

AN ORDINANCE 2017-12-14-0985

**AUTHORIZING ACCEPTANCE OF A PROPOSAL FROM BRUEL & KJAER EMS, INC. TO PROVIDE THE SAN ANTONIO INTERNATIONAL AIRPORT WITH A NOISE OPERATIONS AND MONITORING SYSTEM FOR A TOTAL CUMULATIVE AMOUNT OF \$1,847,826.00, FUNDED FROM AIRPORT OPERATING AND MAINTENANCE FUNDS.**

\* \* \* \* \*

**WHEREAS**, the City released a Request for Competitive Sealed Proposals (RFCSP) to provide the City with maintenance and upgrading of the existing Noise Operation and Monitoring System; and

**WHEREAS**, three responses were received and evaluated; and

**WHEREAS**, staff recommends Bruel & Kjaer EMS, Inc. for award of this contract; **NOW THEREFORE:**

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

**SECTION 1.** The proposal submitted by Bruel & Kjaer EMS, Inc. to provide the City with maintenance and upgrading of the existing Noise Operation and Monitoring System is hereby accepted, subject to and contingent upon the deposit of all required bonds, performance deposits, insurance certificates and endorsements. A copy of the Agreement is attached hereto and incorporated herein for all purposes as **Exhibit A**.

**SECTION 2.** Funding for this Ordinance in the amount of \$227,500.00 is available in Fund 51001000, Cost Center 3305030004 General Ledger 5201040 as part of the Fiscal Year 2018 Budget. Payment not to exceed the budgeted amount is authorized to Bruel & Kjaer EMS, Inc. and should be encumbered with a purchase order.

**SECTION 3.** Additional funding for this Ordinance is contingent upon City Council approval of the City's operating budget and the availability of funds for Future Fiscal Years.

**SECTION 4.** 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 5.** This Ordinance is effective immediately upon passage by eight affirmative votes; otherwise it is effective on the tenth day after passage.

JK  
12/14/17  
Item No. 5

**PASSED AND APPROVED** this 14<sup>th</sup> day of December, 2017.



**M A Y O R**  
Ron Nirenberg

**ATTEST:**



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Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



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Andrew Segovia, City Attorney

<b>Agenda Item:</b>	<b>5</b>						
<b>Date:</b>	12/14/2017						
<b>Time:</b>	11:04:31 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing acceptance of a proposal from Bruel & Kjaer EMS, Inc. to provide the San Antonio International Airport with a Noise Operations and Monitoring System for a total cumulative amount of \$1,847,826.00, funded from Airport Operating and Maintenance Funds. [Ben Gorzell, Chief Financial Officer; Troy Elliott, Deputy Chief Financial Officer, Finance]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Ron Nirenberg	Mayor	x					
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5	x					
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x			x	
Clayton H. Perry	District 10	x					

JK  
12/14/17  
Item No. 5

# EXHIBIT A

**INTEGRATION AGREEMENT FOR  
THE CITY OF SAN ANTONIO  
NOISE AND OPERATIONS MONITORING SYSTEM  
FOR  
SAN ANTONIO INTERNATIONAL AIRPORT  
REQUEST FOR COMPETITIVE SEALED PROPOSAL  
NO.: 17-104; 6100005534**

**BETWEEN THE CITY OF SAN ANTONIO, TEXAS  
AND  
BRÜEL & KJÆR EMS 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 Brüel & Kjær EMS, Inc. ("B&K"), 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**

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 either attached hereto or referenced and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- a. This Integration Agreement;
- b. City's Request for Competitive Sealed Proposal (RFCSP) 17-104; 6100005534: including all attachments, addendums, best and final offers, and clarification statements thereto, and excluding RFCSP Exhibit I Scope of Services, RFCSP Attachment A Part Three Proposed Plan, RFCSP Attachment B Functional Matrix, and Attachment C Pricing Plan (Exhibit A);
- c. Noise and Operations Monitoring System (NOMS) Updated Scope of Services (Exhibit B);
- d. B&K Noiseoffices Service Agreement (Exhibit C);

- e. B&K Response to RFCSP 17-104; 6100005534 (Exhibit D-not attached, incorporated in the form signed and submitted by B&K); and
- f. Reimbursable Expense Policy (Exhibit D).

**2.0 TERM**

The term of the Agreement will be for an initial 5-year period. The City shall have the option to renew for an two 1-year periods without additional City Council approval.

**3.0 INSURANCE**

Prior to the commencement of any work under this Agreement, B&K shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, Purchasing Division, which shall be clearly labeled "NOISE AND OPERATIONS MONITORING SYSTEM FOR SAN ANTONIO INTERNATIONAL AIRPORT" 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 be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate should 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 Finance Department, Purchasing Division. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

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.

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

<u>TYPE</u>	<u>AMOUNTS</u>
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	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

d. Personal Injury e. Contractual Liability f. Damage to property rented by you	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

B&K agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of B&K herein, and provide a certificate of insurance and endorsement that names the B&K and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of B&K. B&K 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.

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 required endorsements. B&K shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. B&K shall pay any costs incurred resulting from provision of said documents.

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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds 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 or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, B&K shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the

option to suspend B&K'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.

In addition to any other remedies the City may have upon B&K'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 B&K to stop work hereunder, and/or withhold any payment(s) which become due to B&K hereunder until B&K demonstrates compliance with the requirements hereof.

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

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

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

B&K and any Subcontractors are responsible for all damage to their own equipment and/or property.

#### 4.0 INDEMNIFICATION

**B&K 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 B&K'S activities under this Agreement, including any acts or omissions of B&K, any agent, officer, director, representative, employee, consultant or subcontractor of B&K, 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 B&K 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. B&K shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or B&K known to B&K



related to or arising out of B&K's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at B&K's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving B&K 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 B&K in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. B&K 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 B&K fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and B&K 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 B&K, 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 B&K or any subcontractor under worker's compensation or other employee benefit acts.

## 5.0 LAW APPLICABLE

- 5.1 **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.**
- 5.2 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 TERMINATION

- 6.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated, or earlier termination pursuant to any of the provisions hereof.
- 6.2 Termination Without Cause. This Agreement may be terminated by City upon 30 calendar days written notice. In the event of such termination by City, City shall pay B&K for all work executed and materials delivered to City in accordance with this Agreement, and costs incurred by reason of such termination.
- 6.3 Termination For Cause. Upon written notice, either party may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:
- 6.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, which shall not be reasonably be withheld,

- 6.3.2 City's failure for a period of thirty (30) days to pay B&K for service and/or materials under of this Agreement.
- 6.4 Defaults With Opportunity for Cure. Should B&K default in the performance of this Agreement in a manner, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. B&K shall have thirty (30) calendar days after receipt of the written notice to cure such default. If B&K fails to cure the default within such thirty-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with B&K to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with any subsequent vendor against B&K future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.
- 6.4.1 Bankruptcy or selling substantially all of company's assets
- 6.4.2 Failing to perform or failing to comply with any covenant herein required
- 6.4.3 Performing unsatisfactorily.
- 6.4.4 Failure to meet acceptance test criteria approval on the third attempt.
- 6.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.
- 6.6 Regardless of how this Agreement is terminated, B&K shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by B&K, or provided to B&K, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by B&K. Payment of compensation due or to become due to B&K is conditioned upon delivery of all such documents, if requested.
- 6.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue B&K for any default hereunder or other action.
- 6.8 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation. In the event of such termination by City, B&K shall be entitled to payment in full for all work which B&K has performed in accordance with this Agreement and all equipment which B&K has delivered to the City pursuant to this Agreement.

## 7.0 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.

**CITY OF SAN ANTONIO**

**BRÜEL & KJÆR EMS INC.**

\_\_\_\_\_  
Troy Elliot, CPA  
Deputy Chief Financial Officer

  
\_\_\_\_\_  
Greg Bracci  
Director – Americas

Date: \_\_\_\_\_

Date: December 12, 2017

Approved as to Form:

\_\_\_\_\_  
Assistant City Attorney

# Exhibit A

# CITY OF SAN ANTONIO

## AVIATION DEPARTMENT



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

for

NOISE AND OPERATIONS MONITORING SYSTEM FOR SAN ANTONIO INTERNATIONAL AIRPORT

RFCSP LOG# 17-104; 6100005534

Release Date: JULY 19, 2017  
Proposals Due: AUGUST 18, 2017

This solicitation has been identified as High-Profile.

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#### PROHIBITED CAMPAIGN CONTRIBUTIONS

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

1. legal signatory of a high-profile contract;
2. any individual seeking a high-profile contract;
3. any owner or officer of an entity seeking a high-profile contract;
4. the spouse of any of these individuals;
5. any attorney, lobbyist, or consultant retained to assist in seeking contract.

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 "black out" period.

***\*For this solicitation, the first day contributions are prohibited is **Wednesday, August 2, 2017.**  
The first day contributions may be made is the 31st day after the contract is awarded at City Council "A" Session.***

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#### RESTRICTIONS ON COMMUNICATIONS

In accordance with §2-61 of the City Code, Respondents are prohibited from communicating with: 1) City officials, as defined by §2-62 of the City Code of the City of San Antonio, regarding the RFCSP or proposal from the time the RFCSP has been released until the contract is posted for consideration as an agenda item during a meeting designated as an A session; and 2) City employees from the time the RFCSP has been released until the contract is awarded.

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

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

**For additional information, see the section of this RFCSP entitled "Restrictions on Communication".**

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### 003 BACKGROUND

The City of San Antonio Aviation Department ("City") is seeking professional services to maintain and upgrade the Noise Operations and Monitoring System (NOMS), warranty work and off-site software to keep the NOMS running and meet the needs identified in RFCSP Exhibit 1, Scope of Services for Noise and Operations Monitoring System for San Antonio International Airport.

Additionally, City is looking for services that can resolve compatibility issues between flight tracking software and COSA's network/hardware, design and maintain a public portal, and provide portable noise monitoring services.

SAT is a medium hub airport operated by the City of San Antonio's Aviation Department. As operator of this facility, the management and mitigation of aircraft noise is a high priority of the City. SAT has adopted a Noise Compatibility Program under 14 CFR 150. NOMS is an integrated noise measurement and flight tracking system that correlates noise, flight and complaint data, provides near real time internet access to flight tracks and noise data, and provides high quality report and graphic output.

The existing NOMS installation was initiated by Rannoch Corporation in 2004 and modified by Era Corporation in 2009. After a period of testing, the modified NOMS was accepted by the City on June 30, 2010. The City currently uses EnvironmentalVue software from Harris.

The NOMS consists of twelve (12) remote monitoring sensors (noise monitoring towers) that use Briel and Kjaer 3639e microphones, line electrical power and DSL data communication to report noise levels to a centralized collection computer. At this time, the City expects to retain the existing twelve noise monitoring towers.

SAT will need services to repair and maintain the existing configuration, any transitional configuration, and the final configuration of the NOMS. SAT will continue to own the data and the database. If Respondents propose to use software other than EnvironmentalVue software from Harris, Respondents must describe their plan to successfully extract and migrate data from Exelis storage to the Respondent's proposed storage sites

Contract terms will be negotiated after the selected Respondent is selected. The selected Respondent will provide the system and 7 years of maintenance/support services. The airport plans to pay for installation costs after testing and upon full acceptance of the system. The airport prefers to pay for monthly services 30 days in arrears. If the proposer includes escalation of costs in the price schedule, a cost-based justification should be included, demonstrating that the escalation does not include escalation of profits.

### 004 SCOPE OF SERVICE

In addition to the following, the details for the scope of service can be found in RFCSP Exhibit 1, Scope of Services for Noise and Operations Monitoring System for San Antonio International Airport.

### 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  
Scope of Services for Noise and Operations Monitoring System for San Antonio International Airport

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 five 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 A Mezzanine Conference Room, 9800 Airport Blvd., San Antonio, TX 78216 at 2:00 p.m., Central Time, on July 28, 2017.** 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.

**Submit one (1) COMPLETE original hard copy of your proposal, signed in ink, four hard copies WITH ONLY TABS and documents for the Executive Summary; General Information Form; Experience, Background, and Qualifications; Proposed Plan, Technical & Functional Requirements Matrix, etc. (NO VOSB AND/OR PRICING SHOULD BE INCLUDED in the 4 copies) and one (1) copy of the COMPLETE proposal on compact disk (CD) or USB flash drive containing an Adobe PDF version of the entire proposal. Each of the item requirements listed below must be labeled with the heading indicated below as a separate file on the CD or USB flash drive.**

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.

### TABLE OF CONTENTS

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

\*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 RFCSP as Attachment A, Part Two.

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

\*FUNCTIONAL REQUIREMENTS MATRIX. Use the matrix found in this RFCSP as Attachment B.

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

CONTRACTS DISCLOSURE FORM. Follow the instructions that are found in this RFCSP as RFCSP Attachment D.

LITIGATION DISCLOSURE FORM. Complete and submit the Litigation Disclosure Form, found in this RFCSP as Attachment E. 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.

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

CERTIFICATE OF INTERESTED PARTIES (FORM 1295). Follow instructions in RFCSP Attachment G to download and complete Form 1295. Print out completed form, have it notarize, and place a copy in your proposal as indicated in the Proposal Checklist

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.

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

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

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 through the portal or in hard copy format.

#### Submission of Hard Copy Proposals.

Respondent shall submit one **COMPLETE** original signed in ink, 4 hard copies **WITH ONLY TABS and documents for Executive Summary; Respondent Questionnaire; Experience, Background and Qualifications; Proposed Plan; and Functional Requirements Matrix. (NO VOSB AND/OR PRICING TO BE INCLUDED)** and one copy of the proposal on compact disk (CD) containing an Adobe PDF version of the entire proposal in a sealed package clearly marked with the project name, "**NOISE AND OPERATIONS MONITORING SYSTEM, RFCSP 17-104; 6100005534**" on the front of the package. The name and address of Respondent, the due date for submission of proposals, RFCSP number and title of the solicitation shall be marked on the outside of the envelope(s). 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.

Proposals must be received in the Office of the City Clerk no later than **2:00 p.m., Central Time, on August 18, 2017** 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 "Noise and Operations Monitoring System"  
P.O. Box 839966  
San Antonio, Texas 78283-3966

#### Physical Address:

Office of the City Clerk  
Attn: Aviation Department "Noise and Operations Monitoring System"  
100 Military Plaza  
City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

Submission of Electronic Proposals. Submit one **COMPLETE** 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. The use of recycled paper and materials is encouraged.

Unnecessarily elaborate brochures, artwork, bindings, visual aids, 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 or electronic submission through City's portal. **ORIGINAL and/or ELECTRONIC** proposals must include **ALL** 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, **ONLY REQUIRED SECTIONS AND ATTACHMENTS listed by asterisk in Section 008, Proposal Requirements MUST** be divided by tabs and indexed in a Table of Contents page. For electronic submissions, whether through the portal or 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 time and date set for submission of proposals, and submitted in the same manner as original proposals. 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.

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

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

#### Correct Legal Name.

Respondents who submit proposals to this RFCSP shall correctly state the true and correct name of the individual, proprietorship, corporation, and /or partnership (clearly identifying the responsible general partner and all other partners who would be associated with the contract, if any). 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 A, Part One.

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. 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 **4:00 p.m.**, Central Time, on **August 4, 2017**. 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](mailto: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](mailto: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, anticipated City Council agenda date and a review of the solicitation process.

### 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 (50 points)

Proposed Plan (35 points)

Pricing (15 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>.)

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure

the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

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

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

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

**Independent Contractor.** 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.

**Mandatory Federal Contract Provisions.** Respondent shall comply with the Mandatory Federal Contract Provisions attached hereto as Exhibit 6.

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

By law this questionnaire must be filed with the City Clerk not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Texas Local Government Code.

Form CIQ is available from the Texas Ethics Commission by accessing the following web address:

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm)

In addition, please complete the **City's Addendum to Form CIQ (Form CIQ-A)** and submit it with Form CIQ to the Office of the City Clerk. The Form CIQ-A can be found at:

<http://www.sanantonio.gov/Portals/0/Files/Ethics/OCC-CIQ-Addendum.pdf>

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

If delivering by hand, deliver to: Office of the City Clerk, City Hall, 1<sup>st</sup> floor, 100 Military Plaza, San Antonio, TX 78205.

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

#### **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.

Acceptance testing is required as set out in RFCSP Exhibit 1. Monthly payment of services shall not begin until the NOMS system is accepted by SAT.

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	July 19, 2017
Pre-Submittal Conference	July 28, 2017 @ 2:00 P.M. Central Time
Final Questions Accepted	August 4, 2017 @ 4:00 P.M. Central Time
Proposal Due	August 18, 2017 @ 2:00 P.M. Central Time



**018 RFCSP EXHIBITS**  
**RFCSP EXHIBIT 1**  
**SCOPE OF SERVICES**  
**FOR**  
**NOISE AND OPERATIONS MONITORING SYSTEM FOR SAN ANTONIO INTERNATIONAL AIRPORT**

(Posted as a separate document)

RFCSP EXHIBIT 2

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 "**Noise and Operations Monitoring 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.

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

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 additional insureds 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.

### RFCSP EXHIBIT 3

#### 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 4**

**CITY TECHNICAL STANDARDS**

(Posted as a separate document)

## RFCSP EXHIBIT 5

### 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.

## **RFCSP EXHIBIT 6**

### **MANDATORY FEDERAL CONTRACT PROVISIONS**

As used in this exhibit, the terms "Consultant", "consultant", "Contractor", and "contractor" shall refer to "Respondent" and/or "Selected Respondent".

#### **TITLE VI NOTICE**

The City of San Antonio in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

**RFCSP EXHIBIT 7**

**CITY OF SAN ANTONIO  
VETERAN-OWNED SMALL BUSINESS PROGRAM**

**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 EXHIBIT 8

### DBE/ACDBE PROGRAM OVERVIEW AND REQUIREMENTS

THE DBE GOAL FOR NOISE AND OPERATIONS MONITORING SYSTEM is 0%

#### DISADVANTAGED BUSINESS ENTERPRISE CLAUSE

- A. It is the policy of the City of San Antonio that disadvantaged business enterprises (DBEs), as defined under 49 CFR Part 23, shall have "equality of opportunity" to participate in the awarding of federally-assisted Aviation Department contracts and related subcontracts, to include sub-tier subcontracts. This policy supports the position of the U.S. Department of Transportation (DOT) in creating a level playing field and removing barriers by ensuring nondiscrimination in the award and administration of contracts financed in whole or in part with federal funds under this contract. Therefore, on all DOT-assisted projects the ACDBE program requirements of 49 CFR Part 23 applies to the contract.
- B. The Respondent agrees to employ good-faith efforts (as defined in the Aviation Department's DBE Program) to carry out this policy through award of subcontracts to disadvantaged business enterprises to the fullest extent consistent with the sufficient performance of the Aviation Department Contract, and/or the utilization of DBE/ACDBE suppliers where feasible. Aviation Department respondents are expected to solicit bids from available DBE/ACDBEs on contracts which offer subcontracting opportunities.
- C. Respondent specifically agrees to comply with all applicable provisions of the Aviation Department's DBE Program. The DBE Program may be obtained through the airport's DBE/ACDBE Liaison Officer at (210) 207-3505 or by contacting the City's Aviation Department.
- D. **Notification is hereby given that a DBE contract specific goal has NOT been established on this contract.** Any DBE attainment will count towards the San Antonio Airport System's Race Neutral DBE attainment.
- E. The Respondent shall appoint a high-level official to administer and coordinate the Respondent's efforts to carry out the DBE/ACDBE Policy and Program requisites. The Respondent's official should coordinate and ensure approval of the required "Good-Faith Effort Plan" (RFCSP Attachment D - **DBE/ACDBE Form 1**).
- F. The Respondent shall maintain records, as specified in the audit and records section of the contract, showing: (i) all subcontract/supplier awards, specifically awards to DBE/ACDBE firms; (ii) specific efforts to identify and award such contracts to DBE/ACDBEs; and (iii) submit when requested, copies of executed contracts to establish actual DBE/ACDBE participation.
- G. The Respondent shall agree to submit periodic reports of subcontract and/or supplier awards to DBE/ACDBE firms in such form and manner and at such times as the Aviation Department shall prescribe and shall provide access to books, records, and accounts to authorized officials of the City, Aviation Department, state, and/or federal agencies for the purpose of verifying DBE/ACDBE participation and good-faith efforts to carry out the DBE/ACDBE Policy and Program. All Aviation Department Respondents may be subject to a post-contract DBE/ACDBE audit. Audit determination(s) may be considered and have a bearing in the evaluation of a Respondent's good-faith efforts on future airport contracts.
- H. All concession Respondents with contracts subject to formal review and approval shall make good-faith efforts (as defined and approved by the City through the Aviation Department in its DBE/ACDBE Program) to subcontract and achieve the applicable contract specific DBE/ACDBE goal with certified DBE/ACDBEs. Respondents failing to achieve the applicable contract specific DBE/ACDBE goal or Respondents failing to maintain the specific DBE/ACDBE goal percentage involvement initially achieved, will be required to provide documentation demonstrating that they have made good-faith efforts in attempting to do so through the submittal of an Aviation Department approved "DBE/ACDBE Good-Faith Effort Plan". Respondents are required to satisfy applicable DBE/ACDBE program requirements prior to the award of the Aviation Department contract. Respondents must submit a DBE Good-Faith Effort Plan or they will be considered non-responsive.
- I. The City and Aviation Department encourage the Respondent/Contractor to utilize currently approved and certified DBE/ACDBE firms on the contract for DBE/ACDBE goal achievement and credit purposes. The Aviation Department utilizes the services of the South Central Texas Regional Certification Agency (SCTRCA) to certify DBE/ACDBE eligibility status. Please contact the SCTRCA at 3201 Cherry Ridge, Building C-319, San Antonio, TX 78230, (210) 227-4722 or fax (210) 227-5712 for information regarding DBE/ACDBE trade areas or to apply for DBE/ACDBE

status. The Aviation Department accepts DBE/ACDBE certification from any one of the six (6) certifying agencies under the Texas Unified Certification Program (TUCP) – Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency (NCTRCA), South Central Texas Regional Certification Agency (SCTRCA), City of Houston, City of Austin and the Corpus Christi Regional Transportation Authority.

- J. The following DBE/ACDBE-related contractual clause shall be applicable and is specifically included as part of the concession contract. Respondents/Contractors shall also include this clause in each subcontract the prime contractor signs with a subcontractor.

"The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 23 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate".

Additionally, Contractors agree to the following prompt payment and retainage payment clause:

"The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than thirty (30) days from the receipt of each payment the Prime Contractor receives from the City of San Antonio. The Prime Contractor further agrees to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval from the City of San Antonio. This Clause applies to both DBE/ACDBE and non-DBE/ACDBE subcontractors".

- K. All changes to the list of subcontractors submitted with the bid and approved by the City or Aviation Department, including major vendors, shall be submitted for review and approval by the Aviation Department's DBE/ACDBE Liaison Office. DBE Form 3, *Change of Subcontractors/Suppliers* is to be completed and submitted to Aviation Department officials for approval when adding, changing, or deleting subcontractors on airport projects. *Contractors shall make a good-faith effort to replace DBE/ACDBE subcontractors unable to perform on the contract with another DBE/ACDBE.*
- L. Failure or refusal by a Respondent or Contractor to comply with the DBE/ACDBE provisions herein or any applicable provisions of the DBE/ACDBE Program, either during the solicitation process or at any time during the term of the Contract, may constitute a material breach of Contract, whereupon the Contract, at the option of the Aviation Department, may be cancelled, terminated, or suspended in whole or in part, and the Contractor may be debarred from further contracts with the City of San Antonio.

## COUNTING JOINT VENTURES

Joint Ventures do not have to be fifty-one percent (51%) DBE owned in order to be counted toward the participation goal. *Joint ventures that do not include any DBE firms will not count toward the goal.* A joint venture with ownership of DBE partners in any percentage will be counted for that percentage equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces, (provided the DBE ownership is real and substantial and the DBEs are performing a commercially useful function).

The required documentation to be submitted to the City, along with the proposal, for Joint Ventures with DBE partners shall include:

- a. The Joint Venture Agreement for the specific contract including a detailed statement of ownership.
- b. Corporate resolutions or other documents authorizing the firms to enter into the Joint Venture.
- c. A description of the work to be performed by all the Joint Venture Partners.
- d. Proof of current certification status of the individual DBE venture partners.

## RECONSIDERATION MECHANISM

The Aviation Department's DBE/ACDBE Liaison will evaluate the "good faith efforts" of a firm. If after reviewing the good faith efforts submitted by Respondent, the DBE/ACDBE Liaison determines that the Respondent has failed to adequately document its good faith efforts, then the Respondent shall have the opportunity to provide written documentation or argument, to the Aviation Director, concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The Respondent will have the opportunity to meet in person with the Aviation Director to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Aviation Director will provide a written decision

on reconsideration explaining the basis of his decision. In cases of dispute, the final decision in determining whether Good Faith Efforts have been made rests with the Aviation Director.

The Aviation Director may determine that the efforts of the Respondent substantially comply with the purpose of this program and such determination is in the best interest of the DBE/ACDBE Program and the City. However, if the Aviation Director determines that the Respondent did not make good faith efforts to meet the goal, the decision is not administratively appealable to the Department of Transportation.

## **COMPLIANCE**

If a Respondent is awarded a contract:

1. The Respondent must not terminate for convenience a DBE/ACDBE subcontractor (or an approved substitute DBE/ACDBE firm) and then perform the work of the terminated subcontract with its own forces or those of an affiliate, without the City's prior written consent. When a DBE/ACDBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the Respondent must notify the City immediately of the DBE/ACDBE's inability or unwillingness to perform and provide reasonable documentation.
2. The Respondent will be required to make good faith efforts to find another DBE/ACDBE to perform at least the same amount of work under the contract as the DBE/ACDBE that was terminated, to the extent needed to meet the contract goal the City has established for this contract. The Respondent will be required to obtain the DBE/ACDBE Liaison's prior approval of the substitute DBE/ACDBE, through the submittal of Change of Subcontractors/Suppliers (RFCSP Attachment D - **DBE/ACDBE Form 3**) and to provide copies of new or amended subcontracts, or documentation of good faith efforts. If the Respondent fails or refuses to comply in the time specified, our office may issue a termination for default.

## **CONTRACT REQUIREMENTS**

The goals on this contract shall also apply to amendments that require work beyond the scope of services originally required to accomplish the project. The Respondent is asked to make "good faith efforts" to obtain DBE/ACDBE participation for additional scope(s) of services. Amendments that do not alter the type of service originally required to accomplish the project may be undertaken using the subcontractor and suppliers already under contract to the prime contractor. Any amendment affecting the scope of service or value of the contract should be documented on a form acceptable to the City.

**019 RFCSP ATTACHMENTS**  
**RFCSP ATTACHMENT A, PART ONE**  
**RESPONDENT QUESTIONNAIRE**

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

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

Principal Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Website address: \_\_\_\_\_

Year established: \_\_\_\_\_

Provide the number of years in business under present name: \_\_\_\_\_

Social Security Number or Federal Employer Identification Number: \_\_\_\_\_

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

DUNS NUMBER: \_\_\_\_\_

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

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

Printed Name of Contract Signatory: \_\_\_\_\_

Job Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_

Total Number of Employees: \_\_\_\_\_

Total Number of Current Clients/Customers: \_\_\_\_\_

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

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List Related Companies:

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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.

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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.

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**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.

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**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.

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**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.

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**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.

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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.

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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.

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**REFERENCES**

Provide three (3) references for which Respondent performed work similar to the Scope of Services requested by this RFCSP. For the references provided, work must have been performed within the past four (4) 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. Do not use City contracts as references.

**Reference No. 1:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

Contact Email Address: \_\_\_\_\_

**Reference No. 2:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

Contact Email Address: \_\_\_\_\_

**Reference No. 3:**

Firm/Company Name \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No: \_\_\_\_\_

Date and Type of Service(s) Provided: \_\_\_\_\_

\_\_\_\_\_

Contact Email Address: \_\_\_\_\_

## RFCSP ATTACHMENT A, PART TWO

### EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. Describe Respondent's experience relevant to the Scope of Services requested by this RFCSP. List and describe relevant contracts or projects of similar size and scope performed over the past four years. Include the projects provided as References in the previous section and describe a general overview of the business function delivered for that project.
2. Indicate the number of years Respondent has been in the business of providing Noise and Operations Monitoring Systems.
3. List all Noise and Operations Monitoring System projects that the Respondent has completed in the last four years.
4. List all Noise and Operations Monitoring System projects that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion.
5. 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.
6. 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.
7. 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 Respondent's organization (e.g., 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.
8. Describe the Respondent's support organization and volume of support inquiries managed per month over the past two years.
9. List customers currently using proposed solution. Include company name, type of business, city & state.
10. What percentage of existing customers are current with their annual support contract?
11. Indicate Respondent's experience with any interfaces (i.e. Public NOMS portal, Automated complaint databases and correspondence, flight tracking databases and reporting, weather data, websites and Flight tracking data feeds).
12. Describe experience Respondent has with reporting features in the system (Customized reporting, Daily noise levels, Daily meteorological data, Downtime percentage).
13. Describe Respondent's experience with decommissioning noise monitoring and flight tracking equipment in accordance with federal guidelines.
14. Describe Respondent's experience with and qualification for portable noise monitoring in the field and integration of resulting data into NOMS database.
15. Where are maintenance providers and support staff located?



16. Describe the Respondent's parts inventory and/or procurement strategies and lead times for repairs of hardware and software (server, noise monitor components, software, patches).
17. Describe Respondent's training methods, media and qualifications.
18. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the Respondent's qualifications.

## RFCSP ATTACHMENT A, PART THREE

### PROPOSED PLAN

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

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

#### 1. **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
  - Data retrieval from existing noise monitoring and flight tracking programs
  - Training (SAT staff and Public for public portal use)
  - 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)
  - Software compatibility resolution(s) between Respondent's and SAT's network
  - Describe in detail portable noise monitoring field operations
- e. Describe the warranty period post acceptance period. Provide severity levels of issues that may be encountered and response times. Describe the process the client must follow to report issues/problems.

#### 2.1 **Flight Tracking System**

- a. At the Vendors discretion, identify or suggest one or more reliable alternative mechanisms to augment the System Wide Information Management (SWIM) data to ensure the NOMS acquires flight track and aircraft identification data in the most reliable and accurate means possible

#### 2.2 **Noise Monitoring**

- a. Identify the means and cost of providing a NOMS System that makes use of the Airports existing NMTS.
- b. The Vendor shall also propose replacing some or all noise monitoring terminals at once or over time.
- c. The Vendor must identify the need for and cost benefit of replacing specific NMTs.
- d. Describe the fault tolerant architecture of the NOMS that maintains 98% uptime, provide for failure recovery, And, describe the division of responsibility between the Vendor and SAT.
- e. Provide as an option the use of noise modeling
- f. Propose a recommended process for conducting optional ad-hoc noise measurements
- g. Propose a solution that works with the Existing Equipment
- h. Propose alternative methods for communication that may show cost benefit or system improvement

#### 2.3 **Noise Complaint Management System**

- a. The vendor shall propose a cost effective noise complaint management system that meets the requirements specified in the SOW. Includes
  - Web-based portal
  - Smart Phone Application
  - Noise information hotline

#### 2.4 **Weather Data**

- The vendor will propose how the NOMS will collect and store weather data

## **2.5 User Interface and Background Software**

- The Vendor must propose on providing a Graphical User Interface that operates on Windows based PCs.

## **2.6 System Integration**

- The Vendor shall describe how the NOMS shall provide reliable, comprehensive data gathering and processing

## **2.7 Data Migration**

- The Vendor is to provide the proposed approach to migrating the existing data and the one-time cost involved for migrating the data.

## **3. Implementation and System Installation**

- Propose how the New NOMS will operate side by side with the Existing NOMS during the initial installation and acceptance testing period.
- Propose a development plan
- Describe minimum hardware requirements to support NOMS software

## **4. Inspection and Inventory**

- Describe the inspection process for the NMTs
- Describe the inspection report provided by the Vendor

## **5. Acceptance Testing**

- Describe the Acceptance Testing Plan
- Describe the deficiency remedy process for any deficiency discovered during the acceptance testing period
- Describe the suggested cost reductions for any lack of full functionality of the NOMS

## **6. Existing NMT Equipment**

- Describe from the NMT inventory what NMTs are expected to be utilized and which will be replaced
- Describe the communication and coordination process with the Environmental Stewardship Staff for maintaining settings and thresholds for the NMTs.
- Describe how the NMT communication Infrastructure will be maintained.
- Describe the coordination process to gain access to the NMT located at the Airport's Ground Run Up Enclosure

## **7. Noise Monitoring**

- Provide a plan for how the New NOMS will be configured and Operate, with a detailed schedule
- Describe all details of the proposed NOMS infrastructure to show how the noise system operate with the New NOMS

## **8. Minimum Data Requirements**

- Describe how new NMTS or Virtual NMTS are capable of recording C-weighted in addition to A-weighted decibels
- Describe the download frequency from the NMTs
- Describe what data is calculated on the NMT and what is calculated on the Vendors NOMS server
- If providing virtual monitors, describe the upload frequency
- Describe how the NMTs allow for Environmental Stewardship Staff have the ability to listen to live audio
- Describe the NMT calibration process, and the coordination process with the Environmental Stewardship Staff
- If providing virtual monitors, describe the accuracy of the method

## **9. Site Downtime**

- Describe the data recovery process for potential site downtimes, how is stored data on the NMTs retrieved
- Describe the "modeled " noise event process that occurs during potential site downtimes

## **10. Communications and Reoccurring Costs**

- Proposed the method of communication between the NMTs and the Server
- Estimate the Monthly cost of communication service from recommended service providers
- Propose the most effective methods of communication
- Propose the cost of purchase for existing and proposed NMT spare parts

## **11. Flight Tracking and Aircraft Identification System**

- Describe flight surveillance sources to track and identify aircraft in and near the San Antonio Airport
- Describe the licensing process for all flight track data that can be used by the San Antonio Airport, describe any potential costs to the SAT Aviation Department

- c. Describe the secure data connection to the flight track data
- d. Describe any data cleanup or processing requirements by the SAT Aviation Department Staff
- e. Describe the time interval between the flight track points
- f. Describe how often the flight track data is transferred from the Vendors data source to the NOMS data collection server
- g. Describe how flight tracking data will be collected from the Vendors source to the Vendors data collection server
- h. Describe the collection process for weather information for the San Antonio Airport, include any reoccurring costs for access to this information

## **12. Software and User interface Requirements**

- a. Explain how various data elements of the NOMS work in an integrated interface to view noise data, flight tracks, weather, and complaint records.
- b. Describe any software that will be installed on airport computers
- c. Specify minimum PC requirements

## **13. Data Backup Management**

- a. Describe your disaster recovery plan.
- b. Describe in detail strategies to provide continued service while replacing a damaged noise monitor or other hardware that might render the system inoperable (lightning strike, vandalism, fire).

## **14. 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.

## **15. 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. Describe compliance with NIST 800-53 Standard

## **16. Aircraft Operations Display**

- a. Describe the Flight Display Component in 2-D and in 3-D
- b. Describe the query capabilities in the proposed NOMS
- c. Describe the flight animation capabilities in the proposed NOMS
- d. Describe the ability to monitor compliance with suggested departure procedures

## **17. Map Set and Weather Data Requirements**

- a. Describe the specific maps that the NOMS will include and the details of how they will obtain and update the map sets
- b. Describe how historical weather data is integrated into the NOMS

## **18. Complaint Management System**

- a. Describe the Complaint Management System that allows complaints to be collected from a public web portal, smart phone application, email, and the noise hotline

## **19. Aircraft Noise Exposure Contours**

- a. Describe how noise contours will be generated in the proposed NOMS
- b. Describe what noise models will be used (e.g., INM, AEDT)

## **20. Reports**

- a. Describe the noise reports provided in the proposed NOMS
- b. Describe the flight tracking and identification reports provided with the proposed NOMS
- c. Provide a description of weather reports and how they will be generated
- d. Provide a description of complaint reports available in the proposed NOMS and how they will be generated

## 21. 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.

## 22. 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.
- g. 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.
- h. List standard reports that are included in the proposed solution

## 23. 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.
- c. Describe inspection, maintenance and preventative maintenance practices and program for NOMS hardware. Include frequency and method by which SAT staff is notified.
- d. Describe method by which monthly down time is tracked and reported to SAT staff.
- e. Describe in detail Respondent's decommissioning strategy for obsolete or "end-of-life" software and hardware insuring compliance with federal guidelines.

## 24. 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.

## 25. 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**

**FUNCTIONAL REQUIREMENTS MATRIX**

(Attached as a separate document)

**RFCSP ATTACHMENT C**

**PRICING SCHEDULE**

(Posted as a separate document)

**RFCSP ATTACHMENT D**  
**CONTRACTS DISCLOSURE FORM**

Contracts Disclosure Form may be downloaded at <https://www.sanantonio.gov/efrms/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 E

LITIGATION DISCLOSURE FORM

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

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

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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

Yes \_\_\_ No \_\_\_

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

**RFCSP ATTACHMENT F**

**CITY OF SAN ANTONIO  
VETERAN-OWNED SMALL BUSINESS PROGRAM TRACKING FORM**

(Attached as a separate document).

## RFCSP ATTACHMENT G

### CERTIFICATE OF INTERESTED PARTIES (Form 1295)

Texas Government Code §2252.908, and the rules issued by the Texas Ethics Commission found in Title 1, Sections 46.1, 46.3 and 46.5 of the Texas Administrative Code, require a business entity to submit a completed Form 1295 to the City before the City may enter into a contract with that business entity.

Form 1295 must be completed online. It is available from the Texas Ethics Commission by accessing the following web address: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**Print your completed Form 1295 and sign it in front of a notary. Submit your signed and notarized Form 1295 with your response to this solicitation. Where requested to provide the name of the public entity with whom you are contracting, insert "City of San Antonio". Where requested to provide the contract number, provide the RFCSP number shown on the cover page of this solicitation.**

The following definitions found in the statute and Texas Ethics Commission rules may be helpful in completing Form 1295.

"Business entity" includes an entity through which business is conducted with a governmental entity or state agency, regardless of whether the entity is a for-profit or nonprofit entity. The term does not include a governmental entity or state agency. (NOTE: The City of San Antonio should never be listed as the "Business entity".)

"Controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent; (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. Subsection (3) of this section does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.

"Interested party" means: (1) a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts; or (2) an intermediary.

"Intermediary," for purposes of this rule, means, a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- (1) receives compensation from the business entity for the person's participation;
- (2) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- (3) is not an employee of the business entity or of an entity with a controlling interest in the business entity.

RFCSP ATTACHMENT H

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 2 & 3. 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**

I acknowledge that this contract has been designated a "high-profile" contract. I have read and understand the provisions regarding high profile contracts that appear on the cover page of this RFCSP.

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 I**

**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	
Executive Summary	
Respondent Questionnaire RFCSP Attachment A, Part One	
Experience, Background, Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Technical Requirements Matrix RFCSP Attachment B	
Pricing Schedule RFCSP Attachment C	
+Contracts Disclosure form RFCSP Attachment D	
Litigation Disclosure RFCSP Attachment E	
+VOSBPP Tracking Form RFCSP Attachment F	
++Certificate of Interested Parties (Form 1295) RFCSP Attachment G	
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
+Signature Page RFCSP Attachment H	
Proposal Checklist RFCSP Attachment I	
+Addendum, if any	
Exceptions to Terms & Conditions and/or SOW Requirements	
One <b>COMPLETE</b> (1) Original, <b>four</b> hard copies <b>WITH ONLY TABS and documents for Executive Summary; General Information Form; Experience, Background, and Qualifications; Proposed Plan, Technical Requirements, etc. (NO ACDBE or PRICING TO BE INCLUDED in the 4 copies)</b> and one (1) CD or USB flash drive of entire proposal in PDF format if submitting in hard copy.	

+ Documents marked with a "+" on this checklist require a signature.

++ Certificate of Interested Parties (Form 1295) requires notarization.

**Be sure all forms that require a signature and/or to be notarized are done so prior to submittal of proposal.**

## **Exhibit B**

NOISEOFFICE SERVICES AGREEMENT

BETWEEN

BRÜEL & KJÆR EMS INC.

AND

CITY OF SAN ANTONIO

Supplier Contract Reference: \_\_\_\_\_

Customer Contract Reference: \_\_\_\_\_



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## 1 Preamble

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This Agreement made as of the {dd} Day of {Month}, {Year} (the "Effective Date") is between

**Brüel & Kjær EMS Inc.** (hereinafter called "Supplier")

and

**City of San Antonio** in the state of Texas, United States of America (hereinafter called "Customer")

Subject to the terms and conditions set forth in this Agreement and its schedules and attachments, Supplier and Customer agree that Supplier will provide to Customer the Services described herein:

## 2 Definitions

---

<b>Term</b>	<b>Definition</b>
Agreement	this Noise Office Services Agreement.
Integration Agreement	Customer master agreement that incorporates this Agreement
Effective Date	the date that this Agreement comes into effect as specified in Clause 1.
Radar Activation Date	date that System is connected to a new flight track data feed listed in Schedule C.4 Data Subscriptions
Customer Country	United States of America
Hosted Systems	the Customer equipment and applications listed in the table "System Hosting Services" in Schedule D.3.
NMT	Noise Monitoring Terminal
Prescribed Terms	terms and conditions and warranties implied by law in contracts for the supply of goods or services.
Reference Data	the list of reference information shown Schedule C.6
Responsible Party	the person(s) or organisation responsible to address a specific issue of fault with the System. This could be a Customer contact or, depending on the scope of the Services, it could be a Supplier contact or a third-party contact.
SDM	Service Delivery Manager - the Supplier-appointed person assigned to act as a single point of contact for matters relating to the provision of the Services.
Service Fees	the fees specified in Schedule F:
Service Levels	the performance levels defined in Schedule E:
Services	the services provided by Supplier including subcontractors under this Agreement.
Special Clauses	the obligations and liabilities defined in Schedule G:
Specifications	the manuals, system descriptions or other published documentation describing the functionality and performance of the Supplier Hardware, Supplier Software, Subscribed Applications, or Subscribed Data.
Subcontractor	third party engaged by the Supplier to provide all or part of the Services
Subscribed Applications	the list of applications listed in Schedule C.5

<b>Term</b>	<b>Definition</b>
Subscribed Data	the list of data services listed in Schedule C.4
Supplier Software	software listed in Schedule C.3 as having Brüel & Kjær as the author.
Supplier Spare Parts	the list of System components shown in Schedule 0
Support Request	a request in writing from Customer to Supplier for work to be performed under this Agreement as defined and in the form described in Clause 6.2
System	the hardware, software, on site spares, subscribed applications and subscribed data listed in Schedule C:
System Component	one of the items comprising the System.
System Upgrade	once off hardware and software upgrade of the System
Termination Services	The services described in Schedule F.2.
Third Party Software	software listed in Schedule C.3 as having an author other than Brüel & Kjær.
User Forum	user group meeting, which Supplier may organize from time to time, to discuss technical issues related to airport noise and the use of Supplier products and services.
Working Day	Monday through Friday inclusive, excluding Customer public holidays and Australian public holidays.
Working Hours	between 8:30am and 5:30pm local time in the main place of business of Customer on any Working Day.

### 3 Term, Termination and Renewal

- a This Agreement shall commence on the Effective Date and continue for the Initial Term specified in the Integration Agreement and any extension periods, which may be requested by Customer.
- b Customer may extend this Agreement for an additional period by notifying Supplier in writing, no later than 30 days prior to the end of the current term. The length of the extension period and the number of times that the customer may extend this Agreement are as specified in Schedule F.1 Contract Term.
- c If Customer does not advise Supplier that it wishes to extend the Agreement as per the above clause then, on written request from Customer, Supplier may continue to provide services on a month-to-month basis for a Service Fee 15% higher than the equivalent fee which applied prior to the end of the Agreement.

### 4 Contract Administration

- a All correspondence relating to this Agreement should be addressed as defined in the Intergration Agreement.

### 5 Scope of Work

- a The Services shall be provided according to the applicable Service Levels.
- b The Services apply only to the System. Correct operation of the System may depend on correct operation of other systems (including data feeds, power supplies, and communication links),

which are the responsibilities of Customer. Supplier's obligations under this Agreement shall be excused if, and to the extent that, the System does not work correctly as a result of the failure of these other systems.

- c When Customer becomes aware of an interruption to a system or service which is likely to cause interruption to the System or Services which are the subject of this Agreement, Customer shall notify Supplier where reasonably practical to do so:
  - (i) Seven (7) calendar days in advance of any planned outage; and
  - (ii) Within four (4) Working Hours of an unplanned outage.
- d Supplier's obligations under this Agreement shall be excused if, and to the extent that, Customer fails to deliver the obligations listed in Clause 14, below.

## 6 Service Management

---

### 6.1 Service Reporting

If Schedule A service line item "Service Reporting" has status "Included", then:

- a Supplier shall assign an SDM and shall advise Customer of the name of the assigned SDM.
- b Supplier shall provide access to the Supplier ticket management system via a customer web portal.

### 6.2 System Support

If Schedule A service line item "System Support" has status "Included", then:

- a Supplier shall provide support in the form of advice by telephone or email in response to a telephone call or email from Customer in relation to the operation of the System.
- b Supplier's telephone/email support services shall operate during Working Hours.
- c Support requests shall be advised to Supplier by email to the contact details for Customer Support listed in Schedule B:. When advising requests, the following information shall be provided:
  - (i) Request title, which will be used as the "Title" of the request for subsequent tracking.
  - (ii) Customer reference number (if any)
  - (iii) Customer contact details, including email address, phone number etc.
  - (iv) The Airport and location of items which are the subject of the request
  - (v) Date and time of the request
  - (vi) A description of the request including, as attachments, any screenshots, error logs, etc. as may be useful to assist in Supplier response.
  - (vii) An indication of the urgency or severity of the request; for example; 1= Urgent – Data Loss, 2= Major Loss of Function, 3= Loss of Function, 4= Minor Anomaly, 5=Request for Assistance.
- d Supplier will enter this information into the Supplier's ticket management system and a reply will be sent acknowledging the request and identifying the unique ticket number that is to be used in all future communication concerning this request.

### 6.3 Customer Visits

If Schedule A service line item "Customer Visits" has status "Included", then:

- a The SDM or a delegated alternate shall meet with Customer at least as often as specified in Schedule D.1. Such meetings shall be at a location and have an agenda and duration mutually agreed upon and predetermined by Customer and Supplier. Each day of such meetings shall be for a maximum of eight (8) hours per day.

#### 6.4 *User Forum*

If Schedule A service line item "User Forum" has status "Included", then:

- a On request from Customer, Supplier will provide the number of tickets specified in Schedule D.2 each year of this Agreement to a User Forum.
- b Customer shall be responsible for the travel expenses (transportation, lodging etc.) and meal expenses (except for meals provided as part of the official User Forum activities) of its attendees at User Forums.

## 7 Maintenance Services

---

### 7.1 *Fault Management*

If Schedule A service line item "Fault Management" has status "Included", then:

- a Supplier will rectify faults in the System during the term of this Agreement and as required to return the System to operating within substantial conformity with the Specifications.
- b If a fault is detected or suspected, Customer shall perform initial fault finding and diagnosis prior to contacting Supplier. Such fault finding and diagnosis may require Customer staff to travel to remote equipment sites to assess local conditions and to reboot/restart equipment as necessary.
- c All faults shall be advised to Supplier by email to the contact details for Customer Support listed in Schedule B: and in the form described in Clause 6.2 above.
- d Supplier will enter this information into the Supplier's ticket management system and a reply will be sent identifying the unique ticket number that is to be used in all future communication concerning this fault report.
- e Customer shall assist Supplier in diagnosing the fault by, if requested, supplying evidence of the fault such as listings of output, photographs, or other data. Such evidence may also include information about and from equipment other than the System.
- f If requested, Customer shall explain how the fault prevents substantial conformity of the System with the Specifications.
- g Supplier shall carry out remedial work either remotely or on Customer locations at Supplier's discretion and in accordance with the Service Levels.
- h Supplier will use best efforts to resolve all faults and requests in a fast and efficient manner with a minimum disruption to Customer's operation.
- i Supplier will not be required to carry out remedial work or to carry out remedial work in accordance with the Service Levels if:
  - (i) It has not received a Support Request;
  - (ii) Customer has changed the configuration of the System and this has caused, or contributed to the cause of, the fault;
  - (iii) The fault is caused by incorrect Customer operation of the System or by a failure in consumable equipment.

### 7.2 *Software Upgrades and Patches*

If Schedule A service line item "Software Upgrades and Patches" has status "Included", then:

- a Customer shall be entitled, at no additional license fee, to patches and upgrades to the Supplier Software that Supplier shall, from time to time, develop and make available where such patches and upgrades relate to features of the Supplier Software currently supplied and/or licensed to Customer.
- b Supplier shall notify Customer of upgrades to Supplier Software when they are made available for general distribution. Customer may or may not choose to install the upgrade.
- c When an upgrade to Supplier Software requires an upgrade to Third Party Software, Supplier will advise Customer accordingly.
- d Customer acknowledges that an upgrade or new version of Third Party Software during the term of this Agreement, may require new or upgraded hardware and any additional cost of new hardware or software to support the upgrade is not included in this Agreement.
- e Customer acknowledges that the application of an upgrade to Supplier Software or Third Party Software may require engineering effort, additional hardware, travel expenses, or end user training and that, unless specified elsewhere in this Agreement, costs associated with the provision of these items are not included in the scope of this Agreement.
- f On request from Customer, Supplier shall provide a quotation for the works described in Clause 7.2.e and the rates applicable for that work shall be as defined in Schedule F.5.
- g Supplier may declare a particular upgrade or set of upgrades to Supplier Software to be a new general release of the Supplier Software. Supplier reserves the right to cease supporting versions of Supplier Software that are more than two general releases older than the current general release or only to offer such support at increased Service Fees.
- h Nothing in this Clause 7.2 shall imply that Customer is entitled to any software except the Supplier Software. In particular, Supplier may provide additional functionality as a new, and separately licensable, module of the Supplier Software, in which case the new module may be offered to Customer as defined in Clause 12

### 7.3 *Hardware Repair*

If Schedule A service line item "Hardware Repair" has status "Included", then:

- a The System hardware as defined in Schedule C.1 requiring physical repair will be repaired by return of the items to Supplier for repair unless explicitly stated otherwise.
- b Supplier shall determine whether, in order to deliver the Services, it is necessary to return a System Component or part(s) of a System Component.
- c If requested by Supplier, Customer shall securely and safely pack and dispatch such item(s) to the depot nominated by Supplier for repair or replacement and shall pay for freight and insurance to the nominated depot premises.
- d Supplier shall repair or replace the item(s) according to the Service Levels and shall return the item(s) to Customer at Supplier's expense.
- e Unless otherwise specified in this Agreement, Customer shall be responsible for re-installing the item(s) according the instructions from Supplier.



- f If the System hardware in Schedule C.1 has a Repair Type "On-site" then the Supplier will be responsible for repairing or replacing the faulty equipment with the Supplier's spares. This would include all transport, preparation and installation costs.

#### 7.4 *Specific Exclusions*

- a The following faults are not included in the scope of this Agreement and will not be rectified by Supplier
  - (i) Faults in power connections to equipment (not under control of Supplier), except Hosted Systems.
  - (ii) Faults in communications between components of the System such as telephone lines and network connections not under the control of Supplier.
  - (iii) Faults caused by abnormal events, such as vandalism, lightning strikes and damage outside of Supplier's control.

## 8 System Management Services

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### 8.1 *System Monitoring*

If Schedule A service line item "System Monitoring" has status "Included", then:

- a Supplier shall monitor the System for abnormal conditions, including incomplete data downloads and out-of-band calibration results, and shall advise the Responsible Party of any detected abnormal conditions.
- b Customer shall advise Supplier of the Responsible Party for various abnormal conditions where Supplier is not the Responsible Party.

### 8.2 *System Administration*

If Schedule A service line item "System Administration" has status "Included", then:

- a Supplier shall provide system administration services as defined in, and at the frequency stated in, Schedule D.4 System Administration Services.
- b Supplier may carry out system administration services at any time during the normal business hours of Customer. Supplier may carry out system administration tasks outside of those hours by mutual agreement.

### 8.3 *Periodic Hardware Services*

If Schedule A service line item "Periodic Hardware Services" has status "Included", then:

- a Supplier shall provide hardware services as defined in, and at the frequency stated in, Schedule D.5 Periodic Hardware Services.
- b At the completion of each periodic hardware service, Supplier shall present a report to Customer on the status of the units, and any issues needing to be addressed.

### 8.4 *Supplier Spares*

If Schedule A service line item "Supplier Spares" has status "Included", then:

- a Supplier shall provide the Supplier Spare Parts at Suppliers expense, to be located on Customer premises and available to be used in fault rectification as required.

- b Supplier shall inspect the Supplier Spare Parts during visits to Customer site to ensure that they can be utilized when required. Supplier shall repair or replace any Supplier Spare Parts found to be faulty.
- c On termination of this Agreement, Customer shall return the Supplier Spare Parts.

### 8.5 System Hosting

If Schedule A service line item "System Hosting" has status "Included", then:

- a Supplier shall, in its own facilities, maintain, administer, and operate the Hosted Systems consistent with the applicable Service Levels.
- b Supplier shall report performance against the Service Levels according to Clause 6.1 and shall also make recommendations on any actions or upgrades which might be necessary to improve or secure performance of the Hosted Systems.

### 8.6 Backup and Restoration

If Schedule A service line item "Backup and Restoration" has status "Included", then:

- a The responsibility and frequency of system backup is stated in Schedule D.8. System Backup.
- b In the event of complete system failure, Supplier will restore the System from the latest available system backup.

## 9 Information Management Services

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### 9.1 Data Processing Services

If Schedule A service line item "Data Processing Services" has status "Included", then:

- a Supplier shall provide data processing services as defined in, and at the frequency stated in, Schedule D.6 Data Processing Services.
- b Supplier will maintain a log of data processing services tasks undertaken and make that log available to Customer as part of regular service reporting.

### 9.2 Report Production Services

If Schedule A service line item "Report Production Services" has status "Included", then:

- a Supplier shall provide report production services as defined in, and at the frequency stated in, Schedule D.7 Report Production Services.

## 10 Subscription Services

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### 10.1 Application Subscription

If Schedule A service line item "Application Subscription" has status "Included", then:

- a Supplier will provide the Subscribed Applications to Customer according to the Specifications and according to the Service Level. As required, Supplier will provide application patches and upgrades as well as hardware upgrades in Supplier's application infrastructure.

- b For the term of this Agreement, Customer will have a non-exclusive right to use the Subscribed Applications subject to any limitation on user numbers or locations specified in Schedule C.5 Application Subscriptions.
- c Subscribed Applications software code will remain the exclusive property of Supplier.
- d Customer will not use, or cause others to use, the Subscribed Applications or the information derived from the Subscribed Applications for the real-time control or navigation of aircraft, or for any purpose related to the real-time control or navigation of aircraft.
- e The information contained within the Subscribed Application is a combination of data from a variety of sources, and may include information derived from Customer and from third party sources. Supplier does not warrant the accuracy or availability of the information within the Subscribed Applications.
- f Supplier and Customer agree to abide by the terms of any third party data agreements that are required in order to provide the Subscribed Applications.
- g Due to the highly visual nature of the user interfaces, Subscribed Applications may not be accessible to individuals with certain disabilities. Customer hereby indemnifies Supplier against any liability or additional expense arising directly or indirectly from a complaint, allegation or claim by a third party (including employees of the Customer) alleging that a Subscribed Application discriminates against an individual on the grounds of that individual's disability.

### 10.2 Data Subscription

If Schedule A service line item "Data Subscription" has status "Included", then:

- a Supplier will provide the Subscribed Data to Customer according to the Specifications and according to the Service Levels.
- b For the term of this Agreement, Customer will have a non-exclusive right to use the Subscribed Data subject to any limitation on use specified in Schedule C.4.
- c Subscribed Data software code remains the exclusive property of Supplier.
- d Customer will not use, or cause others to use, the Subscribed Data or information derived from the Subscribed Data for the real-time control or navigation of aircraft, or for any purpose related to the real-time control or navigation of aircraft.
- e Supplier and Customer agree to abide by the terms of any third-party data agreements that are required in order to provide the Subscribed Data.
- f Additional costs incurred to Supplier from changes in third party data agreements during the Term will be passed on in accordance with Schedule F.5.
- g Fees for radar data are payable from the Radar Activation Date.

### 10.3 Reference Data

If Schedule A service line item "Reference Data" has status "Included", then:

- a Supplier shall provide updates to the Reference Data at the frequency as shown in Schedule C.6.

## 11 Professional Services

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If Schedule A service line item "Professional Services" has status "Included", then:

- a No additional services shall be performed unless Supplier provides a written quotation, which is approved in writing by Customer prior to Supplier providing such services.
- b On request from Customer for additional services, Supplier shall provide a quotation for the additional services. Where applicable, the quotation shall be based on the rates shown in Schedule F.5.

## 12 New Modules

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- a Supplier shall notify Customer of new module(s) applicable to the System when they are made available for general distribution along with the applicable additional license fees, installation fees, and/or additional Service Fees applicable to such new module(s).
- b The installation fees and/or any increase in Service Fees applicable to the new module(s) shall, where applicable, be based on the rates shown in Schedule F.5.
- c The new module(s) will only be made available to Customer following Customer's written acceptance of the additional license fees, installation fees, and or additional Service Fees applicable to the new module(s).

## 13 Obsolescence

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- a Supplier may undertake a review of the System after or no sooner than five (5) years (to coincide with warranty services) after the Effective Date of this Agreement and annually thereafter and may recommend the replacement of obsolete Customer-owned equipment or Customer-owned equipment not meeting specifications. Any such replacement recommendation shall be reasonable and justified.
- b If Customer does not accept the recommendations within 6 months, Supplier may cease to provide Services for the System or may only offer such support at increased Service Fees.

## 14 Customer Obligations

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### 14.1 *Compliance with License terms*

- a Customer's use of the System shall, at all times, be consistent with any license terms which apply to the System or any System Component.
- b Supplier Software is licensed to Customer under the standard Brüel & Kjær End User License Agreement.

### 14.2 *Storage of Equipment*

- a If requested by Supplier, Customer shall provide secure and adequate facilities adjacent to or in reasonable proximity to the System for the storage by Supplier of tools, documentation, and other items necessary to provide the Services.
- b Customer shall provide Supplier with access to such storage facilities at all reasonable times including, but not limited to, all times during Customer's normal business hours.

### 14.3 *Physical and Electronic Access:*

- a Customer shall maintain a secure means (such as a virtual private network) to connect Customer workstations to Supplier's Hosted System. Supplier shall assist with information where necessary to establish this link

- b On request from Supplier and in a timely manner, Customer shall provide all user IDs and passwords to Supplier as shall be reasonably required by Supplier to perform the Services.
- c Customer shall provide Supplier's service personnel with full and safe access to the System, and to spare parts storage areas, at all reasonable times for the purpose of providing the services required by this Agreement. Customer shall also provide suitable vehicle parking areas.
- d The access shall include unhampered working facilities, adequate light, heating, cooling, ventilation, suitable electrical outlets and computer network connections to enable Supplier to meet its obligations under this Agreement.
- e Customer shall provide Supplier's service personnel with all information, facilities, services and accessories reasonably required by Supplier to meet its obligations under this Agreement. Customer shall arrange and pay the fees for site specific permits, permissions and certificates required by Customer for site access by Supplier's personnel required for site access, including site specific training if required. At Supplier request, Customer will provide a cherry picker for NMT maintenance.
- f Customer shall provide, on request, a suitably qualified or informed representative to accompany Supplier's service personnel and to advise Supplier on access or any other matter within Customer's knowledge or control that will assist Supplier in meeting its obligations under this Agreement.

## 15 Confidentiality

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- a Supplier will treat all of Customer's data as confidential and will only use that data for the purpose of meeting its obligations under this Agreement.
- b Supplier will not transfer or disclose any of Customer's data to any other party without the prior written consent of Customer.
- c This Clause 15 shall remain in effect during the Term of the Agreement and for a period of five (5) years after the termination of this Agreement.
- d Supplier acknowledges that Customer is subject to the Texas Public Information Act, and can only protect Supplier data to the extent allowed by law. Supplier will be made aware of all information requests and is responsible for response and argument to the Texas Attorney General for all information requests it seeks to protect from disclosure.

## 16 Payment and Charges

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### 16.1 *Payment Terms*

- a Customer shall pay to Supplier the Services Fees plus any applicable value-added-taxes.
- b Invoices shall be issued the first calendar day of each monthly period and milestones in accordance with Schedule F:.
- c Payments will be made within 45 calendar days from the receipt by Customer of a correctly rendered, fully detailed, invoice addressed as per Schedule B. Unless otherwise notified in writing by Supplier, all payments under this Agreement shall be paid in USD to Supplier's bank account.
- d Should Customer fail to make payment within 90 days Supplier may, within 15 Working Days of issuing a written notice, suspend service except if payment is not made for a reason for which Customer may withhold payment hereunder. In the event that service is suspended Customer

shall be liable for a re-connection fee equal to the Service Fee for the period during which service was suspended to re-establish the running performance of the System.

## 17 Warranties

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- a Supplier warrants and represents that:
  - (i) Supplier has the professional ability, experience and expertise to perform the Services; and,
  - (ii) Supplier shall perform the Services hereunder in a good and workmanlike manner, and shall exercise the degree of skill and care required by customarily accepted good practice in accordance with all applicable laws, regulations codes, industry and professional standards, and the terms, conditions and specifications of this Agreement.

## 18 Limitation of Liability and Indemnities

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- a Supplier's maximum aggregate liability under or in connection with supply of Services under this Agreement whether arising in contract, tort (including negligence) or otherwise, shall in no event exceed 100% of the total amount payable by Customer in respect of Services under this Agreement and, in respect of Services continuing beyond one year, shall in no event exceed in any year 100% of the total amount payable by Customer in respect of Services in that year.
- b Supplier accepts no responsibility or liability for:
  - (i) any excessive delay by Customer in lodging a Support Request;
  - (ii) any loss or damage to, deterioration of, or faults in, The System to the extent attributable to an act or omission of Customer (including, but not limited to, damage from dropping or incorrect handling of the System Components, electrical damage from power interruptions or spikes to The System and data damage from power interruptions to The System);
- c Neither party shall be liable to the other party for any loss of profit, loss of income, loss of use, loss of business, loss of revenue, loss of goodwill, or for any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or in the contemplation of the parties and whether arising in tort (including negligence), contract or otherwise.
- d Supplier's maximum aggregate liability for property damage attributable to the Supplier's negligent acts or omissions shall in no event exceed 1,000,000 USD and Supplier shall be under no liability to Customer for any loss of profit, loss of income, loss of use, loss of business, loss of revenue, loss of goodwill or for any indirect or consequential loss or damage of any kind, SAVE THAT nothing in this Agreement shall exclude or limit Supplier's liability to Customer for fraud, death or personal injury caused by the Supplier's negligence or any other liability to the extent that the same may not be excluded or limited as a matter of law.

## 19 General Terms and Conditions

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### 19.1 Contract Variation Procedures

- a Either Supplier or Customer may propose alterations, additions or omissions to this Agreement.
- b Amendments to the terms and conditions of the Agreement shall be agreed in writing between the parties.

- c Where Customer requires a variation to the Agreement, it shall notify Supplier in writing of the nature of the variation it seeks, and Supplier shall as soon as possible and within 30 days of receipt, forward to Customer a formal Contract Variation Proposal identifying attendant price and schedule variations. At the option of Supplier, the Contract Variation Proposal shall lapse if it is not accepted within 180 days of receipt by Customer.
- d Where Supplier requires a variation to the Agreement, it shall notify Customer in writing of the nature of the variation it seeks, and send a formal Contract Variation Proposal identifying attendant price and schedule variations.
- e Contract Variation Proposals shall become effective when formally accepted in writing by duly authorised officers of both Supplier and Customer. Until then, the Agreement shall remain unaltered.
- f Supplier shall not be liable for any additional work undertaken or expenditure incurred by Customer in relation to the variation of this Agreement which has not been authorised pursuant to this procedure.
- g Agreement to a Contract Variation Proposal shall not be unreasonably withheld by either party.

#### 19.2 *Customer Default*

- a Supplier may terminate this Agreement on ten (10) days' prior written notice in writing to Customer if any of the following circumstances arise:
  - (i) Any payment due to Supplier from Customer under this Agreement remains unpaid for a period of ninety (90) days except, if payment is not timely made for a reason for which Customer may withhold payment hereunder;
  - (ii) Customer is in breach of the whole or any material part of this Agreement and this breach is not remedied within thirty [30] days of written notice by Supplier; provided, however, if the breach is curable, but not capable of being cured within thirty (30) days, Supplier may not terminate the Agreement if Customer promptly commences the cure within such thirty (30) day period, and diligently pursues the cure to completion;
  - (iii) Customer disposes of The System;
  - (iv) Customer becomes the subject of any bankruptcy proceedings, becomes insolvent, or enters into receivership;
- b In the event of termination in accordance with this clause Supplier may:
  - (i) Repossess any of its equipment in the possession, control, or custody of Customer;
  - (ii) Retain any money paid;
  - (iii) Charge a reasonable sum for work performed for which no sum has previously been charged;
  - (iv) Be regarded as discharged from any further obligations under this Agreement;
  - (v) Pursue any alternative or additional remedies afforded by the law.
- c Customer shall not be entitled to a refund of any fees paid or accrued prior to the effective date of such termination.
- d Customer shall not be entitled to compensation for loss of earnings or damages.

#### 19.3 *Supplier Default*

- a Supplier shall be in default under the Agreement if Supplier

- (i) fails to fully, timely and faithfully perform any of its material obligations under the Agreement,
  - (ii) becomes insolvent or seeks relief in bankruptcy.
- b In the event of a default by Supplier, Customer may terminate the Agreement for cause by written notice to Supplier effective thirty (30) days after the date of such notice unless Supplier, within such thirty (30) day period, cures the default or provides evidence sufficient to prove to Customer's reasonable satisfaction that a default did not occur; provided, however, if the default is curable, but not capable of being cured within thirty (30) days, Customer may not terminate the Agreement if Supplier promptly commences the cure within such thirty (30) day period, and diligently pursues the cure to completion.

#### 19.4 *Waiver*

- a No right under this Agreement will be waived by either party except by notice in writing signed by both parties.
- b A waiver by either party will not prejudice its rights in respect of any other breach of this Agreement by the other party.
- c Failure by either party at any time to enforce any of the provisions of this Agreement shall not be construed as a waiver by such party of any such provision or in any way affect the validity of the Agreement or any part thereof.

#### 19.5 *Dispute resolution*

- a If a dispute arises out of or relates to the Agreement, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages, but this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief.
- b Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below.
- c Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- d If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; Customer and Supplier agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Agreement prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert.
- e The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session.
- f Customer and Supplier will share the costs of the mediator equally.
- g If any party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, any party may refer the claim or dispute to arbitration, in accordance with the then



applicable Commercial Arbitration Rules of the American Arbitration Association. The arbitration process will be commenced by service by one party on the other of a written notice that the dispute is to be referred to arbitration. The parties will then participate in good faith in the arbitration. Unless otherwise agreed between the parties, the arbitrator will be nominated by the American Arbitration Association. Arbitration proceedings shall be held in Chicago, Illinois. The expenses and fees of any such arbitration proceedings shall be borne equally by the parties. The award of the arbitrator or arbitrators shall be final and binding upon the parties, and judgment upon any such award may be entered in any court having jurisdiction. Nothing in this Agreement shall prevent any party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary.

#### 19.6 *Assignment*

- a Neither party may assign, sub-license, or sub-contract this Agreement, or any of its rights, obligations or duties hereunder, without the prior written consent of the other party which will not unreasonably withhold such consent.

#### 19.7 *Entire Agreement*

- a This Agreement constitutes the entire understanding between Supplier and Customer with respect to the subject matter hereof, and supersedes and extinguishes all prior statements, understandings and agreements between the parties with respect to the subject matter hereof, and all warranties and representations previously given, whether oral, written, or in any other form.
- b No alterations or changes to this Agreement are valid unless they are in writing and signed by both parties in accordance with Clause 19.1.

#### 19.8 *Force Majeure*

- a The Supplier shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any event beyond the control of the Supplier, including but not limited to, war, sabotage, insurrection, riot or other act of civil disobedience, act of a public enemy, failure or delay in transportation, act of any government or any agency or subdivision thereof, judicial action, labour dispute, accident, fire, explosion, floods, storm, shortage of labour, fuel, raw material or machinery or technical failure where the Supplier has exercised ordinary care in the prevention thereof.

#### 19.9 *Precedence and Severability*

- a The Special Clauses in Schedule G are fully incorporated into this Agreement and, in case of any conflict between the Special Clauses and the rest of this Agreement, the provisions of the Special Clauses shall prevail.
- b The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

#### 19.10 *Governing Law*

- a The validity, construction and interpretation of this Agreement, and the rights and duties of the parties shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Venue shall be in the State or Federal courts located in Bexar County, Texas.

#### 19.11 *Independent Contractor*

- a Both parties acknowledge that Supplier is an independent contractor and not Customer's employee or agent.

#### 19.12 *Intellectual Property*

- a Customer acknowledges and agrees that all property, copyright and other intellectual property rights in any work or tangible deliverable item arising from or created, produced or developed by Supplier under or in the course of provision of any Services (the "Works"), wherever in the world enforceable, including without limitations all right title and interest in and to the Services and all documents, data, drawings, specifications, articles, sketches, drawings, reports, inventions, improvements, modifications, discoveries, tools, software, source codes and other items relating thereto shall immediately upon creation or performance vest in and shall be and remain the sole and exclusive property of Supplier and Customer shall acquire no right, title or interest in or to the same except as expressly stated in this Agreement.
- b The Supplier grants to Customer a revocable, non-exclusive, non-transferable licence to use such of the Works as are necessary, and to the extent necessary, for Customer to obtain and utilise the intended benefit of the Services, under the Brüel & Kjær End User License Agreement.
- c All data and other information, other than intellectual property described above in whatever form or medium, compiled or prepared by Supplier in performing its services or furnished to Supplier by Customer shall be the property of Customer and Customer shall have the unrestricted right to use or disseminate same without payment of further compensation to Supplier, provided that any future use of such material or work product by Customer for other than the specific purpose intended by the Agreement shall be at Customer's sole risk and without liability to Supplier.
- d Copies of Supplier's work product may be retained by Supplier for its own records.
- e If any claim is made against Customer that the Services infringe the patent, copyright or other intellectual property rights subsisting in the country or countries where Customer is located of any third party, Supplier shall indemnify Customer against all losses, damages, costs and expenses awarded against, or incurred by, Customer in connection with the claim or paid, or agreed to be paid, by Customer in settlement of the claim provided that:
  - (i) Supplier is given full control of any proceedings or negotiations in connection with any such claim; and
  - (ii) Customer shall give Supplier all reasonable assistance for the purposes of any such proceedings or negotiations.

#### 19.13 *Advertising*

- a Supplier shall not advertise or publish, without Customer's prior consent, the fact that Customer has entered into the Agreement, except to the extent required by law.

#### 19.14 *Interpretation*

- a The Agreement is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Although the Agreement may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other.

## 20 Notices

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- a Any notice, request, or other communication required or appropriate to be given under this Agreement shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by any other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, facsimile transmissions, e-mail, or other commercially accepted means. Notices to Customer and Supplier shall be addressed to the contact persons and at the addresses specified in Schedule B. A party may change its contact persons and notice address by written notice to the other party.
- b A facsimile is taken to be received at the time shown in a transmission report by the machine, which indicates that the whole facsimile was sent.
- c An email is taken to be received at the time shown in a delivery confirmation report generated by the sender's email system.

## 21 Execution

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IN WITNESS WHEREOF the parties hereto have executed the Agreement  
on the ..... day of ..... 2017.

SIGNED for and on behalf Customer

SIGNED for and on behalf of Supplier

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of authorised representative

\_\_\_\_\_  
Name of authorised representative

\_\_\_\_\_  
In the presence of

\_\_\_\_\_  
In the presence of

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Printed name and title

## Schedule A: Summary Of Services Provided

The following table lists the service line items to be provided under this Agreement.

The Services are defined in the body of this Agreement, and apply to specify System Elements and Service Elements.

Service Line Item	Clause	Schedule	Status
<b>Service Management</b>			
Service Reporting	6.1	B	Included
System Support	6.2	B	Included
Customer Visits	6.3	D.1	Included
User Forum	6.4	D.2	Included
<b>Maintenance Services</b>			
Fault Management	7.1	C	Included
Software Upgrades and Patches	7.2	C.3	Included
Hardware Repair	7.3	C.1	Included
<b>Technology Management Services</b>			
System Monitoring	8.1	C	Included
System Administration	8.2	D.4	Included
Periodic Hardware Services	8.3	D.5	Included
Supplier Spares	8.4	C.2	Not Included
System Hosting	8.5	D.3	Included
Backup and Restoration	8.6	D.8	Included
<b>Information Management Services</b>			
Data Processing Services	9.1	D.6	Included
Report Production Services	9.2	D.7	Included
<b>Subscription Services</b>			
Application Subscription	10.1	C.5	Included
Data Subscription	10.2	C.4	Included
Reference Data	10.3	C.6	Included
<b>Professional Services</b>			
Professional Services	11		Included

## Schedule B: Contacts

### Supplier Contacts

<b>Formal Notices</b>	Name	Brüel & Kjær EMS Inc.
	Address	2330 East Bidwell Street, Suite 210 Folsom, CA 95630
	Telephone	+1 866 240 8307
	e-mail	<a href="mailto:cms@bksv.com">cms@bksv.com</a>
<b>Routine and operational communications</b>	Name	Service Delivery Manager
	Address	2330 East Bidwell Street, Suite 210 Folsom, CA 95630
	Telephone	+1 866 240 8307
	e-mail	<a href="mailto:cms@bksv.com">cms@bksv.com</a>
<b>Suppliers Bank Account</b>	Account Name	Brüel & Kjær EMS Inc.
	Account Number	
	Bank	JPMorgan Chase Bank, N.A.
	Bank Address	Chicago, IL (No street address needed) Routing Number 071000013
<b>Customer Support Centre</b>	Telephone	+ 1 866 583 0280 +61 3 9508 4930
	Address	Level 12, 432 St Kilda Road Melbourne VIC 3004 Australia
	e-mail Support Requests	<a href="mailto:cms@bksv.com">cms@bksv.com</a>

### Customer Contacts

<b>Formal Notices</b>	Name	Steven Southers Joshua Heiss
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<b>Address for Invoices</b>	Name	Bindu Dambekodi

---

**Customer Contacts**

Address	457 Sandau Rd, San Antonio TX 78216
Telephone	210-207-3462
e-mail	Bindu.Dambekodi@sanantonio.gov

## Schedule C: System Elements

### C.1. Hardware

Type	Name	Manufacturer	Model	Serial#	Location	Repair Type
NMT1	Churchill Estates	Brüel & Kjær	Type 3639-E		Churchill Estates Boulevard & Sir Barton Street, San Antonio	On-site
NMT2	Harmony Hills	Brüel & Kjær	Type 3639-E		Nocturne Drive & 11280 Reverie Lane, San Antonio	On-site
NMT3	Alamo OM	Brüel & Kjær	Type 3639-E		18680 Northwest Military Highway, San Antonio	On-site
NMT4	Deer Park	Brüel & Kjær	Type 3639-E		11502 Clover Ridge (Deer Park), San Antonio	On-site
NMT5	Corinne	Brüel & Kjær	Type 3639-E		667 Corinne Drive, San Antonio	On-site
NMT6	Northwood	Brüel & Kjær	Type 3639-E		204 Oak Glen Drive, San Antonio	On-site
NMT7	Library	Brüel & Kjær	Type 3639-E		4190 Harry Wurzbach, San Antonio	On-site
NMT8	Ridgeview	Brüel & Kjær	Type 3639-E		8120 Jones Maltsberger Road, San Antonio	On-site
NMT9	McAllister Park	Brüel & Kjær	Type 3639-E		McAllister Park enter NEAR 11863 Wetmore Road, San Antonio	On-site
NMT10	Briar Lake	Brüel & Kjær	Type 3639-E		3901 Briarvalley Street, San Antonio	On-site
NMT11	Eastley	Brüel & Kjær	Type 3639-E		141 Eastley Drive, San Antonio	On-site
NMT12	GRE	Brüel & Kjær	Type 3639-E		Airport Ground Run-up Enclosure	On-site

## C.2. Supplier Spares Parts

Type	Description	Manufacturer	Model	Serial#	Location
None					

## C.3. Software

Item	Author	Licence Number	Users
ANOMS 9 Client	Brüel & Kjær		10
TBC			

## C.4. Data Subscriptions

Type	Description of Data	Restrictions	Service Levels
Flight Data Feed	Aircraft position data derived from FAA data	Data may be used as input to ANOMS and Subscribed Applications	<b>Schedule Error! Reference source not found.</b>

## C.5. Application Subscriptions

Type	Description	Restrictions	Service Levels
WebTrak Replay	Web-based application providing the public and/or other stakeholders with access to noise and track information for historic and near-real-time operations.	Unlimited users	Schedule E.2

## C.6. Reference Data

Description	Author	Frequency	Notes
Map Data	TBA	Annual	



## Schedule D: Service Elements

### D.1. Mandatory Customer Support Visits

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Number of Visits per Year: One

### D.2. User Forum Attendees

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Number of included User Forum Attendees per year: One

### D.3. System Hosting Services

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Hosted Item	Task Description
ANOMS Application	Provision of Customer's ANOMS from Supplier data centre, hosted on Supplier servers. Noise Event Audio Files are stored for 90 days and then deleted, except that specific events marked by Customer are stored for the Term of the Agreement.

### D.4. System Administration Services

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Applies To	Task Description	Frequency
ANOMS Servers,	Apply operating system patches Apply upgrades and releases to the application software Install updated Reference Data.	As updates are available and required. Such upgrades to be agreed by Customer in writing in advance.
ANOMS Servers	Perform System recovery in the event of a failure	On demand from Customer
ANOMS Servers	Perform Oracle database administration tasks including archiving and tuning as required.	Monthly

### D.5. Periodic Hardware Services

---

Applies To	Task Description	Frequency
All Installed NMTs	<ul style="list-style-type: none"> <li>• Perform visual inspection for problems / corrosion.</li> <li>• Check operation on site.</li> <li>• Calibration of the unit.</li> <li>• Update of NMT firmware if necessary</li> <li>• Download and update of the configuration files</li> <li>• Check of batteries (Note that replacement of NMT batteries is not included as part of this Service)</li> <li>• Replacement of bird spikes and windshields as required</li> <li>• Microphone silica gel desiccant to be replaced at each visit</li> </ul>	Annually

Applies To	Task Description	Frequency
All Server Hardware	Preventative maintenance as suggested by the manufacturer of the hardware	Annually

#### D.6. Data Processing Services

Task	Task Description	Frequency
Data Completeness Processing	<ul style="list-style-type: none"> <li>Check status of downloads from NMTs and re-initiate downloads as necessary.</li> <li>Check completeness of radar/plan information from overnight processing and re-initiate as necessary.</li> <li>Re-initiate batch processing as required based on data downloads.</li> </ul>	Business days

#### D.7. Report Production Services

Task	Task Description	Frequency
None		

#### D.8. System Backup

Task	Task Description	Responsible	Frequency
Backup of system software		Supplier	Weekly

## Schedule E: Service Levels

### E.1. Service Requests and Fault Resolution

Category	Description	Response	Resolution Time	Target Achievement
1: Major Fault	Loss of collection of time perishable data. Faults that may lead to data loss or data corruption. Unable to start the system Loss of unrecoverable data	4 Working Hours	2 Working Days, except rebuild of deployed server  5 Working Days for the rebuild of the deployed server	95% of all tickets to meet target resolution times.  Measured over a period of one month.
2: Major Fault	Key function inoperable Noise monitor calibration error	4 Working Hours	5 Working Days	
3: Minor Fault	Reproducible loss of functionality	2 calendar days	1 month	Target applies when more than one ticket fails to meet the target resolution time in the month.
3: Minor Fault	Minor software issues that do not affect day to day operation of NOMS	2 calendar days	1 month – fixes agreed within scope of a future software upgrade	
3: Minor Fault	Non-reproducible abnormalities	2 calendar days	Ticket closed within 1 month if abnormality not reproduced	
Request	“How do I?” questions.	2 calendar days		

Response and resolution times to be determined from the time that Supplier is notified of the request or fault.

### E.2. WebTrak Replay Subscribed Application Service

Area	Service Definition	Measurement (Monthly)	Target Achievement
Application Availability	Application is available if it can be loaded, the map is displayed, and historical flight data is available.	Accessible hours / available hours Available hours are 24 x days per month less Planned Outage and excludes Non-Application Outage. Planned Outage must have 7 days of notice and be less than 4 hours. Non-Application Outage is outages with ISPs and/or individual client workstations	96.0%

Area	Service Definition	Measurement (Monthly)	Target Achievement
Access Reliability	The number of times the application is unavailable in any month.	Number of failures where the application is unavailable for greater than fifteen minutes	2

### E.3. Subscribed Data Service

Area	Service Definition	Measurement (Monthly)	Target Achievement
Availability	Data is collected from the FAA, pre-processed by Supplier and is then made available to ANOMS and WebTrak Replay.  Availability is defined as data being provided to the target system (for example ANOMS and WebTrak Replay)	Available hours / Expected Hours  Expected Hours are 24hrs x days per month – FAA Data unavailable  Downtime are the periods when FAA data is being provided but Supplier is unable to provide the data to the target systems	96.0%
Reliability	The number of times data unavailable in any month.	Number of failures where the data is unavailable for greater than fifteen minutes,	1

## Schedule F: Term, Termination, and Service Fees

### F.1. Contract Term

Initial Term:	Five (5) Years
Optional Extension:	Twelve (12) Months
Number of Optional Extensions:	Two (2)

### F.2. Termination Services

None

### F.3. Initial Service Fees

#### Project Fees

Item	Due Date	(USD)
Implementation: Implementation services including all consulting, software and hardware, modification/acquisition, data acquisition, installation, integrations, testing, and final acceptance of the NOMS. Refer to Schedule G.1 – Implementation Plan for implementation details.	Final Acceptance	\$89,000

#### Services Fees

Item	Due Date	Monthly (USD)	Annual (USD)
Year 1 Service Fee	On Final Acceptance and every quarter thereafter	\$11,541.66	\$138,500
Year 2 Service Fee	On the first anniversary of Final Acceptance and every quarter thereafter	\$11,772.50	\$141,270
Year 3 Service Fee	On the second anniversary of Final Acceptance and every quarter thereafter	\$12,007.83	\$144,094
Year 4 Service Fee	On the third anniversary of Final Acceptance and every quarter thereafter	\$12,248.00	\$146,976
Year 5 Service Fee	On the fourth anniversary of Final Acceptance and every quarter thereafter	\$12,493.00	\$149,916
First Extended Year Service Fee	On the fifth anniversary of Final Acceptance and every quarter thereafter	\$12,742.75	\$152,913
Second Extended Year Service Fee	On the sixth anniversary of Final Acceptance and every quarter thereafter	\$12,997.58	\$155,971

Federal excise taxes, State taxes, or Customer sales taxes will not be included in the invoiced amount providing Customer furnishes a tax exemption certificate upon request.

#### F.4. Service Fee Increases

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Not used.

#### F.5. Additional Service Fee Basis

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Item	Amount (USD)
Software Engineer, Customer Support, Consulting, Training, Programming, and other labour.	\$195 USD per hour, such fee subject to annual increases as defined in Clause F.4 above
Third Party software, hardware and services costs	At Cost plus 10%
Travel, accommodation, meals, disbursements and other expenses. Please reference the SAT's Consultant and Contractor Reimbursable Expense Policy.	At Cost
New Modules added to The System:	Annual Maintenance Fee:
Hardware	10% of Hardware Price
Software	10% of Module Licence Fee

Schedule G: Special Clauses

G.1. Implementation Plan

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## Exhibit C





Noise and Operations Monitoring System (NOMS)

Updated Scope of Services – 12-08-17

FINAL

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## 1 Glossary

ACID – Aircraft Identification  
AIP – Air Improvement Program  
ARTS – Automated Radar Terminal System  
ATP – Acceptance Testing Plan  
B&K – Brüel and Kjaer  
BMP – Bit Map File  
CFR – Code of Federal Regulations  
DNL – Day Night Average Sound Level  
DSL – Digital Subscriber Line  
FAA – Federal Aviation Administration  
GeoTIFF - Geospatial Tagged Image File Format  
GRE – Ground Run Up Enclosure  
GUI – Graphical User Interface  
JPG – Joint Photographic Experts Group  
KML – Keyhole Markup Language  
KPI – Key Performance Indicator  
LEQ – Equivalent Sound Level  
Lmax – Maximum Noise Level  
MSL – Mean Sea Level  
NAS – National Airspace System  
NCP – Noise Compatibility Program  
NEM – Noise Exposure Map  
NIST – National Institute of Standards and Technology  
NM – Nautical Mile  
NMT – Noise Monitoring Terminal  
NOMS – Noise and Operations Monitoring System  
NTP – Notice to Proceed  
PCA -Point of Closest Approach  
PC- Personal Computer  
PDF – Portable Document Format  
RFCSP – Request for Competitive Sealed Proposal  
SAT – San Antonio International Airport  
SEL – Sound Equivalent Level  
SHP – Shape File  
SLA - Service Level Agreement  
SQL – Structured Query Language  
SWIM – System Wide Information Management  
TRACON – Terminal Radar Approach Control  
TLS – Transport Layer Security  
Vendor – B&K

## 2 Overview

The San Antonio International Airport (SAT) (hereafter “the Airport”) is operated by the SAT Aviation Department. As part of its environment commitment, the SAT Aviation Department acting through its Environmental Stewardship Division is working with the supplier (B&K) to maintain and upgrade the Noise and Operations Monitoring System (NOMS) to B&K’s ANOMS.

### 2.1 Introduction

SAT Aviation Department has voluntarily participated in noise compatibility planning since 1990 through Title 14 of the Code of Federal Regulations Part 150 (14 CFR Part 150 or simply Part 150). The SAT Aviation Department acquired an aircraft noise and operations monitoring system (NOMS) using federal funds available through the Airport Improvement Program (AIP) to implement one of the Federal Aviation Administration (FAA)-approved Noise Compatibility Program (NCP) measures at SAT and monitor Airport aircraft operations and noise<sup>1</sup>.

The current Airport NOMS is EnvironmentalVue, which is a web based system that the SAT Environmental Stewardship Division uses to collect noise complaints, map complaint locations and provide accurate information to the communities surrounding SAT, community leaders and SAT leadership through visualization of flight tracks in 2 and 3 dimensions and ad-hoc and custom reports. EnvironmentalVue, or its predecessor (AirScene), was fully installed and accepted in 2010. Currently, SAT has a contract with Harris that is in its second and final option year through June 30, 2018.

This scope of service document specifies the requirements and guidelines for the B&K to upgrade the existing NOMS (EnvironmentalVue) to ANOMS without interruption in service by July 1, 2018.

### 2.2 System Goals

The critical goals for the NOMS update are to:

- Collect and store accurate noise events and statistics from existing noise monitoring terminals (NMT).
- Ensure the existing 3639-E noise monitoring terminals are maintained in working order as long as possible and calibrated per the NMT supplier requirements.
- Ensure flight tracking data is accurately collected and stored.
- Provide a system for Environmental Stewardship Division staff to log and track noise complaints, and an additional “Citizen’s Portal” for members of the community to obtain information, investigate the source of the annoyance and submit complaints via the Internet.
- Provide Environmental Stewardship Division staff with the ability to view aircraft flight tracks and aircraft identification data, aircraft noise, complaints, and airport weather data via a customizable reporting system, which supports off-the-shelf export options (e.g., to Excel, Word, and PDF files).

---

<sup>1</sup> Noise abatement measure NA-7 of the San Antonio International Airport Noise Compatibility Program: “Install an aircraft noise and operations monitoring system to track the use of departure corridors and departure profiles”.

- Provide Environmental Stewardship Division staff with the ability to view static and animated flight tracks with associated aircraft identification.
- Provide up-to-date scalable base layers for all map-based output along with the ability to read and use external geo-referenced mapping information as provided by the Airport.
- Automatic notification of system faults and downtime so that issues can be quickly resolved.
- Maintain 98% system uptime and no more than 2% data loss per year.

### 2.3 Desired Contractor Working Relationship

SAT Aviation Department envisions a close and long-term working relationship with B&K supplying ANOMS and associated maintenance and support functions.

## 3 Summary of Services

This section summarizes the main components required in ANOMS. The detailed specifications for these main components are provided in Section 5. The main components of ANOMS are:

- Flight track and aircraft identification data
- Fixed noise monitors
- Noise complaint management system
- Airport weather data
- Web-based browser interface to ANOMS software
- Integration of the data/information
- One-time migration of existing NOMS data to ANOMS
- Public Portal and Complaint Management System

### 3.1 Flight Tracking System (FTS)

B&K will provide flight track and aircraft identification data via the FAA's System Wide Information Management (SWIM) data as the primary source and augmented with ADS-B flight track data to ensure the NOMS acquires flight track and aircraft identification data in the most reliable and accurate means possible. The data provided must be reliable in terms of availability and content, and must be sufficient to provide the primary resource for all NOMS related needs.

### 3.2 Noise Monitoring

B&K will provide a cost-effective solution to provide noise monitoring information to the NOMS. The SAT Aviation Department is interested in reducing the cost of noise monitoring while not losing the ability to obtain daily, weekly, monthly and annual Day-Night Average Sound Levels (DNL) from their 12 fixed NMTs. Because the SAT Aviation Department desires that the NMTs remain operational, the B&K shall be responsible for the maintenance of the currently installed NMTs for five (5) years. Maintenance will be at a level required to maintain continued, uninterrupted functionality and obtain annual certification (through annual calibration) from the B&K that the 12 NMTs are operating within the manufacturer's specifications for the next 5 years. The NMTs consist of Brüel & Kjær (B&K) 3639E analyzers with B&K 4952 microphones and ancillary equipment as detailed below. ANOMS will make

use of the Airport's existing NMTs. B&K can identify the need for and cost benefit of replacing specific NMTs but cannot replace the NMT without the direction of the Director of the Environmental Stewardship Division.

ANOMS will automatically provide a report on the operational status of the NMTs and success of each terminal's status.

ANOMS shall consist of a fault tolerant architecture and is required to achieve a 98% uptime of the NMTs providing complete time-perishable data. B&K's system must have the ability to recover from failures automatically without human intervention, to the extent possible.

B&K will provide a process for conducting optional ad-hoc noise measurements, which will include, portable noise monitoring provided by the B&K on an as-needed basis that will interface with ANOMS. B&K will ensure that the units are tested and calibrated when shipped. The unit will arrive complete with noise monitoring terminal hardware, cellular modem, active data plan, and all the locks and cables to secure the unit in place.

### 3.2.1 Use of existing equipment

The B&K must propose a solution that works with the existing NMTs for five (5) years and when required, propose options for replacing noise monitoring terminals with new equipment.

The NMTs communicate via new 3G wireless routers updated by B&K, and high gain 3G antennas where required to improve the reliability of NMT communications. The monthly NMT communication service is paid by the B&K.

B&K will ensure that coverage availability for each site is highly reliable.

Besides the noise monitoring equipment in the field no existing NOMS equipment will be re-used with ANOMS, with the exception of the Environmental Stewardship Division's PCs used to access the ANOMS software. At the direction of the ESD, decommissioned Type 3639-E NMTs can be used for spare parts for the remaining Type 3639-E NMTs in the monitoring network.

### 3.3 Noise Complaint Management System

B&K will provide a noise complaint management system that provides the community with the information they are seeking, the ability to evaluate the aircraft operations of interest/concern and to lodge a complaint. The noise complaint management system from B&K will include the Viewpoint Complaints Module that includes the SMART Web Form, and an Automated Complaints Line. B&K will provide SmartPhone Apps (minimum includes Samsung, Apple, Nokia, Blackberry, and Microsoft mobile operating system apps). The system must include an easy-to-use mechanism to log and track complaints at the Airport. The system must allow Environmental Stewardship Division Staff to enter complaints from incoming phone calls or emails. The system must allow retrieval of complaint records, follow up and status, and reporting.



### 3.4 Weather data

ANOMS will collect and store weather data. This includes one-hour surface observations in the vicinity of the Airport. The data will come from the FAA D-ATIS data feed.

### 3.5 User Interface and Background Software

B&K will provide a Graphical User Interface (GUI) for ANOMS that can operate on Windows-based PCs through a web client connection to ANOMS or an installation of ANOMS Smart Client. These applications provide the ability for Environmental Stewardship Division Staff to view noise data and reports, view static and animated flight tracks and reports, and manage complaints.

### 3.6 System Integration

ANOMS will provide reliable, comprehensive data gathering and processing. The system must run in an automated fashion, processing all data from the prior day into a central database, ready for reporting at the start of business the following day.

### 3.7 Data Migration

B&K will migrate existing flight, noise and complaint data from the existing NOMS (EnvironmentalVue) to the proposed B&K replacement ANOMS. The San Antonio airport will make reasonable efforts to assist B&K in obtaining the Historical Data in a format preferred by B&K during the project initiation phase on portable media. Regardless of format, B&K will import up to 13 years of existing historical data from the San Antonio International Airport into the ANOMS flight tracking system.

## 4 Project Milestones

The SAT Aviation Department requires project milestones. B&K shall propose major milestones associated with the installation of ANOMS along with the anticipated schedule to complete each milestone. The A NOMS flight tracking system installation must have a milestone for the passage of acceptance testing no later than May 30, 2018.

### 4.1 Kickoff Meeting and Project Schedule

Within 15 working days from the Notice to Proceed, B&K will chair a project kickoff meeting at the Airport, presenting the project schedule and plan or "Solution Definition Document" for project implementation and completion with all key B&K personnel present. A project plan or "Solution Definition Document" shall be negotiated to mutual agreement by both parties. The plan must include all aspects of the changeover and address any/all actions required by the Environmental Stewardship Division staff, and any other Airport or City staff.

### 4.2 Implementation and System Installation

A NOMS will operate side by side with the EnvironmentalVue during the initial installation/testing period through 6-30-18. B&K shall collect and retain flight, noise monitor, and weather data throughout this

transition period, and avoid loss of data as identified in the B&K cutover plan. B&K will coordinate access and data file format with the existing NMTs to ensure an uninterrupted data feed provides continuity of the Airport's NOMS data.

During the implementation period, the B&K will host weekly teleconferences on the project status with the Airport and any of its designated representatives. These teleconferences must highlight progress made, upcoming tasks, outstanding risk items, and address any schedule slippage with the method to remedy.

To facilitate real time streaming of data from NMTs to ANOMS, the firmware will be upgraded at each NMT prior to connecting to ANOMS. After the update, the NMTs will no longer be able to communicate to EnvironmentalVue. The updates of the NMTs firmware will be approved by the ESD manager before the updates are applied.

ANOMS will be built with flight tracks, weather data, and all other features except noise data from the NMTs. The NMTs will record noise in EnvironmentalVue.

Existing NMTs will migrate in a staged approach that is proposed by B&K and approved by the ESD Manager. While in the process of being transferred, the NMTs will record noise for EnvironmentalVue until they are transferred to ANOMS. NMTs will migrate one at a time, likely starting with NMT12 and NMT3.

To avoid interruption to the EnvironmentalVue throughout the development period for ANOMS, a stepwise approach will be adopted from B&K:

- Phase 1 – Planning (develop Solution Definition Document and NMT Cutover Plan)
- Phase 2 – Deployment and Test
  - Phase 2.1 – ANOMS 9 ((built per solution definition document)
  - Phase 2.2 – NMT Cutover (As per agreed Cut-Over Plan)
  - Phase 2.3 – Training (one-week onsite)
    - 2.3.1 – Agreed Learning Outcomes
    - 2.3.2 – Training Facilitators
    - 2.3.3 – User Training
  - Phase 2.4 On-Site Acceptance Testing (Conducted after User Training and follows the agreed performance and Acceptance test plan) Testing by B&K, ESD, and ESD Support Contractor
  - Phase 2.5 Discrepancy resolution – Any testing area that fails will be resolved before warranty period begins
- Phase 3 – Warranty Period Begins

B&K will work with Environmental Stewardship Division Staff to install software on Environmental Stewardship Division Staff computers, and assist in any necessary hardware upgrades to Environmental Stewardship Division Staff computers to provide the optimum functionality necessary to operate the ANOMS. B&K will provide the minimum hardware requirements and the hardware (if not available at SAT) to support the software and provide the software as part of the ANOMS installation. The minimum computer requirements include:

- Monitors – 1280 x 1024 pixels

- CPU - > 2 GHz
- Memory – 4GB (16GB recommended)
- Internal Storage - >= 256 GB (1 TB recommended)
- Video card - >= 256MB
- Network Interface – 1 (100 MBS LAN)

#### 4.3 Inspection and Inventory

B&K shall conduct an initial inspection and inventory of all existing equipment that they expect to use as part of their solution including, at a minimum, the fixed NMTs. B&K will report the functional status of all maintained equipment and provide a written status report to the Environmental Stewardship Division Staff. The report will address all hardware, firmware, as well as NMT initial calibration and parameter settings. The inspection report will be no later than 60 days after Notice to Proceed. The inspection report will document:

- The condition of each NMT at the notice to Proceed
- The operational status of each NMT
- Any recommended repairs required to bring deficient NMTs to operational status

#### 4.4 Acceptance Testing

B&K will submit an Acceptance Test Plan (ATP) at least 30 days prior to scheduling the acceptance testing. It must, at a minimum, verify all aspects of:

- Data collection (flight, noise, weather, complaints);
- Historic data migration and secure archive of all data;
- All end-user functionality in terms of GUI, required inputs, and system outputs;
- Delivery of end-user functionality;
- Any additional functionality proposed by B&K as part of this procurement

The ATP will be reviewed by the Environmental Stewardship Division for completeness and then returned with comments to the B&K for revision as needed. The final ATP, as accepted by the Environmental Stewardship Division, must be completed no later than 15 days prior to scheduling system acceptance testing. Acceptance testing shall be scheduled so as to deliver a fully functional ANOMS system by 6-30-18.

B&K and the Environmental Stewardship Division Staff will mutually agree on the schedule and jointly conduct acceptance testing at the Airport, utilizing the final ATP document as approved by the Environmental Stewardship Division. The warranty period or final system acceptance will not commence until the ATP has been passed in full and certified by the Environmental Stewardship Division.

If there are deficiencies identified during the acceptance testing that are not remedied during acceptance testing, B&K will have 30 days to remedy the deficiencies and schedule another on-site acceptance test, if required, to demonstrate the fix(es) have resulted in acceptance.

For any items not meeting the acceptance test requirements, the Environmental Stewardship Division will provide a suggested cost reduction or other methods to account for the lack of full functionality with the installed NOMS.

If any of the functionality that did not pass acceptance is deemed critical by the Environmental Stewardship division the Environmental Stewardship Division may, at its discretion, not accept the NOMS and the initial warranty period will not commence until the critical functionality is remedied to the satisfaction of the ESD.

#### 4.5 Final Acceptance

B&Ks service must be fully operational no later than June 30, 2018 when the prior warranty and service contract expires. Upon acceptance by the Environmental Stewardship Division, B&K shall assume responsibility for hosting (if applicable), operation, administration and maintenance of the NOMS. These responsibilities shall continue to the end of the contract term, i.e., through warranty and maintenance periods.

#### 4.6 Warranty and Maintenance

After final acceptance, the warranty period will begin. B&K will provide all maintenance except that which is specifically assigned to the City of San Antonio Aviation Department in Section 8. The warranty period will consist of an initial five (5) year warranty period followed by two (2) one (1) year warranty periods, both renewable at the airport's option.

#### 4.7 Terms of Payment

B&K shall submit invoices no more than once monthly after services have been rendered. The airport shall have 30 days to pay an invoice, and longer if there is a dispute. Payments to B&K shall be in the amount shown on the invoices consistent with the negotiated Best and Final Offer and its supporting documentation submitted and shall be subject to City of San Antonio approval. All services shall be performed to the City's satisfaction, which satisfaction shall be judged by the Airport Director in his/her sole discretion, and the City shall not be liable for any payment under this agreement for services which are unsatisfactory and/or which have not been previously approved by the Airport Director. The payment due will not be paid until all services, reports, data, and required documents have completed or submitted, received, agreed, accepted, and approved by the City.

### 5 Existing NMT Equipment

All existing hardware associated with the NOMS and maintained by the current Vendor are the 12 NMTs. B&K shall use the list of NMTs identified in the RFCSP as a reference to select and, if replacing equipment, provide compatible equipment/software to meet the functional requirements of ANOMS as expressed in this document. This is a comprehensive list of existing hardware; B&K will make clear what items are expected to be utilized and which will be replaced. When settings, threshold, or programming are necessary, B&K will provide the necessary maintenance. Settings and thresholds within an NMT

shall be established in consultation with and with the approval of the Environmental Stewardship Division staff.

The NMT equipment consists of 12 permanent noise monitors deployed on the Airport and in the surrounding communities on public and private property. Each is connected to a municipal electric grid that is paid for by SAT and operates on 110VAC power. Each has a 12V, 72hr capacity backup battery. The microphones are B&K 4952 and the analyzers are B&K 3639E. The poles consist of two parts, support and tilt. The tilt pole is hinged at the top of the support pole, allowing the microphone to be lowered for maintenance. This is true of all sites except Site 12 (Ground Run Up) where the microphone is accessible via an elevated platform.

Each noise monitoring terminal is equipped with a data communication method, currently a DSL line or a cellular modem.

- The DSL data line or cellular modem provides communication with the NMT's microphone through an internet connection (Internet Protocol Address).
- The data line serves as the link between the NMT for normal night download. Additionally, the data line can be used to stream real-time 1-second dBA samples for graphic display of noise along with, in some cases, real-time audio. This data collection and communication arrangement is useful in providing evidence of the Airport's commitment to environmental compliance with respect to noise and must be maintained by B&K.

The NMTs are housed in weatherproof cabinets that protect the equipment, including phone and electrical lines from adverse weather and unauthorized access. Surge protection is provided for all electrical equipment in the cabinet. The cabinets are secured with various locks, with keys held by the Environmental Stewardship Division staff. The Environmental Stewardship Division Staff will provide copies of keys that unlock the NMTs at the award of the contract.

B&K will continue to use the existing NMTs at all sites. B&K will replace all the existing 3G wireless and DSL Modems with new 3G wireless modems at all sites, and provide 3G antennas at sites where required to improve reliability of communications.

Any suggested replacements will be approved by the ESD Manager, acting under delegated authority of the director of the San Antonio Airport. Any requested NMT replacements need to be forecast at least a year in advance to allow the ESD to prepare a budget for anticipated NMT replacement.

## 5.1 Current communication infrastructure

B&K will be responsible for proposing a communication method for connecting to the NMTs and responsible for payment of communication service. B&K' service must be scheduled for startup on June 30, 2018 when the existing Vendor's service will end. DSL accounts will be discontinued and replacement wireless routers will be installed. B&K will provide the onsite maintenance for NMT and the NMT communication infrastructure. B&K will cover the costs for communication between NMTs and ANOMS during the implementation and testing period for ANOMS.

## 5.2 Monitor used for Ground Run Up Enclosure (GRE)

NMT Site #12 is used solely for the Ground Run Up Enclosure, and located on the Airport property at its GRE location. Although it requires different thresholds and settings for run up noise, it comprises the same equipment as all of the other sites, and is treated the same as any other noise monitor in the current system in that noise events and noise statistics are collected from the device. It is located in a restricted area that requires escort. B&K and its support subcontractor will follow SAT procedures required for access to the NMT located at the GRE.

## 6 Technical Specifications

This section provides the technical specifications required for the components that make up the integrated NOMS, such as flight track and aircraft identification data, noise, complaints and weather.

### 6.1 Noise Monitoring

B&K will maintain the fixed NMTs that reports noise levels through modeling of aircraft operations, the requirements for the data integrated with the NOMS are the same, except where noted below. \

#### 6.1.1 Overall plan for noise data collection

B&K will provide a NOMS that hosts all data collection and processing servers at an off-airport location, and hosts a webserver off-airport that will serve the Graphical User Interface (GUI).

#### 6.1.2 Minimum Data Requirements

The noise monitoring terminals/model must be configured to measure noise data in A-weighted decibels. Replacement NMTs must be capable of recording C-weighted decibels in addition to the A-weighted decibels.

The following data requirements are for the ANOMS as a whole, and the data may be retrieved/calculated/stored within each NMT or may optionally be calculated/stored on B&K's server based on other information retrieved from the NMTs. For example, collecting 1 second LEQ values for all time from the NMTs to B&K's server may be sufficient to calculate all other noise metrics.

Regardless, the following data must be included in the system:

- Noise "events" based on Airport provided criteria (e.g., minimum threshold and duration per NMT). For each noise event modeled or measured:
  - NMT unique ID
  - Date/Time of noise event peak (date/time to the second)
  - Maximum noise level (Lmax) values during the noise event
  - Sound Equivalent Level (SEL) of the noise event
  - Duration of noise event (seconds)
  - Date/Time of noise event start OR seconds from start of event to peak date/time
  - Time (seconds) above specified noise level thresholds (40,50,100,105)
  - All 1 second LEQ (equivalent continuous sound level) for each 1 second interval in each noise event (not required if noise is modeled)

- Statistical noise values (L1, L5, L10, L50, L90) (not required if noise is modeled)
- When the noise event is correlated to a flight track
  - Flight ID(s) of correlated flight track(s)
  - Point of Closest Approach (PCA) from flight to NMT
  - Date/Time of PCA
  - 2-D (ground distance) and 3-D (source to receiver) distance from flight to NMT at PCA
- 1 second LEQ data for all seconds in the day, stored for a limited amount of time and then automatically overwritten. The Environmental Stewardship Division Staff may desire to view this data from time to time to, for example, see if noise events are being missed and possibly update thresholds (not required if noise is modeled).
- Hourly/Daily/Weekly/Monthly/Yearly noise values: SEL, Lmax, L1, L5, L10, L50, L90, Lmax during events (only event SEL and Lmax if noise is modeled).

Noise information noted above will be processed and downloaded automatically from each NMT via streaming software that allows real time noise data into the ANOMS system. ,

#### 6.1.3 Live Audio

The NOMS must be capable of allowing Environmental Stewardship Division staff to listen to live audio from any NMT Through existing Barix equipment that will be configured to operate at the completion of acceptance testing.

#### 6.1.4 Calibration Requirements

The existing NMTs must be physically calibrated at least once per year or whenever any equipment is replaced or repaired. The calibration requires a visit to the NMT site, and B&K must coordinate the annual calibration site visits with Environmental Stewardship Division staff 60 days in advance of the anticipated visit. The NMTs must also be configured to auto-calibrate daily.

If B&K is proposing any new NMT equipment, the calibration requirements must be included in the calibration visit

During the Calibration/Preventive Maintenance Visit the technician will:

- Mechanical and electrical inspection of the NMT site, document any abnormalities, repair or escalate any to the service delivery manager
- Test, provide and replace backup batteries, and dispose of aged backup batteries
- Calibrate the NMT and microphone
- Document all calibration data
- Verify with B&K operations that all equipment is operating following calibration
- Provide calibration report to ESD staff

### 6.1.5 Site Configuration

The NOMS must allow Environmental Stewardship Division staff to modify parameters in the NMTs, in particular, the ability to change event parameters such as threshold and duration. B&K will describe and train ESD staff on how ANOMS will provide this capability.

### 6.1.6 Handling Site Downtime

ANOMS must allow for noise retention of noise data for up to 30 days during system down time. ANOMS will recover data that that was stored during downtimes, whether this downtime is due to communication problems or problems with the equipment at the site. Maintenance of noise monitors

#### *6.1.6.1 Using existing monitors*

SAT Aviation Department prefers to keep the existing Noise Monitoring Terminals in use at the Airport. B&K will follow a solution that uses all the existing NMTs, including a plan to maintain the existing NMTs in their current working state for five (5) years. B&K cannot replace any NMTs without the approval of the ESD manager. Any anticipated replacements needs to be forecast a year in advance to allow ESD to establish a funding request for the replacement.

#### *6.1.6.2 Options for new monitors*

The NMTs in place are eight (8) years old. They suffice in supplying all of the noise data needs of both the EnvironmentalVue and the ANOMS. B&K must specify, in detail, the benefits to SAT Aviation Department of NMT replacement, as well as a transition plan including how B&K will prevent data loss during the transition. If an NMT if required to be replaced, B&K need to forecast the proposal one year in advance to allow for the airport to establish funding for the replacement costs.

### 6.1.7 Communication Mechanism and Recurring Costs

B&K will use 3G wireless service communication between the NMTs and the data collection server. The monthly costs of communications service is approximately \$60 per NMT. B&K will manage the service providers contract and pay for the communication service.

The communication method must meet the needs of the NOMS as proposed by B&K and support the ability for Environmental Stewardship Division staff to listen to live audio from any NMT.

### 6.1.8 Spare equipment

As part of B&K's ability to maintain the system, B&K will include in its cost over term for the purchase and storing of spare equipment, either of the current NMTs or NMTs that have been replaced during the course of the warranty period. B&K will manage spare equipment for the airport to benefit the Airport to maintain the current NMTs for as long as possible.



## 6.2 Flight Tracking and Aircraft Identification System

ANOMS collects and stores flight track and aircraft identification data using the FAA SWIM data as the primary source and augmented with ADS-B flight track data. This includes geospatial location of track points (time, latitude, longitude and altitude) and relevant information per flight.

- B&K will provide flight tracking and aircraft identification to track and identify aircraft in and near San Antonio Airport. "In and near" is defined by 45 nautical miles from the center of San Antonio Airport, up to an altitude of 30,000 feet Mean Sea Level (MSL).
- The Terminal Radar Approach Control (TRACON) facility serving the Airport is I90 in the Houston, Texas, area.
- The data source(s) utilized should comply with FAA Order 1200.22E (and all iterations), "External Requests for National Airspace System (NAS) data."

All flight tracking data must be licensed for any and all uses approved by SAT Aviation Department and the FAA, including use by the Environmental Stewardship Division Staff for internal analysis or presentation, for public display either on-site or disseminated via the Internet, and to all contractors designated by the Airport for the use of the Airport. B&K must provide the cost for each license of the flight tracking data. B&K will provide a secure connection by which all flight tracking data might be accessed or extracted for use and/or storage by Airport personnel or its designees through a VPN or other FAA and Aviation-approved secure connection.

### 6.2.1 Data Fields Required Per Flight

The flight tracking and aircraft identification data system, either within external computers that gather flight data or at a central data collection server, must identify aircraft operations as a series of track points and information about the flight track.

Information per flight must include:

- Track ID (information that correlates the flight information with each track point)
- ACID (Aircraft identification, which may include Airline and Flight Number or Tail Number)
- Aircraft type
- Operation type (arrival, departure, touch-and-go or overflight with respect to SAT)
- Mode-S Code
- SSR Code
- Airport origin and destination
- SAT runway

Data provided will require minimal cleanup.

### 6.2.2 Data Fields Required Per Track Point

Information per aircraft flight track point must include:

- Track ID (information that correlates the flight information with each track point)
- Date/Time of point

- Latitude
- Longitude
- Altitude
- Speed
- Heading

#### 6.2.3 Data provided will require minimal cleanup Time intervals between Track Points

The time interval between track points must be with the same interval as is produced by Automated Radar Terminal System (ARTS) data from the TRACON every 4 to 5 seconds.

#### 6.2.4 Data Collection Frequency

Flight tracking and aircraft identification data shall be batched in 5 – minute intervals and supplied to Aviation within 20 minutes of the actual time in ANOMS.

#### 6.2.5 Data Collection/Communication Mechanism

Flight track and aircraft identification data will be collected over an FAA and Aviation-approved VPN connection with two data transmissions per day. Weather Monitoring

The NOMS must collect and store weather information for the Airport area. This data must be updated at least once per hour and contain the following information:

- Date/time of reading
- Temperature (F)
- Humidity (%)
- Wind speed (knots)
- Wind direction (degrees)
- Barometric pressure (inches of Mg)

The weather data comes from the FAA D-ATIS data feed.

### 6.3 Integrated Software and User Interface Requirements

Data from the noise, flight tracking and aircraft identification, complaint and weather monitoring subsystems will be made available to the Environmental Stewardship Division staff in a GUI. It is desirable that the data collected from all subsystems integrate into one uniform interface that the Environmental Stewardship Division Staff will use to view noise, flights and weather data, as well as complaint data through the ANOMS workspace.

#### 6.3.1 Browser-based software

ANOMS software shall be installed on SAT computers. All background software (data collection, data processing, web hosting) shall be performed on B&K's servers at an off-site location.

The ANOMS software shall integrate seamlessly with Microsoft office products like Microsoft Word, Excel and Access.

All ANOMS software, if any, will be run on the existing Airport PCs.

The minimum computer requirements include:

- Monitors – 1280 x 1024 pixels
- CPU - > 2 GHz
- Memory – 4GB (16GB recommended)
- Internal Storage - >= 256 GB (1 TB recommended)
- Video card - >= 256MB
- Network Interface – 1 (100 MBS LAN)

### 6.3.2 Data Backup Management

B&K will be responsible for the safekeeping of the data on the servers. This includes use of mirrored disks, backup schedules, data center colocation, and failover plan including how downtime would be minimized in a failover situation.

### 6.3.3 Data Retention

All data (including flight track and aircraft identifications, noise, weather and complaints), both new and historic/migrated data, must be stored by B&K and be available in the NOMS for at least five years. ANOMS allows for the ability for the NOMS to grow with the data year by year. ). Data older than five years will need to be archived, according to B&K's proposed archive and recovery plan.

### 6.3.4 Security/Login

ANOMS shall provide secure access and authentication controls. The mechanism is an active directory , and be responsible for maintaining Environmental Stewardship Division Staff's secure access (e.g. username/password, multi-factor authentication, password resets, etc.) for the duration of the warranty/maintenance periods.

Much of data in the NOMS is of a highly sensitive nature, and must be treated as such. In particular, community member info and addresses (from Complaint System) and flight track data can be extremely sensitive. B&K's system shall provide adequate layers of security protections to protect against data breaches. ANOMS shall include the use of Transport Layer Security (TLS) v1.2+ (no SSL) using a subset of ciphers in the National Institute of Standards and Technology (NIST) 800-52 recommended list and various security measures that protect the integrity, confidentiality and availability of the data.

ANOMS shall provide security measures to maintain secure systems including life cycle support, hardening, access controls, vulnerability management, patching, etc. required to protect NOMS data in compliance with NIST 800-53 standards.

### 6.3.5 Noise Display

ANOMS shall provide the ability to report on the noise data.

ANOMS shall provide interactive graphs to view live data or historic events.

#### 6.3.5.1 Integration with Flight data

ANOMS shall include a mechanism to integrate flight track and aircraft identification data with noise data. For example, it must associate flight tracks with noise events and provide reports of this correlation, to the extent possible given the quality of the flight track data.

### 6.3.6 Aircraft Operations Display

ANOMS shall include a flight display component. This software must provide the following features:

- View flight data over a base map, both in 2-D (birds-eye view) and in 3-D (view must include all flights in the 2-D display and not simply a selected flight)
- Query and display groups of tracks at once, for both small queries and as much as 5000 tracks at a time, with color coding based on arrival/departure/overflights and potentially other means
- Animate (or replay) flights, starting at a selected time period
- Optionally provide the ability to animate real-time flights, or as real-time as the data is available
- Accurately identify the aircraft, accurately locate its flight track in time and space, identify its altitude anywhere along its track within 45 Nautical Miles (NM) of the airport and provide an accurate time for any point along the track (to the extent that the flight tracking technology permits)
- Include a tool for measuring the distance between any two objects/areas on the display
- Includes a mechanism for monitoring the airport traffic pattern for compliance with approved procedures. Map set requirements

ANOMS allows the capability to switch between different map sets that will appear behind the flights. The maps must be scalable, in that all layers scale (tile) effectively to provide appropriate detail, and display a scale in each view. When maps are enlarged, they must maintain legibility.

At minimum, the available map sets must include:

- Aerial Layers - Color aerial imagery with a resolution to 1-meter within a 10 NM of the airport, and 2-meter to 45 NM of the airport.
- Street Map – A standard street map, e.g., similar to Google maps.
- Noise Exposure Map (the latest NEM) and other noise exposure contours provided in KML format
- City Council Districts, Texas Legislature Districts, Home Owner Associations and U.S. Congressional Districts - A GIS layer to show political and other subdivisions and updated to reflect redistricting in 2020, provided by the Airport and incorporated at no additional cost.
- The maps must be updated at least annually.

### 6.3.7 Weather Display

The GUI shall provide a display to view weather data for current or historic periods.

### 6.3.8 Complaint Management System

ANOMS shall include a Complaint Management System that allows Environmental Stewardship Division staff to enter and retrieve complaint information and that allows for community members to obtain information and lodge complaints via a public web portal, smart phone application, email and noise information hotline. Each of these mechanisms will upload the complaint automatically to the NOMS. The system shall include:

- Viewpoint Complaints Module that includes
- the SMART Web Form,
- an Automated Complaints Line,
- the SmartPhone Apps (at a minimum Apple, Samsung, Blackberry, Nokia, Microsoft and Motorola mobile operating systems),
- and Community Apps.

The noise complaint management system will include the following information related to each complaint

- Neighborhood
- Time Received
- Time Entered
- Operator
- Start Time
- End Time
- Complaint Topic (Adjustable)
- Airport
- Complaint Comments
- Response Comments
- Internal Comments
- Distance from Airport
- Arrival or Departure
- Airline
- Color of Aircraft
- Type of Aircraft (Commercial, Private, Military, Helicopter)
- Include Attachments

ANOMS shall geocode each address, or addresses, within 45 nautical miles of the Airport, to allow the user to investigate inquiries or noise complaints, and shall be capable of displaying multiple addresses in the creation of complaint cluster maps. ANOMS shall correlate complaints with flight track and aircraft identification and noise data, to the extent possible given the accuracy of the data.

The Complaint system must include reporting, described below in the Reporting section.

### 6.3.9 Aircraft Noise Exposure Contours

The ANOMS shall have the ability to generate (or assist in the generation of) noise contours, scenario modeling, proposed runway changes, and proposed navigational routes based on SAT operations, including the ability to show contours on the NOMS base map working with noise modeling such as INM or AEDT.

### 6.3.10 Reporting

The headings on all reports/graphics will have Airport format conventions, to include:

- airport logo
- report name
- date report generated
- date of update if any
- date range of report
- column headers
- page numbering on each page

All standardized query reports shall have logical default formats.

In addition:

- All tabular reports shall be sortable for each parameter included in the report.
- The reporting system shall generate both automatic/scheduled reports and on-demand reports.
- The reporting system shall have a robust query capability, enabling the Environmental Stewardship Division Staff to address the requests for special inquiries in a timely fashion.
- ANOMS shall have a user-defined report builder allowing the user to save the report template for later use and/or editing.
- Tabular reports shall be exportable to Windows files (like Excel).
- All reports shall be exportable as PDF files.

#### 6.3.10.1 Noise Reports

Noise reports shall be available in both graphical and tabular output, over user specified time periods, including hourly, daily, monthly, quarterly, and yearly (where the data supports the level of granularity). The reports shall include both summary and detail, with the report output format suitable for immediate release to SAT Aviation Department or the San Antonio community.

The following noise report categories shall be included:

- Noise event reports
- 1-second sample graphics for a given noise event or time period for a given NMT (not required for modeling approach)
- Periodic reports (hourly, daily, monthly, quarterly, and yearly)
- User defined NMT groupings to be used in reporting

### 6.3.10.2 Daily Runway Use Report

ANOMS shall provide a Daily Runway Use Report of the previous day's flight activity, and is available each succeeding morning. The report shall show the date in the title and include a listing, by runway, of the previous day's activity at San Antonio Airport and shall include an "Unknown" column or row for arrivals and departures for which the surveillance system could not assign a runway. This runway usage summary will include a total number for each runway's operations, runway usage percentages, closures and wind direction changes.

### 6.3.10.3 Weather Reports

ANOMS shall provide the means to report on the weather data collected. Complaint Reports

ANOMS shall provide the means to report on the Complaint data collected. The Complaint reports include both complaints entered by the Environmental Stewardship Division staff and via the Citizen's Portal.

## 7 Data Migration

B&K will migrate data from the current NOMS (EnvironmentalVue) to the replacement ANOMS. This data will be fully migrated prior to commencement of the ANOMS acceptance testing, and integrated into ANOMS such that it can be queried, reported and displayed in the same manner in new NOMS data (to the extent possible given the content of the historic data).

Access to the historical database will be coordinated with the SAT Aviation Department and the existing contractor for the current NOMS. The historical data will be requested of Harris in the format specified on portable hard drives for transfer from EnvironmentalVue to ANOMS.

### 7.1 Identification of Data to be Migrated

The following data from Harris EnvironmentalVue shall be migrated and integrated with the replacement NOMS:

- Flight track and aircraft identification
- Noise
- Complaint
- Weather

## 8 Maintenance Requirements

B&K shall support the existing NMT equipment, replaced or existing, B&K is responsible for the following maintenance of the equipment:

- B&K shall provide all parts and labor necessary to keep the Maintained Equipment in good operating condition.

- One on-site calibration of each NMT shall occur annually. NMT units shall be calibrated by B&K deemed necessary by SAT Aviation Department following a power loss, relocation, resetting, or other failure.
- B&K shall ensure no data is lost by components under their control.
- B&K shall ensure that the NMT backup batteries are fully functional, and dispose of expired backup batteries.
- As much as possible B&K shall conduct troubleshooting/maintenance remotely.

If there are different maintenance requirements to keep new NMTs in consistent and calibrated working order, B&K will follow those requirements. .Third Party Maintenance Service

B&K has identified a third party service Vendor to maintain the equipment .

During the Warranty Period of the contract, the third party Vendor's performance shall be considered the B&K's performance.

## 8.1 Maintenance Support Process and Procedures

B&K shall provide the maintenance support process and procedures for the ANOMS. The information includes the division of responsibilities between, B&K, third parties and the SAT Aviation Department.

### 8.1.1 Customer Service

B&K's Customer Service shall provide a maintenance response in accordance with the Service Metrics Table below. The Service Metrics Table describes the service metrics for system faults for the ANOMS. An annual Key Performance Indicator (KPI) evaluation report shall be provided to SAT Aviation Department on each 1-year anniversary of final system acceptance, with any corrective action plans generated for the upcoming year. The B&K will provide a support contact number that is staffed with a qualified support technician between 4:00pm Sunday till 7:00pm Friday CST.



Service Metrics Table			
Fault Level	Description of Fault	Required Service Level	KPI (System up time)
Level 1 - Urgent	Loss of time sensitive data Fault resulting in or causing loss or corruption of data Unable to start system Loss of unrecoverable data	Response within five hours;  remediation plan communicated to Airport within one working day; data capture effected within three working days; return to service within five working days.	95%
Level 2 - Urgent	Key Function inoperable System/data not accessible NMT Calibration or Operation Error	Response confirming data still being collected within one working day; response providing corrective action plan within two working days; return to service within five working days.	95%
Level 3 - Minor	Reproducible Loss of functionality	Response providing corrective action plan within two working days; return to service within five working days.	95%
Level 3 – Minor	Non - Reproducible Loss of functionality	Response providing corrective action plan within two working days – address in Release Update	95%
Level 4 - Minor	Minor faults that do not affect day to day use of the system -	Next release	100%
Request	Programmed releases to fix minor faults and also planned maintenance of noise monitors	To be completed within a maximum slippage of 20% of agreed time scale. No more than 15 faults resulting from release	100%
General Support	"How do I?" Support Questions	Response in two working days.	100%

### 8.1.2 Standardized Maintenance Record System

For each malfunction, all troubleshooting and maintenance performed shall be recorded in a standardized maintenance record system that shows each action taken, when, and by whom.

### 8.2 Automated mechanism to notify B&K of system status, faults and issues

ANOMS operates automated means to notify B&K of faults and issues with system components. B&K maintenance staff will discover equipment faults via automated means before Environmental Stewardship Division Staff discovers the fault.

### 8.3 Items Excluded from Maintenance

The following items are not included in required maintenance and support services:

- Replacement of consumable items such as magnetic media, printer and plotter paper, and inking cartridges for printers and plotters.
- Repair or replacement of equipment under maintenance damaged by vandalism, accident, fire, riot, civil disturbance or acts of war.
- Repair or replacement of equipment damaged by lightning strikes, flood, unusually severe weather or other acts of nature. B&K shall provide the cost of replacement and installation by the B&K at COSA's expense in the event replacement or installation is required. B&K shall provide a price list for replacement parts and include a labor rate schedule for replacement service and support.
- Repair or replacement of equipment under maintenance damaged by modifications or adjustments made by Airport personnel and not authorized by B&K or not performed in consultation with B&K's maintenance personnel.
- Repair or replacement of equipment under maintenance damaged by operation in an unsuitable environment such as inadequate air conditioning, humidity control, or faulty electric power. The NMT environmental enclosures are currently approved by B&K as a suitable environment for their operation. B&K shall inspect the NMTs during the inventory specified in Section 5. B&K will be assumed to agree if awarded.
- Third-party Equipment under maintenance for which repair parts or services are no longer available or which can no longer be adequately and reasonably maintained. Such equipment will be identified to the Airport within 30 days of determining its status and a commercial-off-the-shelf equivalent will be identified for replacement, subject to the Airport's concurrence.
- Repair or replacement of batteries that are part of any item of Maintained Equipment except for fixed noise monitoring sites and uninterruptible power supplies.
- Damage to Maintained Equipment caused by leaking or corroded batteries.
- Paint or surface finishes of any item of Maintained Equipment.

#### 8.4 Service Level Agreement (SLA) Terms and Ramifications of Non-compliance

The B&K SLA provides the parameters for the desired limits in downtime, time to respond to issues, and time to replace/repair nonfunctioning components. The SLA dictates the allowable downtimes and response times by B&K to fix problems, perform calibrations, and ensure that there is not a breach of service during the contract period.

#### 8.5 Hourly Service Rates and Rental Rates

B&K shall provide an hourly service rate schedule for labor categories and equipment rental that can provide services on a requested basis that are outside the SLA discussed in section 8.4. The proposed rates for hourly service were agreed at \$195/hour. The proposed and agreed rental rate for mobile monitoring equipment is \$750/week. This rate includes shipping to and from final destination, cellular data charges, and maintenance and calibration services, the SAT aviation department is responsible for supplying power to the mobile monitoring equipment.

### 9 Training

B&K shall perform onsite training of Environmental Stewardship Division Staff (likely two staff members but as many as four staff members) for a period of one week on site at SAT at the time of implementation. This training should include both use of the ANOMS and at least one site visit for each unique NMT configuration. B&K will provide required training with ANOMS updates as required.

### 10 System Architecture, Security and Licensing

B&K shall provide password protected, browser-based access to the ANOMS applications and data to selected Environmental Stewardship Division staff members.

When the SAT Aviation Department approves limited public access to the NOMS, that access shall be expandable enough to readily provide the general public with non-password protected, browser-based access to various features, to be identified by SAT Aviation Department.

ANOMS display software shall be compatible with the Microsoft Windows 7, 8 and 10 operating systems and later versions.

All licenses, including for ANOMS users and any third party software required for ANOMS operations and functions, shall be provided by B&K.

All hardware installed at the Airport and delivered as part of the system, if any will become the property of SAT Aviation Department. B&K shall limit the installation of proprietary equipment, when universal equipment is available that will serve the same purpose.

All software installed at the Airport, on hardware delivered by B&K or on currently owned Airport devices, will be licensed in perpetuity to SAT Aviation Department.

## 10.1 Security Requirements

ANOMS shall provide secure access and protection of SAT Aviation Department's data against intrusions and internal misuse of that data. The techniques used to secure access and protect the data shall include, but not be limited to the following

- Secure transmission of data
- Secure encryption of data
- Strong, best practices password policy
- Record all logins from non-registered computers
- Records management and retention

### 10.1.1 Limited Access

B&K shall provide at least two (2) and as many as ten (10) user accounts with full access to the System. Environmental Stewardship Division staff will specify the desired user account names. B&K will provide access to a public web portal with limited interactive use for San Antonio air traffic monitoring as identified in section 9. The primary user must be able to create and reset passwords for all other user accounts. Control of full access workstations must be available from remote sites including on airport conference rooms, off-site briefing venues, home and during travel. B&K will, within 24 hours, remove user accounts upon request by the SAT Aviation Department.

### 10.1.2 Fault Tolerance

In the event of a communications failure between the central servers and the NMTs, a fault tolerant computing solution shall be in place to continue to run the system. Once communications are restored the central servers shall upload the field data from the NMTs and resume normal processing.

### 10.1.3 Web Browser Requirements

To the extent that the ANOMS rely on web browsers, the system shall at a minimum work with the latest versions of Chrome and Internet Explorer.

## 10.2 Data Requirements

- **Data Ownership** – All data purchased, collected or processed by SAT Aviation Department through this contract is the property of SAT Aviation Department. B&K shall guarantee that at the end of the contract period the data owned by SAT Aviation Department will be transferred to SAT in a usable format specified by SAT Aviation Department. In addition, within 30 days of each anniversary of system acceptance, and at the end of this contract if less than a full year, the B&K shall provide to SAT Aviation Department a copy of the data collected in digital format throughout the preceding year.
- **Data Security** – B&K shall take all appropriate actions and measures to protect the data from unauthorized access and describe its approach in the proposal.
- **Database Availability** – The database shall be duplicated onto a backup database server by B&K. In the event of the primary server failing the secondary shall initiate without loss of data or user

control. B&K shall backup all servers at their hosting facility that are used as part of the NOMS applications. The backup shall contain all data, application and system files required to fulfill the Service Metrics (see Service Metrics section above).

## **Exhibit E**

**Consultant  
And  
Contractor  
Reimbursable Expense Policy**



**City of San Antonio**

As of 02/23/12

<p><b>Reimbursable Expense Policy</b></p> <p><b>Table of Contents</b></p>
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# **Consultant & Contractor Reimbursable Expense Policy**

## **1. GENERAL**

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### **1.1 Introduction**

This Consultant & Contractor Reimbursable Expense Policy (the "Policy") contains the guidelines for reimbursement of reasonable expenses incurred by Contractors and contractors (both of which shall hereinafter be referred to as "Contractor") in work performed pursuant to an agreement with the City of San Antonio (hereinafter the "City").

### **1.2 Scope**

The policy and procedures contained herein apply to all Contractors in work performed in furtherance to an agreement with the City.

This policy also pertains to all reimbursable expenses by sub-consultants or subcontractors. The Contractor shall be responsible for ensuring that all subcontractor or sub-consultants adhere to this Policy.

The Contractor is responsible for becoming familiar with and adhering to the Policy as applicable for each reimbursable expense submitted.

### **1.3 Policy**

Official reimbursable expenses shall be properly authorized, processed, conducted, reported, and reimbursed in accordance with this Policy. Contractor is expected to exercise good judgment in the type and amount of expense incurred.

For travel expenses, Contractor is expected to plan in advance of the departure date to obtain lowest cost fares, rates and accommodations. In addition, Contractor is encouraged to use all practical means, including internet discounters, to obtain the lowest cost fares, rates, and accommodations.

### **1.4 Definitions**

The following definitions apply to this Policy:

**Actual and Reasonable Expenses** – The specific, itemized expenses incurred, based on original receipts up to the amount judged by the Aviation Director as justifiable under the circumstances.

**Official Travel Time** – For the purposes of computing per diem allowances, official travel starts at the day and time the Contractor employee leaves their home, office, or other authorized point and ends on the day and time the Contractor employee returns home, to

the office, or other authorized point. This definition is for computing per diem allowances only and may not be used for billing chargeable Contractor employee hours.

Travel Expenses – Includes meals, lodging, transportation and incidental expenses incurred for assignments within 30 consecutive calendar days at the same project site. The Contractor employee's return home for the weekends does not break the continuity of the assignment.

Extended Travel Expenses - Includes meals, lodging, transportation and incidental expenses incurred for assignments 30 or more consecutive calendar days at the same project site. The Contractor employee's return home for the weekends does not break the continuity of the assignment.

Reimbursable expenses – those expenses incurred in the furtherance of a project or assignment pursuant to an executed contract or agreement with the City.

Common Carrier Terminal – a terminal facility for the general public, such as an airport, train station, subway station or bus station.

### **1.5 Reimbursements**

Expenses incurred by the Contractor while engaged in activities outside the scope of the Contractor Agreement or in violation of this Policy will be denied. This includes, but is not limited to, expenses incurred:

- Prior to the execution of the Agreement;
- After the expiration of the Agreement;
- At a location not included authorized by the Agreement;
- At a cost in excess of those costs allowed within the Agreement and/or within this Policy.
- In connection with work performed for customers of Contractor other than the City.

Only those expenses which are ordinary and necessary, and within the contracted for budget, to accomplish the contracted work are eligible for reimbursement.

Entertainment expenses, including alcohol, are not reimbursable.

### **1.6 Interrupted Itinerary**

If official business travel is interrupted for personal convenience, any resulting expense shall not be the responsibility of the City.

## **2. Transportation Expenses**

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### **2.1 Guideline**

Contractor must utilize the most economical mode of transportation and the most direct route consistent with the business purpose of the trip.

### **2.2 Air Travel**

#### ***Lowest Available Airfare***

Airfare reimbursement shall not exceed the lowest practical, available cost of competing airfare. Contractor shall, whenever practicable, make reservations two or more weeks in advance of travel. When all considerations are equal (e.g. travel time dates, times, destination, and work impacted by travel), Contractor must choose the lowest fare available at that time, regardless of personal preferences for air carrier.

#### ***Use of Business or First Class***

No reimbursement will be made for Business or First Class travel without advance written approval from the Aviation Director (or designee). (Note: Business or First Class accommodations obtained through use of frequent flyer programs or at Contractor's expense will not require advance approval. However, Contractor must be able to provide the lowest available price of coach fair in order to be reimbursed for that portion of the expense.)

#### ***Extended Travel to Save Costs***

The additional expenses associated with travel that includes an extended stay (e.g. Saturday night stay) may be reimbursed when the overall savings is at least \$150 compared to the cost if the Contractor had not extended the trip.

In determining if an extended stay will result in any cost savings, Contractor must consider the additional expenses associated with an extended stay. Such expenses shall include, but are not limited to, the additional cost of lodging, rental car, meals and parking.

### **2.3 Travel by Private Automobile**

#### ***Reimbursement for Travel by Private Automobile***

Travel by private automobile will only be reimbursed if such travel is for a valid business purpose. When a private automobile is used, actual mileage will be reimbursed at the most current rate allowable by the Internal Revenue Service. The number of miles driven must be documented by the Contractor. No additional reimbursement is made for expenses related to the use of the automobile. Routine repairs, cleaning, detailing, tires, gasoline, or other automobile expense items will not be reimbursed for privately owned automobiles.

When two or more persons share a privately owned automobile, only the driver may claim the reimbursement for mileage. Two or more persons traveling to the same

destination, for the same purpose, and same or approximately the same time span on the same day or days shall be expected to share a privately owned automobile whenever possible.

Charges for parking and toll roads are allowed; however receipts must be provided.

***Reimbursement for Travel by Private Automobile in Lieu of Air Travel***

When a private automobile is used instead of available air travel for the personal convenience of the Contractor, reimbursement of transportation costs by private automobile shall not exceed the documented amount of airfare Contractor would have paid had the Contractor traveled by air.

***Reimbursement for Travel To or From a Common Carrier Terminal***

When a Contractor drives a privately owned automobile to or from a common carrier terminal, the mileage and tolls for one round trip, plus parking for the duration of the trip may be claimed for reimbursement. Documented miles driven and receipts must be provided. Contractor is expected to use the lowest, reasonable cost parking option available.

**2.4 Travel by Private Aircraft**

When a private aircraft is used instead of available commercial air travel for the personal convenience of the Contractor, the reimbursement of transportation costs by private aircraft shall be reimbursed at a rate of 99.5 cents per mile up to the amount that would have been incurred by all Contractor employee travelers using common carrier transportation air fares. Documented aircraft landing and tie-down fees paid, if any, will be reimbursed separately, however, receipts must be provided.

***Example:***

Two Contractor Employee travelers in the same privately rented aircraft, traveling 500 miles to San Antonio. The common carrier transportation air fares round trip would have been \$250 per person. Total mileage of private aircraft would be 1,000 miles (500 miles each way) times 99.5 cents per mile for a total expense of \$995 for the private aircraft. The total reimbursable cost for the Contractor would be limited to \$500 (2 contractor employees times \$250 each), plus any documented aircraft landing and tie-down fees paid.

## **2.5 Rental Cars**

Rental cars may be used for transportation to or from a common carrier terminal. Rental cars may also be used upon arrival at the official business destination when the use of public transportation or other transportation such as taxis is not practical when considering the cost, number of miles to be traveled and other factors. Only commercial agencies may be used. Contractors are strongly encouraged to request the lowest available rate when making rental car reservations.

### **Reimbursement**

Reimbursement is limited to standard size sedan or vehicle commensurate with the requirements of the trip. The cost of the rental car and gasoline will be reimbursed. Documented miles driven and receipts must be provided. There is no reimbursement for mileage for a rental car.

The car must be turned in promptly. Daily charges, outside Official Travel Time, will not be reimbursed.

When a rental car is used on a non-exclusive basis for the City, reimbursement of the rental car and gasoline cost must be pro-rata based on mileage on City projects versus the total mileage.

### **Insurance**

The Contractor assumes all risks and expenses associated with obtaining insurance deemed necessary when using a rental car. Car rental insurance, including collision damage waivers, is not reimbursable.

## **2.6 Ground Transportation**

The following guidelines apply to ground transportation to or from a common carrier terminal at the business destination.

### ***Taxis***

The cost of the taxi ride plus a reasonable gratuity will be reimbursed. A reasonable gratuity may not exceed 10% of the total fare. Receipts must be provided.

### ***Airport Shuttle Service***

The cost of the airport shuttle ride plus gratuity will be reimbursed. Receipts must be provided.

### ***Local Buses and Subways***

Local bus and subway fares are reimbursable; however, receipts are not required.

### 3. Living Expenses

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#### 3.1 Lodging

Lodging expenses for travel within the Continental United States (CONUS) are reimbursed at the lesser of actual cost or the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates. Lodging taxes, although not included in the GSA per diem rate for lodging, are reimbursable. Contractors are strongly encouraged to request the lowest available rate when making the lodging reservations.

Hotel bills must show the hotel name and locations, dates room was occupied and the rate per day. Other items appearing on the hotel bill should be identified as to the business reason for the charges.

Contractor will not be reimbursed for the following expenses appearing on the hotel bill:

- Alcohol (alone or part of meal)
- Entertainment
- Personal services
- Laundry/Dry cleaning if travel is less than five days

When accommodations are shared with other than an official Contractor employee, reimbursement is limited to the cost that would have been incurred had the Contractor been traveling alone.

#### 3.2 Non-Commercial Lodging

Contractor lodging in non-commercial facilities such as house trailers or field camping are reimbursed actual expenses up to the maximum applicable GSA lodging rate. No reimbursement is provided for housing as a guest in a private home.

#### 3.3 Meals Expense

Meals expenses for travel are reimbursed at actual cost, up to the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic or International Per Diem Rates.

Meal expenses for the first and last day of travel are reimbursed at the lower of actual costs or the pro-rated GSA per diem rate listed below:

Beginning of "Official Travel Time" Date of Departure		Ending of "Official Travel Time" Date of Departure	
Prior to 11:00 am	100% per diem	Prior to 11:00 am	33% per diem
11:01 am to 5:00 pm	66% per diem	11:01 am to 5:00 pm	66% per diem
After 5:00 pm	33% per diem	After 5:00 pm	100% per diem

For travel of more than 12 hours but less than 24 hours; meals are reimbursed at the pro-rated GSA per diem rates defined above.

Daily expenses incurred within the vicinity of the Contractor employee's primary work site shall not be reimbursed.

### **3.4 Incidental Expenses**

Payments for tolls, parking charges, cab fares can be reimbursed with proper documentation. Reasonable laundry and dry cleaning expenses will be allowed if travel is over a period of 5 consecutive days. Additionally, reasonable gratuities may be reimbursed if itemized.

Expenses for entertainment and personal convenience items such as alcohol, in-room movies, reading materials and clothing are not reimbursable.

### **3.5 Daily Allowance and Lodging Allowance for Extended Travel**

Travel during which a Contractor remaining at one work location for 30 days or more in any calendar year months shall be considered an extended travel assignment. The 30 days begins on the first day at the work location. The Contractor's return home for weekends does not break the continuity of an extended travel assignment.

The maximum reimbursable rate for extended travel assignments will be the lesser of actual costs of lodging (housekeeping, utilities and furniture rental), meals, and incidentals (as previously outlined above) or 60% of the maximum rate established in the U. S. General Services Administration (GSA) Federal Travel Regulation Domestic Per Diem Rates and the U.S. Department of State Foreign Per Diem Rates in U.S. Dollars.

All extended travel must be approved in advance by the Aviation Director or designee prior to Contractor committing to any extended lodging arrangement.

## **4. Relocation Assistance**

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### **4.1 Requirements**

Relocation assistance is generally not provided to Contractors. However, in rare Aviation Department agreements, relocation of key personnel may be allowed for long term capital projects. The expenses related to the Contractor employee relocation must be budgeted in advance at the time the agreement is signed. Additionally, all requests must be approved by the Aviation Director in advance of offering any relocation assistance to a Contractor employee. The request must include a justification why this position could not be filled by hiring an employee locally and why the assistance is needed. Evidence will be required demonstrating the efforts made to hire the employee locally. Any relocation assistance will be limited based on the type of employee as explained below.

#### 4.2 Limitations

Relocation assistance will only be considered when a Contractor employee is required to change his/her place of residence more than 50 miles because of work location and the employee's duties are deemed in the best interest of the Aviation Department agreement requirements. Once the relocation assistance is approved, the employee shall receive reimbursement for the lesser of the actual documented necessary and reasonable relocation expenses or the maximum allowable assistance based on type of employee as defined below:

Relocation Assistance Limitations		
<i>Personnel Type</i>	<i>The lower of:</i>	
Key Position	Actual Allowable Expenses	\$10,000 max
Professional Positions	Actual Allowable Expenses	\$5,000 max

#### 4.3 Allowable Expenses In General

Relocation assistance will only be paid for reasonable expenses of moving household goods and personal effects (including storage expenses), and travel expenses to a new residence. The cost of traveling will only include the shortest and direct route available by conventional transportation. Any expenses incurred for additional overnight stays or side trips for sightseeing purposes will not be reimbursed.

#### 4.4 Travel Expenses by Car

Use of personal vehicle to relocate the household goods and personal effects will be reimbursed at the lesser of:

- Actual expenses for gas and oil for the personal vehicle, if accurate records are maintained for these expenses, **or**
- The standard mileage reimbursement rate for moving expenses, as the Internal Revenue Service regulations.

In either method, parking fees and tolls paid as a part of the relocation will be reimbursed. Reimbursement will not be allowed for general repairs, general maintenance, insurance, or depreciation on the vehicle.

#### 4.5 Household Goods and Personal Effect Expenses

Relocation assistance will be allowed for the cost of packing, crating, and transporting household goods and personal effects. Reimbursement will also be allowed for costs of connecting or disconnecting utilities required because of moving the household goods, appliances, or personal effects.

#### 4.6 Storage Expenses

Relocation assistance will be allowed for reasonable costs of storing and insuring household goods and personal effects within any period of 30 consecutive days after the day the household goods and personal effects are moved from the former home and before their delivery to the new home.



#### **4.7 Travel Expenses**

Relocation assistance will be allowed for reasonable costs of transportation and lodging for the Contractor employee and members of their household while traveling from their former home to their new home. This will include reasonable lodging expenses that do not exceed one day in the area of the former home.

#### **4.8 Non-reimbursable Relocation Expenses**

Relocation assistance will not extend to the following types of expenses:

- Any part of the purchase price of the new home.
- Expenses of buying or selling a home (including closing costs, mortgage fees, and points).
- Expenses of entering into or breaking a lease.
- Home improvements to help sell the former residence.
- Loss on the sale of the former residence.
- Mortgage penalties.
- Real estate taxes.
- Refitting of carpet and/or draperies.
- Return trips to former residence.
- Security deposits of any kind.
- Storage charges except as defined above.
- Registration fees for automobile license plates, tags, etc.
- Fees associated with acquiring a Texas driver's license.

#### **4.9 Relocation Assistance Recovery**

If the City of San Antonio has paid for relocation assistance to a Contractor's employee and the employee leaves the Contractor's employment before six (6) months of relocation, the City will be entitled to recover the full amount of the relocation assistance paid from Contractor.

## **5. Miscellaneous Expenses**

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### **5.1 General**

Miscellaneous expenses that are ordinary and necessary to accomplish the official business purpose of the trip are reimbursable. Receipts are required for all miscellaneous expenses. The most common of these expenses are as follows:

- Use of computers, printers, faxing machines, and scanners.
- Postage and delivery.
- Office supplies specific to the project.

Expenses that will not be reimbursed will be items for personal use or items that do not have a direct business reason or benefit to the project. Examples of these expenses are:

- Business gifts.
- Snacks or other entertainment items for staff meetings and/or meetings with sub-Contractors.
- Mileage expense for purchase of items where the direct project related item purchased was not the sole reason for the trip.
- Carrying cases for cell phones or computers.
- Items that could be used on more than one project.

### **5.2 Telephone Calls**

Telephone charges should be made per a calling plan with reasonable calling rates. If City, in its sole determination, finds that a calling plan is unreasonable, City may reimburse Contractor at a rate that City determines to be reasonable. Claims for phone call require a statement of the date, person called, phone number, and business reason for the call.

Personal phone calls are not reimbursable.

### **5.3 Local Business Meetings**

Costs associated with local business meetings must be reasonable and have a direct business reason for the City of San Antonio. Local business meeting exceeding \$150 must be approved in advance of the scheduled meeting. As stated in previous sections, entertainment is not reimbursable. If alcohol is served at the business meeting this will deem the event as a social event and the entire event will not be reimbursable.

Meals served at an approved business meeting event will be reimbursed at the lesser of the actual cost or the daily per diem rate as specified by GSA for that particular meal. The GSA has established per diem meal rates by breakfast, lunch and dinner. Facility charges associated with this event must be reasonable and approved in advance.

## **6. Travel Expense Settlement**

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### **6.1 Reimbursement**

A travel expense statement must be prepared and submitted with the appropriate supporting documents. At a minimum, the expense statement should be in a legible format consistent with business standards and must contain the following elements:

- Name of Contractor being reimbursed.
- Name of Contractor employee that incurred the expenses.
- Dates covered in the expense report.
- Business reason for incurring expenses on behalf of City.
- Legible format and consistent with business standards.

All required receipts must be legible and submitted with the expense statement. If required receipts cannot be obtained or have been lost a statement providing the reason for the unavailability or loss should be noted. In the absence of a satisfactory explanation, the amount involved will not be reimbursed.

Because lodging receipts may include non-reimbursable charges, lodging will not be reimbursed without a copy of the receipt or facsimile document containing itemized charges for the room, e.g., taxes, telephone, etc. from the hotel.

Expenses should be itemized chronologically according to the nature and type of travel expense (i.e. airfare, hotel, meals, etc.). The completed and supported travel expense statement should be submitted in the first billing cycle following the incurrence of the expense.

### **6.2 Right to Audit**

The City reserves the right to audit actual expenses. Expenses will be reimbursed in accordance with the procedures setout herein at actual cost within the limits and requirements established by this policy or, if applicable, the Agreement.