control and management of the project through completion.

The approach used for a project of this nature is to focus on process controls and communication. Process controls include the project schedule, risk management plan, quality plan, budget management, and change control. These tools, along with others identified in the project management plan, will be critical in keeping the project on schedule and getting the in-scope work completed by the required date. Communications processes will be further defined in the project management plan, however weekly project status meetings will be held to ensure that communication happens on a consistent basis. Additional communication will occur through email, telephone, and impromptu meetings, however, the project manager will use forecasting tools and other mechanisms to communicate project status. This includes reporting on the project on a weekly basis, reporting progress on active project tasks, providing a one, two and three week outlook, reporting on issues, risks, providing a summary review of open changes and updating the project schedule.

In order to keep the project on track, Infax will conduct several meetings. These are grouped into four types of meetings, which are planned for this project:

Kickoff - The kickoff meeting is intended to start the project. The key project participants from all sides are encouraged to attend this meeting . This meeting is expected to be less than 2 hours in duration, but will be the starting point to ensure that the entire team has the same understanding.

Workshops - Workshops are intended to bring definition to the key tasks of the project, including the project plan, the requirements, and the design. These workshops will bring definition to these key deliverables and ensure that the project meets the expectations of San Antonio International Airport.

Status - Status meetings will be conducted weekly. Some will be conf. calls, while others will be in person meetings. The in person meetings correspond to the points in the schedule where major activity is occurring on site. Along with the general status of the project, the project schedule, look-ahead, risk and issues log, and deliverables log will be discussed to ensure that everyone has a good perspective on the status of the project.

Closeout - The final meeting will be to close out the project and to deliver any remaining deliverables, as well as conduct any final signoffs, if required.

The support of San Antonio International Airport staff is required to make this project successful. In the included project plan, the tasks, which require San Antonio International Airport to complete, are clearly identified under the resources column. These tasks include: meetings; server provisioning, network provisioning (setting up the VLANs and network routing); Database provisioning; testing; and training.

Requirements

During the requirements phase, the team will review the existing system, as well as review the requirements as defined in the RFPs and proposal response. These requirements will be turned into a requirements document, which will be delivered to San Antonio International Airport for their signoff and approval. This is critical for the success of the project, as it ensures that all parties agree to the requirements so that unmet

expectations can be managed and eliminated. During this phase, the team will also create the cutover plan. this plan will be delivered during the design phase, so that San Antonio International Airport can review and comment on the plan while the design work is occurring.

Design

During the design phase, the team will take the requirements and design the final solution. Design documents detailing the design, as well as sample screen displays will be presented to San Antonio International Airport for their approval. It is understood that some changes may occur in the field, however, it is critical that a baseline design be completed and agreed to, so that the scope is clearly defined for delivery. Also, the cutover plan will be delivered for review during this phase.

Implementation

The implementation phase is designed so that all of the pre-work for the cutover can be completed prior to the cutover actually occurring. This phase entails all of the backend servers, network, and database work to be completed. This is also the most critical phase in the project(s), as there is a dependency for most of the tasks on San Antonio International Airport. This will require commitment from all parties, as well as close coordination to ensure a smooth implementation phase. Once this phase is completed, any display can be connected to either system and be cutover with little effort. All displays will be moved to the new system under the implementation phase, but there is a dependency on successful completion of the cutover phase prior to the start of these activities. Also, all testing can be done in a lab environment, should San Antonio International Airport want to perform some testing prior to cutover. Details of any testing will need to be worked out between all parties to ensure that it fits within the project schedule.

Cutover

The cutover phase is designed to allow for trial or 'dry' runs of the cutover before the actual implementation phase is completed. These trials can be conducted once the infrastructure and server requirements are completed. This phase will require signoff and acceptance from all parties before any additional work can continue.

Testing

The Testing phase is designed so that testing can occur during the project. The key deliverable out of this phase will be the Acceptance Test Plan, as well as signoff on any testing conducted. This phase will be further detailed in the Acceptance Test Plan.

Training

The training program for each project is very detailed in the RFP, as well as the project schedule. The intent of this phase is to ensure that the proper training is conducted and that San Antonio International Airport is prepared to provide the support level selected. It is also key that the airlines are properly trained, and that they are able to update and use the systems.

Project Closeout

Project closeout will occur after substantial completion, and completion of all tasks. This phase is the final project signoff, as well as delivery of the final as-built drawings, warranties, and software licenses to San Antonio International Airport.

CONTRACTS DISCLOSURE FORM

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

Please fill out this form online, print completed form and submit with proposal to originating department. All questions must be answered.

For details on use of this form, see Section 2-59 through 2-61 of the City's Ethics Code.

*This is a ⊙ New Submission or ○ Correction or ○ Update to previous submission.

*1. Name of person submitting this disclosure form.

First: Daniel	M.I. L	Last: McWilliams	Suffix:

*2. Contract information.

a) Contract or project name: QUEUE MEASUREMENT SYSTEM FOR SAN ANTONIO INTERNATIONAL AIRPORT

b) Originating department: Aviation Department

*3. Name of individual(s) or entity(ies) seeking a contract with the city (i.e. parties to the contract).

Infax, Inc.

*4. List any individual(s) or entity(ies) that is a partner, parent, joint venture, or subsidiary entity(ies) of the individual or entity listed in Question 3.

[✓] Not applicable. Contracting party(ies) does not have partner, parent, joint venture, or subsidiary entities.

[ ] Names of partner, parent, joint venture or subsidiary entities, and all the board members, executive committee members, and officers of each entity:

*5. List any individuals or entities that will be subcontractors on this contract.

[✓] Not applicable. No subcontractors will be retained for this contract.

[ ] Subcontractors may be retained, but have not been selected at the time of this submission.

[ ] List of subcontractors, including the name of the owner(s), and business name:

*6. List any attorneys, lobbyists, or consultants retained by any individuals listed in Questions 3, 4, or 5 to assist in seeking this contract.

[✓] Not applicable. No attorneys, lobbyists, or consultants have been retained to assist in seeking this contract.

[ ] List of attorneys, lobbyists, or consultants retained to assist in seeking this contract:

City of San Antonio
Contracts Disclosure Form

Office of the City Clerk

*7. Disclosure of political contributions.

List any campaign or officeholder contributions made by the following individuals in the past 24 months totaling more than $100 to any current member of City Council, former member of City Council, any candidate for City Council, or to any political action committee that contributes to City Council elections:

      a) any individual seeking contract with the city (Question 3)
      b) any owner or officer of entity seeking contract with the city (Question 3)
      c) any individual or owner or officer of an entity listed above as a partner, parent, or subsidiary business (Question 4)
      d) any subcontractor or owner/officer of subcontracting entity retained for the contract (Question 5)
      e) the spouse of any individual listed in response to (a) through (d) above
      f) any attorney, lobbyist, or consultant retained to assist in seeking contract (Question 6)

[✓] Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

[ ] List of contributions:

Updates on Contributions Required

Information regarding contributions must be updated by submission of a revised form from the date of the submission of this form, up through the time City Council takes action on the contract identified in response to Question 2 and continuing for 30 calendar days after the contract has been awarded.

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

Under Section 2-309 of the Municipal Campaign Finance Code, the following listed individuals are prohibited from making a campaign or officeholder contribution to any member of City Council, candidate for City Council or political action committee that contributes to City Council elections from the 10th business day after a contract solicitation has been released until 30 calendar days after the contract has been awarded:

      a) Legal signatory of a high-profile contract
      b) Any individual seeking a high-profile contract
      c) Any owner or officer of an entity seeking a high-profile contract
      d) The spouse of any of individual listed in response to (a) through (c) above
      e) Any attorney, lobbyist, or consultant retained to assist in seeking a high-profile contract

Penalty. A high-profile contract cannot be awarded to the individual or entity if a prohibited contribution has been made by any of these individuals during the contribution "black-out" period, which is the 10th business day after a solicitation has been released until 30 calendar days after the contract has been awarded.

*8. Disclosure of conflict of interest.

Are you aware of any fact(s) with regard to this contract that would raise a "conflict of interest" issue under Sections 2-43 or 2-44 of the City Ethics Code for any City Council member or board/commission member that has not or will not be raised by these city officials?

[✓] I am not aware of any conflict(s) of interest issues under Section 2-43 or 2-44 of the City Ethics Code for members of City Council or a city board/commission.

[ ] I am aware of the following conflict(s) of interest:

City of San Antonio
Contracts Disclosure Form

**Office of the
City Clerk**

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*9. Prohibited Interest in Contracts.

Currently, or within the past twelve (12) months, have you, your spouse, sibling, parent, child or other family member within the first degree of consanguinity or affinity served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner or employee of a business entity in which you, your spouse, parent, child own 10% or more of the voting stock or shares, or 10% or more of the fair market value served on a City board or commission?

Currently, or within the past twelve (12) months, has an owner, partner, or employee of a business entity who owns 10% or more of the voting stock or shares, or 10% or more of the fair market value, that will be a subcontractor for this contract, served on a City board or commission?

☑ No

☐ Yes

Notice Regarding Prohibited Interest in Contracts.

Please be aware, the City's Charter and Ethics Code prohibits members of certain more-than-advisory boards and commissions, as well as their close family members and any businesses they or their families hold a 10% or greater ownership interest from obtaining a contract with the City during their board or commission service. The prohibition extends to subcontracts on City contracts, and would also apply to parent, subsidiary or partner businesses owned by the member of the board or commission and their family. Please see Section 141 of the City Charter and Section 2-52 of the City Ethics Code (Prohibited Interests in Contracts) for complete information.

Former members of certain more-than-advisory boards and commissions, their family members and the businesses they own will continue to be prohibited from obtaining any discretionary contracts for one year after leaving City service. Please see Section 2-58 of the City Ethics Code (Prohibited Interest in Discretionary Contracts) for complete information.

Please note that any contract in place at the time the applicant becomes a City officer may remain in effect, but cannot be amended, extended, modified, or changed in any manner during the officer's City service on the more-than-advisory board.

If you have any questions, please contact the Office of the City Attorney to request to speak with a member of the Ethics staff: (210) 207-8940.

Acknowledgements

*1. Updates Required

☐ I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale,or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.

*2. No Contact with City Officials or Staff during Contract Evaluation

☑ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

This no-contact provision shall conclude when the contract is posted as a City Council agenda item. If contact is required with city officials or employees, the contact will take place in accordance with procedures incorporated into the solicitation documents. Violation of this prohibited contacts provision set out in Section 2-61 of the City Ethics Code by respondents or their agents may lead to disqualification of their offer from consideration.

City of San Antonio
Contracts Disclosure Form

**Office of the
City Clerk**

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*3. Contribution Prohibitions for "High-Profile" Contracts

⦿ This is not a high-profile contract.

○ This is a high-profile contract.

*4. Conflict of Interest Questionnaire (CIQ)

Chapter 176 of the Local Government Code requires <u>all</u> contractors and vendors to submit a Conflict of Interest Questionnaire Form (CIQ) to the Office of the City Clerk, even if contract is not designated as "High Profile".

☑ I acknowledge that I have been advised of the requirement to file a CIQ form under Chapter 176 of the Local Government Code.

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*Oath

☑ I swear or affirm that the statements contained in this Contracts Disclosure Form, including any attachments, to the best of my knowledge and belief are true, correct, and complete.

Your Name: Daniel L. McWilliams   **Title:** C.F.O.

Company Name or DBA: Infax, Inc.   **Date:** 12/10/2014

Please fill this form out online, print completed form and submit with
proposal to originating department. All questions must be answered.
If necessary to mail, send to:
Purchasing
P.O. Box 839966
San Antonio, Texas 78283-3966

LITIGATION DISCLOSURE FORM

LITIGATION DISCLOSURE FORM

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

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

<div align="center">Yes ___   No _X_</div>

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

<div align="center">Yes ___   No _X_</div>

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

<div align="center">Yes ___   No _X_</div>

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

PRICING SCHEDULE

Item	Initial Period	Year 2	Year 3	Year 4	Year 5	Total Cost
System Application						
One-time License Fee with 1 Year Warranty	13800	0	0	0	0	13800
Recurring license fee	0	0	0	0	0	0
Annual Maintenance Fee	0	4380	4386	4474	4608	17848
One-Time Setup Fee	0	0	0	0	0	0
Hosting / Service Cost	0	0	0	0	0	0
Other Software - One-time License Fee						
Database	1059	0	0	0	0	1059
Software	0	0	0	0	0	0
Operating System and Utilities	750	0	0	0	0	750
Development Tools		0	0	0	0	0
Reporting Tools		0	0	0	0	0
Other Software		0	0	0	0	0
Other Software - Re-Occurring Maintenance/Support Fee						
Database	0	0	0	0	0	0
Software	0	0	0	0	0	0
Operating System and Utilities	0	0	0	0	0	0
Development Tools	0	0	0	0	0	0
Reporting Tools	0	0	0	0	0	0
Other Software	0	0	0	0	0	0
Specialized Hardware - One Time Cost						
(vendor to provide list and costs)						0
Dell Server - Quantity 1	2188	0	0	0	0	2188
IP Cameras and lenss - Quantity 10	9090	0	0	0	0	9090
Camera Mounting Hardware	2043	0	0	0	0	2043
						0
						0
						0
						0
						0
						0
Specialized Hardware - Re-Occurring Maintenance/Support						
(vendor to provide list and costs)						0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
		0	0	0	0	0
Solution Implementation						
Project Initiation and Management	3800					3800
Functional Requirements/Validation	1000					1000
Software Installation	1000					1000
System Design	2000					2000
System Configuration	2000					2000
Development- Customization	9940					9940
Development-Integration	4750					4750
Development - Other	1000					1000
Conversion/Migration	1000					1000
System Testing	4000					4000
Training Deployment	4000					4000
Cut-Over, Go-Live, Post Go Live	2000					2000
Final Acceptance Testing	2412					2412
Other-Implementation (Low Voltage Installation Est.)	25000					25000
Other Costs						
(vendor to provide list and costs)						
						0
						0
						0
						0
						0
						0
						0
						0
						0
						0
Total Fixed Cost	92832					92832
Total Recurring Costs		4380	4386	4474	4608	17848
Total system cost						110680

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SIGNATURE PAGE

RFCSP ATTACHMENT E

SIGNATURE PAGE

Respondent, and co-respondent, if any, must complete City's Certified Vendor Registration (CVR) Form prior to the due date for submission of proposals. The CVR Form may be accessed at: http://www.sanantonio.gov/purchasing/ or the direct link at: http://www.sanantonio.gov/purchasing/saeps.aspx

By submitting a proposal, whether electronically or by paper, Respondent represents that:

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

IF AWARDED A CONTRACT IN RESPONSE TO THIS RFCSP, RESPONDENT CERTIFIES THAT IT IS ABLE AND WILLING TO COMPLY WITH THE VENUE, THE INSURANCE AND INDEMNIFICATION REQUIREMENTS SET OUT IN RFCSP EXHIBITS 1 & 2. A FAILURE TO COMPLY WITH THE VENUE, JURISDICTION AND ARBITRATION, INTELLECTUAL PROPERTY, UNDISCLOSED FEATURES, OWNERSHIP AND LICENSES, CERTIFICATIONS, ACCEPTANCE CRITERIA, INSURANCE AND INDEMNIFICATION REQUIREMENTS OF THIS RFCSP WILL RESULT IN REJECTION OF THE PROPOSAL. RESPONDENT UNDERSTANDS AND AGREES THAT THE TERMS CONTAINED IN THIS RFCSP ARE PART OF THE FINAL CONTRACT AND PREVAIL OVER ANY CONFLICTING TERMS IN ANY DOCUMENT FURNISHED BY RESPONDENT, EVEN IF NOT EXPRESSLY PROVIDED IN THE BODY OF THE CONTRACT.

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

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

Respondent agrees to fully and truthfully submit the Respondent Questionnaire form and understands that failure to fully disclose requested information may result in disqualification of proposal from consideration or termination of contract, once awarded.
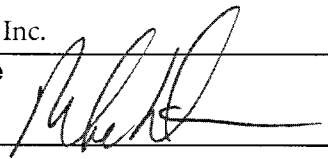
To comply with the City's Ethics Code, particularly Section 2-61 that prohibits a person or entity seeking a City contract - or any other person acting on behalf of such a person or entity - from contacting City officials or their staff prior to the time such contract is posted as a City Council agenda item.

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

If submitting your proposal by paper, complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your proposal.

Respondent Entity Name: Infax, Inc.

Signature: _____

Printed Name: David M. Davis

Title: President

Email Address: mdavis@infax.com

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

_____
Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

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

_____
Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

VOSB PREFERENCE PROGRAM TRACKING FORM

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

Authority. The City of San Antonio Veteran-Owned Small Business Preference Program Ordinance 2013-12-05-0864 adopted a veteran-owned small business preference program for specific contracting categories for solicitations issued after January 15, 2014.

Tracking. This solicitation is not eligible for a preference based on status as a veteran-owned small business (VOSB). Nevertheless, in order to determine whether the program can be expanded at a later date, the City tracks VOSB participation at both prime contract and subcontract levels.

Certification. The City relies on inclusion in the database of veteran-owned small businesses (VOSB) maintained by the U.S. Small Business Administration to verify VOSB status; however, veteran status may also be confirmed by certification by another public or private entity that uses similar certification procedures.

Definitions. The program uses the federal definitions of veteran and veteran-owned small business found in 38 CFR Part 74.

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.

- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

The program does not distinguish between a veteran and a service-disabled veteran-owned business and is not limited geographically.

COMPLETE THE FOLLOWING FORM AND SUBMIT IT WITH YOUR BID/PROPOSAL.

City of San Antonio

Veteran-Owned Small Business Program Tracking Form

SOLICITATION NAME/NUMBER: Queue Measurement System For San Antonio International Airport
RFCSP 014-066; 6100005065

Name of Respondent:	Infax, Inc.	
Physical Address:	4250 River Green Parkway, Suite D	
City, State, Zip Code:	Duluth, Georgia 30096-8317	
Phone Number:	(770) 209-9925	
Email Address:	mdavis@infax.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	(No)
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	(No)
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

Is Respondent subcontracting with a business that is certified as a VOSB? (circle one)	Yes	(No)
Name of **SUBCONTRACTOR** Veteran-Owned Small Business:		
Physical Address:		
City, State, Zip Code:		
Phone Number:		
Email Address:		
Is **SUBCONTRACTOR** certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	(No)
If yes, provide the SBA Certification #		
If not certified by the SBA, is **SUBCONTRACTOR** certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	(No)
If yes, provide the name of the entity who has certified **SUBCONTRACTOR** as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

City of San Antonio

Veteran-Owned Small Business Program Tracking Form
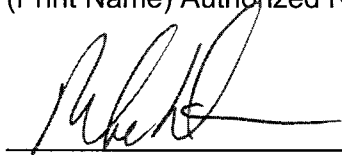

ACKNOWLEDGEMENT

THE STATE OF TEXAS

I certify that my responses and the information provided on Veteran-Owned Small Business Program Tracking Form are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations on this form, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me on this Veteran-Owned Small Business Program Tracking Form may be investigated and I hereby give my full permission for any such investigation. I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

BIDDER/RESPONDENT'S FULL NAME:

David M. Davis

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

President

Title

12/11/2014

Date

This Veteran-Owned Small Business Program Tracking Form must be submitted with the Bidder/Respondent's bid/proposal.

PROPOSAL CHECKLIST

RFCSP ATTACHMENT G

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	X
Respondent Questionnaire RFCSP Attachment A, Part One	X
Experience, Background, Qualifications RFCSP Attachment A, Part Two	X
Proposed Plan and Solution RFCSP Attachment A, Part Three	X
Contracts Disclosure form RFCSP Attachment B	X
Litigation Disclosure RFCSP Attachment C	X
Pricing Schedule RFCSP Attachment D	X
*Signature Page RFCSP Attachment E	X
*VOSBPP Tracking Form RFCSP Attachment F	X
Proposal Checklist RFCSP Attachment G	X
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	X
Financial Information	X
One (1) Original, four (4) Copies and one (1) CD of entire proposal in PDF format.	

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

PROOF OF INSURABILITY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/11/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
Willis Insurance Services of Georgia, Inc. 5 Concourse Parkway 18th Floor Atlanta GA 30328	PHONE (A/C, No, Ext): 404-224-5000		FAX (A/C, No):
	E-MAIL ADDRESS:		

	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : GREAT NORTHERN INS CO	20303
INSURED	INSURER B : FEDERAL INS CO	20281
INFAX, Inc. 4250 River Green Parkway, Suite D Duluth GA 30096	INSURER C : CHUBB IND INS CO	12777
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 1615029759 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y		3601-18-45	9/1/2014	9/1/2015	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	**AUTOMOBILE LIABILITY** X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y		7358-52-20	9/1/2014	9/1/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y		7989-44-17	9/1/2014	9/1/2015	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
								$
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7175-01-46	9/1/2014	9/1/2015	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
A	Professional Liability (E&O) SIR applies per policy terms & conditions Infax, Inc.			3601-18-45	9/1/2014	9/1/2015	Aggregate Each Claim Deductible	$2,000,000 $2,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Queue Measurement System

City of San Antonio, its officers, officials, employees, volunteers, and elected representatives are included as Additional Insureds for General Liability as required by written contract. Waiver of Subrogation applies for Workers Compensation, Employers Liability, General Liability, and Automobile as required by written contract.

David M. Davis

President

CERTIFICATE HOLDER	CANCELLATION
mdavis@infax.com City of San Antonio Attn: Aviation Department – IT Division P.O. Box 839966 San Antonio TX 78283-3966	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2010/05)   The ACORD name and logo are registered marks of ACORD

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on   09/01/14   at 12:01 A. M. standard time, forms a part of
                                       (DATE)

Policy No.   (15)7175-01-46   of the   CHUBB INDEMNITY INSURANCE COMPANY
                                                   (NAME OF INSURANCE COMPANY)

issued to   INFAX, INC.

Endorsement No.

                                                              ——————————————————————
                                                            Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

> ANY PERSON OR ORGANIZATION FOR
> WHOM THE NAMED INSURED HAS
> AGREED BY WRITTEN CONTRACT TO
> FURNISH THIS WAIVER.

(1) with respect to the operation, maintenance or use of a covered "auto"; and

(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:

(a) You executed the "insured contract" or written agreement; or

(b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. **AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. **Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:

a. Overdue loan/lease payments at the time of the "loss";

b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

c. Security deposits not returned by the lessor:

d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. **RENTAL AGENCY EXPENSE**

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. **Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;

2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and

3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.

4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. **EXTRA EXPENSE – BROADENED COVERAGE**

Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. **Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

8. **AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.2. – LIMIT OF INSURACE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

2. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. **EXTENDED CANCELLATION CONDITION**

   Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

   b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. **BROAD FORM INSURED**

   A. **Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

   The Named Insured shown in the Declarations is amended to include:

   1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

   2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

      (a) That is an "insured" under any other automobile policy;

      (b) That has exhausted its Limit of Insurance under any other policy; or

      (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

   Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

   B. **Employees as Insureds**

   Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

   d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

   C. **Lessors as Insureds**

   Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

   e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

      (1) The agreement requires you to provide direct primary insurance for the lessor; and

      (2) The "auto" is leased without a driver.

   Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

   However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

      1. You;

      2. Any of your "employees" or agents; or

      3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

   D. **Persons And Organizations As Insureds Under A Written Insured Contract**

   Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

   f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

   However, such person or organization is an "insured" only:

c. An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE
Under Paragraph D. - DEDUCTIBLE – of
SECTION III – PHYSICAL DAMAGE COVERAGE
the following is added:
No deductible applies to glass damage if the glass
is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES
Paragraph D.- DEDUCTIBLE – of SECTION III –
PHYSICAL DAMAGE COVERAGE is amended to
add the following:
If this Coverage Form and any other Coverage
Form or policy issued to you by us that is not an
automobile policy or Coverage Form applies to the
same "accident", the following applies:
1. If the deductible under this Business Auto
   Coverage Form is the smaller (or smallest)
   deductible, it will be waived; or
2. If the deductible under this Business Auto
   Coverage Form is not the smaller (or smallest)
   deductible, it will be reduced by the amount of
   the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF
    ACCIDENT, CLAIM, SUIT OR LOSS**
Paragraph A.2.a. - DUTIES IN THE EVENT OF AN
ACCIDENT, CLAIM, SUIT OR LOSS of SECTION
IV - BUSINESS AUTO CONDITIONS is deleted
and replaced with the following:
a. In the event of "accident", claim, "suit" or "loss",
   you must promptly notify us when the
   "accident" is known to:
   (1) You or your authorized representative, if
       you are an individual;
   (2) A partner, or any authorized
       representative, if you are a partnership;
   (3) A member, if you are a limited liability
       company; or
   (4) An executive officer, insurance manager,
       or authorized representative, if you are an
       organization other than a partnership or
       limited liability company.
   Knowledge of an "accident", claim, "suit" or
   "loss" by other persons does not imply that the
   persons listed above have such knowledge.
   Notice to us should include:
   (1) How, when and where the "accident" or
       "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and
       addresses of any injured persons or
       witnesses.

13. WAIVER OF SUBROGATION
Paragraph A.5. - TRANSFER OF RIGHTS OF
RECOVERY AGAINST OTHERS TO US of
SECTION IV – BUSINESS AUTO CONDITIONS is
deleted and replaced with the following:

5. We will waive the right of recovery we would
   otherwise have against another person or
   organization for "loss" to which this insurance
   applies, provided the "insured" has waived
   their rights of recovery against such person or
   organization under a contract or agreement
   that is entered into before such "loss".

To the extent that the "insured's" rights to
recover damages for all or part of any payment
made under this insurance has not been
waived, those rights are transferred to us. That
person or organization must do everything
necessary to secure our rights and must do
nothing after "accident" or "loss" to impair
them. At our request, the insured will bring
suit or transfer those rights to us and help us
enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE
    HAZARDS**
Paragraph B.2. – CONCEALMENT,
MISREPRESENTATION or FRAUD of SECTION IV
– BUSINESS AUTO CONDITIONS - is deleted and
replaced with the following:
If you unintentionally fail to disclose any hazards
existing at the inception date of your policy, we will
not void coverage under this Coverage Form
because of such failure.

15. AUTOS RENTED BY EMPLOYEES
Paragraph B.5. - OTHER INSURANCE of
SECTION IV – BUSINESS AUTO CONDITIONS -
is amended to add the following:
e. Any "auto" hired or rented by your "employee"
   on your behalf and at your direction will be
   considered an "auto" you hire. If an
   "employee's" personal insurance also applies
   on an excess basis to a covered "auto" hired
   or rented by your "employee" on your behalf
   and at your direction, this insurance will be
   primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY
Paragraph B.7.b.(5).(a) - POLICY PERIOD,
COVERAGE TERRITORY of SECTION IV –
BUSINESS AUTO CONDITIONS is deleted and
replaced with the following:
   (a) A covered "auto" of the private passenger
       type is leased, hired, rented or borrowed
       without a driver for a period of 45 days or
       less; and

17. RESULTANT MENTAL ANGUISH COVERAGE
Paragraph C. of - SECTION V – DEFINITIONS is
deleted and replaced by the following:
"Bodily injury" means bodily injury, sickness or
disease sustained by any person, including
mental anguish or death as a result of the "bodily
injury" sustained by that person.

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured   INFAX, INC.

Effective Date: 09-01-2014
12:01 A.M., Standard Time

Agent Name   WILLIS INSURANCE SERVICES OF GEORGIA, INC.

Agent No. 23308-999

COMMON POLICY FORMS AND ENDORSEMENTS

16-10-0254	02-04	ADVISORY NOTICE TO POLICYHOLDERS - OFAC
99-10-0872	06-07	IMPORTANT NOTICE
IL N 159 01 08	01-08	GA UM COVERAGE NOTICE ACKNOWLEDGEMENT
IL U 049 01 09	01-09	GA UM COVERAGE SELECTION/REJECTION
16-02-0153	01-06	PREMIUM STATEMENT - VARIOUS STATES
16-02-0214	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16-02-0251 (7)	10-13	SIGNATURE PAGE - GTNO
16-02-0214	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16-02-0208	01-01	SCHEDULE OF FORMS AND ENDORSEMENTS
16-02-0028	04-94	INSTALLMENT PREMIUM ENDORSEMENT
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
IL 00 17	11-98	COMMON POLICY CONDITIONS
16-02-0282	02-04	COMPLIANCE W/APPLIC TRADE SANCTION LAWS
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT

AUTOMOBILE FORMS AND ENDORSEMENTS

16-02-0292	04-11	CHUBB BROAD FORM ENDORSEMENT
16-10-0196	01-01	REDUCING AUTO LOSSES
CA 01 09	10-13	GEORGIA CHANGES
IL 02 62	09-08	GEORGIA CHANGES-CANC & NONRENL
CA 31 37	10-13	GA UM COV ADDED ON TO AT-FAULT LIA LIMIT
CA 99 03	10-13	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 10	10-13	DRIVE OTHER CAR COV-BROAD COV NAMED IND
16-10-0199	10-00	GEORGIA DIRECTIVE NOTICE

Conditions
(continued)

Transfer Or Waiver Of
Rights Of Recovery
Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

Endorsement

Policy Period	SEPTEMBER 1, 2014 TO SEPTEMBER 1, 2015
Effective Date	SEPTEMBER 1, 2014
Policy Number	3601-18-45 ATL
Insured	INFAX, INC.
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	AUGUST 25, 2014

This Endorsement applies to the following forms:

GENERAL LIABILITY
INFORMATION AND NETWORK TECHNOLOGY BLENDED LIABILITY INSURANCE

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured -
Scheduled Person
Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;

- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;

- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and

- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).

- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Insurance
Form 80-02-2367 (Rev. 5-07)

Additional Insured - Scheduled Person Or Organization
Endorsement

continued
Page 1

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

FINANCIAL INFORMATION

Infax is willing to submit its financial statements for review. However, to prevent public release of the information, we will only submit the information via "in-camera" review. The company's President, Mike Davis, or CFO, Dan McWilliams, will meet with the appropriate personnel and make available all the information you require. As a privately held company, we only provide our financial information to our stockholders, bank and bonding company. We have substantial lines of credit with both the bank and bonding company and are certain our financial condition will exceed your requirements for this project. It should be noted that Infax, Inc. has provided the bid guarantee and will provide a performance bond guarantee which ensures financial and contractual performance if we are selected for the project. For more information, contact Dan McWilliams at 678-533-4003 or dmcwilliams@infax.com.

For more information about the company's financial strength, contact our bank:

PNC Bank
1075 Peachtree Street NE
Suite 1700
Atlanta, GA 30309
Phone: 404-495-6252
Fax: 404-495-6020
Contact: Jim White
Email: jwhite@rbc.com

Infax, Inc bonding capacity and unencumbered bond capacity is as follows:

Bond Line:

$2.5mm Single
$5mm Aggregate
$350,000 currently outstanding
$4,650,000 unencumbered capacity

Surety Company:

RLI Insurance Company
AM Best A+ Superior Rated
Licensed in all 50 States

Surety Underwriter:

Mr. Bruce Byers
Senior Commercial Surety Representative
RLI Commercial Surety
1165 Sanctuary Parkway
Suite 350
Alpharetta, GA 30004
P (770) 754-0100 Ext # 1312

APPENDIX

TRAX

Queue Monitoring System

Trax™ enables your facility with technology that monitors passenger flow and processing in real time, thus improving service to passengers.
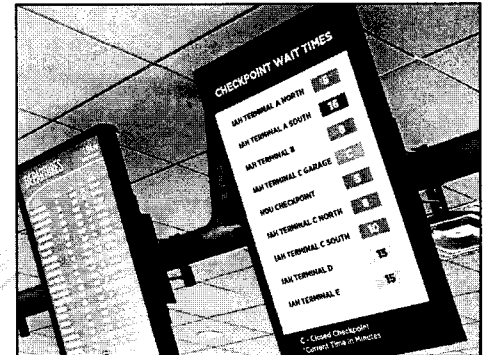
TRAX

When armed with the proper data, both airport management and the traveling public can make informed decisions. Infax's Trax solution can save travelers valuable time and help airports reduce congestion and deliver enhanced customer service by providing detailed passenger flow information.

The system uses hardware to detect passengers' Bluetooth or Wi-Fi enabled devices, or alternatively uses video analytics to monitor passenger flow and processing times in a specific area. The devices, installed at security entrance and exit points, gatehouses and other high traffic areas, track each individual device and calculate the time it takes for each passenger to move through the queue. An average wait or processing time can then be extrapolated through the Trax software using the tracking data from hundreds of devices. No personal data is collected or stored. Trax also monitors passenger flow. It can be used to measure the amount of traffic that has passed through a designated area, thus alerting staff

that the area may need additional personnel or may need servicing (i.e. restrooms).

Trax also includes a dashboard application that allows airport staff to view the wait times and patron count at various predetermined areas in real time. Historical data can be stored and analyzed to help plan for future staffing needs and identify peak times. This allows the airport to make staffing adjustments accordingly, thereby improving service to passengers and optimizing the travel experience.

Areas that can benefit from Trax :

- **Security checkpoints (wait time processing)**
- **Restrooms (Service counter and alerts)**
- **Gatehouse Area (Passenger loading bridge counter)**
- **Concession use (Promotions)**
- **Passenger loading/unloading**
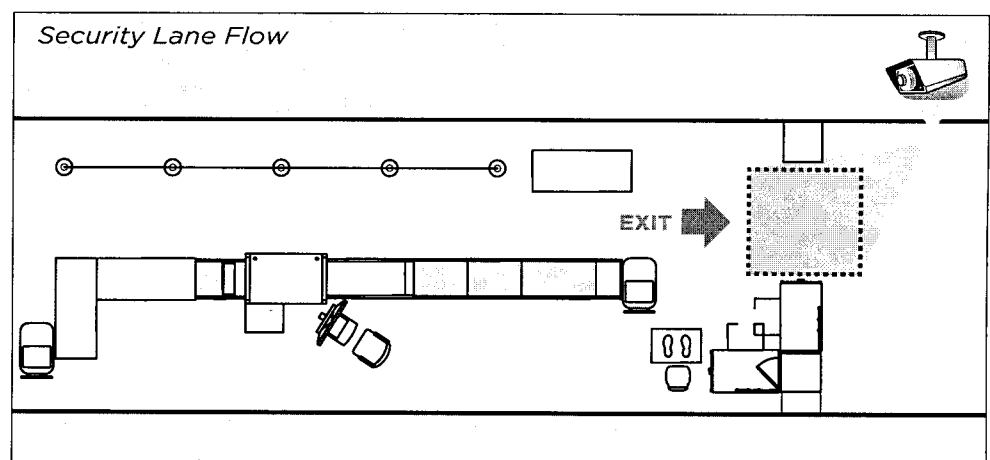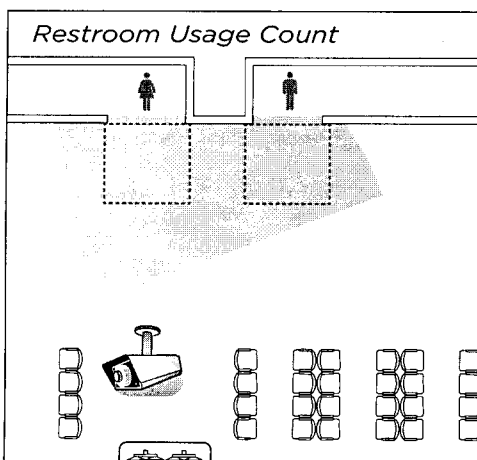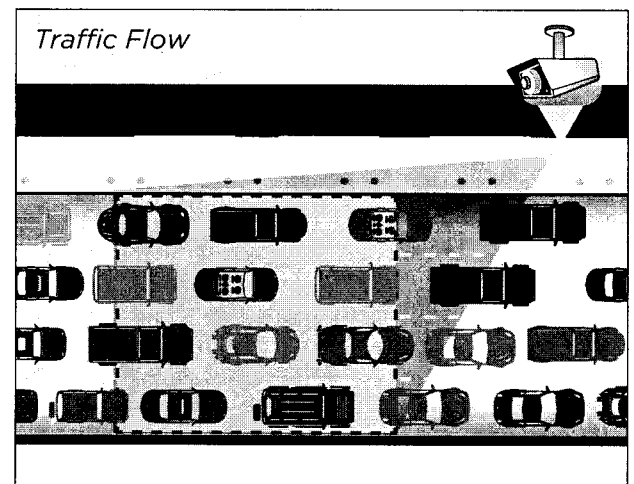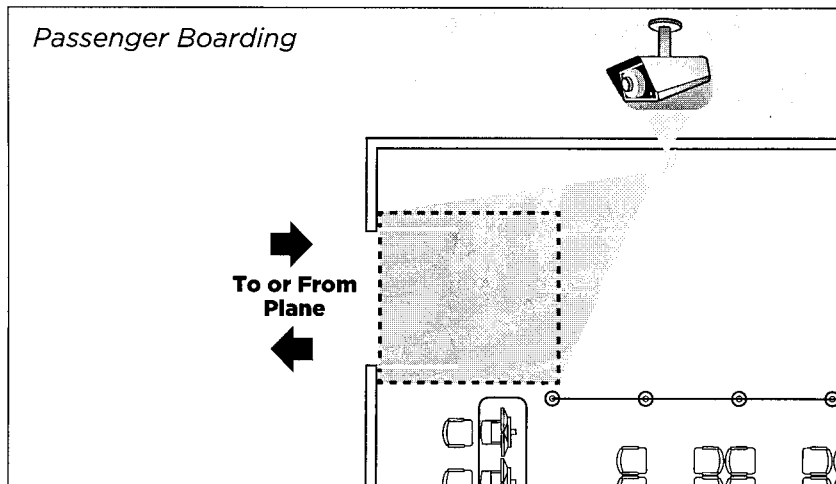- **Traffic lines (Alert)**

ABOUT INFAX · For more than 40 years, Infax has been helping patrons navigate public spaces. Our systems provide our clients with capabilities to communicate vital information in real time. With thousands of displays nationwide our solutions have become an integral fixture in the public sector, healthcare, and transportation markets. Infax remains committed to being the most reliable and effective solution for information dissemination.

Video Analytics

More and more airports are utilizing video analytics to track passenger movement patterns due to its higher accuracy. Our solution uses intelligent cameras which make use of image processing to detect and analyze passenger's movements in real time. If used in an area where current wait time is relevant, the data can be displayed to passengers through displays, the airport website or mobile applications. Trax can even be used existing hardware to reduce installation costs. Our solution employs counting sensors and software, as well as a dashboard and analysis tools to provide a sophisticated solution that ensures your airport improved safety, security and customer service.

Features

- Tracks passengers passively as they go through security checkpoints and other designated high traffic areas
- Presents information in real time, viewable on a dashboard application
- Data can be published anywhere, including websites and mobile applications
- Low maintenance hardware installation
- Uses Bluetooth, WiFi or video analytics to monitor passenger flow and processing times.

- Historical data capture and report generation to empower airport directors to make staffing changes and anticipate crowds
- Can integrate with existing Infax WinFIDS system, or work as a stand-alone module
- IP live camera integration – keep an eye on all your queues from one command center
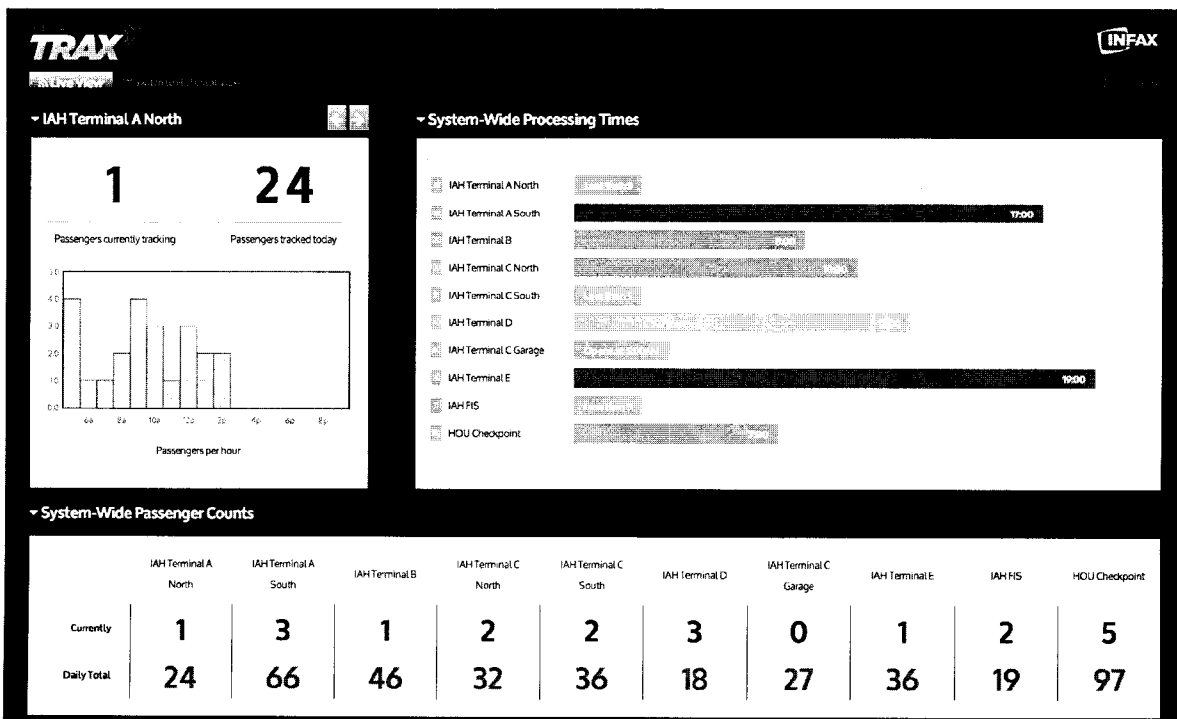- Email and text message alerts for both passengers and internal staff

Passenger Boarding

To or From Plane

Traffic Flow

Restroom Usage Count

Security Lane Flow

EXIT

ABOUT INFAX · For more than 40 years, Infax has been helping patrons navigate public spaces. Our systems provide our clients with capabilities to communicate vital information in real time. With thousands of displays nationwide our solutions have become an integral fixture in the public sector, healthcare, and transportation markets. Infax remains committed to being the most reliable and effective solution for information dissemination.
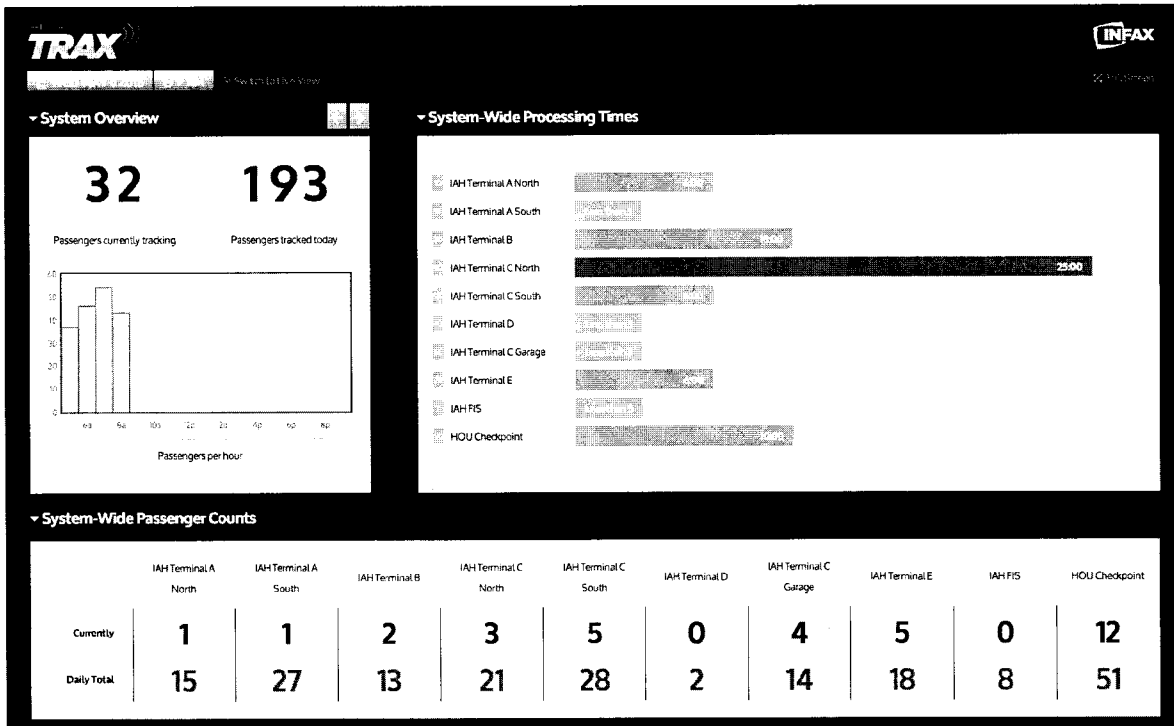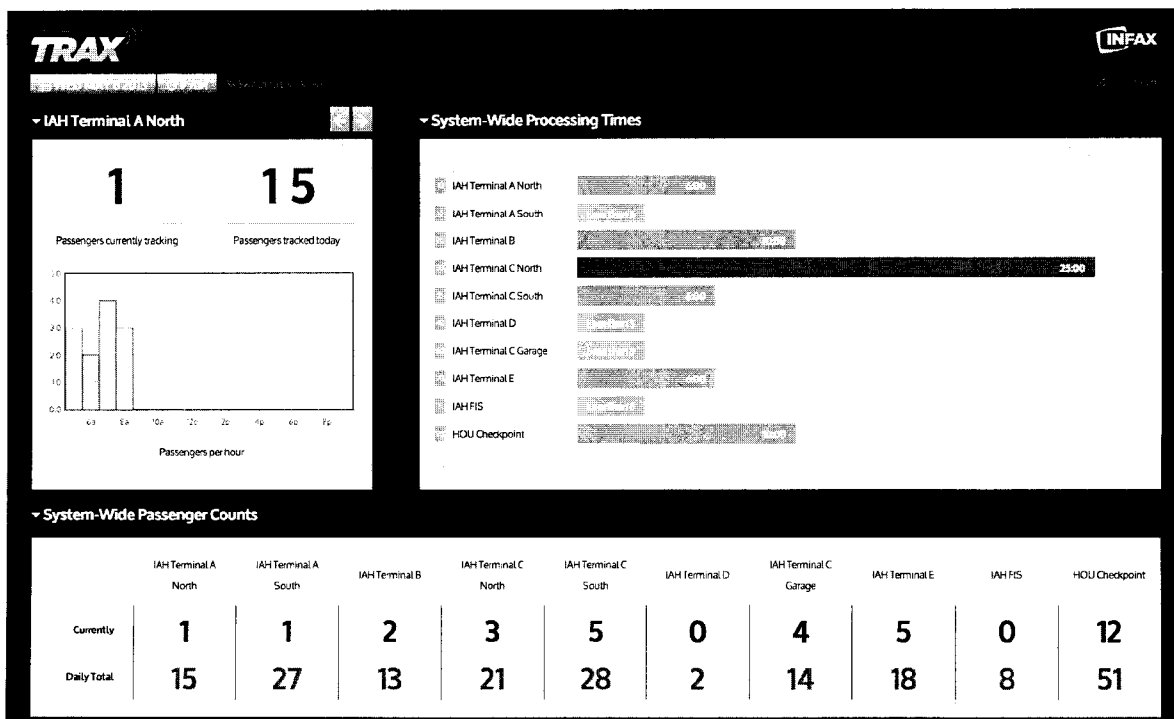
TRAX
Queue Monitoring System

Dashboard Overview

Dashboard Overview — Single Checkpoint

Dashboard — Historical Overview

TRAX INFAX

Switch to Live View

System Overview

32 **193**

Passengers currently tracking | Passengers tracked today

Passengers per hour

System-Wide Processing Times

- IAH Terminal A North
- IAH Terminal A South
- IAH Terminal B
- IAH Terminal C North — 25:00
- IAH Terminal C South
- IAH Terminal D
- IAH Terminal C Garage
- IAH Terminal E
- IAH FIS
- HOU Checkpoint

System-Wide Passenger Counts

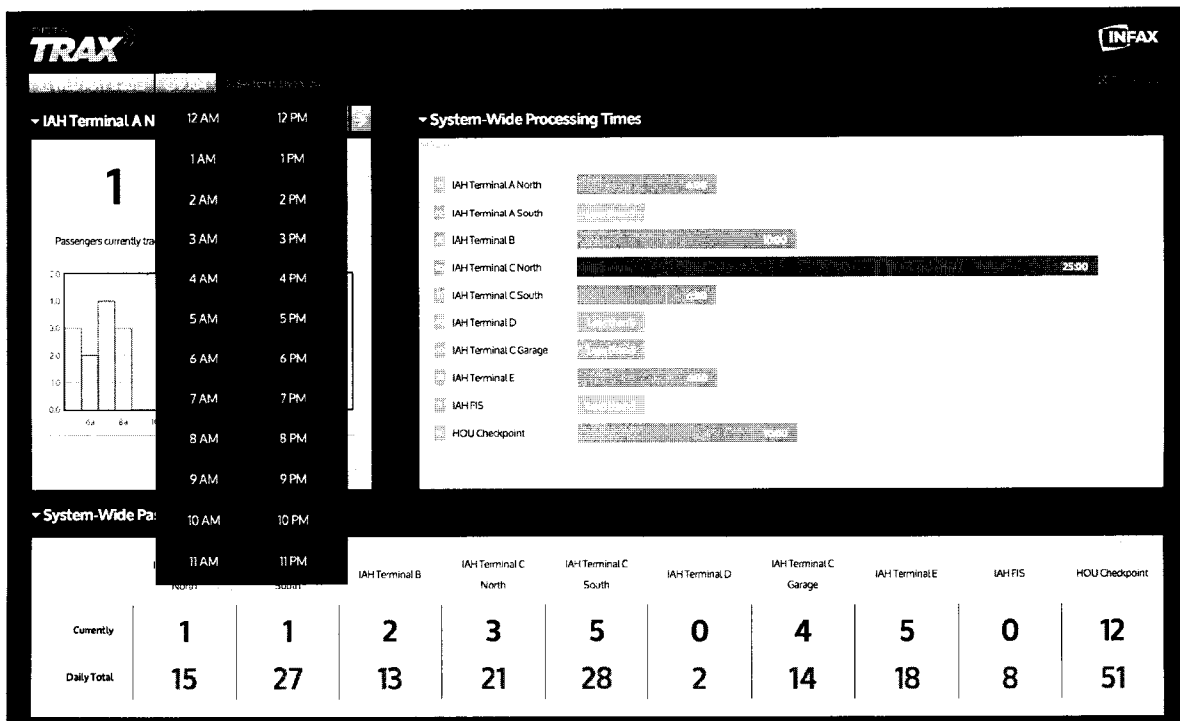|	IAH Terminal A North	IAH Terminal A South	IAH Terminal B	IAH Terminal C North	IAH Terminal C South	IAH Terminal D	IAH Terminal C Garage	IAH Terminal E	IAH FIS	HOU Checkpoint
Currently	1	1	2	3	5	0	4	5	0	12
Daily Total	15	27	13	21	28	2	14	18	8	51

Dashboard — Single Checkpoint Historical Overview

TRAX INFAX

IAH Terminal A North

1 **15**

Passengers currently tracking | Passengers tracked today
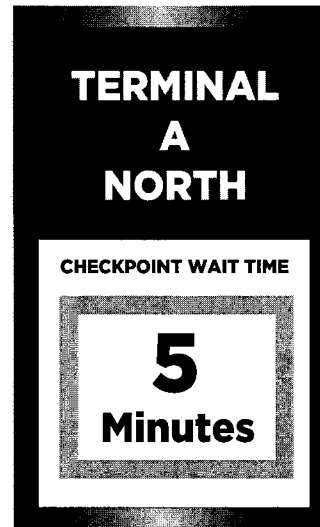
Passengers per hour

System-Wide Processing Times

- IAH Terminal A North
- IAH Terminal A South
- IAH Terminal B
- IAH Terminal C North — 25:00
- IAH Terminal C South
- IAH Terminal D
- IAH Terminal C Garage
- IAH Terminal E
- IAH FIS
- HOU Checkpoint

System-Wide Passenger Counts

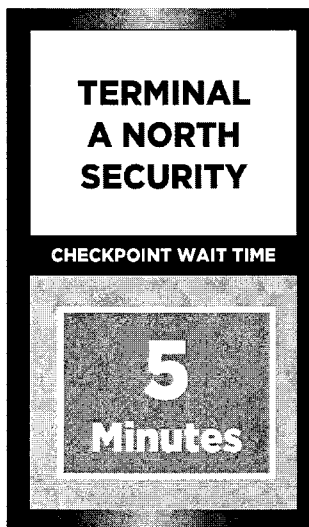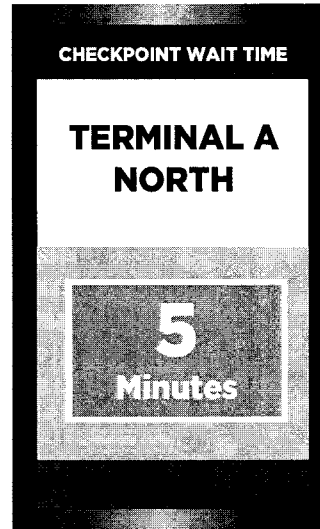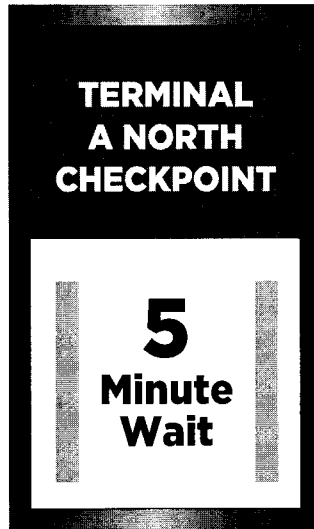|	IAH Terminal A North	IAH Terminal A South	IAH Terminal B	IAH Terminal C North	IAH Terminal C South	IAH Terminal D	IAH Terminal C Garage	IAH Terminal E	IAH FIS	HOU Checkpoint
Currently	1	1	2	3	5	0	4	5	0	12
Daily Total	15	27	13	21	28	2	14	18	8	51

Dashboard — Historical Calendar Detail

Dashboard — Historical Time Detail

CHECKPOINT WAIT TIME

5 Minutes

TERMINAL A NORTH

TERMINAL A NORTH CHECKPOINT

5 Minute Wait

CHECKPOINT WAIT TIME

TERMINAL A NORTH

5 Minutes

TERMINAL A NORTH SECURITY

CHECKPOINT WAIT TIME

5 Minutes

CHECKPOINT WAIT TIME

TERMINAL A NORTH

5

Minutes

TERMINAL A NORTH

CHECKPOINT WAIT TIME

5 Minutes

CHECKPOINT WAIT TIME

TERMINAL A NORTH

5 Minutes

CHECKPOINT WAIT TIME

TERMINAL A NORTH

5 Minutes

D-ORGANIZATIONAL CHART

David M. Davis
President

Daniel L. McWilliams
Vice President
Finance

Robert M. Moody
Vice President
Operations

Ken Chrisman
Project Manager

Dena Hulsey
Project Coordinator

E-RESUMES

David Michael (Mike) Davis

Qualifications

- Developed and implemented manufacturing and engineering materials management systems, reducing inventory 35%, amounting to over $500,000.
- Created sales and marketing programs producing over $70 million in sales revenue over a ten-year period.
- Designed and implemented microprocessor-based software technologies.
- Provides engineering and design services for display technologies utilized in airport, rail, hospital, and courthouse facilities.
- Project engineering lead on WinFIDSTM and WebFIDSSMS development.

Work History

President, Infax

Responsible for strategic planning, new market planning and new product development. Develops and coordinates all departmental budgeting and cost centers.

Vice-President/Marketing, Infax

Responsible for all sales and marketing management. Developed and produced technical proposals and presentations. Responsible for contract negotiation and closure.

Systems Analyst, Infax

Responsible for designing, coding, debugging and implementing visual and data communications systems. Assisted in design and development of first microprocessor-based information display system.

Education

- Bachelor's degree in Business Management with a Computer Information Systems minor, Georgia State University, Atlanta, Georgia
- Master's degree courses in Management Information Systems-Computer Information Systems, Georgia State University, Atlanta, Georgia

Accreditation

- American Association of Airport Executives
- Airport Council International
- Airport Consultants Council
- Microsoft OEM Partner and Developer Network

Publications

- Contributing author to various industry publications including *Aviation Informatics* and *Airports International* magazines.

Awards Received

- Fast Tech 50 High Technology Corporate Awards

Interests and Activities

- NCAA Division 1 Soccer Player for Georgia State University, 1975-1977
- Division 1 Amateur Soccer Player Manager for the Atlanta District Amateur Soccer League, 1976-1986.
- Select Soccer Youth Coach, 1991-1998

Hobbies

- Digital music production and editing (MIDI)
- Music-centered Internet web site development

Computer Skills

- Creation, design and implementation of various motion picture computer special effects. Films include The Cannonball Run starring Burt Reynolds and Megaforce starring Barry Bostwick.
- Development work on the Virtual Parrot Head Club (www.vphc.com), the first Jimmy Buffett-approved Internet Parrot Head in Paradise site.

Robert (Bob) Anthony Moody, Vice President

Experience Summary

Over 32 years of experience in designing, coding, debugging and implementing information display systems and networks operating many of the world's busiest airport and passenger rail facilities.

Specific Experience

Project 1:

Project Name:	**Halifax Robert L. Stanfield International Airport**
Project Location:	**Enfield, Nova Scotia**
Size of Project:	**30 gates**
Contact Person:	**Mike Maxwell (902) 873-4427**

Project 2:

Project Name:	**San Antonio International Airport**
Project Location:	**San Antonio, Texas**
Size of Project:	**22 gates**
Contact Person:	**Debbie Drew (210) 207-3856**

Project 3:

Project Name:	**Houston Airport System (HAS); George Bush Intercontinental & William P. Hobby Int'l Airports**
Project Location:	**Houston, Texas**
Size of Project:	**250 gates**
Contact Person:	**Darryl Daniel (281) 233-1622**

Project 4:

Project Name:	**Atlantic City International Airport**
Project Location:	**Atlantic City, New Jersey**
Size of Project:	**10 gates**
Contact Person:	**Tom Canto (609) 561-6643**

History

1998-Present — Infax Incorporated

Vice President

Responsible for management of all operational departments including software development, engineering, project management, manufacturing and technical support. Assures on-time performance of software, engineering and manufacturing functions. In charge of project planning, estimating project costs, personnel supervision and software research and development. Projects of focus include: Flight Information Display Systems (FIDS) in HOU, IAH and SAT, Amtrak Passenger Information Display System, and the Hartsfield-Jackson Atlanta International Airport Terminal F project.

1995-1998 — Infax Incorporated

Vice President of Software Engineering

Responsible for management of all software engineering functions. Also responsible for management of all technical support functions. Developed new software products based on the Microsoft Windows NT operating systems.

1984-1995 — Infax Incorporated

Director of Software Development

Responsible for creation, production and management of all software based products at Infax, Inc. that are currently installed world-wide in hundreds of airports and rail transportation facilities.

1979-1984 — Infax Incorporated

Systems Analyst

Responsible for designing, coding, debugging and implementing visual and data communications systems. Assisted in design and development of first microprocessor-based information display system.

Education, Training, and Certification

Georgia State University, Bachelor of Business Administration centering in Computer Information Systems; Business Management course work, Georgia State University

Daniel L. McWilliams, C.P.A.

Qualifications

- Career long involvement with technology companies
- Implemented internal control procedures covering project costs
- Managed workers involved in software development
- Supervised inventory management processes

Work History

Chief Financial Officer, Infax

Responsible for financial reporting, cash planning and other treasury functions, tax planning and return prepartion and insurance plans. Involved in project management, including budgeting, reporting and negotiations with vendors and subcontractors.

CPA, Sole-Proprietor and Partner, Aikens, McWilliams & Lucht

Client list included over 100 companies, individuals, trusts and estates. Major clients were in the construction, staffing, electronics, manufacturing, and service industries. Services performed for clients included audits, reviews and compilations, preparation of corporate, partnership and individual income tax returns, tax and estate planning and general consulting. Performed tax planning and assisted in negotiations with banks, bonding companies and others. Advised management regarding such matters as computer systems, insurance and personnel. Assisted management and other users in their understanding of financial statements. Facilitated business sales and mergers for clients.

Cost Accounting Manager, Scientific-Atlanta, Inc.

Worked in the division that serviced the cable television industry, which was the largest division of the company.

Treasurer and Controller, Infax, Inc. and D-Squared Products Corp. (related companies)

Responsibilities included the design and implementation of the company's internal accounting system, all banking, insurance and bonding relations, and the supervision of accounting and administrative staff.

Accountant, A. M. Pullen & Co. (now McGladrey & Pullen)

Responsible for clients in the construction, manufacturing, banking and service industries as well as municipal governments. In addition to audits, prepared federal and multi-state corporate returns, provided management advisory services, acted as client representative in Internal Revenue Service audits and prepared individual income tax returns.

Education

- Bachelor's degree in Business Administration from Georgia State University, Atlanta, Georgia

Certification/Memberships

- Earned C.P.A. Certification in 1979.
- Member: Georgia Society of Certified Public Accountants
- American Institute of Certified Public Accountants.

Kenneth L. Chrisman

Qualifications

- Designed video and electronic sign information display systems and networks operating in many of the world's busiest airport and passenger rail facilities.
- Responsible for project planning, estimating project costs, personnel supervision and electronic hardware research and development.

Work History

Director of Engineering, Infax 2001-Present

Responsible for management of hardware product design including circuit designs and circuit board layout.

Manufacturing and Engineering Assistant, Infax 1998-2001

Assisted manufacturing and aided engineering in product improvements.

Education

Bachelor of Science, Clemson University, Electrical and Computer Engineering

Projects Managed (previous and ongoing)

- Bishop International Airport, Flint, Michigan
- Capital Region International Airport, Lansing, Michigan
- Cherry Capital Airport, Traverse City, Michigan
- Dallas Love Field, Dallas, Texas
- Daytona Beach International Airport, Daytona Beach, Florida
- Fayetteville Regional Airport, Fayetteville, North Carolina
- George Bush Intercontinental Airport, Houston, Texas
- General Wayne A. Downing International Airport, Peoria, Illinois
- Houston Hobby Airport, Houston, Texas
- Huntsville International Airport, Huntsville, Alabama
- Kalamazoo/Battle Creek International Airport, Kalamazoo, Michigan
- Key West International Airport, Key West, Florida
- MBS International Airport, Saginaw, Michigan
- Melbourne International Airport, Melbourne, Florida
- Monroe Regional Airport, Monroe, Louisiana
- Newport News Williamsburg International Airport, Newport News, Virginia
- San Antonio International Airport, San Antonio, Texas
- Savannah International Airport, Savannah, Georgia
- Sioux Gateway Airport, Sioux City, Iowa

Dena Hulsey, Project Administrator/Accounting Manager

Experience Summary

More than 20 years coordinating successful display system installations, client and vendor accounts, scheduling, and problem resolution.

Specific Experience

Project 1:

Project Name: **Atlantic City International Airport**
Project Location: **Atlantic City, New Jersey**
Size of Project: **10 gates**
Contact Person: **Tom Canto (609) 561-6643**

Project 2:

Project Name: **Gallatin Field Airport**
Project Location: **Bozeman, Montana**
Size of Project: **8 gates**
Contact Person: **Brian Sprenger (406) 388-6632**

Project 3:

Project Name: **San Antonio International Airport**
Project Location: **San Antonio, Texas**
Size of Project: **22 gates**
Contact Person: **Homer Pachecano (210) 207-3504Experience**

History

1989-Present—Infax Incorporated

Project Administrator/Accounting Manager

Responsible for project execution, documentation, and accounting. Experience as a project administrator for hundreds of Infax projects since 2005, including scheduling installation crews, project submittals, managing shipping and storage of equipment, problem resolution.

1995-2005—Infax Incorporated

Office Manager/ Accounting Manager

Responsible for all accounting functions within Infax, including receiving and verifying invoices against purchase orders, entering invoices into the accounting system, coordinating payment of outstanding invoices, and processing job orders to generate invoices and collect payment from customers.
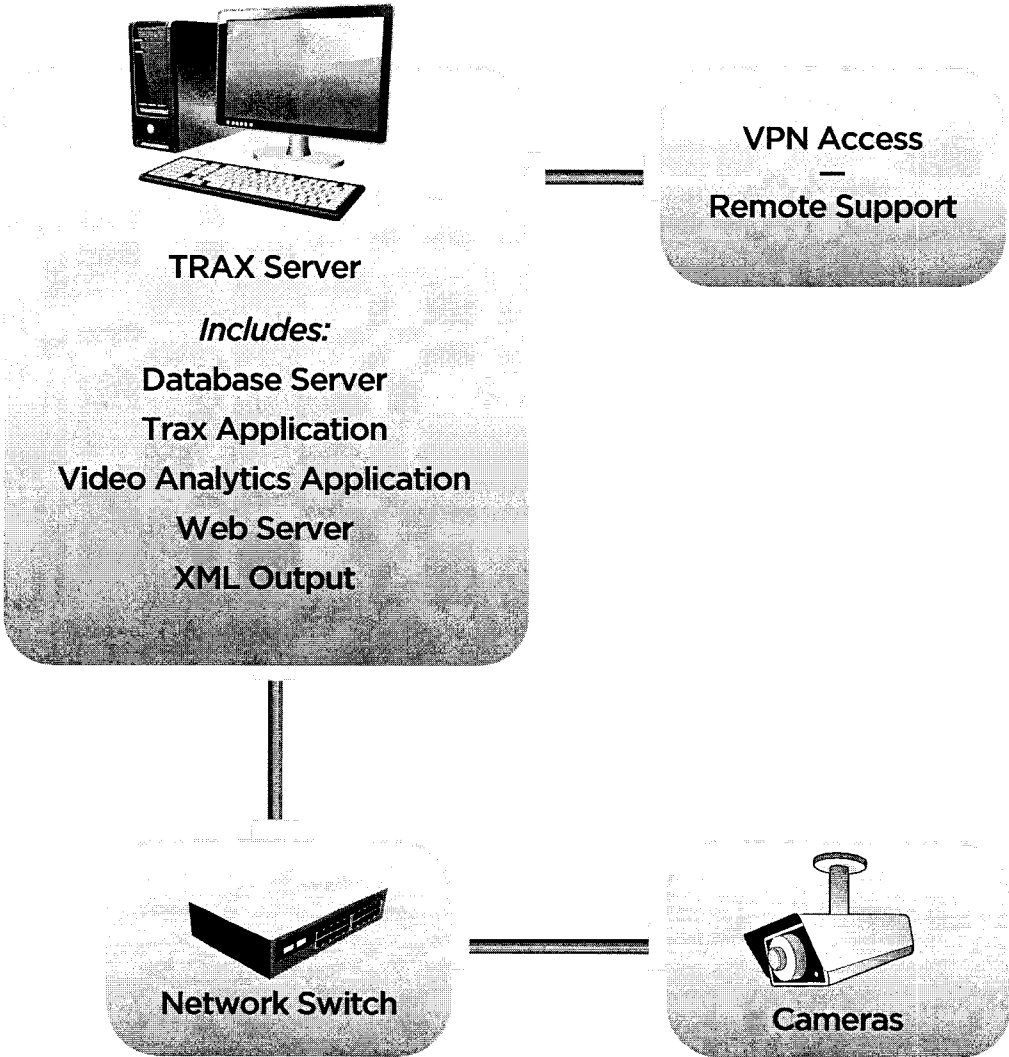
1989-1995—Infax Incorporated

Executive Assistant to the CEO/Office Manager

Handled all administrative needs for the Chief Executive Officer, including preparing presentations and demos of Infax equipment; preparing proposal documents, price quotations, and general office correspondence; keeping inventory and ordering office supplies, maintaining employee schedules

Education, Training, and Certification

Bachelor of Science in Business Administration, major in accounting, Shorter College, 1987.

G-TRAX SYSTEM ARCHITECTURE DIAGRAM

TRAX Server

Includes:
Database Server
Trax Application
Video Analytics Application
Web Server
XML Output

VPN Access
—
Remote Support

Network Switch

Cameras

H-PROJECT PLAN

San Antonio International Airport

QUEUE MANAGEMENT PROJECT

Milestone 1 – Contract award and notice to proceed.
- Submit contract documents and insurance certificates
- Complete airport security badging testing requirements

Milestone 2 – Engineering site visit. This visit is for the following items:
- Determine camera angles, lens types and mounting types.
- Meet with low voltage contractor to determine cable installation and time frame for installation.
- Review server installation location and network connectivity.
- Develop schedule for delivery, installation, test and system cutover.

Milestone 3 – Project Requirements
- Prepare and submit project submittals.
- Submit project schedule
- Submit testing documents

Milestone 4 – Materials Procurement and software development
- Release server order to supplier.
- Release camera order to supplier
- Release purchased software order to suppliers (operating system, database server, video analytics server).
- Configure TRAX dashboard and user screens per approved submittals.
- Configure server operating system, database server and video analytics server after arrival to Infax.
- Release order to low voltage contractor for cable installation.

Milestone 5 – Deployment, test and system "cutover"
- Ship products to site.
- Unpack and inspect shipment on site.
- Install server in rack.
- Install cameras at security check point locations.
- Test network connectivity to cameras.
- Test webserver for dashboard and analytics access.
- Test counts manually and with the counts from the analytics server.
- Test interfaces to systems.
- Provide system training to users and administrators.
- Cutover system after acceptance testing.
- Warranty period begins.

Estimated project completion is 75-90 days after receipt of order.