CITY OF SAN ANTONIO

AVIATION DEPARTMENT



REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")

for

QUEUE MEASUREMENT SYSTEM FOR SAN ANTONIO INTERNATIONAL AIRPORT

RFCSP 014-066; 6100005065

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

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003 BACKGROUND

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

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

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

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

004 SCOPE OF SERVICE

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

005 ADDITIONAL REQUIREMENTS

<u>Statutory Requirements</u>. 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

<u>Venue, Jurisdiction and Arbitration</u>. 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.

<u>Undisclosed Features</u>. 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.

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

006 TERM OF CONTRACT

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

007 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at San Antonio International Airport, Terminal B Mezzanine Conference Room, 9800 Airport Blvd., San Antonio, TX 78216 at 3:00 p.m., Central Time, on November 21, 2014. Respondents are encouraged to prepare and submit their questions in writing 2 calendar days in advance of the Pre-Submittal Conference in order to expedite the proceedings. City's responses to questions received by this due date may be distributed at the Pre-Submittal Conference and posted with this solicitation. Attendance at the Pre-Submittal Conference is optional, but highly encouraged.

This meeting place is accessible to disabled persons. The San Antonio International Airport is wheelchair accessible. Accessible parking spaces are located in the Hourly Parking Garage. Auxiliary aids and services are available upon request. Interpreters for the Deaf must be requested at least 48 hours prior to the meeting. For assistance, call (210) 207-7245 Voice/TTY.

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

008 PROPOSAL REQUIREMENTS

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

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

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

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

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

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

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

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

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

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

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

<u>PROOF OF INSURABILITY</u>. 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.

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

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

009 CHANGES TO RFCSP

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

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

010 SUBMISSION OF PROPOSALS

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

Submission of Hard Copy Proposals.

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

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

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

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

Proposals sent by facsimile or email will not be accepted.

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

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

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

Correct Legal Name.

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

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

<u>Firm Offer</u>. 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.

<u>Change Orders</u>. 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.

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

<u>Travel and Related Expenses.</u> 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.

<u>Confidential or Proprietary Information</u>. 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.

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

011 RESTRICTIONS ON COMMUNICATION

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

Exceptions to the Restrictions on Communication with City employees include:

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

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

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

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

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

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

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

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

012 EVALUATION CRITERIA

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

Evaluation criteria:

Experience, Background, Qualifications (40 points)

Proposed Plan (40 points)

Pricing (20 points)

013 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

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

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

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

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

<u>Conflicts of Interest</u>. 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.)

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

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at http://www.ethics.state.tx.us/forms/CIQ.pdf. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205. Respondent should consult its own legal advisor for answers to questions regarding the statute or form.

014 BONDS

This section left blank intentionally.

015 SOFTWARE ESCROW REQUIREMENT

This section left blank intentionally.

016 ACCEPTANCE CRITERIA

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

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

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

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

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

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

017 SCHEDULE OF EVENTS

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

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

018 RFCSP EXHIBITS

RFCSP EXHIBIT 1

INSURANCE REQUIREMENTS

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

INSURANCE

A) Prior to the commencement of any work under this Agreement, Respondent shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Aviation Department, which shall be clearly labeled "<u>Queue Measurement System</u>" 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	Statutory
2. Employers' Liability	\$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>B</u> odily <u>I</u> njury and <u>P</u> roperty <u>D</u> amage 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 	<u>Combined Single Limit for Bodily Injury and</u> <u>Property Damage of \$1,000,000 per</u> 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 – IT 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 <u>additional</u> <u>insureds</u> by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

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

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

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

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

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

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

RFCSP EXHIBIT 2

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.

<u>Defense Counsel</u> - 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.

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

RFCSP EXHIBIT 3

CITY TECHNICAL STANDARDS

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 4

NON-DISCRIMINATION

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

019 RFCSP ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

RESPONDENT QUESTIONNAIRE

(NOTE: Co-Respondents are two are not Co-Respondents and sho	or more entities proposing as a tea	nation regarding the Respondent. am or joint venture with each signing the oposal includes Co-Respondents, provid ock(s) before Item #2.)	contract, if awarded. Sub-contractors
Respondent Name:	it will appear on the contract, if aw	rarded.)	
Principal Address:			
City:	State:	Zip Code:	
Telephone No	Fax	< No:	
Website address:			
Year established:			
Provide the number of year	s in business under present	name:	
Social Security Number or	Federal Employer Identificati	ion Number:	
Texas Comptroller's Taxpa (NOTE: This 11-digit number is so	yer Number, if applicable: ometimes referred to as the Comptr	roller's TIN or TID.)	
DUNS NUMBER:			
Business Structure: Check	the box that indicates the bu	usiness structure of the Respond	ent.
Partnership Corporation If checke Also, check one:	ed, check one:For-Profit	Foreign	
Printed Name of Contract S Job Title:	Signatory:		
Provide any other names u each:	nder which Respondent has	s operated within the last 10 year	s and length of time under fo
	om which this project would State:	be managed: Zip Code:	
Telephone No	Fax	< No:	
Annual Revenue: \$			
Total Number of Employees	5:		
Total Number of Current Cl	ients/Customers:		

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

	List Related Companies:
2.	Contact Information: List the one person who the City may contact concerning your proposal or setting dates for meetings.
	Name: Title:
	Address:
	City:Zip Code:
	Telephone No Fax No:
	Email:
3.	Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?
	Yes No
4.	Is Respondent authorized and/or licensed to do business in Texas?
	Yes No If "Yes", list authorizations/licenses.
5.	Where is the Respondent's corporate headquarters located?
6.	Local/County Operation: Does the Respondent have an office located in San Antonio, Texas?
	Yes No If "Yes", respond to a and b below:
	a. How long has the Respondent conducted business from its San Antonio office?
	Years Months
	b. State the number of full-time employees at the San Antonio office.
	If "No", indicate if Respondent has an office located within Bexar County, Texas:
	Yes No If "Yes", respond to c and d below:
	c. How long has the Respondent conducted business from its Bexar County office?
	Years Months

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

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

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

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

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

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

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

11. Previous Contracts:

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

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

 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

165	INO	11 165,56	lie lie name o	or the multiluua	i, organization	contracted	with, servic
contracted,	date, contrac	ct amount ai	nd reason for	failing to compl	ete the contra	ct.	

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, serv	/ices
contracted,	date, contra	t amount and reason for failing to complete the contract.	

REFERENCES

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

Contact Name:	т	itle:
Address:		
City:		
Telephone No		
Date and Type of Service(s) Prov	/ided:	
Contact Email Address:		
eference No. 2: Firm/Company Name		
Contact Name:	Т	itle:
Address:		
City:	State:	Zip Code:
Telephone No	Fax N	lo:
Date and Type of Service(s) Prov	<i>v</i> ided:	
Contact Email Address:		
eference No. 3: Firm/Company Name		
Contact Name:	Т	itle:
Address:		
City:	State:	Zip Code:
Telephone No	Fax N	lo:

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 three relevant non-City projects of similar size and scope performed over the past four years. Identify associated results or impacts of the project/work performed.
- 2. Indicate the number of years Respondent has been in the business of providing Queue Measurement Systems, both at airports and non-airport facilities.
- 3. Indicate if this is the Respondent's primary line of business. If not, state the Respondent's primary line of business.
- 4. List all Queue Measurement System projects that the Respondent has completed in the last four years, noting which were specifically for airports.
- 5. List all Queue Measurement System projects that Respondent has in progress as of the proposal due date. For each project listed, give the target date of completion.
- 6. Describe Respondent's specific experience with airport clients. If Respondent has provided services for the City of San Antonio in the past, identify the name of the project and the department for which Respondent provided those services.
- 7. If Respondent is proposing as a team or joint venture or has included sub-contractors, describe the rationale for selecting the team and the extent to which the team, joint venturers and/or sub-contractors have worked together in the past.
- 8. Provide an organizational chart showing how the Respondent proposes to staff the project. For each position reflected in the organizational chart:
 - a. Identify each individual's relationship with the Respondents organization-employee, contractor, 3rd party service/software provider.
 - b. Identify relevant experience on projects of similar size and scope.
 - c. State the primary work assignment and the percentage of time to be devoted to the project.
 - d. Provide resumes as an appendix to submitted proposal.
- 9. Describe the company's support organization and volume of support inquiries managed per month over the past two years.
- 10. List the customers currently using proposed solution. Include company name, type of business, city & state.
- 11. For the three (3) references that have been provided in the previous section of this solicitation, the City is requesting these references be recently engaged with Respondent on similar projects. In addition to listing them, please describe a general overview of the business function delivered for that project.
- 12. What percentage of existing customers are current with their annual support contract?
- 13. Indicate Respondent's experience with any interfaces (i.e. InFax, Active Directory, websites).
- 14. Describe experience Respondent has with reporting features in the system.
- 15. Additional Information. Identify any additional skills, experiences, qualifications, and/or other relevant information about the e Respondent's qualifications.

RFCSP ATTACHMENT A, PART THREE

PROPOSED PLAN

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

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

1. Requirements Traceability Matrix

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

2. Project Management

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

2. Solution Information

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

3. Total Cost of Ownership

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

4. Customer Support

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

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

5. Maintenance/Upgrades

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

6. Compliance

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

7. Backup and Restore Strategy

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

8. Service/System Availability

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

9. System Architecture

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

10. Security & Privacy

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

11. Hosting Site Information

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

12. Backup & Disaster Recovery a. Describe your disaster recovery plan.

13. Additional Information

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

RFCSP ATTACHMENT B

CONTRACTS DISCLOSURE FORM

Contracts Disclosure Form may be downloaded at <u>https://www.sanantonio.gov/eforms/atty/ContractsDisclosureForm.pdf</u>. Instructions for completing the Contracts Disclosure form are listed below:

- 1. Download form and complete all fields. Note: All fields must be completed prior to submitting the form.
- 2. Click on the "Print" button and place the copy in proposal response as indicated in the Proposal Checklist.

RFCSP ATTACHMENT C

LITIGATION DISCLOSURE FORM

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

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

Yes ____ No ____

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

Yes ____ No ____

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

Yes ____ No ____

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

RFCSP ATTACHMENT D

PRICING SCHEDULE

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT E

SIGNATURE PAGE

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

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

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

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

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

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

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

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

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

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

 Respondent Entity Name

 Signature:

 Printed Name:

 Title:

Email Address:		

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

Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

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

Co-Respondent Entity Name
Signature: _____
Printed Name: _____
Title: _____
Email Address:

RFCSP ATTACHMENT F

VOSBPP TRACKING FORM

ATTACHED AS A SEPARATE DOCUMENT

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

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

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

RFCSP ATTACHMENT G

PROPOSAL CHECKLIST

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

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

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

City of San Antonio Information Technology Environment Description

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

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

THE REST OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

Information Management

*S=Standard Product(s), P=Preferred Product(s), G=Guidance Info Only.

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

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

Information Distribution

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

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

Applications

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

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

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

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

Computing Resources

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

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

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

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

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

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

RFCSP ATTACHMENT D FEE SCHEDULE

tem	Initial Period	Year 2	Year 3	Year 4	Year 5	Total Cost
System Application						
One-time License Fee with 1 Year Warranty						
Recurring license fee						
Annual Maintenance Fee						
One-Time Setup Fee						
Hosting / Service Cost						
Other Software - One-time License Fee						
Database						
Software						
Operating System and Utilities						
Development Tools						
Reporting Tools						
Other Software						
Database Software Operating System and Utilities Development Tools Reporting Tools Other Software						
pecialized Hardware - One Time Cost						
(vendor to provide list and costs)						
		1	1	1	1	

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

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

Other Costs			
(vendor to provide list and costs)			
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0

Total Fixed Cost	0					0
Total Recurring Costs		0	0	0	0	0
Total system cost						0

Veteran-Owned Small Business Program Tracking Form

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

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

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

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

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

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

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

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

SOLICITATION NAME/NUMBER: _____

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

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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder/Respondent

(Signature) Authorized Representative of Bidder/Respondent

Title

Date

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



ADDENDUM I

- <u>SUBJECT</u>: Request for Competitive Sealed Proposals, Annual Contract for Queue Measurement System for the San Antonio International Airport, (**RFCSP 6100005065**), Scheduled to Open: December 12, 2014. Date of Issue: November 12, 2014.
- FROM: Paul J. Calapa Procurement Administrator
- DATE: December 2, 2014

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

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

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

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

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

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

Question 1: Response:	Is the City interested in other solutions besides video based? No. The City is just interested in video based.					
Question 2: Response:	Will the City provide access to the network? The City will provide network access, if necessary. your proposal.	However, any related cab	ling should be included in			
Question 3: Response:	When will the project begin? Upon City Council award.	e e e Se se se se se se se se se Se se	a di Sector			
Question 4: Response:	When should the project be completed? The project timeline should be submitted as part of R	lespondent's Proposed Plat	n.			

Question 5:	Can the proposal be submitted electronically or hard copy?
Response:	Proposals can be submitted either electronically or hard copy.
Question 6:	Who will be the contact person for MUFIDS information?
Response:	Contact person will be determined during the design phase.
Question 7: Response:	Are the TSA line configurations fixed or do they move around? During periods of low activity, a "short track" is used in the stanchioned queuing area to allow individuals to quickly walking from the queue entrance to the TSA Document Checker. During periods of high activity, a "long track" is used that opens up additional stanchioned queuing space that is not used in the short-track configuration.
Question 8: Response:	 What information is required for the dashboard? Specific dashboard information will be determined during the design phase; however a couple examples include: average wait time for a given day longest wait time for a given day and what time it occurred
Question 9:	What type of reports is the City looking to generate from the program?
Response:	Specific reports will be determined during the design phase
Question 10:	What is meant by Requirement 2.4 on the Requirements Traceability Matrix?
Response:	The City would like to have the capacity/ability to expand where the wait time can be viewed (e.g. add a dedicated LED screen in the terminals for public viewing).
Question 11:	Where is the closest IDF room?
Response:	This will be determined during the design phase.
Question 12:	Is there a mandate to fulfill this project or is it simply for customer convenience?
Response:	No mandate. It is to relieve customer anxiety.
Question 13:	What does the City want to see on the reports?
Response:	Specific reports will be determined during the design phase
Question 14: Response:	Aside from the evaluation criteria stated in the RFCSP, will there be any additional criteria? No.
Question 15:	During the busiest travel times, how far down does the TSA line extend?
Response:	Back to the Terminal A/B connector
Question 16:	Will the measurement system be for the General Boarding line only or Pre-Check too?
Response:	Queue Measurement System will be for General Boarding only.
Question 17:	Where does the wait time end?
Response:	At the exit of the screening machines.
Question 18: Response:	Will there be any dedicated monitors for tenants, like TSA; to be able to view the wait time information? With the exception of the public display of the wait time that will be on the MUFIDs monitors, there is no expectation that any dedicated monitors will be commissioned for TSA or other entities. These entities will have access to the dashboard.

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

Response:

1 - 1 - 1 - 1 - 1

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

Paul J. Calapa

Procurement Administrator Finance Department – Purchasing Division



ADDENDUM II

- <u>SUBJECT</u>: Request for Competitive Sealed Proposals, Annual Contract for Queue Measurement System for the San Antonio International Airport, (**RFCSP 6100005065**), Scheduled to Open: December 12, 2014. Date of Issue: November 12, 2014.
- FROM: Paul J. Calapa Procurement Administrator
- DATE: December 5, 2014

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

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

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

- Question 1:Can a current floor plan of the TSA line area be provided?Response:See Exhibit A to this Addendum II.
 - Question 2:Would the City consider extending the proposal deadline?Response:No.
 - Question 3: How many TSA Lanes are to be monitored?
 - Response: There are four screening lanes for the general boarding line.
 - Question 4:How many hours of the day are each of the lanes open?Response:The times that each of the lanes is open varies based on passenger loads and airline schedules so there is no set time that each lane opens and closes.
 - Question 5: How far back (in feet) does the back of the queue line extend from the TSA document / identity checking station?
 - Response: As shown in Exhibit A, the general boarding queue line does not extend straight back from the TSA document/identify checking station. The length of line in the stanchioned queue area varies at various times of the day as a "short track" configuration is used during periods of low activity and a "long track" configuration is used during periods of heavy activity. The non-stanchioned queue area shown on Exhibit A is approximately 305 feet in length.
 - Question 6: Regarding the back of the queue line, what fixed elements (walls, ceiling, etc.) are available for mounting of cameras? If the recommended use is the ceiling, how many feet above the floor is the ceiling?
 Response: Ceilings and walls are available for the mounting of cameras at the back of the queue line. The terminal has a barrel ceiling so the distance between the ceiling and the floor varies with the curvature of the ceiling. The apex of the barrel ceiling is 35 ft. 6 in. from the floor.

Question 7:	Is it permissible to position a permanent kiosk at entry points to the TSA queue if suitable walls and
Response:	ceiling points for mounting of hardware are not available? Additional information would be needed to make a determination. Vendors should discuss this in their
reepone.	proposed plan.
Question 8:	Does the San Antonio Aviation Department have union laborers that must be used for addition of equipment and running of electrical / network wiring?
Response:	No
Question 9:	Does the San Antonio Aviation Department have an existing Video Management Solutions provider? If so, what system is in use?
Response:	Yes, but this queue measurement system will not be integrated with our existing camera system.
Question 10:	Is there an expectation that the video captured by the queue monitoring system be viewable in the Video Management Solution already in use at the airport?
Response:	No.
Question 11:	Is there any desire to use the video captured by the Queue Monitoring solution for other purposes, such as security screening for known and suspected terrorists, mischief makers, or other persons of concern?
Response:	No.
Question 12:	Is there a requirement to keep video captured by the Queue Monitoring system available for review after the average time to transit has been calculated?
Response:	No.
Question 13:	Is there a requirement to enroll TSA staff or other airport personnel so that their faces, when seen in the queue monitoring video, are not used when calculating queue times?
Response:	How the vendor plans to handle the exclusion of employees who are working around the queuing area from the calculation of the wait time should be described in the vendor's proposed plan.
Question 14:	Is there a requirement for the cameras associated with the Queue Monitoring system to be deployed in a covert manner, or any degree of "minimal awareness"?
Response:	No.
Question 15:	Are measures such as "attention traps", or other means to gain traveler compliance with the video capture component of the Queue Monitoring solution permissible?
Response:	We are unfamiliar with "attention traps" and would need additional information to determine whether their utilization would be permissible or not. Vendors should describe any items such as this in their proposed plan.
Question 16:	The proposal states that the system will measure and display the estimated time in queue within 3 minutes. Is there an expectation of a percentage of travelers that will be monitored? (i.e. a sampling of 10% of the total number of travelers in a queue could still accurately identify the average time in queue)
Response:	The percentage you plan to measure should be detailed in your proposed plan.
Question 17: Response:	What data formats and communication options are available for integration with the airports MUFIDS? This will be discussed with the MUFIDS provider during the design phase of the project.
Question 18:	Do flight crew and airport staff use a dedicated lane for passing through the TSA checkpoint, or do they use the same lanes as general travelers and instead just walk to the front of the line?
Response:	Most flight crews and airport staff utilize the "Employee/Wheelchair" line shown in Exhibit A.

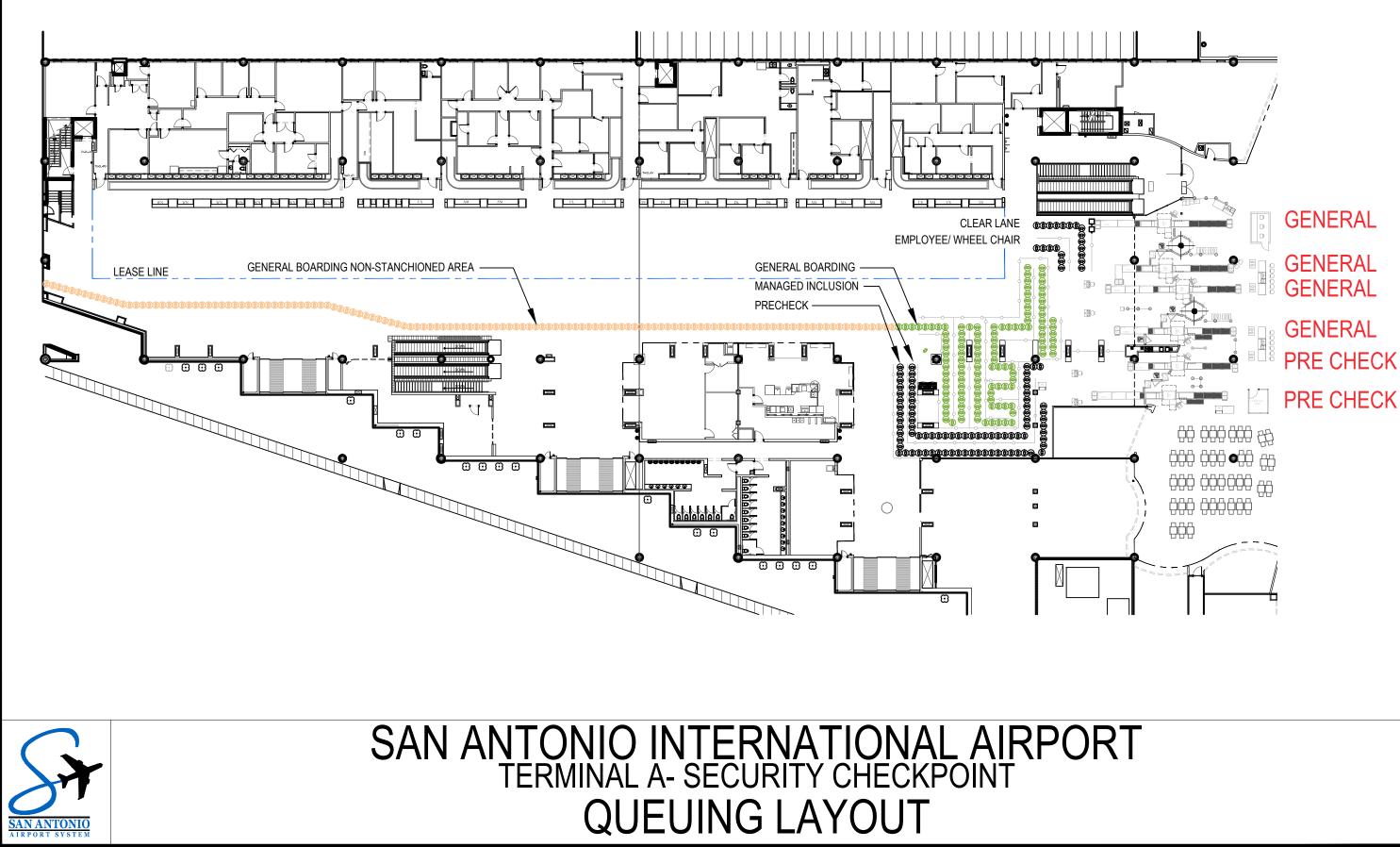
- Question 19: Does the San Antonio Airport have any desire to see average queue times based upon demographic measures such as age grouping or gender?
- Response: No.
- Question 20: Does the system need to initiate an alert mechanism when average queue times exceed a pre-determined threshold? What forms should these alerts take? (i.e. email message, sms message, other message to external system APIs.)?
- Response: This is not a requirement. However, any capabilities like this should be described in the vendor's proposed plan.

Paul J. Calapa Procurement Administrator Finance Department - Purchasing Division

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EXHIBIT A



Veteran-Owned Small Business Program Tracking Form

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

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

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

- The term "veteran" means a person who served on active duty with the U.S. Army, Air Force, Navy, Marine Corps, Coast Guard, for any length of time and at any place and who was discharged or released under conditions other than dishonorable. Reservists or members of the National Guard called to federal active duty or disabled from a disease or injury incurred or aggravated in line of duty or while in training status.
- A veteran-owned small business is a business that is not less than 51 percent owned by one or more veterans, or in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; the management and daily business operations of which are controlled by one or more veterans and qualifies as "small" for Federal business size stand purposes.

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

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

Veteran-Owned Small Business Program Tracking Form

 Queue Measurement System For San Antonio International Airport

 SOLICITATION NAME/NUMBER:
 RFCSP 014-066; 6100005065

Name of Respondent:	Infax, Inc.	
Physical Address:	4250 River Green Parkway, Suite D	
City, State, Zip Code:	Duluth, Georgia 300	96-8317
Phone Number:	(770) 209-9925	
Email Address:	mdavis@infax.com	
Is Respondent certified as a VOSB with the U.S. Small Business Administration? (circle one)	Yes	No
If yes, provide the SBA Certification #		
If not certified by the SBA, is Respondent certified as a VOSB by another public or private entity that uses similar certification procedures? (circle one)	Yes	No
If yes, provide the name of the entity who has certified Respondent as a VOSB. Include any identifying certification numbers.		
Participation Dollar Amount		

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

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

ACKNOWLEDGEMENT

THE STATE OF TEXAS

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

BIDDER/RESPONDENT'S FULL NAME:

(Print Name) Authorized Representative of Bidder/Respondent

David M. Davis

(Signature) Authorized Representative of Bidder/Respondent

President

Title

12/11/2014

Date

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

RFCSP ATTACHMENT E

SIGNATURE PAGE

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

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

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

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

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

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

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

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

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

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

	Infax, Inc.
Respondent Entit	y Name
Signature:	Mult
Printed Name:	David M. Davis
Title:	President
Email Address:	mdavis@infax.com

RFCSP ATTACHMENT D FEE SCHEDULE

Item	Initial Period	Year 2	Year 3	Year 4	Year 5	otal Cost
System Application			. cui J			
One-time License Fee with 1 Year Warranty	13800	0	0	0	0	13800
Recurring license fee	0	0	0	0	0	(
Annual Maintenance Fee	0	4380	4386	4474	4608	17848
One-Time Setup Fee	0	0	0	0	0	(
Hosting / Service Cost	0	0	0	0	0	(
Other Software - One-time License Fee					_	
Database	1059	0	0	0	0	1059
Software	0	0	0	0	0	(
Operating System and Utilities	750	0	0	0	0	750
Development Tools		0	0	0	0	(
Reporting Tools		0	0	0	0	(
Other Software		0	0	0	0	(
Other Cafferran Da Octomica Maintenana (Compart Fra						
Other Software - Re-Occurring Maintenance/Support Fee	o	ام	o	ام	۵.	
Database Software	0	0	0	0	0	
Operating System and Utilities	0	0	0	0	0	(
Development Tools	0	0	0	0	0	(
Reporting Tools	0	0	0	0	0	
Other Software	0	0	0	0	0	
Other Software	0	0	0	0	0	
Specialized Hardware - One Time Cost						
(vendor to provide list and costs)	I	Т				(
Dell Server - Quantity 1	2188	0	0	0	0	218
IP Cameras and lenss - Quantity 10	9090	0	0	0	0	909
Camera Mounting Hardware	2043	0	0	0	0	2043
Samera mountany nuruwure	2043					204
						(
						(
					I	
Specialized Hardware - Re-Occurring Maintenance/Support						
(vendor to provide list and costs)						(
		0	0	0	0	(
		0	0	0	0	(
		0	0	0	0	(
		0	0	0	0	(
		0	0	0	0	(
		0	0	0	0	(
		0	0	0	0	(
		0	0	0	0	(
		0	0	0	0	(
		0	0	0	0	(
Solution Implementation						
Project Initiation and Management	3800					380
Functional Requirements/Validation	1000					100
Software Installation	1000					100
System Design	2000					200
System Configuration	2000					200
Development- Customization	9940					9940
Development-Integration	4750					475
Development - Other	1000					100
Conversion/Migration	1000					100
System Testing	4000					400
Training Deployment	4000					400
Cut-Over, Go-Live, Post Go Live	2000					200
Final Acceptance Testing	2412					241
Other-Implementation (Low Voltage Installation Est.)	25000					2500
Other Costs						
(vendor to provide list and costs)						
						(
						(
Total Fixed Cost	92832					92832
Total Fixed Cost Total Recurring Costs Total system cost	92832	4380	4386	4474	4608	92833 17843 110680

28

* = Required fields



City of San Antonio Contracts Disclosure Form

Office of the City Clerk

*3. Contribution Prohibi	tions for "High-Profile" Co	ntracts	
This is not a high-profil	e contract.		
○ This is a high-profile co	ontract.		
*4. Conflict of Interest Q	uestionnaire (CIQ)		
-		l contractors and vendors to submit a act is not designated as "High Profile".	Conflict of Interest Questionnaire
✓ I acknowledge that I have Code.	ave been advised of the requ	uirement to file a CIQ form under Chap	ter 176 of the Local Government
		*Oath	
	he statements contained in elief are true, correct, and co	this Contracts Disclosure Form, includi mplete.	ing any attachments, to the best of
Your Name: Daniel L. M	cWilliams	Title: <u>C.F.O.</u>	
Company Name or DBA:	Infax, Inc.		Date: 12/10/2014
	proposal to originating of	online, print completed form and subn department. All questions must be an ecessary to mail, send to:	

If necessary to mail, send to: Purchasing P.O. Box 839966 San Antonio, Texas 78283-3966

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City of San Antonio Contracts Disclosure Form

Office of the City Clerk

*9. Prohibited Interest in Contracts.

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

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

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

√No

Yes

Notice Regarding Prohibited Interest in Contracts.

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

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

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

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

Acknowledgements

1. Updates Required

- I understand that this form must be updated by submission of a revised form if there is any change in the information before the discretionary contract, housing and retail development incentive, or the purchase, sale,or lease of real estate to or from the City is the subject of action by the City Council, and no later than 5 business days after any change has occurred, whichever comes first. This includes information about political contributions made after the initial submission and up until 30 calendar days after contract has been awarded.
- 2. No Contact with City Officials or Staff during Contract Evaluation
- ✓ I understand that a person or entity who seeks or applies for a city contract or any other person acting on behalf of that person or entity is prohibited from contacting city officials and employees regarding the contract after a Request for Proposal (RFP), Request for Qualification (RFQ), or other solicitation has been released.

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



City of San Antonio Contracts Disclosure Form

Office of the City Clerk

*7. Disclosure of political contributions.

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

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

 \checkmark Not applicable. No campaign or officeholder contributions have been made in preceding 24 months by these individuals.

List of contributions:

Updates on Contributions Required

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

Notice Regarding Contribution Prohibitions for "High-Profile" Contracts

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

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

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

*8. Disclosure of conflict of interest.

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

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

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



City of San Antonio Contracts Disclosure Form

Office of the City Clerk

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

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

*This is a (• New Submission or C Correction or C Update to previous submission.

*1. Name of person submitting this disclosure form.

	0.000 0			
First: Daniel	M.I. L	ast:	McWilliams	Suffix:

*2. Contract information.

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

b) Originating department:

Aviation Department

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

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

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

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

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

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

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

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

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

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

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