INTEGRATION AGREEMENT FOR

PROPERTY MANAGEMENT INFORMATION SYSTEM SOFTWARE AND IMPLEMENTATION

REQUEST FOR COMPETITIVE SEALED PROPOSAL ("RFCSP")

NO.: 6100005548 (RFCSP)

BETWEEN THE CITY OF SAN ANTONIO, TEXAS

AND

AIR TRANSPORT IT SERVICES, INC.

STATE OF TEXAS §
§
COUNTY OF BEXAR §

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

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

1.0 CONTRACT DOCUMENTS

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

a. This Integration Agreement, including;

b. City's Request for Competitive Sealed Proposal No.: 6100005548 (RFCSP) (Exhibit A), including all attachments, addendums and clarification statements thereto;

c. AirIT Statement of Work (SOW) (Exhibit B);

d. AirIT Response to RFCSP (Exhibit C);

e. AirIT Support and Maintenance Agreement (Exhibit D); and

f. AirIT Software License Agreement (Exhibit E).

2.0 INSURANCE

2.1 Prior to the commencement of any work under this Agreement, AirIT shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Finance Department, which shall be clearly labeled "**PROPERTY MANAGEMENT INFORMATION SYSTEM SOFTWARE AND IMPLEMENTATION**" 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 to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Finance Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

2.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof. In no instance will City allow modification whereby City may incur increased risk.

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance (Claims Made) to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you g. Professional Liability coverage for training services	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

2.4 AirIT agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of AirIT herein, and provide a certificate of insurance and endorsement that names the AirIT and the CITY as additional insureds. AirIT 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.

2.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive declaration page, and all endorsements thereto AirIT 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. AirIT 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

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

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and cyber 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.

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

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

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

2.10 It is agreed that AirIT'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.

2.11 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.

2.12 AirIT and any Subcontractors are responsible for all damage to their own equipment and/or property.

3.0 INDEMNIFICATION AND RELATED PROVISIONS

3.1 **AirIT 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 AirIT's activities under this Contract, including any acts or omissions, of AirIT, any agent, officer, director, representative, employee of AirIT or subcontractor of AirIT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT AirIT AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

3.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. **AirIT** shall advise the **CITY** in writing within 24 hours of any claim or demand against the **CITY** or **AirIT** known to **AirIT** related to or arising out of **AirIT's** activities under this Contract and shall see to the investigation and defense of such claim or demand

at **AirIT's** cost. The **CITY** shall have the right, at its option and at its own expense, to participate in such defense without relieving **AirIT** of any of its obligations under this paragraph.

3.3 Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by AirIT in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. AirIT 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 AirIT fails to retain Counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and AirIT shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

3.4 Employee Litigation - In any and all claims against any party indemnified hereunder by any employee of AirIT, 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 AirIT or any subcontractor under worker's compensation or other employee benefit acts.

4.0 LAW APPLICABLE

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

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

5.0 ENTIRE AGREEMENT

This Agreement, together with its exhibits, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

6.0 TERM

The term of this contract 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.

7.0 TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated, or earlier termination pursuant to any of the provisions hereof.

7.2 Termination Without Cause**.** This Agreement may be terminated by City upon 30 calendar days written notice. In the event of such termination by City, City shall pay AirIT for all work executed and materials delivered to City in accordance with this Agreement, and costs incurred by reason of such termination.

7.3 Termination For Cause. Upon written notice, either party may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, which shall not be reasonably be withheld,

7.3.2 City's failure for a period of thirty (30) days to pay AirIT for service and/or materials under of this Agreement.

7.4 Defaults With Opportunity for Cure. Should AirIT default in the performance of this Agreement in a manner, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. AirIT shall have thirty (30) calendar days after receipt of the written notice to cure such default. If AirIT fails to cure the default within such thirty-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with AirIT to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with any subsequent vendor against AirIT's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets
7.4.2 Failing to perform or failing to comply with any covenant herein required
7.4.3 Performing unsatisfactorily.
7.4.4 Failure to meet acceptance test criteria approval on the third attempt.

7.5 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, AirIT shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other

materials or information produced as a result of or pertaining to the services rendered by AirIT**,** or provided to AirIT**,** hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by AirIT. Payment of compensation due or to become due to AirIT is conditioned upon delivery of all such documents, if requested.

7.7 Termination not sole remedy. In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue AirIT for any default hereunder or other action.

7.8 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation. In the event of such termination by City, AirIT shall be entitled to payment in full for all work which AirIT has performed in accordance with this Agreement and all equipment which AirIT has delivered to the City pursuant to this Agreement.

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

CITY OF SAN ANTONIO	**AIR TRANSPORT IT SERVICES, INC.**
Troy Elliot Finance Director	Print Name: Chas Kellen Title: President & COO
Date:	Date: 10/6/15

Approved as to Form:

Assistant City Attorney

CITY OF SAN ANTONIO

AVIATION DEPARTMENT

REQUEST FOR COMPETITIVE SEALED PROPOSAL
("RFCSP")

for

PROPERTY MANAGEMENT INFORMATION SYSTEM SOFTWARE AND IMPLEMENTATION

RFCSP 015-036; 6100005548

Release Date: APRIL 8, 2015
Proposals Due: MAY 15, 2015

Exhibit A

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003 BACKGROUND

The San Antonio Airport System (hereinafter referred to as "SAAS") is soliciting proposals from qualified respondents to deliver a Airport Property Management Information System (PMIS) for the SAAS, which is comprised of the San Antonio International Airport (SAT) and Stinson Municipal Airport (SSF). The scope of the system will include lease agreements, concession sales management, billing / invoicing / AR, statistics, applicable integrations/interfaces, and reports and the successful respondent will provide implementation and training. The PMIS shall provide property and revenue management. The selected Proposer will be responsible for development, installation, and integration and training to include migration of current data to the new system.

SAAS is soliciting for a qualified and proven PMIS that can meet the Aviation Departments business objectives.

The International Airport itself is an economic generator for the region, supporting over 97,500 jobs and providing nearly $1.6 billion in annual earnings for workers and proprietors. Visitors spending support nearly 15,000 area jobs with earnings of nearly $275 million.

Stinson Municipal Airport is the second oldest general aviation airport in continuous operation in the United States. As the primary reliever for general aviation traffic in San Antonio, Stinson is extremely appealing to operators of light aircraft, individuals, and private aviation companies. Stinson is also home to four flight schools and two fixed base operators. In 2011, the airport's diverse activity led to economic impacts totaling $63 million in regional economic output. Stinson is responsible for more than 1,000 jobs, including 74 airport jobs and more than 250 indirect jobs, and provide regional earnings of over $20 million.

Current Practices

Users shall consist of Properties & Concessions staff, Contracts Compliance, and Accounting staff, with up to twenty-five (25) concurrent users requiring both edit and read-only access. Properties and Contracts users will require the ability to generate a variety of reports for the purpose of overall lease management and lease compliance.

Properties and Contracts staff are responsible for inputting new lease data, updating and monitoring current leases, updating and monitoring compliance requirements, along with secondary document information for items such as bonds, insurance, construction timelines/requirements and subleases. Properties and Concessions staff will also modify/edit this data as needed.

Contract Compliance staff will access data for audit purposes, compliance review, and other regulatory requirements.

Accounting staff are responsible for accounts receivable, cash receipts, billing and various statistical and financial reporting requirements, including reporting by revenue type and customer accounts, budgeting, and forecasting. The department currently has approximately 400 active billing accounts, 500 monthly cash transactions and total annual revenues of approximately $80 million.

Other users may be in Maintenance or Operations to review a lease to determine City or tenant responsibility.

Current Technology Environment

The Aviation Department's present PMIS systems and processes do not support the needs and goals of the Aviation Department. The lack of a fully functioning PMIS solution has greatly limited the organization in making the best possible use of resources, forecasting, budgeting, invoicing, and managing tenant leases and contracts.

The Aviation Property & Business Development Coordinators currently have several means of storing data on airport tenants:

- Paper that holds vital information such as contract renewal dates, square footage of floor space and pricing
- A Database to store Insurance and Performance Guarantee information on tenants.
- SAP to store "fixed invoice" billing information.
- SAP to store certain statistical information. However, the statistical information (passenger and/or gross revenue) does not interface with the bill rules to self-generate invoices and/or benchmarking measurements such as cost per enplaned passenger, parking revenue per enplanement, revenue per square foot, etc.
- Excel files with Gross Revenue and Revenue to Airport

The Aviation Department uses components of SAP and an in-house Access database for tracking contract renewal dates, square footage of floor space, pricing, and tenant insurance information. There are several challenges with the current process:

- The Aviation Department does not have a tenant portfolio for monitoring or reporting
- Risk of errors due to multiple entry of the same information
- No reporting for allocation of costs to appropriate cost centers in accordance with current rates and charges methodology.
- No single source of information to develop management tools such as revenue per enplanement, revenue per terminal, revenue per square foot, etc.

Project Goal

The goal of the Aviation Department's deployment of a Property Management System is to have one system that will store contract information and associated statistical information pertaining to tenants at both San Antonio International and Stinson airports.

- Single point of entry for information – Less chance of error when reentering data to multiple programs. Currently, data is entered into a data base system for some of the basic lease information, SAP, individual excel files for different types of leases, etc. without equal access by the various users. The goal of one system includes:
- All information about each lease can be input into one system
- Ability to track lease space, building, ground, etc.
- Rental rates (both fixed and variable and comparisons such as minimum annual guarantee vs. percentage)
- Various contact information (corporate, local management, accounts payable, environmental, etc.)
- Various action dates (upcoming expiration date of lease, insurance, surety bonds, etc., dates for option periods, dates for planned rental rate increases, appraisal requirements, etc.) including alerts
- Maintenance responsibilities (tenant vs. airport)
- All users have access to same current information from single source
- Lease accounting (AR Tenant tracking, Invoice generation from rental information, payment processing)
- Comprehensive analysis and reporting, including break down of rates and charges and leases
- Fiscal forecast reporting (budgeting and longer term forecasts)

Invoice generation from rental information – for variable rate billings staff currently must enter information into the statistical or excel files and then manually calculate rents and reenter into SAP. This is particularly cumbersome with rents that are based on the greater of a Minimum Annual Guarantee or a percentage rent including a lease year-to-date comparison and provides a greater chance of errors in re-entry of data instead of it being generated from a single source.

- Interface to SAP for City enterprise financial integration
- Better access to historical information that can be accessed by Fiscal Year, Calendar Year, or any determined part of a year(s)
- Management Reports
- With all of the data in a single location, staff can produce reports that compare gross revenue (or revenue to the airport) to square footage, enplaned passengers, deplaned passengers, total passengers, no. of transactions, etc.
- Better ability to project revenues for budget purposes
- Month-to-month, year-to-year, year-over-year, etc. reports for comparative purposes
- Reports to Outside Agencies
- Create reports required for FAA, ACI, miscellaneous surveys (industry groups, other airport requests, bond rating agency requests, etc.)
- More efficient and effective workflow – less duplication of entries, less chance of error in reentering info
- Potential for input directly from tenants into system instead of mailing, e-mailing or faxing and having to manually re-enter the data
- Airline statistical information (passenger data, operations, landed weigh)
- Concession gross revenue reports
- Rental car gross revenue reports, daily transaction reports, CFC reports
- Parking information by parking area
- Ability to easily develop individualized dashboards and reports to meet individual needs.
- Ability to change names on leases (mergers, bankruptcies, etc.)
- Ability to identify sub-lessees and link the sublease agreement(s)

004 SCOPE OF SERVICE

Implement a new PMIS Solution

The San Antonio Aviation Department intends to purchase a proven PMIS system that is already in use and operating effectively in other airports of similar size and complexity. The Aviation Department requires an on premise, SAAS-managed, integrated system, along with software implementation, integration and maintenance support.

The City of San Antonio Aviation Department reserves the right to procure a subset of the items listed in the pricing workbook based on its own discretion. The City reserves the right to procure software licenses directly with the proposed software vendors.

The solution should either be implemented via the SAP Real Estate Management functionality, or the proposer should propose a viable alternative solution that integrates with the City of San Antonio's SAP ERP system.

005 ADDITIONAL REQUIREMENTS

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

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

Exhibits:
Insurance Requirements
Indemnification Requirements

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

Intellectual Property. If selected, Respondent agrees to abide by the following regarding intellectual property rights:

Respondent shall pay all royalties and licensing fees. Respondent shall hold the City harmless and indemnify the City from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, trademarks, trade secrets, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the City.

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

Either:

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

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

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

Respondent further agrees to:

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

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

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

Provided that:

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

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

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

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

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

Ownership and Licenses.

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

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

Respondent acknowledges and agrees that all local government records, as described in herein, produced in the course of the work required by any contract awarded pursuant to this RFCSP, will belong to and be the property of City. Respondent, if awarded this contract, will be required to turn over to City, all such records as required by said contract. Respondent, if awarded this contract, shall not, under any circumstances, release any records created during the course of performance of the contract to any entity without City’s written permission, unless required to do so by a Court of competent jurisdiction.

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

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

006 TERM OF CONTRACT

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

007 PRE-SUBMITTAL CONFERENCE

A Pre-Submittal Conference will be held at **San Antonio International Airport, Terminal A Mezzanine Conference Room, 9800 Airport Blvd., San Antonio, TX 78216** at **1:30 p.m., Central Time**, on **April 17, 2015**. 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. Respondents that are not able to attend in person may participate by Conference Call. Respondents may call the toll free number listed below and enter access code to participate the day of the conference.

Toll Free Number: 1-877-226-9790
Access code: 8813501

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 five (5) 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, "PMIS SOFTWARE AND IMPLEMENTATION, RFCSP 015-036; 6100005548", on the front of the package.

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

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

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

PROPOSAL PLAN. 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.

TECHNICAL REQUIREMENTS MATRIX. Complete and return as Attachment B.

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

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

Instructions for completing the Contracts Disclosure form:

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

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

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

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM FORM(S). Complete, sign and submit any and all SBEDA form(s), found in this RFCSP as Attachments E and F.

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

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

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

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

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

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

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

009 CHANGES TO RFCSP

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

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

010 SUBMISSION OF PROPOSALS

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

Submission of Hard Copy Proposals.

Respondent shall submit one original hardcopy, signed in ink, and five (5) 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, "PMIS Software & Implementation", "RFCSP 6100005548", 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, May 15, 2015** at the address below. Any proposal or modification received after this time shall not be considered, and will be returned, unopened to the Respondent. Respondents should note that delivery to the P.O. Box address in a timely

manner does not guarantee its receipt in the Office of the City Clerk by the deadline for submission. Therefore, Respondents should strive for early submission to avoid the possibility of rejection for late arrival.

Mailing Address:
Office of the City Clerk
Attn: Aviation Department "PMIS Software & Implementation"
P.O. Box 839966
San Antonio, Texas 78283-3966

Physical Address:
Office of the City Clerk
Attn: Aviation Department "PMIS Software & Implementation"
100 Military Plaza
2nd Floor, City Hall San Antonio, Texas 78205

Proposals sent by facsimile or email will not be accepted.

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

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

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

Correct Legal Name.

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

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

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

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

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

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

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

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

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

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

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

011 RESTRICTIONS ON COMMUNICATION

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

Exceptions to the Restrictions on Communication with City employees include:

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

Respondents may submit written questions concerning this RFCSP to the Staff Contact Person listed below until **2:00 p.m.**, Central Time, on **Tuesday, May 5, 2015**. Questions received after the stated deadline will not be answered. All questions shall be sent by e-mail or through the portal.

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

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

Respondents and/or their agents are encouraged to contact the Small Business Office of the Aviation Department for assistance or clarification with issues specifically related to the City's Small Business Economic Development Advocacy (SBEDA) Program policy and/or completion of the SBEDA form(s), **if any**. The point of contact is Ms. Lisa Brice and may be reached by telephone at (210) 207-3505 or by e-mail at lisa.brice@sanantonio.gov. Contacting the Small Business Office regarding this RFCSP after the proposal due date is not permitted.

Respondents may provide responses to questions asked of them by the Staff Contact Person after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are

conducted, Respondents shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests.

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

012 EVALUATION CRITERIA

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

Evaluation criteria:

Experience, Background, Qualifications (35 points)

Proposed Plan (25 points)

Pricing (20 points)

SBEDA – SBE Prime Contract Program (15 points)

Certified SBE firms headquartered or having a Significant Business Presence within the San Antonio Metropolitan Statistical Area responding to this solicitation as Prime Contractors proposing at least 51% SBE participation (prime and/or subcontractor) will receive fifteen (15) evaluation criteria percentage points.

No evaluation criteria percentage Points will be awarded to non-SBE Prime Contractors through subcontracting to certified SBE firms.

Mentorship Incentive (5 points)

Respondents certifying their commitment to serve as mentors in the City of San Antonio's Mentor Protégé Program will receive five (5) evaluation criteria percentage Points. Respondents document such commitment by initialing and signing the "Mentor Commitment Form" attached to this solicitation.

For qualified joint venture respondents, **each joint venture partner must initial, sign and submit** a "Mentor Commitment Form" for the joint venture respondent to receive the five (5) evaluation preference points.

013 AWARD OF CONTRACT AND RESERVATION OF RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

014 BONDS

This section left blank intentionally.

015 SOFTWARE ESCROW REQUIREMENT

This section left blank intentionally.

016 ACCEPTANCE CRITERIA

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

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

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

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

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

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

017 SCHEDULE OF EVENTS

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

RFCSP Release	April 8, 2015
Pre-Submittal Conference	Friday, April 17, 2015 at 1:30 PM, Central Time
Final Questions Accepted	Tuesday, May 5, 2015 at 2:00 PM, Central Time
Proposal Due	Friday, May 15, 2015 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 **"Property Management Information System Software & Implementation"** in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Aviation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

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

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $500,000/$500,000/$500,000
3. Broad form Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations *b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Damage to property rented by you	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage f. $100,000
4. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of $1,000,000 per occurrence

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

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

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

City of San Antonio
Attn: Aviation Department – 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 additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

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

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

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

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

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

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

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

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

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

RFCSP EXHIBIT 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.

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

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

RFCSP EXHIBIT 3

SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) PROGRAM

SBEDA Ordinance Compliance Provisions

A. Solicitation Response and Contract Requirements and Commitment

Respondent understands and agrees that the following provisions shall be requirements of this solicitation and the resulting contract, if awarded, and by submitting its Response, Respondent commits to comply with these requirements. In the absence of a waiver granted by the SBO, failure of a Prime Contractor to commit in its response, through fully-documented and signed SBO-promulgated Subcontractor/Supplier Utilization Plan form, to satisfying the SBE subcontracting goal shall render its response NON-RESPONSIVE.

Exception Request - A Respondent may, for good cause, request an Exception to the application of the SBEDA Program if the Respondent submits the *Exception to SBEDA Program Requirements Request* form *(available at http://www.sanantonio.gov/edd/SmallBusiness)* with its solicitation response. The Respondent's Exception request must fully document why: (1) the value of the contract is below the $50,000 threshold for application of the SBEDA Program; or (2) no commercially-useful subcontracting opportunities exist within the contract scope of work; or (3) the type of contract is outside of the scope of the SBEDA Ordinance. **Late Exception Requests will not be considered.**

B. SBEDA Program

The CITY has adopted a Small Business Economic Development Advocacy Ordinance (Ordinance No. 2010-06-17-0531 and as amended, also referred to as "SBEDA" or "the SBEDA Program"), which is posted on the City's Economic Development (EDD) website page and is also available in hard copy form upon request to the CITY. The SBEDA Ordinance Compliance Provisions contained in this section of the Agreement are governed by the terms of this Ordinance, as well as by the terms of the SBEDA Ordinance Policy & Procedure Manual established by the CITY pursuant to this Ordinance, and any subsequent amendments to this referenced SBEDA Ordinance and SBEDA Policy & Procedure Manual that are effective as of the date of the execution of this Agreement. Unless defined in a contrary manner herein, terms used in this section of the Agreement shall be subject to the same expanded definitions and meanings as given those terms in the SBEDA Ordinance and as further interpreted in the SBEDA Policy & Procedure Manual.

C. Definitions

Affirmative Procurement Initiatives (API) – Refers to various Small Business Enterprise, Minority Business Enterprise, and/or Women Business Enterprise ("S/M/WBE") Program tools and Solicitation Incentives that are used to encourage greater Prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals and joint venture incentives. (For full descriptions of these and other S/M/WBE program tools, see Section III. D. of Attachment A to the SBEDA Ordinance.)

Certification or "Certified" – the process by which the Small Business Office (SBO) staff determines a firm to be a bona-fide small, minority-, women-owned, or emerging small business enterprise. Emerging Small Business Enterprises (ESBEs) are automatically eligible for Certification as SBEs. Any firm may apply for multiple Certifications that cover each and every status category (e.g., SBE, ESBE, MBE, or WBE) for which it is able to satisfy eligibility standards. The SBO staff may contract these services to a regional Certification agency or other entity. For purposes of Certification, the City accepts any firm that is certified by local government entities and other organizations identified herein that have adopted Certification standards and procedures similar to those followed by the SBO, provided the prospective firm satisfies the eligibility requirements set forth in this Ordinance in Section III.E.6 of Attachment A.

Centralized Vendor Registration System (CVR) – a mandatory electronic system wherein the City requires all prospective Respondents and Subcontractors that are ready, willing and able to sell goods or services to the City to register. The CVR system assigns a unique identifier to each registrant that is then required for the purpose of submitting solicitation responses and invoices, and for receiving payments from the City. The CVR-assigned identifiers are also used by the Goal Setting Committee for measuring relative availability and tracking utilization of SBE and M/WBE firms by Industry or commodity codes, and for establishing Annual Aspirational Goals and Contract-by-Contract Subcontracting Goals.

Commercially Useful Function – an S/M/WBE firm performs a Commercially Useful Function when it is responsible for execution of a distinct element of the work of the contract and is carrying out its responsibilities by actually performing,

staffing, managing and supervising the work involved. To perform a Commercially Useful Function, the S/M/WBE firm must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quantity and quality, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether an S/M/WBE firm is performing a Commercially Useful Function, an evaluation must be performed of the amount of work subcontracted, normal industry practices, whether the amount the S/M/WBE firm is to be paid under the contract is commensurate with the work it is actually performing and the S/M/WBE credit claimed for its performance of the work, and other relevant factors. Specifically, an S/M/WBE firm does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of meaningful and useful S/M/WBE participation, when in similar transactions in which S/M/WBE firms do not participate, there is no such role performed. The use of S/M/WBE firms by CONTRACTOR to perform such "pass-through" or "conduit" functions that are not commercially useful shall be viewed by the CITY as fraudulent if CONTRACTOR attempts to obtain credit for such S/M/WBE participation towards the satisfaction of S/M/WBE participation goals or other API participation requirements. As such, under such circumstances where a commercially useful function is not actually performed by the S/M/WBE firm, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor or joint venture partner towards attainment of S/M/WBE utilization goals, and the CONTRACTOR and S/M/WBE firm may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

Evaluation Preference – an API that may be applied by the Goal Setting Committee ("GSC") to Construction, Architectural & Engineering, Professional Services, Other Services, and Goods and Supplies contracts that are to be awarded on a basis that includes factors other than lowest price, and wherein responses that are submitted to the City by S/M/WBE firms may be awarded additional Points in the evaluation process in the scoring and ranking of their proposals against those submitted by other prime CONTRACTORs or Respondents.

Good Faith Efforts – documentation of the CONTRACTOR's or Respondent's intent to comply with S/M/WBE Program Goals and procedures including, but not limited to, the following: (1) documentation within a solicitation response reflecting the Respondent's commitment to comply with SBE or M/WBE Program Goals as established by the GSC for a particular contract; or (2) documentation of efforts made toward achieving the SBE or M/WBE Program Goals (e.g., timely advertisements in appropriate trade publications and publications of wide general circulation; timely posting of SBE or M/WBE subcontract opportunities on the City of San Antonio website; solicitations of bids/proposals/qualification statements from all qualified SBE or M/WBE firms listed in the Small Business Office's directory of certified SBE or M/WBE firms; correspondence from qualified SBE or M/WBE firms documenting their unavailability to perform SBE or M/WBE contracts; documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for SBE or M/WBE firms; documentation of a Prime Contractor's posting of a bond covering the work of SBE or M/WBE Subcontractors; documentation of efforts to assist SBE or M/WBE firms with obtaining financing, bonding or insurance required by the Respondent; and documentation of consultations with trade associations and consultants that represent the interests of SBE and/or M/WBEs in order to identify qualified and available SBE or M/WBE Subcontractors.) The appropriate form and content of CONTRACTOR's Good Faith Efforts documentation shall be in accordance with the SBEDA Ordinance as interpreted in the SBEDA Policy & Procedure Manual.

HUBZone Firm − a business that has been certified by U.S. Small Business Administration for participation in the federal HUBZone Program, as established under the 1997 Small Business Reauthorization Act. To qualify as a HUBZone firm, a small business must meet the following criteria: (1) it must be owned and Controlled by U.S. citizens; (2) at least 35 percent of its employees must reside in a HUBZone; and (3) its Principal Place of Business must be located in a HUBZone within the San Antonio Metropolitan Statistical Area. [See 13 C.F.R. 126.200 (1999).]

Independently Owned and Operated – ownership of an SBE firm must be direct, independent and by Individuals only. Ownership of an M/WBE firm may be by Individuals and/or by other businesses provided the ownership interests in the M/WBE firm can satisfy the M/WBE eligibility requirements for ownership and Control as specified herein in Section III.E.6. The M/WBE firm must also be Independently Owned and Operated in the sense that it cannot be the subsidiary of another firm that does not itself (and in combination with the certified M/WBE firm) satisfy the eligibility requirements for M/WBE Certification.

Individual − an adult person that is of legal majority age.

Industry Categories – procurement groupings for the City of San Antonio inclusive of Construction, Architectural & Engineering (A&E), Professional Services, Other Services, and Goods & Supplies (i.e., manufacturing, wholesale and retail distribution of commodities). This term may sometimes be referred to as "business categories."

Minority/Women Business Enterprise (M/WBE) – firm that is certified as a Small Business Enterprise and also as either a Minority Business Enterprise or as a Women Business Enterprise, and which is at least fifty-one percent (51%) owned,

managed and Controlled by one or more Minority Group Members and/or women, and that is ready, willing and able to sell goods or services that are purchased by the City of San Antonio.

M/WBE Directory – a listing of minority- and women-owned businesses that have been certified for participation in the City's M/WBE Program APIs.

Minority Business Enterprise (MBE) – any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified a Small Business Enterprise and also as being at least fifty-one percent (51%) owned, managed and controlled by one or more Minority Group Members, and that is ready, willing and able to sell goods or services that are purchased by the CITY. To qualify as an MBE, the enterprise shall meet the Significant Business Presence requirement as defined herein. Unless otherwise stated, the term "MBE" as used in this Ordinance is not inclusive of women-owned business enterprises (WBEs).

Minority Group Members – African-Americans, Hispanic Americans, Asian Americans and Native Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:

> African-Americans: Persons having origins in any of the black racial groups of Africa as well as those identified as Jamaican, Trinidadian, or West Indian.
>
> Hispanic-Americans: Persons of Mexican, Puerto Rican, Cuban, Spanish or Central and South American origin.
>
> Asian-Americans: Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
>
> Native Americans: Persons having no less than $1/16^{th}$ percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents.

Originating Department – the CITY department or authorized representative of the CITY which issues solicitations or for which a solicitation is issued.

Payment – dollars actually paid to CONTRACTORS and/or Subcontractors and vendors for CITY contracted goods and/or services.

Points – the quantitative assignment of value for specific evaluation criteria in the vendor selection process used in some Construction, Architectural & Engineering, Professional Services, and Other Services contracts (e.g., up to 10 points out of a total of 100 points assigned for S/M/WBE participation as stated in response to a Request for Proposals).

Prime Contractor – the vendor or contractor to whom a purchase order or contract is issued by the City of San Antonio for purposes of providing goods or services for the City. For purposes of this agreement, this term refers to the CONTRACTOR.

Relevant Marketplace – the geographic market area affecting the S/M/WBE Program as determined for purposes of collecting data for the MGT Studies, and for determining eligibility for participation under various programs established by the SBEDA Ordinance, is defined as the San Antonio Metropolitan Statistical Area (SAMSA), currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson.

Respondent – a vendor submitting a bid, statement of qualifications, or proposal in response to a solicitation issued by the City. For purposes of this agreement, CONTRACTOR is the Respondent.

Responsible – a firm which is capable in all respects to fully perform the contract requirements and has the integrity and reliability which will assure good faith performance of contract specifications.

Responsive – a firm's submittal (bid, response or proposal) conforms in all material respects to the solicitation (Invitation for Bid, Request for Qualifications, or Request for Proposal) and shall include compliance with S/M/WBE Program requirements.

San Antonio Metropolitan Statistical Area (SAMSA) – also known as the Relevant Marketplace, the geographic market area from which the CITY's MGT Studies analyzed contract utilization and availability data for disparity (currently including the counties of Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina and Wilson).

SBE Directory - a listing of small businesses that have been certified for participation in the City's SBE Program APIs.

Significant Business Presence – to qualify for this Program, a S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the Relevant Marketplace, defined as: an established place of business in one or more of the eight counties that make up the San Antonio Metropolitan Statistical Area (SAMSA), from which 20% of its full-time, part-time and contract employees are regularly based, and from which a substantial role in the S/M/WBE's performance of a Commercially Useful Function is conducted. A location utilized solely as a post office box, mail drop or telephone message center or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

Small Business Enterprise (SBE) – a corporation, partnership, sole proprietorship or other legal entity for the purpose of making a profit, which is Independently Owned and Operated by Individuals legally residing in, or that are citizens of, the United States or its territories, and which meets the U.S. Small Business Administration (SBA) size standard for a small business in its particular industry(ies) and meets the Significant Business Presence requirements as defined herein.

Small Business Office (SBO) – the office within the Economic Development Department (EDD) of the CITY that is primarily responsible for general oversight and administration of the S/M/WBE Program.

Small Business Office Manager – the Assistant Director of the EDD of the CITY that is responsible for the management of the SBO and ultimately responsible for oversight, tracking, monitoring, administration, implementation and reporting of the S/M/WBE Program. The SBO Manager is also responsible for enforcement of contractor and vendor compliance with contract participation requirements, and ensuring that overall Program goals and objectives are met.

Small Minority Women Business Enterprise Program (S/M/WBE Program) – the combination of SBE Program and M/WBE Program features contained in the SBEDA Ordinance.

Subcontractor – any vendor or contractor that is providing goods or services to a Prime Contractor or CONTRACTOR in furtherance of the Prime Contractor's performance under a contract or purchase order with the City. A copy of each binding agreement between the CONTRACTOR and its subcontractors shall be submitted to the CITY prior to execution of this contract agreement and any contract modification agreement.

Suspension – the temporary stoppage of the SBE or M/WBE firm's beneficial participation in the CITY's S/M/WBE Program for a finite period of time due to cumulative contract payments the S/M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section III.E.7 of Attachment A to the SBEDA Ordinance, or the temporary stoppage of CONTRACTOR's and/or S/M/WBE firm's performance and payment under CITY contracts due to the CITY's imposition of Penalties and Sanctions set forth in Section III.E.13 of Attachment A to the SBEDA Ordinance.

Subcontractor/Supplier Utilization Plan – a binding part of this contract agreement which states the CONTRACTOR's commitment for the use of Joint Venture Partners and / or Subcontractors/Suppliers in the performance of this contract agreement, and states the name, scope of work, and dollar value of work to be performed by each of CONTRACTOR's Joint Venture partners and Subcontractors/Suppliers in the course of the performance of this contract, specifying the S/M/WBE Certification category for each Joint Venture partner and Subcontractor/Supplier, as approved by the SBO Manager. Additions, deletions or modifications of the Joint Venture partner or Subcontractor/Supplier names, scopes of work, of dollar values of work to be performed requires an amendment to this agreement to be approved by the EDD Director or designee.

Women Business Enterprises (WBEs) - any legal entity, except a joint venture, that is organized to engage in for-profit transactions, that is certified for purposes of the SBEDA Ordinance as being a Small Business Enterprise and that is at least fifty-one percent (51%) owned, managed and Controlled by one or more non-minority women Individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing and able to sell goods or services that are purchased by the City and that meets the Significant Business Presence requirements as defined herein. Unless otherwise stated, the term "WBE" as used in this Agreement is not inclusive of MBEs.

D. SBEDA Program Compliance – General Provisions

As CONTRACTOR acknowledges that the terms of the CITY's SBEDA Ordinance, as amended, together with all requirements, guidelines, and procedures set forth in the CITY's SBEDA Policy & Procedure Manual are in furtherance of the CITY's efforts at economic inclusion and, moreover, that such terms are part of CONTRACTOR's scope of work as referenced in the CITY's formal solicitation that formed the basis for contract award and subsequent execution of this Agreement, these SBEDA Ordinance requirements, guidelines and procedures are hereby incorporated by reference into this Agreement, and are considered by the Parties to this Agreement to be material terms. CONTRACTOR voluntarily agrees to fully comply with these SBEDA program terms as a condition for being awarded this contract by the CITY.

Without limitation, CONTRACTOR further agrees to the following terms as part of its contract compliance responsibilities under the SBEDA Program:

1. CONTRACTOR shall cooperate fully with the Small Business Office and other CITY departments in their data collection and monitoring efforts regarding CONTRACTOR's utilization and payment of Subcontractors, S/M/WBE firms, and HUBZone firms, as applicable, for their performance of Commercially Useful Functions on this contract including, but not limited to, the timely submission of completed forms and/or documentation promulgated by SBO, through the Originating Department, pursuant to the SBEDA Policy & Procedure Manual, timely entry of data into monitoring systems, and ensuring the timely compliance of its Subcontractors with this term;

2. CONTRACTOR shall cooperate fully with any CITY or SBO investigation (and shall also respond truthfully and promptly to any CITY or SBO inquiry) regarding possible non-compliance with SBEDA requirements on the part of CONTRACTOR or its Subcontractors or suppliers;

3. CONTRACTOR shall permit the SBO, upon reasonable notice, to undertake inspections as necessary including, but not limited to, contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview Subcontractors and workers to determine whether there has been a violation of the terms of this Agreement;

4. CONTRACTOR shall immediately notify the SBO, in writing on the Change to Utilization Plan form, through the Originating Department, of any proposed changes to CONTRACTOR's Subcontractor / Supplier Utilization Plan for this contract, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor / Supplier in accordance with the applicable Affirmative Procurement Initiative. All proposed changes to the Subcontractor / Supplier Utilization Plan including, but not limited to, proposed self-performance of work by CONTRACTOR of work previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope of work and value of work awarded to Subcontractors or suppliers, shall be subject to advanced written approval by the Originating Department and the SBO.

5. CONTRACTOR shall immediately notify the Originating Department and SBO of any transfer or assignment of its contract with the CITY, as well as any transfer or change in its ownership or business structure.

6. CONTRACTOR shall retain all records of its Subcontractor payments for this contract for a minimum of four years or as required by state law, following the conclusion of this contract or, in the event of litigation concerning this contract, for a minimum of four years or as required by state law following the final determination of litigation, whichever is later.

7. In instances wherein the SBO determines that a Commercially Useful Function is not actually being performed by the applicable S/M/WBE or HUBZone firms listed in a CONTRACTOR's Subcontractor / Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE or HUBZone subcontractor(s) or joint venture partner(s) toward attainment of S/M/WBE or HUBZone firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms or HUBZone firms may be subject to sanctions and penalties in accordance with the SBEDA Ordinance.

8. CONTRACTOR acknowledges that the CITY will not execute a contract or issue a Notice to Proceed for this project until the CONTRACTOR and each of its Subcontractors for this project have registered and/or maintained active status in the CITY's Centralized Vendor Registration System, and CONTRACTOR has represented to CITY which primary commodity codes each registered Subcontractor will be performing under for this contract.

E. SBEDA Program Compliance – Affirmative Procurement Initiatives

The CITY has applied the following contract-specific Affirmative Procurement Initiatives to this contract. CONTRACTOR hereby acknowledges and agrees that the selected API requirement shall also be extended to any change order or subsequent contract modification and, absent SBO's granting of a waiver, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Agreement:

SBE Prime Contract Program. In accordance with the SBEDA Ordinance, Section III. D. 7. (a), this contract is being awarded pursuant to the SBE Prime Contract Program, and as such, CONTRACTOR affirms that if it is presently certified as an SBE, CONTRACTOR agrees not to subcontract more than 49% of the contract value to a non-SBE firm; **and**

SBE Mentor Protégé Program. In accordance with the SBEDA Ordinance, Section III. D. 7. (c), this contract is being awarded pursuant to the SBE Mentor Protégé Program and, if included in the CONTRACTOR'S proposal, CONTRACTOR shall comply with all requirements of the Program in accordance with CONTRACTOR's signed Mentorship Commitment Form.

F. Commercial Nondiscrimination Policy Compliance

As a condition of entering into this Agreement, the CONTRACTOR represents and warrants that it has complied with throughout the course of this solicitation and contract award process, and will continue to comply with, the CITY's Commercial Nondiscrimination Policy, as described under Section III. C. 1. of the SBEDA Ordinance. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or, on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for Subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the CITY's Relevant Marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of the company from participating in CITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CONTRACTOR's certification of its compliance with this Commercial Nondiscrimination Policy as submitted to the CITY pursuant to the solicitation for this contract is hereby incorporated into the material terms of this Agreement. CONTRACTOR shall incorporate this clause into each of its Subcontractor and supplier agreements entered into pursuant to CITY contracts.

G. Prompt Payment

Upon execution of this contract by CONTRACTOR, CONTRACTOR shall be required to submit to CITY accurate progress payment information with each invoice regarding each of its Subcontractors, including HUBZone Subcontractors, to ensure that the CONTRACTOR's reported subcontract participation is accurate. CONTRACTOR shall pay its Subcontractors in compliance with Chapter 2251, Texas Government Code (the "Prompt Payment Act") within ten days of receipt of payment from CITY. In the event of CONTRACTOR's noncompliance with these prompt payment provisions, no final retainage on the Prime Contract shall be released to CONTRACTOR, and no new CITY contracts shall be issued to the CONTRACTOR until the CITY's audit of previous subcontract payments is complete and payments are verified to be in accordance with the specifications of the contract.

H. Violations, Sanctions and Penalties

In addition to the above terms, CONTRACTOR acknowledges and agrees that it is a violation of the SBEDA Ordinance and a material breach of this Agreement to:

1. Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE, HUBZone firm, Emerging M/WBE, or ESBE for purposes of benefitting from the SBEDA Ordinance;

2. Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the SBEDA Ordinance;

3. Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE or HUBZone firm;

4. Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the SBEDA Ordinance; and

5. Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the SBEDA Ordinance.

Any person who violates the provisions of this section shall be subject to the provisions of Section III. E. 13. of the SBEDA Ordinance and any other penalties, sanctions and remedies available under law including, but not limited to:

1. Suspension of contract;

2. Withholding of funds;

3. Rescission of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;

4. Refusal to accept a response or proposal; and

5. Disqualification of CONTRACTOR or other business firm from eligibility for providing goods or services to the City for a period not to exceed two years (upon City Council approval).

RFCSP EXHIBIT 4

CITY OF SAN ANTONIO TECHNICAL STANDARDS

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 5

CITY OF SAN ANTONIO SECURITY POLICY

ATTACHED AS A SEPERATE DOCUMENT

RFCSP EXHIBIT 6

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

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

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

Principal Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No:_____

Website address:_____

Year established: _____

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

Social Security Number or Federal Employer Identification Number: _____

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

DUNS NUMBER: _____

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

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

Printed Name of Contract Signatory: _____
Job Title: _____

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

_____
_____
_____

Provide address of office from which this project would be managed:
City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Annual Revenue: $_____

Total Number of Employees: _____

Total Number of Current Clients/Customers: _____

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

_____
_____
_____

List Related Companies:

_____
_____
_____

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

   Name: _____ Title: _____

   Address: _____

   City: _____State: _____Zip Code: _____

   Telephone No._____ Fax No: _____

   Email: _____

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

   Yes ___ No ___

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

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

   _____

   _____

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

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

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

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

      Years _____ Months_____

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

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

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

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

      Years _____ Months_____

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

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

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

_____

_____

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

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

_____

_____

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

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

_____

_____

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

_____

_____

11. Previous Contracts:

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

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

_____

_____

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

_____

_____

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

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

_____

_____

REFERENCES

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

Reference No. 1:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Date and Type of Service(s) Provided: _____

_____

Contact Email Address: _____

Reference No. 2:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Date and Type of Service(s) Provided: _____

_____

Contact Email Address: _____

Reference No. 3:

Firm/Company Name _____

Contact Name: _____ Title: _____

Address: _____

City: _____State: _____Zip Code: _____

Telephone No._____ Fax No: _____

Date and Type of Service(s) Provided: _____

_____

Contact Email Address: _____

EXPERIENCE, BACKGROUND, QUALIFICATIONS

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

1. State Respondent's primary line of business and provide the requested information:

   Primary Business: _____

   Years in Primary Business: _____ Years

   Percentage of 2014 Revenue Derived from Primary Business: _____%

2. Indicate any other lines of business in which Respondent is involved:

   Other Lines of Business: _____

   Percentage of 2014 Revenue Derived from Other Lines of Business: ____%

3. State the number of years experience the Respondent has in:

   Providing Aviation-related PMIS System Implementation Services: _____ Years

4. State the number Property Management Information System development and implementation projects Respondent has completed for medium or large hub airports: _____ Projects

5. Describe Respondent's experience with implementing SAP as a PMIS and/or integration of PMIS with SAP as an airport PMIS solution.

6. Does the responded have experience with interfacing their application with external applications such as, but not limited to, SAP and CMMS? If so, provide list of customers and interfaces: Company name, Type of business, City & State.

7. Provide the following information for five relevant projects performed, preferably within an aviation environment, over the past ten years. (Do not include projects performed for the City of San Antonio and/or its Aviation Department.)

   a. Brief description of the scope of service performed, dollar value, and date of service.
   b. Identify associated results or impacts of each project performed, as well as any challenges and resolution.
   c. Provide name(s) of the individuals that were responsible for leading and completing the major tasks within each project listed
   d. Describe how the Respondent's experience on these projects has prepared Respondent to undertake this RFP's Scope of Services.

8. List the customers currently using the proposed solution, specifically other airports. Include company name, type of business, city & state.

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

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

11. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.

12. State the name of the Project Manager that will be assigned to the City's project if Respondent is selected.

    Project Manager: _____

13. State the number of years experience the Project Manger has with managing PMIS implementations for governmental entities.

    _____ Years

14. State the number of PMIS projects the Project Manager has managed for medium or large hub airports.

    _____ Projects

15. Provide a list of project team members and include the following information for each with a focus on airport-specific experience (including the Project Manager):

    a. Name;
    b. Title;
    c. Availability to work on City's project.
    d. Role and expected percentage of time to be dedicated to the City's project;
    e. Brief description of relevant experience on similar projects;
    f. Professional qualifications (such as licenses, certifications, association memberships, etc.) that they hold or have been awarded; and
    g. Educational attainment

16. 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 ventures and/or sub-contractors have worked together in the past.

17. Provide a statement regarding the Respondent's availability to commence work and any concurrent commitments that might impede progress on this project. Include a list of all current and pending projects and anticipated date of completion of current projects as of the proposal due date. Indicate other known projects to which the Respondent will be committed during the term of this project, if selected.

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

PROPOSED PLAN

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

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

1. Functional Solution

Respondent shall complete and submit the Functional Requirements Matrix (attached as a separate document).

For each requirement, Respondents should indicate with "Yes" or "No" whether the requirement is addressed by the proposed solution. The Respondent's "Yes" or "No" response to each requirement should be placed within the column that correlates to how the proposed solution will meet that requirement. Only one column requires a response per requirement. Use the "Vendor Explanation" column for numeric or textual explanations.

The four options are:

1. **Out of Box –**An out of the box feature or functionality, Is a feature or functionality of your product and will works immediately after installation without any configuration or modification
2. **Supported through Product Configuration?** – use this column when the requirement is met by the proposed solution, either in its original unmodified state or through the use of System Configurations.
3. **Supported through Customization? (included in price)**– use this column when the requirement is met by Customizations to support proposed solution.
4. **Delivered after customization for an additional cost.** Provide cost and explanation.
5. **Requires Integration with Third Party Product or Respondent?** – use this column when the requirement can only be met through the use and integration of a third-party product or solution.

Respondent may provide clarifications to their responses using the provided Comments column. Respondents should address all requirements included in the requirements matrix.

In addition to completing the functional requirements matrix, the Respondent must provide a narrative overview of how the proposed solution will meet functional requirements as outlined in the following sections.

2. Production Support and Transition

The Respondent must provide their proposed production support and transition approach. The Respondent's proposal must provide information that can be used by the City to evaluate the Respondent's knowledge of, and intended approach to, provide production support and transition.

- Description of the production preparation and support proposed
- Description of the transition approach and methodology proposed
- Respondent's approach and methodology to provide optional application management, technical support, system enhancements, and other related support activities
- Proposed software license agreements and maintenance agreements

3. Methodology Documentation

The Respondent must provide project documents available electronically in software versions that are PC compatible with the software being utilized at the City of San Antonio (e.g., Microsoft Word, Visio, Project, Windows operating system, etc.).

The following table provides a listing of project documents that could be provided in the Proposed Plan – these deliverables are mere suggestions – Respondents should include specific deliverables in their Proposed Plan and submit a detailed description of how they propose to meet the propose deliverables.

1. **Work Plan**

   Frequency: Once to establish base plan; Subsequent formal submittals will be required for formal approval of changed baseline dates. The Respondent is required to track actual schedule versus the baseline approved schedule and to maintain the plan updated on at least a weekly basis.

   - Detailed schedule in MS Project for key activities including project tasks, deliverables, and knowledge transfer activities
   - A work breakdown structure
   - Include risk events identified based on activities in the WBS; a "cause" of the risk should be provided for each
   - A logical sequence of tasks and deliverables
   - A clear narrative definition of each task and deliverable
   - A specific target completion date for each task and deliverable
   - Task and deliverable relationships and dependencies
   - Identification of the critical path for the work plan to allow the determination of impacts of any schedule slippage.
   - The Project Work Plan "actual" schedule is required to be maintained current on at least a weekly basis.

2. **Project Kickoff Presentation**

   This deliverable is a presentation to familiarize project team members with the project. The presentation includes the following topics:

   - Project Overview
   - Project Schedule (high level)
   - Objectives and Definitions
   - Process
   - Artifacts
   - Roles and Responsibilities
   - Keys to Success
   - Next Steps
   - Questions and Answers (Q&A)
   - Resources

3. **Project Management Plan**

   - General project information — describes planning information such as project scope, roles and responsibilities
   - Monitoring and control information — describes methods for gauging and ensuring the project is implemented as planned. Includes issue and action item management
   - Quality Management Information — includes methods for quality planning, quality assurance, and quality control
   - Describes project scope, resource requirements, work activities, and methods for gauging performance throughout the project life cycle.
   - Planning, management, and control activities that support the project from startup through closure.
   - PMO organization chart outlining the responsibilities and skill set for each role.
   - Protocols for communicating status including sample status reports, meeting schedule, and agenda.
   - Deliverable creation, review and approval process.
   - Stakeholders
   - Status Reporting Standards
   - Project Team structure, external interfaces, the roles and responsibilities of project team members, including the name of the staff person who will be responsible for the project, and accountability.
   - Scope Management Plan. This plan documents the project vision and goals, in- and out-of-scope items and their prioritization, dependencies between the scope items, and risks associated with the inclusion and removal of items from scope. The plan also defines the process used to modify project scope.
   - The Schedule Management Plan including:
   - How the project schedule will be monitored for variances

- What types of corrective actions will be taken to address schedule variances during the life of the project
- The process, roles, and responsibilities involved in making changes to the project schedule.

4. Risk Management Plan

This deliverable documents a disciplined approach for the continual assessment of what could go wrong. The Risk Management Plan includes the following:

- Integration with the City of San Antonio governance processes
- Process to Identify and manage risks
- Process to Identify the severity and quantify the potential impact of each identified risk
- Process to Quantify the probability of each identified risk
- Process for supporting the development of risk mitigation plans for each identified risk
- Guidance for assessing the efficacy of risk mitigation actions
- Description of work products and processes for assessing and controlling risks
- Escalation mechanisms for risks

5. Communications Management Plan

Establishes a consistent method for communication planning, management, methods and activities needed to ensure timely and appropriate collection, generation, dissemination, storage, and disposition of project information.

This deliverable includes an end-user support communication plan.

The Communication Management Plan must detail the varying levels and needs of the project's stakeholders for information regarding the project, status, accomplishments, impact on stakeholders, etc. The Communication Management Plan must define the communication vehicles, target stakeholders, scope and frequency of the project's communications vehicles. As part of Communication Management, Issues must be logged and reported weekly and the plan must detail the escalation mechanisms for Issue resolution

6. Status Reporting

Weekly status reports may include:

- Status of work completed against the Project Work Plan
- Objectives for the next reporting period
- Client responsibilities for the next reporting period
- Recovery plan for all work activities not tracking to the approved schedule
- Projected completion dates compared to approved baseline key dates
- Escalated risks, issues (including schedule and budget), and Action items
- Disposition of escalated or critical issues and risks
- Important decisions
- Actual/projected Project Work Plan dates versus baseline Project Work Plan milestone dates
- One-page graphical summary of the Project Work Plan status of all major tasks and subtasks

Vendor must also provide a monthly status report on the 5th day of the month or the following business day.

7. Application Design Specification

This deliverable will contain the design specifications for configuring the COTS product to address the business requirements.

The deliverable will include, but not limited to, the following:

- Detailed workflow information
- Process flow diagram(s)
- Application configuration specifications
- Business rules

Optionally, Respondent may create multiple Application Design Specifications where each document deliverable addresses a specific configuration aspect of the COTS product.

8. **Interface Design Specification**
   This deliverable will contain the design specifications for all system interfaces interacting with the new solution.
   - The deliverable will include the following design specifications:
   - Identify all interfaces between the new solution and each system/application
   - Define service-based interface specifications including all input/output parameters and data types

   Mapping source and destination of each interface field (e.g., database table name/field)

9. **Report Design Specification**
   This deliverable will contain the design specifications for all reports to be produced by the new solution. This includes, but not limited to:
   - Data merged letters, correspondences, and forms
   - Standardized and parameterized reports
   - Ad-hoc query and reporting
   - The deliverable will include the following design specifications:
   - Mock report layouts (look and feel)
   - Identify report fields and parameters (as applicable)
   - Mapping database fields to report fields
   - Identify all functional and non-functional reporting requirements
   - Document required ad-hoc query and reporting functionality

10. **Prototype Scope and Design**
    The Prototype Scope and Design defines the scope, requirements, success factors, and design of a small subset of the final system's overall functionality.

11. **Prototype Completion Report**
    The success demonstration of the prototype will include:
    - Successful demonstration of the prototype per approved Prototype Scope and Design document
    - Feedback, outcomes and findings to be considered for the subsequent implementation efforts

12. **Environment Management Plan**
    The environment management plan must include:
    - Plan and schedule for working with City to secure the requisite software/hardware for the solution for all environments (e.g., development, test, production, etc.)
    - Infrastructure architecture for all environments
    - Strategy for managing the promotion of the solution from development through to production environments.
    - Configuration Management methodology

13. **Test Management Plan**
    - Software testing strategy, methodology processes, standards and guidelines for all software testing and conversion testing activities
    - Specification of entrance and exit criteria for each of the test events.
    - Templates and standards for all testing artifacts and deliverables
    - Definition of testing metrics and how the metrics are recorded and reported (e.g., number of open test defects)
    - Standards for establishing traceability from requirements in the requirements repository to test cases.

14. **Initial Product Training**
    Respondent shall conduct initial product training with core project team members and SMEs. This includes:
    - Provide overview of product(s)
    - Demonstrate how product addresses key business requirements
    - Provide content and training materials to be used for training
    - Plan for measuring the effectiveness of the training

15. **Training Plan**
    The training plan must include:
    - Plan and schedule for providing on-site "train the trainer" sessions

- Plan and schedule for providing configuration training sessions
- Plan and schedule for providing system administration training sessions
- All content and training materials to be used for training
- Plan for obtaining feedback for testing and evaluating training materials
- Plan for measuring the effectiveness of the training

Technical training sessions shall provide documentation that include, but not limited to:

- Product Technical Guide/Manual
- Product's Database Schema/Model and Data Dictionary

16. Data Conversion Plan

This plan must specify what and how data conversion (Legacy System to new solution) will function. This plan must include, but not be limited by the following:

- Description of conversion Methodology (e.g., processes to extract data, processes to validate data, documentation of data)
- Description of manual conversion processes that cannot be automated
- Milestones, targets
- How much history is converted out of each system
- List of data to not convert
- Manual data entry and error correction after conversion
- Plan for testing and validating converted data

17. Change Management Plan

The change management plan must include:

- Change management strategy
- Prepare for organizational readiness for the new solution
- Execute and lead change management strategy with City to ensure successful transition and adoption of new solution

18. Iteration Test Plan

Frequency: Once Each Iteration

Deliverable contains, at a minimum, the following components relating to the release or iteration:

- Test Objectives (tangible goals)
- Test Scope
- Test Approach, including unit and integration testing
- Assumptions
- Test Strategy
- Test Plan
  - Roles and Responsibility (include support activities)
  - Test Schedule
  - Resource Allocation, including planning, execution and support where designated
  - Major Testing Milestones (including turnover to test stages for which do not have primary responsibility as well as those representing participation and support for other test stages/levels)
  - Resource Requirements
  - Contingencies
- Test Data Strategy
- Test Environment Build Strategy
- Environment List that includes the following for each environment that will be used for each test stage
- Test Management and Reporting Procedures
  - Test Reports (frequency and format description)
- Test Deliverables:
  - Test cases/scenarios
  - Test scripts

- Test records
- Tools and outputs (specifies LAST failure thresholds and delta change with baseline comparison)
- Error logs and execution logs
- Fully documented defect reports
- Requirements Traceability

- Description of the approach for regression testing
- Standards for establishing traceability from requirements in the requirements repository to test cases.

19. Iteration System Test Report

Frequency: Once Each Iteration

This phase of testing involves testing the System's functionality end-to-end, including testing all interfaces to internal and external systems. It is the City of San Antonio's expectation that this test is conducted in a Production-like environment and is conducted by the Respondent's testing team that is independent of the development team. This test must also ensure that the conversion and use of legacy system data does not generate any errors. The Responder will perform System qualification testing until all major errors, as defined by the City of San Antonio, have been remediated within the System (e.g. missing key functionality, computational errors etc.).

For Iterations 2+, the Responder will be responsible for regression testing for the new solution. Regression Testing encompasses the re-running of previously completed test cases after new functionality or bug fixes have been added to the System. The Responder is expected, through Regression Testing, to ensure that any changes made to the new System have not broken previously working System functionality.

This deliverable includes:

- Evidence for the completion of the exit criteria for Iteration System Testing.
- An Iteration System Test Certification Form that contains the signatures of representatives of all non-Respondent impacted development teams that may be supporting applications and technologies impacted by the changes in the Iteration. This readiness certification will be the Respondent's statement that the System has passed all internal testing and is now ready for User Acceptance Testing (UAT). Once the Readiness Certification has been delivered, the Respondent will set up a System walkthrough with representative the City of San Antonio project team members. The walkthrough will demonstrate that all areas of the System are working properly and match Requirements. If any errors (other than cosmetic errors) are found during the demonstration, the UAT may not proceed.

20. Iteration User Acceptance Testing (UAT) Report

Frequency: Once Each Iteration

This deliverable includes:

- Evidence for the completion of the exit criteria for Iteration System Testing.
- An Iteration User Acceptance Test (UAT) Certification Form that contains the signatures of representatives of all non-Respondent impacted development teams that may be supporting applications and technologies impacted by changes in the Iteration. This readiness certification will be the Respondent's statement that the System has passed all User Acceptance Testing (UAT). Once the Readiness Certification has been delivered, the Respondent will set up a System walkthrough with representative the City of San Antonio project team members. The walkthrough will demonstrate that all areas of the System are working properly and match Requirements. If any errors (other than cosmetic errors) are found during the demonstration, the production deployment may not be approved.

21. Iteration Deployment Plan

Frequency: Once Each Iteration

- Contingency and rollback plan if deployment is unsuccessful
- Plan for physical deployment of application components Smoke test plan that includes steps to verify that deployed application is functioning correctly
- Criteria for approving the production use of application
- Anticipated downtime with user impact
- Data Synchronization Steps
- User and service desk communication plan

- Final deployment approval steps
- Duration of deployment activities and required resources

22. Production Environment

Establishes the production environment to deploy the solution and the deliverable includes:

- Appropriate capacity
- Failover capability
- Disaster Recovery and Business Continuation Plan
- Licensing of 3rd party products

Identifies the process, procedures, and scripts necessary to deploy and maintain the solution into the production environment

23. Service Level Agreement

The Service Level Agreement must include:

- Plan for application maintenance process and procedures
- Plan for adding, testing, and deploying modifications or enhancements to the solution
- Plan for knowledge transfer of configured system to the City of San Antonio staff
- All content and training materials to be used for training
- Plan for obtaining feedback for testing and evaluating training materials
- Plan for measuring the effectiveness of the training

Note: The City of San Antonio may optionally elect for the Respondent to provide application maintenance and support. Exercising this option does not preclude the Respondent in providing this deliverable.

The City of San Antonio reserves the right to waive the review and approval of Respondent work products. The City of San Antonio approval of the Respondent's work product will not relieve the Respondent from liability for defects, errors or omissions in the work product that may be discovered after such approval.

RFCSP ATTACHMENT B

TECHNICAL REQUIREMENTS MATRIX

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT C

CONTRACTS DISCLOSURE FORM

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

Instructions for completing the Contracts Disclosure form are listed below:

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

RFCSP ATTACHMENT D

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 E

SBEDA FORM

SUBCONTRACTOR/SUPPLIER UTILIZATION PLAN

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT F

SBEDA FORM

MENTORSHIP INCENTIVE COMMITMENT FORM

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT G

PRICING SCHEDULE

ATTACHED AS A SEPARATE DOCUMENT

RFCSP ATTACHMENT H

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 I

SIGNATURE PAGE

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

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

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

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

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

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

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

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

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

Acknowledgement of Prohibition regarding Campaign and Officeholder Contributions

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

_____
Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

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

_____
Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

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

_____
Co-Respondent Entity Name

Signature: _____

Printed Name: _____

Title: _____

Email Address:_____

RFCSP ATTACHMENT J

PROPOSAL CHECKLIST

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

Document	Initial to Indicate Document is Attached to Proposal
Table of Contents	
Respondent Questionnaire RFCSP Attachment A, Part One	
Experience, Background, Qualifications RFCSP Attachment A, Part Two	
Proposed Plan RFCSP Attachment A, Part Three	
Technical Requirements Matrix RFCSP Attachment B	
Contracts Disclosure form RFCSP Attachment C	
Litigation Disclosure RFCSP Attachment D	
*SBEDA Subcontractor/Supplier Utilization Plan RFCSP Attachment E	
*SBEDA Mentorship Incentive Commitment Form RFCSP Attachment F	
Pricing Schedule RFCSP Attachment G	
*VOSBPP Tracking Form RFCSP Attachment H	
*Signature Page RFCSP Attachment I	
Proposal Checklist RFCSP Attachment J	
Proof of Insurability (See RFCSP Exhibit 1) Insurance Provider's Letter Copy of Current Certificate of Insurance	
Financial Information	
One (1) Original, five (5) 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.

Statement of Work

City of San Antonio
Property Management
Information System (PMIS)

Version 3.3

5 January 2016

Air-Transport IT Services, Inc. (AirIT)

Exhibit B

Contents

1 Project Summary

Air Transport IT Services, Inc., developers of the PROPworks® Property and Revenue Management system, proposes the following project for City of San Antonio (the City), the managing organization of the San Antonio International Airport (SAT) in San Antonio, Texas. The purpose of the project is "to deliver an Airport Property Management Information System (PMIS) for the City of San Antonio.

1.1 Project Scope

The solution that will be delivered as part of this project will allow the City to store contract information and associated statistical information pertaining to tenants at both San Antonio International and Stinson airports. As such, the system will provide a single point of entry for information to reduce the chance of error when reentering data to multiple programs. Currently, data is entered into a data base system for some of the basic lease information, SAP, individual excel files for different types of leases, etc. without equal access by the various users. The solution will include:

- All information about each lease can be input into one system
- Ability to track lease space, building, ground, etc.
- Rental rates (both fixed and variable and comparisons such as minimum annual guarantee vs. percentage)
- Various contact information (corporate, local management, accounts payable, environmental, etc.)
- Various action dates (upcoming expiration date of lease, insurance, surety bonds, etc., dates for option periods, dates for planned rental rate increases, appraisal requirements, etc.) including alerts
- Maintenance responsibilities (tenant vs. airport)
- All users have access to same current information from single source
- Lease accounting (AR Tenant tracking, Invoice generation from rental information, payment processing)
- Comprehensive analysis and reporting, including break down of rates and charges and leases
- Fiscal forecast reporting (budgeting and longer term forecasts)

1.1.1 What is in the Project Scope

Included in the scope is project management, software installation and configuration, training, skills transfer workshops of the products listed above. In addition, AirIT will provide integration between PROPworks and the City's SAP ERP system as well as integration to the City's CMMS system through the use of AirIT's ESB solution. Onsite technical support will also be provided following the successful deployment of the solution in a production environment for a period not to exceed 30 days from the "Go-Live" date. Please review sections 3 – 5 for detail information about the software and services that will be provided as part of this project.

1.1.2 What is not in the Project Scope

- Ability to require approval of billing schedule before 1st invoice is generated
- Ability to customize invoice format, based on tenant/lease rules

- PCI-DSS compliance - By definition, a system on its own cannot be PCI-DSS compliant. AirIT Develops and Tests software following the guidelines established by the PCI-DSS. This allows for the compliance and certification of our customer's environments.

- Ability to automatically generate invoices based on customer profile/billing schedule. The system is designed to provide check and balances throughout the billing process. Automating the generation of Invoices neglects these checks and balances.

- Copy a record to create new record - Several screens have this feature, but it is not available throughout the entire application.

- Ability to edit data when viewing in 'spreadsheet' or 'list' mode and save to multiple records

- Ability to create and save search queue for common/recurring lookups to support day-to-day job needs

- Ability to set access and Add/Edit/Delete/View security at the Field level. Instead of field-level security, PROPworks provides security based on data classifications: Campus, Company Type, Agreement Type, and Invoice Type.

- Customization of standard reports and interfaces is not included in this Statement of Work, other than as specifically noted in the descriptions within the scope of work. At present, AirIT will provide 2 custom reports that will be developed using the Airport Intelligence solution. Please review section 3.2.5 – Report Development for additional information about customizing standard reports.

2 Project Management

The project management approach is based upon standards set forth in the Project Management Institute's (PMI) "A Guide to the Project Management Body of Knowledge (PMBOK® Guide)," addressing each of the five major project management processes: Project Initiation, Project Planning, Project Execution, Project Control, and Project Closeout.

A comprehensive project management methodology is focused upon the following tasks required for the planning of activities, identifying milestones, and ensuring on-time, on-budget deliverables:

- Managing staff
- Allocating resources
- Performing quality assurance activities
- Controlling project scope
- Producing meaningful project status reports
- Identifying project risks and risk mitigation strategies
- Providing a structure for planning the sequencing and timing of tasks
- Collecting relevant progress data
- Managing changes to the project work plan
- Controlling project costs
- Managing the deliverable review process

A project management methodology consists of project management strategies, control mechanisms, quality assurance protocols, and risk identification and mitigation plans. Most project management tasks will be continuous throughout the project implementation life cycle, providing a planning framework for the management of the project.

Quality assurance and performance reporting aspects of project management are particularly important. We can monitor the quality of the project because strict client-management and end-user measures are agreed on during the initial project phases. The process helps ensure that clients stay abreast of developing issues on their projects so that potential problems are addressed and solved before they become liabilities.

2.1 Project Status Reporting

Project status reporting is the presentation of relevant, factual project data in an objective, understandable format. Reporting provides management with an objective picture of the project's current status. Status reporting is an inherent part of the management of a project. Reporting does the following:

Provides a picture of project status
Identifies obstacles and vulnerabilities
Highlights future trends
Communicates the appropriate level of detail for the designated audience

When effective project control processes have been implemented, project reports present management with very few surprises. Most problems will have been anticipated and appropriate corrective actions will already be in place.
A variety of reports can be used to identify project status and trends. Project characteristics, including project risk levels and duration, are assessed to determine the specific reports required. Basic report categories are presented in the following table, along with a sample listing of analytical questions to be addressed by reports in each category.

2.1.1 Project Reporting Tools

The City uses Microsoft Project to manage project activities and deliverables. Reports from this project management application can be distributed to all members of the project team at any time, permitting

evaluation of project events. AirIT will work with the City project management team to determine appropriate formats for reporting.

2.1.2 Project Reporting Schedule

Project status meetings will be held on a regular basis. This helps ensure that all project staff are up to date on the current project status, possible issues and risks, and planned activities in the coming weeks and months. The following describes our recommended project status reporting schedule.

2.1.2.1 Weekly status report and meeting

The project management team attends this meeting along with various staff from both teams who are involved in that week's activities. This meeting generally lasts no longer than one hour and gives an overview of the week's successes and issues. It also discusses strategies and plans for the following week. The meeting is scheduled regularly on the project calendar. We will also prepare and deliver a weekly status report, risk and issues log, and project plan update (as required). The typical weekly project management reporting includes the following:

- Status report
- Issue summary and resolution report
- Change control summary with detailed change control report
- Project work plan updates, incorporating agreed changes and defining the implications for resources and schedules

2.1.2.2 Periodic quality assurance review meetings

As part of the management structure, a quality assurance team will perform independent reviews of the progress of the project. This review will verify and validate the following:

- Project resource utilization and budget status
- Outstanding issues and risks and how these issues and risks will affect the project
- Whether work products meet AirIT and City standards

2.1.2.3 Project Management Plan

AirIT will provide a project management plan to the City which will include the agreed Statement of Work. This will be presented to the City and, once approved, a project kick-off meeting will be scheduled for the project team and stakeholders.

2.2 City Responsibilities

The City also expects a significant number of informal meetings to take place on specific project issues. These meetings, unscheduled or unplanned at project onset, are documented and included in the monthly status reports.

AirIT will rely on the City's Project Manager to provide all information necessary for satisfactory performance of the required tasks. AirIT will direct all communication to, and take direction from the City's project manager. Project meetings should be scheduled on a regular basis and will serve as a means of identifying emerging issues and reporting on progress. The initial meetings may be brief, but subsequent meetings will at times require a number of personnel to address problems and answer questions.

The City's project manager and project team will be responsible for contributing to and reviewing Weekly Status Reports, reporting Project Issues, and updating the Project Plan.

2.3 Documentation

The following table identifies the roles and responsibilities associated with Documentation and delivery of required deliverables services. The table attempts to define the lead role, but it is expected that both AirIT and the City of San Antonio will work collaboratively to develop the documentation. An "L" Lead, "R" Review, "S" Support, or "A" Approve is placed in the column under the party that will be responsible for performing the task.

Documentation Roles and Responsibilities	Vendor	City
1. Recommend specifications and documentation format and content	R	L
2. Approve documentation format and content	S	A
3. Develop and document system functional specifications	L	A
4. Develop and document system architecture including security	L	A
5. Develop and document systems design specification	L	A
6. Develop and document system test cases	L	S
7. Develop and document system interface specifications	S	L
8. Develop and document systems interface control plan	S	L
9. Develop and document database design (logical and physical) documents	S	L
10. Develop and document data dictionary	L	A
11. Develop and document user interface specification	L	A
12. Develop and document data conversion plans	N/A	N/A
13. Develop and document System (and Release) Test Strategy	L	A
14. Develop and document system Test Plan(s) and Scripts	L	A
15. Develop and document system Quality Assurance Plan	L	A
16. Develop and document system turn over to production plans	L	A
17. Develop and document System Training and Knowledge Transfer Strategy and Plans (end-user and system administration).	L	A
18. Develop and document System Training and Knowledge Transfer Materials (end-user and system administration).	L	A
19. Develop and document knowledge transfer testing results/completion documentation	L	A
20. Develop and document system post implementation support plans	L	A
21. Develop and document system back-up and recovery requirements and plans	S	L
22. Develop and document Configuration Management Plan	S	L
23. Develop and document Weekly Project Status Reports	L	A
24. Develop and document Project Management Plans and Schedules	L	A
25. Develop and document Risk Management Plan	L	A
26. Develop and document Issues Logs	L	A
27. Develop and document Organizational Change Management Plan	N/A	L
28. Develop and document operational process flows and use cases	S	L
29. Develop and document system installation, support, and configuration manuals	L	A

Documentation Roles and Responsibilities	Vendor	City
30. Develop and document application hardware and system software requirements documentation	L	A
31. Develop and document Application Code Listings	L	A
32. Develop and document End-User documentation (if not already "standard")	L	A
33. Develop and document system and application security procedures	S	L
34. Develop and document systems standard operating procedures	S	L
35. Develop and document updates and release notes	L	A
36. Approve documentation delivered	S	A

3 Implementation Work

AirIT will utilize an Agile approach to this implementation. Developed over years of experience deploying Property and Revenue Management solutions in some of the busiest, most dynamic airports in the world, AirIT's Ascent approach to implementation builds upon the Agile principles of:

- Individuals and interactions over processes and tools
- Working software over comprehensive documentation
- Customer collaboration over contract negotiation
- Responding to change over following a plan

This approach is designed to deploy different functionality of the solution in stages. For each stage of the process, project team members will PDCA approach:

- **Plan** ahead for change, analyze and predict the results.
- **Do** the plan, taking small steps in controlled circumstances.
- **Check**, study the results.
- **Act** or take action to standardize or improve the process.

This will help ensure that each stage will take weeks, not months, to complete, that at the end of each stage there is working system with additional functionality, and that each stage builds on the functionality deployed on the previous stage.

This iterative and incremental approach to implementation and change will allow the City to begin working with the solution within a few weeks from the project kickoff. As such, change will be tailored based on need throughout the life of the project. For more information about using the PDCA cycle for change management, please review Appendix A.

AirIT's Ascent approach defines a flexible, holistic strategy where a project team works as a unit to reach a common goal. The project team will work in close online collaboration with all team members, fostering daily face-to-face communication among all team members and disciplines in the project. This allows the project team to focus on maximizing the team's ability to deliver quickly and respond to ever-evolving requirements.

For the City, AirIT recommends approaching this implementation with two main objectives:

1. Get City personnel using PROPworks quickly to manage Contracts and generate Revenue.
2. Build up additional functionality to support the City business needs and increase the effectiveness in managing property and revenue.

For the first objective, AirIT implementation consultants will work closely with the City staff to:

- Deploy the baseline system and configure it to support the management of contracts
- Identify and prioritize contracts to be managed by the PMIS solution by Classification
- Define and load the contracts to be managed in the system using templates wherever possible
    - This includes entering any additional information into the system to support the use of the contract.
    - Contracts will be loaded in groups as classified by the Project Team in order of priority.
- At the end of the loading of contracts for each group, the City will have the option to begin managing them through the system.
- Begin using the system to manage contracts and collect revenue

Once baseline processes and configurations are in place and users begin reaping the benefits of the PMIS solution, AirIT implementation consultants will shift efforts into enhancing the functionality of the solution by defining and configuring the mechanisms for:

- Managing compliance of Insurance and Surety requirements
- Collecting revenue from airline statistical reports and concession sales reports
- Collecting revenue through utility meter readings
- Managing the City's inventory of leased and vacant spaces
- Integrating the PMIS solution to the City's CMMS for identifying maintenance responsibilities and collecting revenue for work orders executed by the City staff
- The City tenants to report on activities directly from the World Wide Web.

Please review Appendix A for additional information about AirIT's Ascent methodology for implementation.

3.1 Software Installation

3.1.1 Installation of the PROPworks Property and Revenue Management System

The installation of the PROPworks Property and Revenue Management System will be executed in two phases:

PROPworks Core System
Installation of PROPworks Core System consists of the following modules:

- Agreement Management – Manage the information about all tenant agreements, contracts, leases, etc., with companies which do business with the City. For each agreement, the system can accommodate multiple amendments, terms and conditions, options and escalations, spaces/leased areas, etc.

- Company and Contact Management – Manage the detailed information about any entity doing business with the City such as name, address, phone numbers and job responsibilities will be maintained for an unlimited number of contact persons for each company.

- Billing and Invoicing - Bills or invoices are the City's way of ensuring it is compensated for the use of its facilities or services by other companies. The Billing and Invoicing module will consolidate all fixed and variable monthly charges, create preliminary billings, and generate statements and invoices. Bills will be based on tenancy or occupancy, minimum guarantees, activities, or miscellaneous fees.

- Sales Management - The Sales Management module will provide the City the ability to collect, summarize and report revenue information from its tenants. This module interfaces with the Billing and Invoicing module to prepare invoice information for billing from the PROPworks® system.

- Cash Posting - The Cash Posting function will be used to enter or view payments made against invoices. The Cash Posting allows the users to group payments by batch, apply payments to invoices at the line or invoice level, create Credit Memos and apply against invoices, reverse payments, and write off unpaid invoices as bad debt. In addition, General Ledger codes will be associated with accounting functions and campuses. General Ledger transactions will be created, edited and exported to any external financial systems.

- SAP Interface – PROPworks will be fully integrated with the City's SAP ERP system through the use of the AirIT ESB. This integration will allow the city to:

1. Maintain a single system of record for AR Customers in SAP
2. Transfer invoice detail information, including GL Codes, from PROPworks to SAP
3. Transfer payment information from SAP to PROPworks
4. Validate GL Codes directly with SAP
5. Validate open billing periods directly with SAP.

Please see Appendix E – PROPworks Integration with SAP for more information about the integration between PROPworks and SAP.

PMIS Solution Build-up

Installation of PMIS Solution Build-up consists of the following tasks:

- Insurance and Surety Management - The Insurance and Surety Management system will allow users to enter and track the insurance policies, surety bonds, letters of credit, and similar documents needed to meet requirements specified in Agreements.

- Aviation Statistics - The Aviation Statistics module will collect, summarize and report statistics on airfield activity gathered by airline as required by the City. AirIT consultants will work with the users to decide what data to gather. Usually the major statistical categories include passenger, cargo, and landings/weight information. The Aviation Statistics module can also be used to track statistics on durations (for example, tracking the amount of time that an airline spent on a particular gate during a billing period) and location groups (for example, grouping gates into terminals, zones, or both). The module will give the user great flexibility in defining the statistical categories and dimensions used to track the data. This module interfaces to the Billing and Invoicing module to prepare invoice information for airline billing.

- Utility Management - Utility Management will track detailed information about utility meters and their assignment to leaseholds and spaces served. Users will record monthly readings of each meter and assigning each meter. This information will then be used by the Billing and Invoicing module to bill tenants for utility usage each month and to track utilities for the purposes of calculating rates and charges. The module could contain information about utilities and meters that are associated with an agreement for which a third party is responsible for the payment of those utilities.

- Space Management - The Space Management module will let the users maintain an inventory of land, buildings, rooms, and other entities. This inventory can be used to support marketing, leasing, planning, and other functions. In addition, the Space Management can be configured to maintain information about the contents of a room or area.

- AirIT's Airport Intelligence for Business Systems - this system integrates with PROPworks and other systems to provide real-time analytics and decision-making capabilities, further enhancing the availability of a single source of truth for operators. Users will be trained to create ad-hoc reports using crosstabs and charts through a user-friendly web interface. For more advanced reporting needs, pixel-perfect reports can be added to the business intelligence server as needed. All reports can be exported to the most common file formats, including PDF, Excel Spreadsheets and Word Documents.

- PROPworks® Portal - Portal will allow the City tenants and other customers to:
  - Maintain their own contact information
  - Retrieve their latest invoice
  - Enter sales and usage activities as required in their agreements with the City.

  Not only will food and beverage concessionaires will be able to enter their sales activities on their own, but also commercial airlines would have the option to enter their own activities, including AIF Fees, Aircraft Parking, Landings, Passengers, etc. All the information the City needs from tenants for billing and reporting can now be collected through one standard

gateway.

- AirIT's Enterprise Service Bus (ESB) - The Enterprise Service Bus allows for the unrestricted sharing of data and business processes among any connected application or data sources in the enterprise. ESB will be used to exchange data between PROPworks and the City's CMMS system.

3.2 Software Configuration and Professional Services

3.2.1 Phase 1: PROPworks Deployment

AirIT will engage in discovery sessions with the customer to gather requirements for the necessary integrations. These sessions will result in an integration document deliverable, which will detail the design of the integrations. The City must review and approve the design prior to initiation of the work effort.

Activities

AirIT implementation consultants will work closely with City staff to:

- Deploy the baseline system and configure it to support the management of contracts
- Identify and prioritize contracts to be managed by the PMIS solution by Classification
- Identifying and entering the historical and reference data needed to support the business processes for managing contracts within PROPworks.
- Define and load the contracts to be managed in the system using templates wherever possible
    - This includes entering any additional information into the system to support the use of the contract.
    - Contracts will be loaded in groups as classified by the Project Team in order of priority.
- Enable the integration between PROPworks and SAP.
    - Please see Appendix E – PROPworks Integration with SAP for more information about the integration between PROPworks and SAP.

At the end of the loading of contracts for each group, City will have the option to begin managing them through the system.

If, upon completion of the discovery sessions, the scope of the expected integration changes, the normal Change Order process will be followed (see Appendix A).

Task	Task Name
1.1	Kickoff Meeting
1.2	Set Up Environment
1.3	Define and Prioritize Agreements by Classification
1.4	Set Up Cash Posting
1.5	Insurance and Sureties Provisions Workshop
1.6	Train Staff on ABI Development
1.7	Agreement Load (Repeat as Needed)
1.8	Training
1.9	Go Live

Deliverables

- Future business process flow (Visio Drawing)
- Installed in Development and Test environments
    - PROPworks Core Modules
        - Agreement Management
        - Company and Contacts Management

        - Billing and Invoicing
        - Concession Sales Management
    - PROPworks Cash Posting Module
    - Airport Business Intelligence
- Issues List
- Task Completion Certificate for each task

Task Specific Assumptions

- AirIT and the City must approve any changes to the PROPworks® Development and Test environments once they are built and staged.
- The items listed in this task require the customer to be licensed for the PROPworks® Business Intelligence Plus product.
- Any report, dashboard, or metadata layer configured to support the delivery requirements of this task will become part of the PROPworks® Business Intelligence licensed product. As such:
    - AirIT will be responsible for supporting any of the items created for this task.
    - AirIT reserves the right to license these reports to other customers.
    - AirIT reserves the right to adjust support costs accordingly to any customer using the licensed version of the PROPworks® Business Intelligence product.
- AirIT is not responsible for writing a detailed test plan for UAT.
- City may choose to include additional scenarios in its UAT Test Plan. AirIT will support these scenarios as long as the scenarios are based on standard PROPworks® functionality.
- Those issues that impact the delivery of this project will be documented and tracked as part of the project's open issues list.
- A signed Task Completion Certificate indicates customer acceptance of the completion of this task.

City Commitment

- Available for project issues meetings
- Scheduling meeting facilities and attendees
- City will provide access to appropriate documentation or resources for AirIT staff to develop the mechanisms to interface information between PROPworks® and third-party systems.
- City is responsible for ensuring proper and comprehensive testing of the software as it applies to its business processes.
- City is responsible for scheduling all training facilities and attendees.
- City is responsible for ensuring that adequate hardware and network resources are available.
- City staff will work together with AirIT staff to ensure effectiveness and expediency during the Go-Live process.
- City is responsible for committing key personnel to support and perform the Production deployment of PROPworks® during the mutually agreed-upon timeframe.
- City is responsible for committing key personnel to conduct system acceptance testing of the Production deployment.

3.2.2 Phase 2: PMIS Solution Build-up

Activities

AirIT implementation consultants will work closely with City staff to enhance the functionality of the solution by defining and configuring the mechanisms for:

- Managing compliance of Insurance and Surety requirements
- Collecting revenue from airline statistical reports and concession sales reports
- Collecting revenue through utility meter readings

- Managing City's inventory of leased and vacant spaces
- Integrating the PMIS solution to City's CMMS for identifying maintenance responsibilities and collecting revenue for work orders executed by City staff
- City tenants to report on activities directly from the World Wide Web.

Task	Task Name
2.1	Insurance and Sureties Compliance Implementation
2.2	Utilities Implementation
2.3	Aviation Statistics Implementation
2.4	Space Implementation
2.5	CMMS Integration
2.6	Portal Implementation

Deliverables

- Updated Future business process flow (Visio Drawing)
- Installed in Development and Test environments
    - PROPworks Additional Modules
        - Insurance and Sureties Management
        - Aviation Statistics Management
        - Utilities Management
        - Space Management
    - AirIT Enterprise Service Bus
    - PROPworks Portal
- Issues List
- Task Sign-off Certificate

Task Specific Assumptions

- AirIT and City must approve any changes to the PROPworks® Development and Test environments once they are built and staged.
- The items listed in this task require the customer to be licensed for the PROPworks® Business Intelligence Plus product.
- Any report, dashboard, or metadata layer configured to support the delivery requirements of this task will become part of the PROPworks® Business Intelligence licensed product. As such:
    - AirIT will be responsible for supporting any of the items created for this task.
    - AirIT reserves the right to license these reports to other customers.
    - AirIT reserves the right to adjust support costs accordingly to any customer using the licensed version of the PROPworks® Business Intelligence product.
- AirIT is not responsible for writing a detailed test plan for UAT.
- City may choose to include additional scenarios in its UAT Test Plan. AirIT will support these scenarios as long as the scenarios are based on standard PROPworks® functionality.
- Those issues that impact the delivery of this project will be documented and tracked as part of the project's open issues list.
- A signed Task Completion Certificate indicates customer acceptance of the completion of this task.

City Commitment

- Available for project issues meetings
- Scheduling meeting facilities and attendees
- City will provide access to appropriate documentation or resources for AirIT staff to develop the mechanisms to interface information between PROPworks® and third-party systems.

- City is responsible for ensuring proper and comprehensive testing of the software as it applies to its business processes.
- City is responsible for scheduling all training facilities and attendees.
- City is responsible for ensuring that adequate hardware and network resources are available.
- City staff will work together with AirIT staff to ensure effectiveness and expediency during the Go-Live process.
- City is responsible for committing key personnel to support and perform the Production deployment of PROPworks® during the mutually agreed-upon timeframe.

City is responsible for committing key personnel to conduct system acceptance testing of the Production deployment.

3.2.3 Processes

AirIT will rely on the City of San Antonio to provide its "As-Is" process documentation for an AirIT Business Consultant to review. Upon review, the Business Consultant will conduct discovery sessions with representatives from each department and the project team to develop the "To- Be" processes to be implemented in PROPworks.

3.2.4 Product Enhancements

AirIT will provide the following product enhancements as a part of this engagement with the City:
Interface between PROPworks and CMMS system

3.2.5 Report Development

As an Off-The-Shelf product, AirIT's PROPworks contains a number of reports already built in to the product. A list of these reports is provided in Appendix B. These standard reports cannot be changed or customized.

AirIT understands that not all reports will necessarily meet the business needs for the City. As such, AirIT is providing the Airport Intelligence Solution for Business Systems as part of this project. Airport Intelligence is designed to provide real-time analytics and decision-making capabilities. As part of this delivery, a number of reports have been included in the Airport Intelligence delivery. These reports, also listed in Appendix B, are designed to provide a template for the City to tailor solutions to meet its business needs.
As part of this project, AirIT will:

- Moderate a reporting requirements workshop where city users will have a chance to present their reporting needs.
- Work with the City to define the custom reports needed to support its business processes.
- Train the City on using the Airport Intelligence tools to develop any custom reports identified in this process or beyond the completion of this scope of work.
- AirIT will assist the city in developing no more than 2 custom reports as identified in the reporting requirements workshop.
- Any additional report the City requests AirIT to develop will tracked as a change request. The labor related to the report development will be costed at a labor rate of $150.00 per hour as specified AirIT's published labor rates and charges for a Senior Consultant.

3.3 Testing

Inadequate testing can lead to major problems for any software implementation project, big or small. As

an off-the-shelf product, PROPworks undergoes rigorous testing phases during the development cycle which include Unit, System, Integration, Regression and Stress testing. The testing phase as part of the implementation process will follow after most of the configurations are made. End users also begin training in a special environment with sample data. There's no defined boundary between implementation and testing. In fact, there will be significant overlap between the two throughout the process. As part of this project, the following types of testing will be performed:

3.3.1 Functional Testing

Functional testing is primarily is used to verify that a piece of software is providing the same output as required by the end-user or business. Typically, functional testing involves evaluating and comparing each software function with the business requirements. Software is tested by providing it with some related input so that the output can be evaluated to see how it conforms, relates or varies compared to its base requirements. Moreover, functional testing also checks the software for usability, such as by ensuring that the navigational functions are working as required.

3.3.2 Integration Testing

Integration testing tests integration or interfaces between components, interactions to different parts of the system such as an operating system, file system and hardware or interfaces between systems. Integration testing tests integration or interfaces between components, interactions to different parts of the system such as an operating system, file system and hardware or interfaces between systems.

3.3.3 User Acceptance Testing

The concept behind user acceptance testing is that the project team has finished their testing and believes the system is now functioning as required. However, other managers and end users not involved with the project to this point may have major concerns.

Acceptance testing represents the last chance for users to identify any major issues prior to system go-live. Though not considered training, acceptance testing is also another opportunity to transfer software knowledge to the user community prior to end-user training.

Developing and executing the UAT plan will largely fall on the shoulders of the project team because they know the business. In order for the testing process to be successful, the users have to define what it is they want to see, and then develop a testing plan to the level of comfort need to accept the product as deployed. The implementation team will work with the project team to develop the testing scenarios to ensure all parts of the system are tested.

Implementation consultants can help develop the test cases to help jump start the process and assist with some early testing. All consultants should have some basic scenarios to test first. This allows for getting past the most obvious software issues so the testing team can take over from there. During the time the users are testing, the consultant will provide support when needed and periodically verify what is happening with the data in the system.

3.3.4 Testing Activities

AirIT will work with the City to develop a test plan for Functional and Integration testing of the application and interfaces. The development of the plan will require input from the City and will be the responsibility of both AirIT and the City of San Antonio. AirIT will work with the City to develop test scripts, which will describe the functionality expected when entering a service request from call receipt to submission and acknowledgement of message receipt and updates from back-end systems.

Testing will include all installed and configured PROPworks software (including integration code) to be

used.

AirIT will document the test results and provide them to the City for review. Defects will be logged in a defect tracking system. Defects will be reviewed as to priority, assigned to responsible parties for resolution, assigned an expected resolution date and re-tested when believed to be resolved.

System, Integration, Regression and Stress testing will be performed by AirIT as part of the software development lifecycle. Specific tests may be reassigned as the responsibility of either AirIT or the City, as determined after discussion and agreement of the plan and schedule.

The City will be responsible for performing User Acceptance Testing.

3.4 Training

AirIT's approach to training staff for the City of San Antonio is to deliver classroom-based, formal instruction by certified trainers using the PROPworks system to understand the application's features and practice configuring them; skills transfer workshops with AirIT staff to provide hands-on experience; and a Train-the-Trainer Certification course for City trainers to deliver to its end users. AirIT will provide attendees all standard training materials.

The installation and configuration will require assistance from City personnel knowledgeable in the deployed infrastructure and network. Many customers use this as an additional opportunity for skills transfer where the persons responsible for maintaining the application sit with AirIT personnel during the installation, base configuration and testing. In addition, AirIT will provide the following skills transfer workshops so that personnel will have an opportunity to expand their knowledge of the PROPworks application (workshops typically follow instructor-led classroom training).

Skills Transfer Workshops
Business Process Workshop
Contract Group Definition and Prioritization Workshop
Collections and Reconciliation Process Workshop
Reporting Requirements Workshop

AirIT will provide the following training courses for City of San Antonio administrative and technical staff.

Training Courses	Quantity	Number of Students per Course	Number of Days per Course
Getting Started with PROPworks®	2	10	0.5
Contract Administration	1	10	1
Billing Process	1	10	1
Collections, Credits and Cash	1	10	0.5

Training Courses	Quantity	Number of Students per Course	Number of Days per Course
Compiling, Reporting and Billing on Airline Reports (Aviation Statistics)	1	10	1
Utility Meter Readings Collection, Inventory and Activity Billing	1	10	1
Managing Dates with Ticklers	2	10	0.5
Using Events	1	10	0.5
Using Change Notifications	1	10	0.5
Insurance Compliance	1	10	0.5
Surety Compliance	1	10	0.5
Space Inventory Management	1	10	0.5
Intelligent Reporting: Data Mining for PROPworks®	1	10	0.5
Develop Custom Reports and Dashboards using the Airport Intelligence Server	1	10	1
Develop Pixel-Perfect Reports and Dashboards using iReport	1	10	2

AirIT will provide training and skills transfer for help desk personnel, to include provision of a troubleshooting guide.

Help Desk Training Courses	Quantity	Number of Students per Course	Number of Days per Course
Install, Configure, Maintain and Troubleshoot PROPworks®	1	8	1
PROPworks® System Administration	1	8	0.5
Install, Configure, Maintain and Troubleshoot Airport Intelligence Server for AirIT/PROPworks®	1	8	0.5
System Administration of Airport Intelligence Server for AirIT/PROPworks®	1	8	0.5

4 Project Assumptions

The following assumptions have been made in support of this Statement of Work and its associated effort estimate:

- The City of San Antonio will be responsible for the installation and configuration of all hardware required for the project based on System/Architecture Design as agreed upon at time of City and AirIT's License Agreement.

- The City of San Antonio must make available the necessary technical, business, testing and training personnel to support the deployment throughout the project. Failure to provide personnel in a timely manner, as defined in the approved Project Management Plan (deliverable milestone 1), may cause delays in delivery of the solution.

- The City will provide a full time Project Manager and Business Analyst for this project and access to technical personnel.

- City leadership will continue to support the project with the necessary resources and commitment to transition and change that this project will entail; City will provide needed departmental liaisons and access as needed.

- An appropriate work environment must be provided to AirIT personnel working on-site. The location should be co-located or near the locations of the work to be performed. AirIT personnel will require access to the City's network and installed software components, Internet and telephone service (to include teleconference compatible telephones).AirIT agrees to follow applicable City policies and/or guidelines for appropriate use of City infrastructure (e.g., Internet, network, etc.).

- The City of San Antonio will be responsible for ensuring that all discovery, discussion, workshop and training sessions are attended by City personnel, as scheduled.

- The City of San Antonio will be responsible for the scheduling of meeting rooms, training facilities, and requisite equipment.

- The City of San Antonio will assign a primary contact and point of authorization. This single point of contact will be responsible for facilitating all communications between San Antonio and AirIT. The timeliness of communication and review will directly affect AirIT's ability to meet agreed upon schedule deadlines. All project deliverables must be signed-off on within ten business days of notification that the deliverable is complete. if sign off is not completed within 10 business days and the delay results in change or quality of project then the milestone may be amended through the use of the change order process.

- The parties agree that the warranty obligations and the support and maintenance obligations contained within the Supply Agreement will be entered into by and between the City and AirIT.

- Any changes requested to the scope documented in this Statement of Work and the Project Schedule document or due to the City's dependencies will be handled via a Change Request process. An initial impact response will be provided within two business days of delivery of the written Change Request.

- The City will maintain non-PROPworks software licenses and provide infrastructure and middleware needed for this project, based on the PROPworks Software Agreement and the agreed Systems/Architecture Design.

- Ownership of and responsibility for the PROPworks environment is by the City or their contractor and not AirIT. All necessary access, including remote privileges (VPN), will be provided to AirIT

personnel working on this project. AirIT agrees to follow applicable City policies and/or guidelines for appropriate use of City infrastructure (e.g., Internet, network, etc.).

- The scope and assumptions within this document only pertain to Phase 1 (current scope of work – any additional scope may be determined to be delivered in a future phase). Additional phases as well as optional items will require an additional scoping and SOW.

- Software pre-requisites for the Airport Intelligence platform are:
  - Oracle Java 1.7 or Better
  - Administrator Rights on local machine
  - PDF Reader

- The City will be responsible for making any modifications to SAP and make available SAP access for integration to PROPworks software.

- The City will be responsible for ensuring that the versions of SAP running on all environments remain the same across all environments.

- The City will schedule and perform User-acceptance Testing (UAT).

- This SOW does NOT include any services for the following:
- Additional configuration, development of reports, etc., unless described in this statement of work.
- Configuration, development, other work or integrations other than those described in this statement of work.

4.1.1 Changes to PROPworks® Features and Functionality

AirIT is continually adding new functionality, changing features and making improvement to PROPworks®. Because of these ongoing changes, changes in the law and the changing nature of technology, PROPworks® will change from time to time. As a Commercially-available Off-The-Shelf (COTS) product, changes to functionality between releases of PROPworks® are documented in the "Summary of Product Changes in PROPworks®," included in the release package for each release of PROPworks® and published in AirIT's Support Portal "NOVO."

The City is responsible for reviewing the "Summary of Product Changes in PROPworks®" document and determine if any change in functionality could potentially have a negative impact on its business processes going forward. Any such instance of a functionality that could negatively impact the City's business processes going forward will be raised as an issue, entered in the issues log, and processed accordingly. Any issue that leads to a change in the scope of this project, as determined by the Core Project Team, will be documented and processed as a change request.

5 Software

AirIT will, as a part of this project, install the following software procured by the City of San Antonio:

- PROPworks Application Server (production and nonproduction)
- Enterprise Service Bus Server (production and nonproduction)
- PROPworks Portal Application Server (production and nonproduction)
- Airport Intelligence Server (production and nonproduction)

5.1.1 Production and Nonproduction Environments

The deployment of PROPworks will require at least 2 environments, a production environment and a nonproduction environment. An environment consists of the physical setup which includes hardware, and logical setup that includes Server Operating system, client operating system, database server, front end running environment, browser (if web application), middleware, or any other software components required to run this software product.

The production environment is the setting where software and other products are actually put into operation for their intended uses by end users. On the other hand, nonproduction environments are used for multiple purposes like training, testing, or staging a solution. Over the course of the project, the PROPworks nonproduction environment will fulfill all three roles. Once the production environment goes live, the nonproduction environment will primarily serve testing environments for end-users to test configurations and to test updates to the PROPworks product itself.

For the purposes of this project, the City has requested that four environments be provisioned:

Type	Description	Production?
Development	A development environment contains everything required by a team to build and deploy software solutions	No
Testing/Staging	This is the release candidate, and this environment is normally a mirror of the production environment. The staging area contains the "next" version of the application and is used for final stress testing and client/manager approvals before going live.	No
Production	The production environment is the setting where software and other products are actually put into operation for their intended uses by end users.	Yes
Sandbox	A sandbox is a testing environment that isolates untested code changes and outright experimentation from the production environment or repository, in the context of software development including Web development and revision control.	No

AirIT consultants will work primarily in the Development environment. Once a configuration or a solution has been completed in this environment, the AirIT consultant will document the change and replicate it in the Test Environment for users to test during User Acceptance Testing, or UAT. During the UAT phase, bugs and misconfigurations may be identified and addressed. AirIT consultants will update the configuration documentation as needed to reflect these changes. Once the UAT phase is completed and the users approve the whole solution, the AirIT consultants will provide training to end users and proceed to deploy the solution into the production environment. The Sandbox environment will optionally be available for end-users to train and test changes to configurations after the system goes live into production.

6 Payment Milestones

AirIT will provide this service to the City of San Antonio on a fixed fee with deliverables based payments. The total cost of this project is not to exceed $$441,200.00 the City of San Antonio will be billed on the invoice schedule below. The Milestone Value is full value for each deliverable payment. The net due at each Payment Milestone is the net of Milestone Value minus the Retention 10% holdback. The cumulative total of the retention holdback amounts will be paid at the time of the final Payment Milestone:

#	Deliverable Description	Contract %	Retention %	Payment Amount
1	Licenses			$170,000.00
2	Project Kickoff	5%	10%	$12,204.00
3	Set Up Environments (Production and Nonproduction)	5%	10%	$12,204.00
4	PROPworks Initial Configuration	10%	10%	$24,408.00
4.1	Define and Prioritize Agreements by Classification			
4.2	Set Up SAP Financial Interface			
4.3	Insurance and Sureties Requirements Workshop			
5	Train Staff on Airport Intelligence Development	5%	10%	$12,204.00
6	PROPworks Core Configuration	35%	10%	$85,428.00
6.1	Fixed Rental Agreements			
6.2	Airline Operation Agreements			
6.3	Concession Agreements			
6.4	Other Agreements (Repeat as Needed)			
7	Training	5%	10%	$12,204.00
8	Go Live	5%	10%	$12,204.00
9	PROPworks Additional Modules Configuration	15%	10%	$36,612.00
9.1	Insurance and Sureties Compliance Implementation			
9.2	Utilities Implementation			
9.3	Aviation Statistics Implementation			
9.4	Space Implementation			
10	CMMS Integration (ESB)	5%	10%	$12,204.00
11	Portal Implementation	10%	10%	$24,408.00
12	Retention Payout			$27,120.00
		100%		$441,200.00

Approvals

This Statement of Work, including any attachments, has been reviewed and approved by both parties as indicated by the signatures below.

Air-Transport IT Services, Inc.	**City of San Antonio**
By: Daniel F. Negrón	By:
Title: Business Systems Delivery Manager	Title:
Signature:	Signature:
Date: 1/12/2016	Date:
Purchase Order Date:	Purchase Order Number:

Appendix A - AirIT's Ascent Strategy for Implementation

AirIT's Ascent strategy for implementation is based on the Scrum Guide by Jeff Sutherland and Ken Schwaber. As defined by the authors, Scrum is a framework within which people can address complex adaptive problems, while productively and creatively delivering products of the highest possible value. The Scrum framework consists of Project Teams and their associated roles, events, artifacts, and rules. Each component within the framework serves a specific purpose and is essential to Scrum's success and usage. The rules of Scrum bind together the events, roles, and artifacts, governing the relationships and interaction between them.

Project Teams

Teams are self-organizing and cross-functional. Self-organizing teams choose how best to accomplish their work, rather than being directed by others outside the team. Cross-functional teams have all competencies needed to accomplish the work without depending on others not part of the team. The team model in Scrum is designed to optimize flexibility, creativity, and productivity.

Teams deliver products iteratively and incrementally, maximizing opportunities for feedback. Incremental deliveries of "Done" product ensure a potentially useful version of working product is always available.

The City will have the right to review and approve or reject the assignment of any of the project team members.

Team Participants Roles and Responsibilities

The Project Manager

The Project Manager is responsible for maximizing the value of the product and the work of the Implementation Team. How this is done may vary widely across organizations, Project Teams, and individuals. The Project Manager is the sole person responsible for managing the Project Backlog. Project Backlog management includes:

- Clearly expressing Project Backlog items
- Ordering the items in the Project Backlog to best achieve goals and missions
- Optimizing the value of the work the Implementation Team performs
- Ensuring that the Project Backlog is visible, transparent, and clear to all, and shows what the Project Team will work on next
- Ensuring the Implementation Team understands items in the Project Backlog to the level needed.

The Project Manager may do the above work, or have the Implementation Team do it. However, the Project Manager remains accountable.

The Project Manager is one person, not a committee. The Project Manager may represent the desires of a committee in the Project Backlog, but those wanting to change a Project Backlog item's priority must address the Project Manager.

For the Project Manager to succeed, the entire organization must respect his or her decisions. No one else is allowed to tell the Implementation Team to work from a different set of requirements, and the Implementation Team isn't allowed to act on what anyone else says.

The Implementation Team

The Implementation Team consists of professionals who do the work of delivering a potentially releasable Increment of "Done" product at the end of each Task. Only members of the Implementation Team create the Increment. Implementation Teams are structured and empowered by the organization to organize and manage their own work. The resulting synergy optimizes the Implementation Team's overall efficiency and

effectiveness.

Implementation Teams have the following characteristics:

- They are self-organizing. No one (not even the Scrum Master) tells the Implementation Team how to turn Project Backlog into Increments of potentially releasable functionality.
- Implementation Teams are cross-functional, with all of the skills as a team necessary to deliver a product Increment.
- The Ascent Strategy recognizes no titles for Implementation Team members other than Consultant, regardless of the work being performed by the person. There are no exceptions to this rule.
- Scrum recognizes no sub-teams in the Implementation Team, regardless of particular domains that need to be addressed like testing or business analysis. There are no exceptions to this rule.
- Individual Implementation Team members may have specialized skills and areas of focus, but accountability belongs to the Implementation Team as a whole.

Implementation Team Size

Optimal Implementation Team size is small enough to remain nimble and large enough to complete significant work within a Task. Fewer than three Implementation Team members decrease interaction and results in smaller productivity gains. Smaller Implementation Teams may encounter skill constraints during the Task, causing the Implementation Team to be unable to deliver a potentially releasable Increment. Having more than nine members requires too much coordination. Large Implementation Teams generate too much complexity for an empirical process to manage. The Project Manager and Scrum Master roles are not included in this count unless they are also executing the work of the Task's Backlog.

The Scrum Master

The Scrum Master is responsible for ensuring Scrum is understood and enacted. Scrum Masters do this by ensuring that the Project Team adheres to Scrum theory, practices, and rules. The Scrum Master is a servant-leader for the Project Team. The Scrum Master helps those outside the Project Team understand which of their interactions with the Project Team are helpful and which aren't. The Scrum Master helps everyone change these interactions to maximize the value created by the Project Team.

Scrum Master Service to the Project Manager

The Scrum Master serves the Project Manager in several ways, including:

- Finding techniques for effective Project Backlog management
- Helping the Project Team understand the need for clear and concise Project Backlog items
- Understanding product planning in an empirical environment
- Ensuring the Project Manager knows how to arrange the Project Backlog to maximize value
- Understanding and practicing agility
- Facilitating Project Events as requested or needed

Scrum Master Service to the Implementation Team

The Scrum Master serves the Implementation Team in several ways, including:

- Coaching the Implementation Team in self-organization and cross-functionality
- Helping the Implementation Team to create high-value products
- Removing impediments to the Implementation Team's progress
- Facilitating Project Events as requested or needed
- Coaching the Implementation Team in organizational environments in which Scrum is not yet fully adopted and understood.

Scrum Master Service to the Organization

The Scrum Master serves the organization in several ways, including:

- Leading and coaching the organization in its Scrum adoption
- Planning Scrum implementations within the organization
- Helping employees and stakeholders understand and enact Scrum and empirical product development
- Causing change that increases the productivity of the Project Team
- Working with other Scrum Masters to increase the effectiveness of the application of Scrum in the organization.

Project Events

Prescribed events are used in Scrum to create regularity and to minimize the need for meetings not defined in Scrum. All events are time-boxed events, such that every event has a maximum duration. Once a Task begins, its duration is fixed and cannot be shortened or lengthened. The remaining events may end whenever the purpose of the event is achieved, ensuring an appropriate amount of time is spent without allowing waste in the process.

Other than the Task itself, which is a container for all other events, each event in Scrum is a formal opportunity to inspect and adapt something. These events are specifically designed to enable critical transparency and inspection. Failure to include any of these events results in reduced transparency and is a lost opportunity to inspect and adapt.

The Task

The heart of Scrum is a Task, a time-box of one month or less during which a "Done", useable, and potentially releasable product Increment is created. Tasks best have consistent durations throughout a development effort. A new Task starts immediately after the conclusion of the previous Task.

Tasks contain and consist of the Task Planning, Daily Scrums, the development work, the Task Review, and the Task Retrospective. During the Task:

- No changes are made that would endanger the Task Goal
- Quality goals do not decrease
- Scope may be clarified and re-negotiated between the Project Manager and Implementation Team as more is learned.

Each Task may be considered a project with no more than a one-month horizon. Like projects, tasks are used to accomplish something. Each Task has a definition of what is to be built, a design and flexible plan that will guide building it, the work, and the resultant product.

Tasks are limited to one calendar month. When a Task's horizon is too long the definition of what is being built may change, complexity may rise, and risk may increase. Tasks enable predictability by ensuring inspection and adaptation of progress toward a Task Goal at least every calendar month. Tasks also limit risk to one calendar month of cost.

Cancelling a Task

A Task can be cancelled before the Task time-box is over. Only the Project Manager has the authority to cancel the Task, although he or she may do so under influence from the stakeholders, the Implementation Team, or the Scrum Master.

A Task would be cancelled if the Task Goal becomes obsolete. This might occur if the company changes direction or if market or technology conditions change. In general, a Task should be cancelled if it no longer makes sense given the circumstances. But, due to the short duration of Tasks, cancellation rarely makes sense.

When a Task is cancelled, any completed and "Done" Project Backlog items are reviewed. If part of the work is potentially releasable, the Project Manager typically accepts it. All incomplete Project Backlog Items are re-estimated and put back on the Project Backlog. The work done on them depreciates quickly and must be frequently re-estimated.

Task cancellations consume resources, since everyone has to regroup in another Task Planning to start another Task. Task cancellations are often traumatic to the Project Team, and are very uncommon.

Task Planning

The work to be performed in the Task is planned at the Task Planning. This plan is created by the collaborative work of the entire Project Team.

Task Planning is time-boxed to a maximum of eight hours for a one-month Task. For shorter Tasks, the event is usually shorter. The Scrum Master ensures that the event takes place and that attendants understand its purpose. The Scrum Master teaches the Project Team to keep it within the time-box.

Task Planning answers the following:

1. What can be delivered in the Increment resulting from the upcoming Task?
2. How will the work needed to deliver the Increment be achieved?

Topic One: What can be done this Task?

The Implementation Team works to forecast the functionality that will be developed during the Task. The Project Manager discusses the objective that the Task should achieve and the Project Backlog items that, if completed in the Task, would achieve the Task Goal. The entire Project Team collaborates on understanding the work of the Task.

The input to this meeting is the Project Backlog, the latest delivery Increment, projected capacity of the Implementation Team during the Task, and past performance of the Implementation Team. The number of items selected from the Project Backlog for the Task is solely up to the Implementation Team. Only the Implementation Team can assess what it can accomplish over the upcoming Task.

After the Implementation Team forecasts the Project Backlog items it will deliver in the Task, the Project Team crafts a Task Goal. The Task Goal is an objective that will be met within the Task through the implementation of the Project Backlog, and it provides guidance to the Implementation Team on why it is building the Increment.

Topic Two: how will the chosen work get done?

Having set the Task Goal and selected the Project Backlog items for the Task, the Implementation Team decides how it will build this functionality into a "Done" product Increment during the Task. The Project Backlog items selected for this Task plus the plan for delivering them is called the Task Backlog.

The Implementation Team usually starts by designing the system and the work needed to convert the Project Backlog into a working product Increment. Work may be of varying size, or estimated effort. However, enough work is planned during Task Planning for the Implementation Team to forecast what it believes it can do in the upcoming Task. Work planned for the first days of the Task by the Implementation Team is decomposed by the end of this meeting, often to units of one day or less. The Implementation Team self-organizes to undertake the work in the Task Backlog, both during Task Planning and as needed throughout the Task.

The Project Manager can help to clarify the selected Project Backlog items and make trade-offs. If the Implementation Team determines it has too much or too little work, it may renegotiate the selected Project Backlog items with the Project Manager. The Implementation Team may also invite other people to attend in order to provide technical or domain advice.

By the end of the Task Planning, the Implementation Team should be able to explain to the Project Manager and Scrum Master how it intends to work as a self-organizing team to accomplish the Task Goal and create the anticipated Increment.

Task Goal

The Task Goal is an objective set for the Task that can be met through the implementation of Project Backlog. It provides guidance to the Implementation Team on why it is building the Increment. It is created during the Task Planning meeting. The Task Goal gives the Implementation Team some flexibility regarding the functionality implemented within the Task. The selected Project Backlog items deliver one coherent function, which can be the Task Goal. The Task Goal can be any other coherence that causes the Implementation Team to work together rather than on separate initiatives.

As the Implementation Team works, it keeps the Task Goal in mind. In order to satisfy the Task Goal, it implements the functionality and technology. If the work turns out to be different than the Implementation Team expected, they collaborate with the Project Manager to negotiate the scope of Task Backlog within the Task.

Daily Scrum

The Daily Scrum is a 15-minute time-boxed event for the Implementation Team to synchronize activities and create a plan for the next 24 hours. This is done by inspecting the work since the last Daily Scrum and forecasting the work that could be done before the next one. The Daily Scrum is held at the same time and place each day to reduce complexity. During the meeting, the Implementation Team members explain:

1. What did I do yesterday that helped the Implementation Team meet the Task Goal?
2. What will I do today to help the Implementation Team meet the Task Goal?
3. Do I see any impediment that prevents me or the Implementation Team from meeting the Task Goal?

The Implementation Team uses the Daily Scrum to inspect progress toward the Task Goal and to inspect how progress is trending toward completing the work in the Task Backlog. The Daily Scrum optimizes the probability that the Implementation Team will meet the Task Goal. Every day, the Implementation Team should understand how it intends to work together as a self-organizing team to accomplish the Task Goal and create the anticipated Increment by the end of the Task. The Implementation Team or team members often meet immediately after the Daily Scrum for detailed discussions, or to adapt, or replan, the rest of the Task's work.

The Scrum Master ensures that the Implementation Team has the meeting, but the Implementation Team is responsible for conducting the Daily Scrum. The Scrum Master teaches the Implementation Team to keep the Daily Scrum within the 15-minute time-box. The Scrum Master also enforces the rule that only Implementation Team members participate in the Daily Scrum.

Daily Scrums improve communications, eliminate other meetings, identify impediments to development for removal, highlight and promote quick decision-making, and improve the Implementation Team's level of knowledge. This is a key inspect and adapt meeting.

Task Review

A Task Review is held at the end of the Task to inspect the Increment and adapt the Project Backlog if needed. During the Task Review, the Project Team and stakeholders collaborate about what was done in the Task. Based on that and any changes to the Project Backlog during the Task, attendees collaborate on the next things that could be done to optimize value. This is an informal meeting, not a status meeting, and the presentation of the Increment is intended to elicit feedback and foster collaboration.

This is a four-hour time-boxed meeting for one-month Tasks. For shorter Tasks, the event is usually shorter. The Scrum Master ensures that the event takes place and that attendants understand its purpose. The

Scrum Master teaches all to keep it within the time-box.

The Task Review includes the following elements:

- Attendees include the Project Team and key stakeholders invited by the Project Manager
- The Project Manager explains what Project Backlog items have been "Done" and what has not been "Done"
- The Implementation Team discusses what went well during the Task, what problems it ran into, and how those problems were solved
- The Implementation Team demonstrates the work that it has "Done" and answers questions about the Increment
- The Project Manager discusses the Project Backlog as it stands. He or she projects likely completion dates based on progress to date (if needed)
- The entire group collaborates on what to do next, so that the Task Review provides valuable input to subsequent Task Planning
- Review of how the marketplace or potential use of the product might have changed what is the most valuable thing to do next
- Review of the timeline, budget, potential capabilities, and marketplace for the next anticipated release of the product

The result of the Task Review is a revised Project Backlog that defines the probable Project Backlog items for the next Task. The Project Backlog may also be adjusted overall to meet new opportunities.

Task Retrospective

The Task Retrospective is an opportunity for the Project Team to inspect itself and create a plan for improvements to be enacted during the next Task.

The Task Retrospective occurs after the Task Review and prior to the next Task Planning. This is a three-hour time-boxed meeting for one-month Tasks. For shorter Tasks, the event is usually shorter. The Scrum Master ensures that the event takes place and that attendants understand its purpose. The Scrum Master teaches all to keep it within the time-box. The Scrum Master participates as a peer team member in the meeting from the accountability over the Scrum process.

The purpose of the Task Retrospective is to:

- Inspect how the last Task went with regards to people, relationships, process, and tools
- Identify and order the major items that went well and potential improvements
- Create a plan for implementing improvements to the way the Project Team does its work

The Scrum Master encourages the Project Team to improve, within the Scrum process framework, its development process and practices to make it more effective and enjoyable for the next Task. During each Task Retrospective, the Project Team plans ways to increase product quality by adapting the definition of "Done" as appropriate.

By the end of the Task Retrospective, the Project Team should have identified improvements that it will implement in the next Task. Implementing these improvements in the next Task is the adaptation to the inspection of the Project Team itself. Although improvements may be implemented at any time, the Task Retrospective provides a formal opportunity to focus on inspection and adaptation.

Scrum Artifacts

Scrum's artifacts represent work or value to provide transparency and opportunities for inspection and adaptation. Artifacts defined by Scrum are specifically designed to maximize transparency of key information so that everybody has the same understanding of the artifact.

Project Backlog

The Project Backlog is an ordered list of everything that might be needed in the product and is the single source of requirements for any changes to be made to the product. The Project Manager is responsible for the Project Backlog, including its content, availability, and ordering.

A Project Backlog is never complete. The earliest development of it only lays out the initially known and best-understood requirements. The Project Backlog evolves as the product and the environment in which it will be used evolves. The Project Backlog is dynamic; it constantly changes to identify what the product needs to be appropriate, competitive, and useful. As long as a product exists, its Project Backlog also exists.

The Project Backlog lists all features, functions, requirements, enhancements, and fixes that constitute the changes to be made to the product in future releases. Project Backlog items have the attributes of a description, order, estimate and value.

As a product is used and gains value, and the marketplace provides feedback, the Project Backlog becomes a larger and more exhaustive list. Requirements never stop changing, so a Project Backlog is a living artifact. Changes in business requirements, market conditions, or technology may cause changes in the Project Backlog.

Multiple Project Teams often work together on the same product. One Project Backlog is used to describe the upcoming work on the product. A Project Backlog attribute that groups items may then be employed. Project Backlog refinement is the act of adding detail, estimates, and order to items in the Project Backlog. This is an ongoing process in which the Project Manager and the Implementation Team collaborate on the details of Project Backlog items. During Project Backlog refinement, items are reviewed and revised. The Project Team decides how and when refinement is done. Refinement usually consumes no more than 10% of the capacity of the Implementation Team. However, Project Backlog items can be updated at any time by the Project Manager or at the Project Manager's discretion.

Higher ordered Project Backlog items are usually clearer and more detailed than lower ordered ones. More precise estimates are made based on the greater clarity and increased detail; the lower the order, the less detail. Project Backlog items that will occupy the Implementation Team for the upcoming Task are refined so that any one item can reasonably be "Done" within the Task time-box. Project Backlog items that can be "Done" by the Implementation Team within one Task are deemed "Ready" for selection in a Task Planning. Project Backlog items usually acquire this degree of transparency through the above described refining activities.

The Implementation Team is responsible for all estimates. The Project Manager may influence the Implementation Team by helping it understand and select trade-offs, but the people who will perform the work make the final estimate.

Monitoring Progress toward a Goal

At any point in time, the total work remaining to reach a goal can be summed. The Project Manager tracks this total work remaining at least every Task Review. The Project Manager compares this amount with work remaining at previous Task Reviews to assess progress toward completing projected work by the desired time for the goal. This information is made transparent to all stakeholders.

Various projective practices upon trending have been used to forecast progress, like burn-downs, burn-ups, or cumulative flows. These have proven useful. However, these do not replace the importance of empiricism. In complex environments, what will happen is unknown. Only what has happened may be used for forward-looking decision-making.

Task Backlog

The Task Backlog is the set of Project Backlog items selected for the Task, plus a plan for delivering the

product Increment and realizing the Task Goal. The Task Backlog is a forecast by the Implementation Team about what functionality will be in the next Increment and the work needed to deliver that functionality into a "Done" Increment. The Task Backlog makes visible all of the work that the Implementation Team identifies as necessary to meet the Task Goal.

The Task Backlog is a plan with enough detail that changes in progress can be understood in the Daily Scrum. The Implementation Team modifies the Task Backlog throughout the Task, and the Task Backlog emerges during the Task. This emergence occurs as the Implementation Team works through the plan and learns more about the work needed to achieve the Task Goal.

As new work is required, the Implementation Team adds it to the Task Backlog. As work is performed or completed, the estimated remaining work is updated. When elements of the plan are deemed unnecessary, they are removed. Only the Implementation Team can change its Task Backlog during a Task. The Task Backlog is a highly visible, real-time picture of the work that the Implementation Team plans to accomplish during the Task, and it belongs solely to the Implementation Team.

Monitoring Task Progress

At any point in time in a Task, the total work remaining in the Task Backlog can be summed. The Implementation Team tracks this total work remaining at least for every Daily Scrum to project the likelihood of achieving the Task Goal. By tracking the remaining work throughout the Task, the Implementation Team can manage its progress.

Increment

The Increment is the sum of all the Project Backlog items completed during a Task and the value of the increments of all previous Tasks. At the end of a Task, the new Increment must be "Done," which means it must be in useable condition and meet the Project Team's definition of "Done." It must be in useable condition regardless of whether the Project Manager decides to actually release it.

Artifact Transparency

Scrum relies on transparency. Decisions to optimize value and control risk are made based on the perceived state of the artifacts. To the extent that transparency is complete, these decisions have a sound basis. To the extent that the artifacts are incompletely transparent, these decisions can be flawed, value may diminish and risk may increase.

The Scrum Master must work with the Project Manager, Implementation Team, and other involved parties to understand if the artifacts are completely transparent. There are practices for coping with incomplete transparency; the Scrum Master must help everyone apply the most appropriate practices in the absence of complete transparency. A Scrum Master can detect incomplete transparency by inspecting the artifacts, sensing patterns, listening closely to what is being said, and detecting differences between expected and real results.

The Scrum Master's job is to work with the Project Team and the organization to increase the transparency of the artifacts. This work usually involves learning, convincing, and change. Transparency doesn't occur overnight, but is a path.

Definition of "Done"

When a Project Backlog item or an Increment is described as "Done", everyone must understand what "Done" means. Although this varies significantly per Project Team, members must have a shared understanding of what it means for work to be complete, to ensure transparency. This is the definition of "Done" for the Project Team and is used to assess when work is complete on the product Increment. The same definition guides the Implementation Team in knowing how many Project Backlog items it can select during a Task Planning. The purpose of each Task is to deliver Increments of potentially releasable functionality that adhere to the Project Team's current definition of "Done." Implementation Teams deliver an

Increment of product functionality every Task. This Increment is useable, so a Project Manager may choose to immediately release it. If the definition of "done" for an increment is part of the conventions, standards or guidelines of the development organization, all Project Teams must follow it as a minimum. If "done" for an increment is not a convention of the development organization, the Implementation Team of the Project Team must define a definition of "done" appropriate for the product. If there are multiple Project Teams working on the system or product release, the Implementation Teams on all of the Project Teams must mutually define the definition of "Done."

Each Increment is additive to all prior Increments and thoroughly tested, ensuring that all Increments work together. As Project Teams mature, it is expected that their definitions of "Done" will expand to include more stringent criteria for higher quality. Any one product or system should have a definition of "Done" that is a standard for any work done on it.

Change Management using the PDCA (Deming) Cycle

The PDCA Cycle encourages a methodical in your approach to problem solving and implementing solutions. Follow the steps below every time to ensure you get the highest quality solution possible.

Step 1: Plan

First, identify exactly what your problem is. Once you've done this, it may be appropriate for you to map the process that is at the root of the problem. Next, draw together any other information you need that will help you start sketching out solutions.

Step 2: Do

This phase involves several activities:

- Generate possible solutions.
- Select the best of these solutions.
- Implement a pilot project on a small scale basis, with a small group, or in a limited geographical area, or using some other trial design appropriate to the nature of your problem, product or initiative.

Note:	The phrase "Plan Do Check Act" or PDCA is easy to remember, but it's important you are quite clear exactly what "Do" means. ""Do" means "Try" or "Test". It does not mean "Implement fully." Full implementation happens in the "Act" phase.

Step 3: Check

In this phase, you measure how effective the pilot solution has been, and gather together any learnings from it that could make it even better.

Depending on the success of the pilot, the number of areas for improvement you have identified, and the scope of the whole initiative, you may decide to repeat the "Do" and "Check" phases, incorporating your additional improvements.

Once you are finally satisfied that the costs would outweigh the benefits of repeating the Do-Check sub-cycle any more, you can move on to the final phase.

Step 4: Act

Now you implement your solution fully. However, your use of the PDCA Cycle doesn't necessarily stop there. If you are using the PDCA as part of a continuous improvement initiative, you need to loop back to the Plan Phase (Step 1), and seek out further areas for improvement.

Issue Escalation

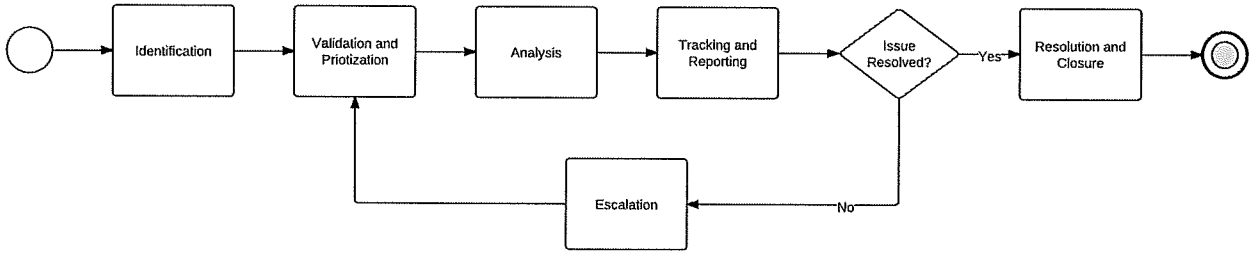
Issue escalation refers to a situation where issues and conflicts that occur inside a project and between project participants that cannot be resolved internally within the project. Unable to find solutions, the project team would then seek external assistance and advice by following the escalation plan. An escalation plan is

a set of procedures set in place to deal with potential problems in a variety of contexts.

NOTE: The escalation process outlined in this section addresses the process for deciding the actions required to reach the resolution of an issue, not the actual resolution of a specific issue. Issues related to the product will be addressed and prioritized following the guidelines defined in the General Assumptions of this Statement of Work.

Issue and Escalation Approach

The issue management process consists of six steps.



Identification

Issue identification occurs throughout the project's life cycle. Issues may arise from meetings, analysis, document reviews, workgroups, and other project activities. Traditionally, either project staff members or end-users identify most issues. Identified issues are documented in meeting minutes and entered directly into the issue log.

Validation and Prioritization

Prior to the status meeting with the core team, The AirIT Project Manager:

- Reviews the issue or action item
- Checks the issue database to ensure the item does not already exist
- Does high-level risk-assessment of the item to determine if item should be logged in the issues list or entered as a change request
- Ensures the desired resolution or concern is clearly worded

If the item is determined to be invalid, the originator of the issue is notified and the item is closed in the issue database.

At the status meeting with the Core team, The AirIT Project Manager:

- Discusses the new issues
- Prioritizes the item
- Confirms the assignment
- Establishes a due date

After the status meeting with the Core team, The AirIT and City Project Managers:

- Makes the final decision on priority, assignment, and due dates
- Updates the issue database with the priority and assignment.

Analysis

The assigned staff member performs the required analysis to address the issue. The assignee updates the issue database with periodic status at least weekly. For issues requiring analysis, the assignee determines the following:

- Impacts to Project Scope
- Impacts to Cost and Schedule

- Impacts to Staff and Infrastructure Resources
- Impacts to Sponsor, User and Stakeholder Relationships
- Risks and Impacts to Existing Risks
- Resolution Alternatives (Pros and Cons)
- Suggested Resolution

The recommendation is documented in the issue database and reviewed at the meeting. The project steering committee must approve the suggested resolution. If the resolution is approved, the AirIT Project Manager updates the issue database to reflect the approval and the assignee is notified to begin performing the resolution. If the resolution is not approved, the issue will be updated with the reason(s) the resolution was rejected and reassigned to the assignee.

Tracking and Reporting

The AirIT Project Manager monitors the issue database weekly to ensure new issues and resolved items are clearly documented. Assignees are required to update the status of the item in the issue database at least weekly.

Escalation (if needed)

The Escalation Process will be used to ensure critical issues are raised soon enough to prevent undesirable impacts to the Project and to ensure the appropriate parties are informed and involved in critical decision-making. The Project Director, Sponsor and stakeholders shall strive to make decisions and address issues at the lowest possible level.

Internal Escalation Process

The internal escalation process is invoked within the Core Project Team when a manager in one of the governance structures determines that an issue requires escalation for resolution. The disputed issue must be reported to the Project Director.

External Escalation Process

If a problem cannot be resolved within the Core Project Team, the Project Director will notify and meet with the Project Sponsor in order to resolve the issue. In the event that the Project Director and Project Sponsor are unable to resolve the issue, they determine the urgency of the issue and escalate to the Executive Steering Committee.

If the issue resolution can be delayed until the next scheduled Executive Steering Committee meeting without negative impact to the Project, its schedule or its budget, the Executive Steering Committee will be asked to address the issue. If timing is critical or resolution cannot be delayed, the Executive Steering Committee members will be contacted to resolve the issue on an emergency basis.

When an item is escalated, the appropriate participants are notified by e-mail or meeting request, which includes the date of the scheduled meeting. The meeting must be scheduled and held within five days of the notification of escalation, or within one day if the issue is considered an emergency.

The notice of escalation includes a summary of the issue and the analysis of each party's position. The participants must review the analysis prior to the scheduled meeting.

The following are examples of types of issues that might be escalated to the Executive Steering Committee:

- Policy Issues
- Schedule
- Adverse Program Impacts
- Go/No-Go recommendations

- Stakeholder disagreements
- Funding

Examples of Types of Escalation

- Escalation will occur if at any time the necessary activities either are not being completed or appear that they will not be completed timely, resulting in a risk to the agreed upon target dates.
- Escalation will occur if at any time it appears either requirements are not being met or cannot be met or those requirements may be contrary to state or county expectations with regard to quality of the system and its subsequent impact on state programs.
- Escalation will occur if at any time an issue is raised for which a decision is needed in order to continue progress on the completion of the activities.
- Escalation will occur if the escalation governance structures are not able to reach concurrence on an issue where concurrence is needed to proceed.

Resolution and Closure

Resolution

The Executive Steering Committee will:

- Review escalated issues and solution alternatives.
- Approve or deny recommended resolutions.
- Commit appropriate resources to support the resolution.
- Provide expedited response and direction on issues which may impact the scope or schedule of activities.

Closure

The AirIT and City Project Managers coordinate the implementation of the issue resolution or completion of the assigned action item. Upon completion of the resolution, the AirIT Project Manager updates the issue database with the final results of the resolution and closes the item in the database. Any materials related to the resolution are stored the network archive and referenced in the issue-tracking database.

Appendix B – List of Reports in PROPworks

Standard Reports

MODULE	NAME
Agreement Management	Agreement Contact Report
Agreement Management	Agreement Detail Report
Agreement Management	Agreement Provision Summary Report
Agreement Management	Agreement Status Report
Agreement Management	Bill Rule History Report
Agreement Management	Event Action Report
Agreement Management	Event History Report
Agreement Management	Event Reports
Agreement Management	Event Summary Report
Agreement Management	Fixed Bill Rule Revenue Abstract Report
Agreement Management	Lease Abstract Summary Report
Agreement Management	Product Pricing Analysis Report
Agreement Management	Rate Change Report
Agreement Management	Space to Leasehold Area Variance Report
Agreement Management	Space to Leasehold Type Variance Report
Agreement Management	Sub-agreement Report
Agreement Management	Tickler Date Report
Aviation Statistics Management	Airline Category Report
Aviation Statistics Management	Airline Detail Report
Aviation Statistics Management	Airline Statistics Report
Aviation Statistics Management	Airstats Transfer Preview Report
Aviation Statistics Management	Category Market Share Detail
Aviation Statistics Management	Configure Stats Comparison
Aviation Statistics Management	Descriptive Category Report
Aviation Statistics Management	Detailed Statistics Matrix Report
Aviation Statistics Management	Group Market Share Detail
Aviation Statistics Management	Statistic Comparison Report
Aviation Statistics Management	Statistic Market Share Report
Aviation Statistics Management	Statistics Matrix Report
Billing and Invoice Management	12 Month Invoice Type Revenue Report
Billing and Invoice Management	12 Month Revenue and Activity Group Rep.
Billing and Invoice Management	12 Months By Month Revenue Group Report
Billing and Invoice Management	Activity By Leasehold
Billing and Invoice Management	Activity Report By Specified Rule Level
Billing and Invoice Management	Activity Report Types
Billing and Invoice Management	Agreement Summary Revenue Group Report
Billing and Invoice Management	Bill Rule Activity Report
Billing and Invoice Management	Billing And Receipt History
Billing and Invoice Management	Billing History Report
Billing and Invoice Management	Billing Rule Check Report
Billing and Invoice Management	Billing Work Area Report
Billing and Invoice Management	BWA GL Summary Report
Billing and Invoice Management	Company Summary Revenue Group Report
Billing and Invoice Management	Double Sided Statement of Account Report
Billing and Invoice Management	Draft Invoice Report
Billing and Invoice Management	Draft Invoice with Address
Billing and Invoice Management	E-Invoice Report
Billing and Invoice Management	Finance Charge Setup Check Report
Billing and Invoice Management	Invoice
Billing and Invoice Management	Invoice Detail Revenue Group Report
Billing and Invoice Management	Invoice Status Report
Billing and Invoice Management	Invoice Summary Report

MODULE	NAME
Billing and Invoice Management	Month End Billing Summary Report
Billing and Invoice Management	One Time Activity Report
Billing and Invoice Management	Reported Activity Group Delete
Billing and Invoice Management	Reported Activity Receipt Summary Report
Billing and Invoice Management	Reported Activity Report
Billing and Invoice Management	Statement of Account Report
Billing and Invoice Management	Utility Bill Detail Report
Carrier Activity Tracking Management	Activity and Charge Detail Report
Carrier Activity Tracking Management	Activity Billing Backup Summary Report
Carrier Activity Tracking Management	Activity Rule Configuration Report
Carrier Activity Tracking Management	Carrier Campus Report
Carrier Activity Tracking Management	Carrier Event Detail Report
Carrier Activity Tracking Management	Carrier Event Reports
Carrier Activity Tracking Management	Carrier Vehicle Report
Carrier Activity Tracking Management	Charge Rule Config Report
Carrier Activity Tracking Management	Flight Activity Detail Report
Carrier Activity Tracking Management	Flight Activity Summary Report
Carrier Activity Tracking Management	Generated Activity Report
Carrier Activity Tracking Management	Generated Charge Report
Carrier Activity Tracking Management	Trade Route Detail Report
Carrier Activity Tracking Management	Vehicle Registry Detail Report
Carrier Activity Tracking Management	Visit Detail Report
Cash Posting Management	Aging Report
Cash Posting Management	Credit Allocation Register
Cash Posting Management	Credit Memo Report
Cash Posting Management	Credit Register
Cash Posting Management	Financial Transaction Report
Cash Posting Management	Journal Entry Report
Company and Contact Management	Company Detail Report
Company and Contact Management	Company Report
Company and Contact Management	Customer Contact Report
Insurance and Surety Management	Compliance Report
Insurance and Surety Management	Provider Report
Insurance and Surety Management	Requirements Report
Revenue and Expense Management	Location RevExp Detail Report
Revenue and Expense Management	RevExp Summary Report
Revenue and Expense Management	RevExp Summary Report Definition
Sales Management	Concession Activity Summary Report
Sales Management	Concession Sales Detail Report
Sales Management	Concession Sales Summary Report
Sales Management	Cost Center Sales Summary Report
Sales Management	Monthly Sales Comparison Report
Sales Management	Period Concession Sales Report
Sales Management	Reported Activities
Sales Management	Tenant Sales Summary Report
Space Management	Space Assignment History Report
Space Management	Space Detail Report
Space Management	Space Hierarchical Balance Detail
Space Management	Space Hierarchical Balance Summary
Space Management	Space Inventory Report
Space Management	Space Usage Detail Report
Space Management	Space Usage Summary Report
System Administration	User Log Report
System Administration	User Profile Report
System Administration	User System Reports
Utility Management	Meter Activity Report

MODULE	NAME
Utility Management	Meter Detail Report
Utility Management	Meter Exception Report
Utility Management	Meter Sequence Report
Utility Management	Utility Summary Report

Airport Intelligence Reports

MODULE	NAME
Agreement Management	Agreement Dates [order by Agreement/Date]
Agreement Management	Agreement List [order by Company/Agrmt]
Agreement Management	Allowed Products List [order by Company/Agrmt]
Agreement Management	Bill Rules Summary List [order by Company/Agrmt]
Agreement Management	Event List [order by Company/Agrmt/Event]
Agreement Management	Leasehold List [order by Company/Agrmt](all UOMs)
Agreement Management	Leasehold List by UOM [order by Company/Agrmt]
Agreement Management	Maintenance Responsibility List [order by Company/Agrmt]
Agreement Management	Provision Summary List [order by Company/Agrmt]
Agreement Management	Utility Responsibility List [order by Company/Agrmt]
Billing and Invoice Management	Billing Work Area List by Batch # [order by Company]
Billing and Invoice Management	Inv Line Detail List by Invoice # [order by Line #]
Billing and Invoice Management	Inv Line Summary List by Invoice # [order by Line #]
Billing and Invoice Management	Inv Payment by Company/Agrmt [order by Invoice#/Line#]
Billing and Invoice Management	Invoice Summary List [order by Company/Agrmt]
Billing and Invoice Management	Invoice Summary List [order by Invoice # desc]
Billing and Invoice Management	Invoice Summary List by Batch # [order by Company/Agrmt]
Billing and Invoice Management	Invoice Summary List by Batch # [order by Invoice # asc]
Billing and Invoice Management	Invoice Summary List by Company [order by Invoice # desc]
Billing and Invoice Management	One Time Activity List by Company/Agrmt
Billing and Invoice Management	Rpt'd Activity Crosstab by Month (across) Activity Type (down)
Cash Posting **Management**	Credit Allocations
Cash Posting **Management**	Credit Register by Day
Company and Contact Management	Company List [order by Company]
Insurance and Surety Management	Insurance Compliance by Company/Agreement
Insurance and Surety Management	Insurance Policy List [order by Company/Policy Type]
Insurance and Surety Management	Surety Compliance by Company/Agreement
Insurance and Surety Management	Surety List [order by Company/Surety Type]
Space Management	Revenue Crosstab by GL Period (across) and GL Code (down)
Space Management	Space Inventory List by Level Name [order by Loc ID]
System Administration	List of Roles
System Administration	List of Roles with Privs
System Administration	List of Users
System Administration	List of Users and Assigned Roles
System Administration	Scheduled Jobs List

Appendix C - Task Acceptance Certificate (Sample)

Acceptance Certificate

Client: San Antonio Airport System

Project: PROPworks® 7 Upgrade

Date: January 12, 2016

AirIT Project Code:

Task #1 Cost: $_____

Deliverables:

- Task 1: Project Kickoff and Assessment
  - Inventories of Custom Reports, Customizations, and Interfaces that relate to PROPworks®
  - Baseline Project Plan
  - Scope of Work Draft
  - Responsibilities Matrix
  - Schedule outline
  - Task Completion Certificate (This Document)

The above deliverables has been reviewed by the San Antonio Airport System and fully meets the objectives expressed by SAAS and Air-Transport IT Services, Inc. and passes the acceptance criteria specified by the San Antonio Airport System.

Signed for San Antonio Airport System **Date**

_____ _____

_____ _____

Signed for Air-Transport IT Services, Inc. **Date**

_____ _____

_____ _____

Appendix D - Change Request Form

The following is a sample Change Request form for development, testing, and implementation of a single custom report. This sample can be modified if it is determined during project assessment if custom reports are required.

Change Request Form

Project #:		**Project Name:**	**PROPworks Implementation**
Change #:	**2**		
Customer Name:	**City of San Antonio**		
Requested By:	**Joe Cool, Controller, City of San Antonio**		
Date Submitted:	**9/21/201 5**	**Date Reply Due:**	**9/25/201 5**

Description of Change:
This change request for the PROPworks Implementation project is for an AirIT Implementation Consultant to provide PROPworks User training to DOT&PF SWA Leasing personnel located in SAN and Stinson Airports.

Justification:
The City has begun rolling out PROPworks for end users, except DOT&PF SWA Leasing staff, who have been experiencing connectivity and other issues and have requested additional PROPworks training related to their business processes prior to their going live.

To remediate this situation, AirIT recommends the City allow an AirIT Implementation Consultant provide PROPworks User Training to DOT&PF SWA Leasing and other staff that will be expected to work and interact with PROPworks. AirIT proposes holding training sessions at SAN and Stinson, two sessions per site (one in the morning and one in the afternoon). This proposal opens the door for SWA Leasing staff to participate in person in one of four training opportunities, away from day to day distractions and focused on learning the best use of PROPworks to assist them with their business processes.

Note: AirIT highly recommends these training sessions NOT be performed using online presentation tools such as WebEx. As useful as these technologies have proven to be in the past, online presentation tools such as WebEx inherently provide a level of disconnect between the instructor and the students. Such a disconnect risks students succumbing to other daily pressures and ultimately not making the most of the lessons being taught.

Assumptions:
- The City has a valid Support and Maintenance agreement with AirIT.
- The City is responsible for scheduling all training facilities and attendees.
- The City is responsible for ensuring that adequate hardware and network resources are available.

Change Request Form

Deliverables and Project Cost*

Number	Description	Unit Price	Qty	Estimated Total
1.0	PROPworks Training • Training Materials Preparation • 4 training sessions at SAN and Stinson	$175.00/hr	56	$9,800.00
2.0	Project Management	$175.00/hr	8	$1,400.00
3.0	Estimated Travel Expenses	$2,750.00	1	$2,750.00
			Total	**$13,950.00**

*** These estimates are valid until September 25th, 2015.**

City of San Antonio Project Manager Approval:

Name: _____

Signature: _____ **Date:** _____

Comments: _____

AirIT Project Manager Approval:

Name: _____

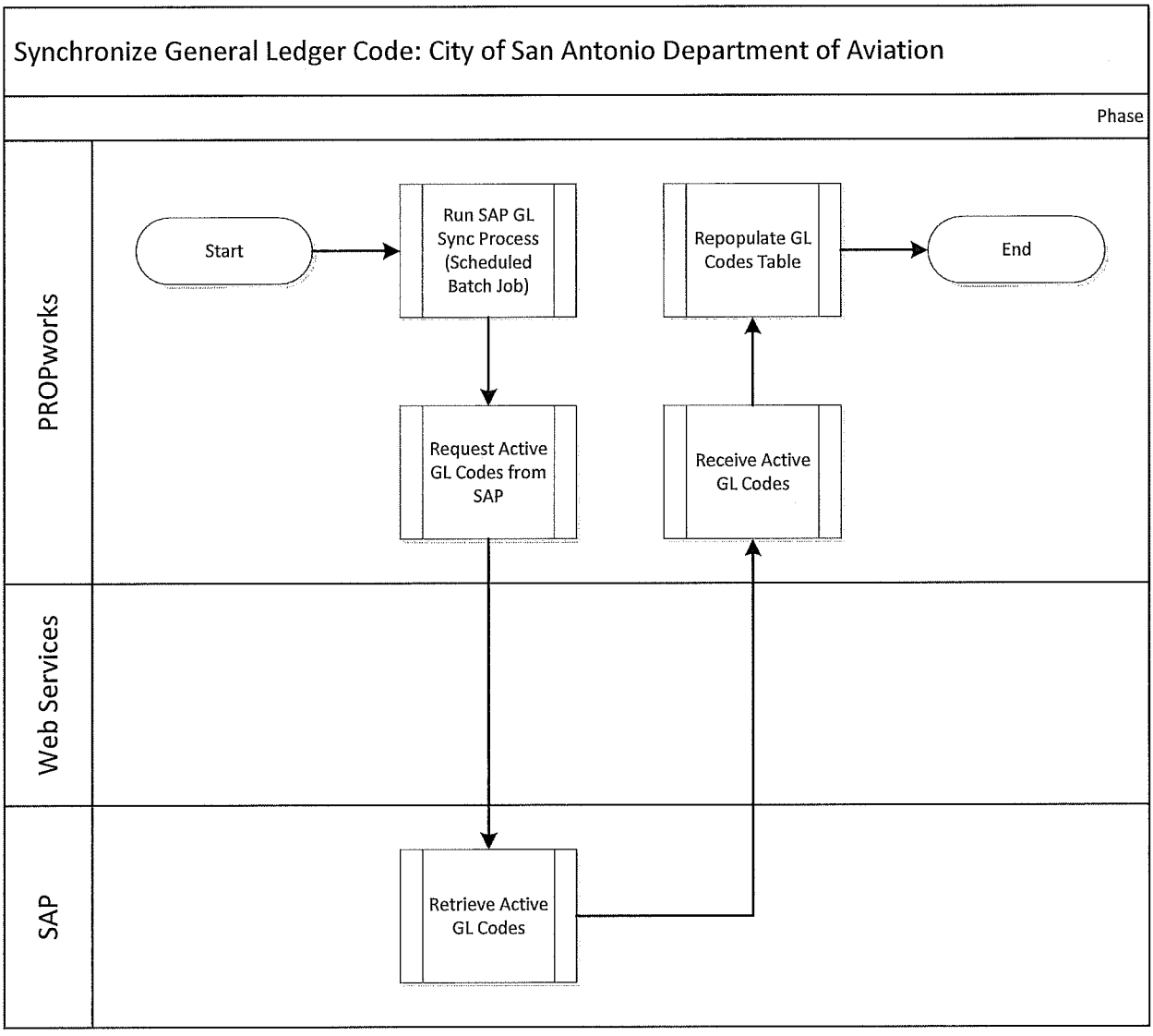
Signature: _____ **Date:** _____

Comments: _____

Appendix E – PROPworks Integration with SAP

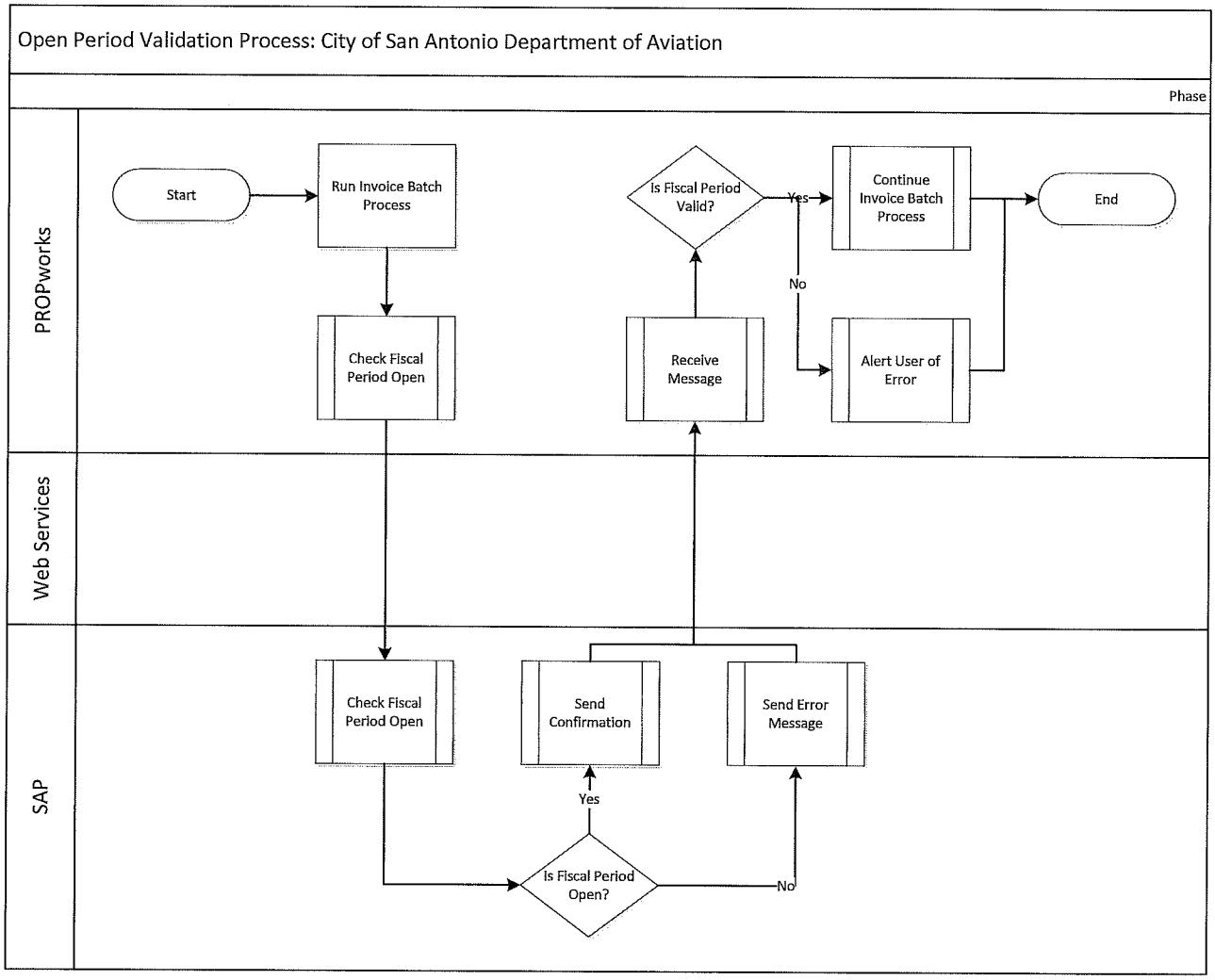
Synchronize GL Codes with SAP

A scheduled job will be defined in the PROPworks Job Scheduler to refresh the GL Code Reference table in PROPworks with Valid GL Codes from SAP. The recommendation is to schedule this job to run nightly.



Validate open billing periods directly with SAP

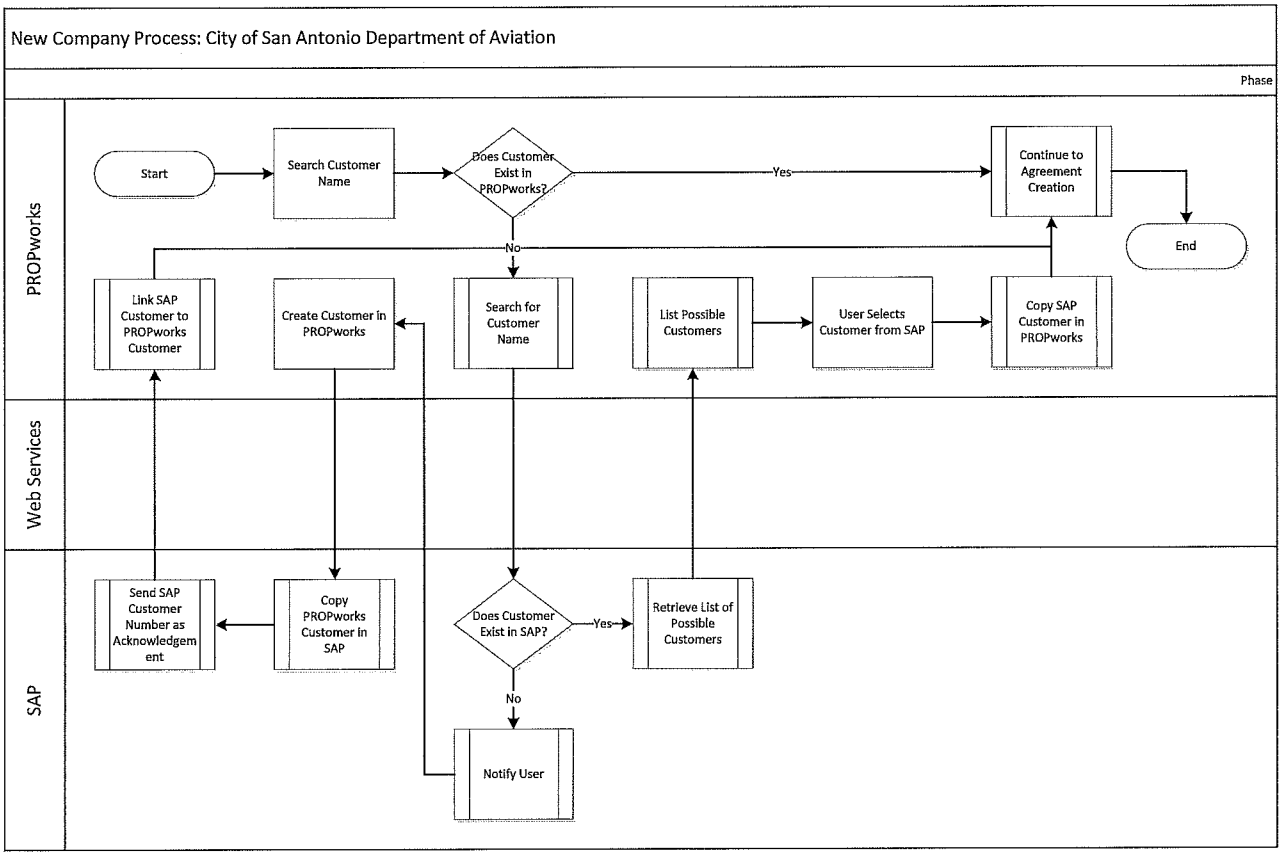
Open Period validation will happen seamlessly for the end user as part of the Invoice Generation Batch process. When the user starts the process, the system will automatically do a fiscal period validation against SAP.



Synchronize PROPworks Companies with SAP AR Customers

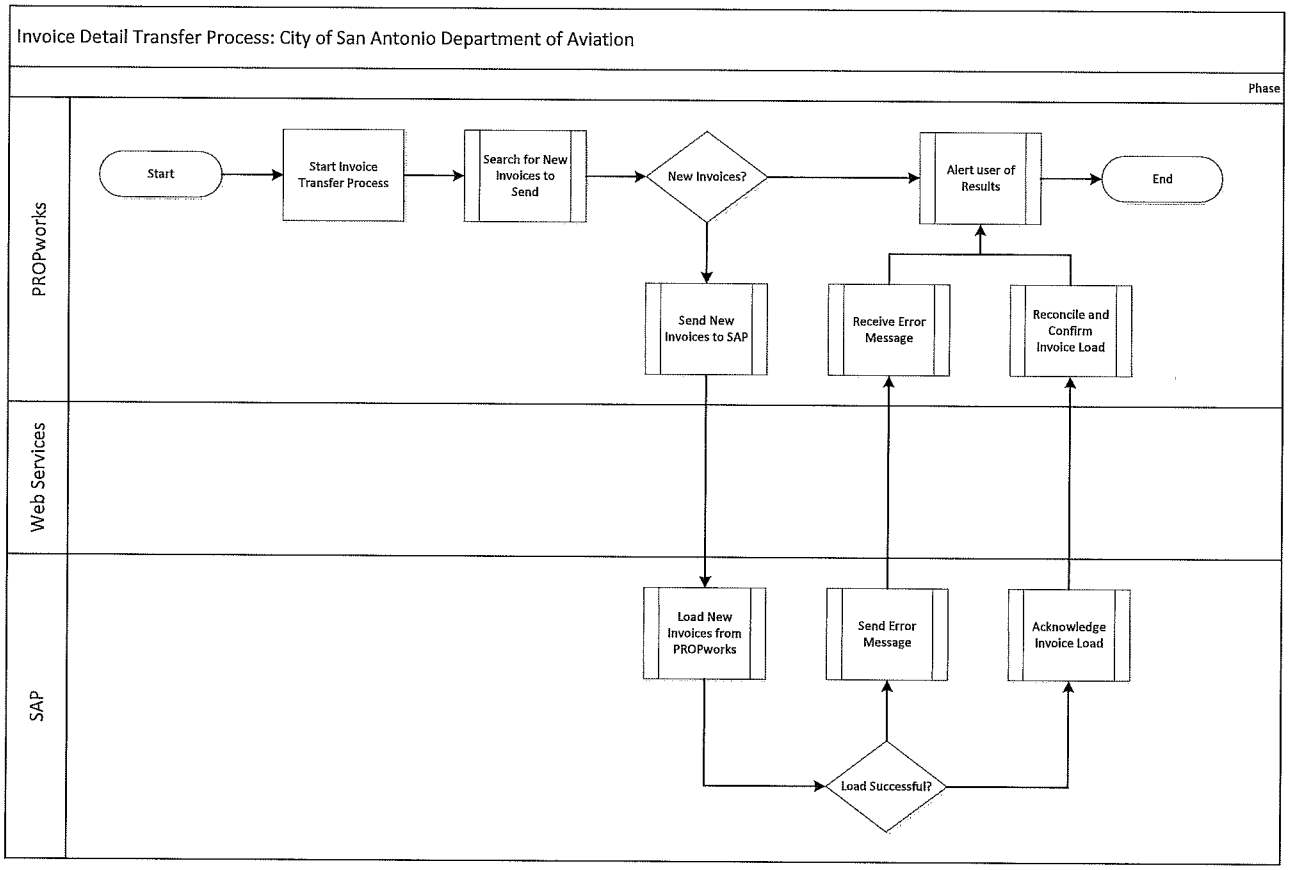
New customers typically get created during the creation of a new agreement in PROPworks. Under this assumption, AirIT has modeled the following process for creating new Companies in PROPworks when integrated with SAP:

1. User opens screen to search for company by name. The user enters text and starts the search by name.
    a. The system searches PROPworks first for the company name. If found, it will retrieve the company information from PROPworks in the PROPworks Company screen. The user can then decide to modify or add contact information, or continue with the agreement creation process.
    b. If the company is not found in PROPworks, the search then calls SAP and searches for the company in SAP. If the customer is found in SAP, the user can select the customer from a list of results and use the information from SAP to create the company in PROPworks. The user can then decide to modify or add contact information, or continue with the agreement creation process.
    c. If the company is not found in either PROPworks or SAP, the user can then add the company information in PROPworks. Upon saving the record, PROPworks will send this information to SAP for SAP to also create this customer record. SAP will then send the SAP customer number to PROPworks to establish a link between the PROPworks company record and the SAP customer record.
2. Every time a change is made to a PROPworks company or contact and the user saves the change, PROPworks will send the company and contact information to SAP for SAP to update its own records.



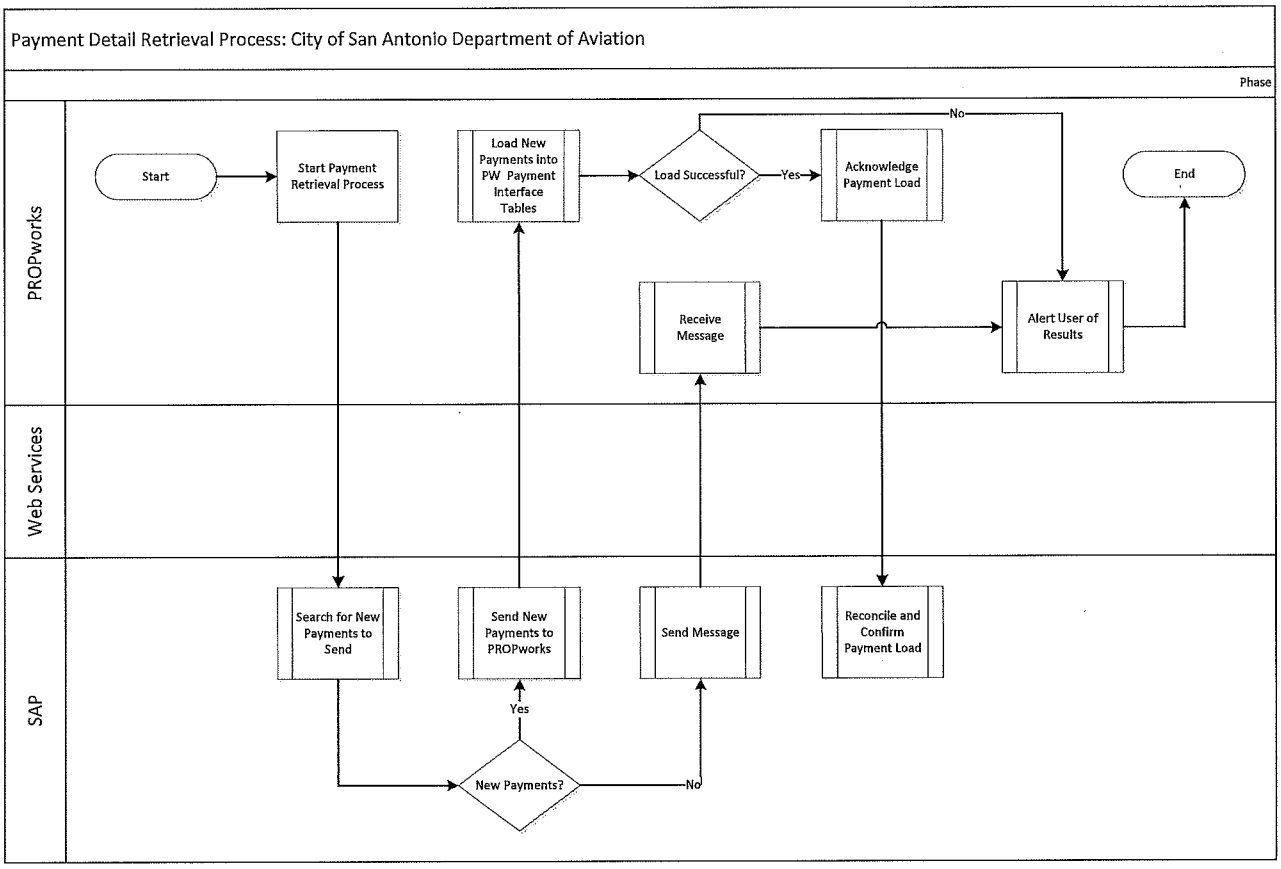
Transfer invoice information from PROPworks to SAP

Invoices are sent to SAP as the financial system of record. PROPworks will have a batch process that will allow the users to send Invoice information to SAP as needed. Users will also have the option to schedule a job in the PROPworks job scheduler to send invoices created on a recurring basis. AirIT recommends a job is scheduled to send invoices from PROPworks to SAP nightly.



Transfer payment information from SAP to PROPworks

As the system of record, SAP will record payments made to invoices that originated from PROPworks. These payment transactions will be sent to PROPworks for reconciliation. Payments will be loaded using the Payment Interface tables and processes in PROPworks. Users will have the option to search for new payments in SAP as needed. PROPworks can expect payments to be sent from SAP at any time.



Air-Transport IT Services, Inc.
5950 Hazeltine National Dr., Suite 210
Orlando, FL 32822
Phone: 407-370-4664
Fax: 407-370-4657

Friday, May 15, 2015

Ms. Marisol Amador
Procurement Specialists III
City of San Antonio Aviation Department
9800 Airport Blvd.
San Antonio, TX 78216

Dear Ms. Amador:

Air-Transport IT Services, Inc. (AirIT) is pleased to provide the City of San Antonio Aviation Department/ San Antonio Airport System (SAAS) with our proposal in response to SAAS's request for competitive sealed proposal (RFCSP) for Property Management Information System Software and Implementation (PMIS). If successful, AirIT will be the Prime Contractor for this project.

AirIT, an Amadeus company, is a US corporation, incorporated in Delaware in 2001, with headquarters in Orlando, Florida; our federal tax ID number is: 36-4445196. AirIT is currently qualified to do business in the State of Texas. AirIT's corporate officers, with more than fifteen (15) years of experience in implementing property, revenue, and lease management solutions at airports, include Mr. Betros Wakim, CEO and Mr. Chris Keller, President & COO.

AirIT is proposing our PROPworks® Property and Revenue Management System in its standard commercial-off-the-shelf form. PROPworks®, described in detail in the following pages, is currently being utilized at many of the largest and most sophisticated airports in the world. PROPworks® is currently used by 7 of the top 10 busiest airports in the USA and more than 120 airports worldwide. Additionally, a critical differentiator that only AirIT can offer SAAS – *to be neither under estimated nor overlooked* – is our significant experience in the successful integration of Airport Property, Revenue, and Management solutions with operational and common use passenger processing systems at numerous international airports including Miami, Fort Lauderdale, Philadelphia, San Jose, Antalya, Turkey, as well as Toronto, and Winnipeg, Canada.

PROPworks® is unique in the industry in that it is a highly configurable, commercial-off-the-shelf solution that can be used for airport facilities of all sizes. PROPworks® is also designed to address multiple locations and the different characteristics of those locations.

One very distinct and important advantage of PROPworks® is that, unlike other systems, it does not need to be customized to meet the needs of SAAS, it only needs to be configured. Customized solutions are very expensive to support and maintain over any period of time. PROPworks® is a comprehensive software solution designed to manage airport and seaport tenant, property, and revenue-related information needed to operate public use facilities efficiently and effectively, as well as being a powerful billing engine. PROPworks® can be interfaced with any commercial, open-source financial system.

AirIT acknowledges receipt of the following three (3) SAAS addenda to the PMIS RFCSP:

- Addendum 1 – Dated April 23, 2015
- Addendum 2 – Dated May 04, 2015
- Addendum 3 – Dated May 11, 2015

Thank you again for affording AirIT this opportunity to submit our Airport Property, Lease, and Revenue Management Software proposal to SAAS. Please note our proposal will remain valid for one hundred eighty (180) days from today and shall remain contingent upon the mutual agreement of SAAS and AirIT relative to contractual Terms and Conditions. Please feel to contact me by telephone or by email at ckeller@airit.com with any questions or comments regarding this proposal.

Respectfully,
Air-Transport IT Services, Inc.

Chris Keller
President & COO

TABLE OF CONTENTS

Executive Summary

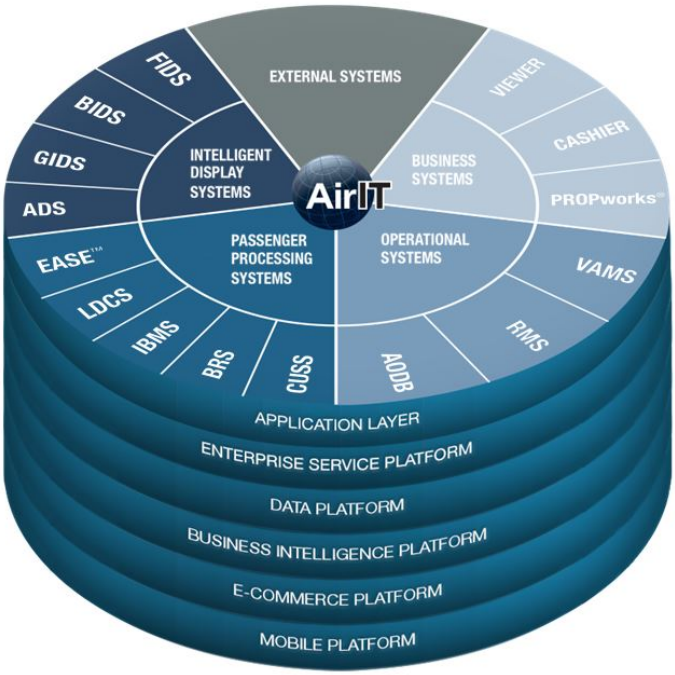
AirIT's principal line of business is designing, developing, integrating, deploying, testing and supporting application software solutions for the commercial aviation industry in general and for the airports market sector in specific. As with all software products developed and supported by AirIT, the SAAS PMIS project will follow our tried and tested design philosophy that is founded on the following four principles:

- **Modular** - Our solutions can be implemented as stand-alone applications or can be combined to create a comprehensive, pre-integrated solution, such as our total airport management and operational systems. This modular approach makes it possible to utilize only those applications that are necessary while providing the customer with the flexibility and ease to upgrade, add products, or integrate with existing legacy systems.

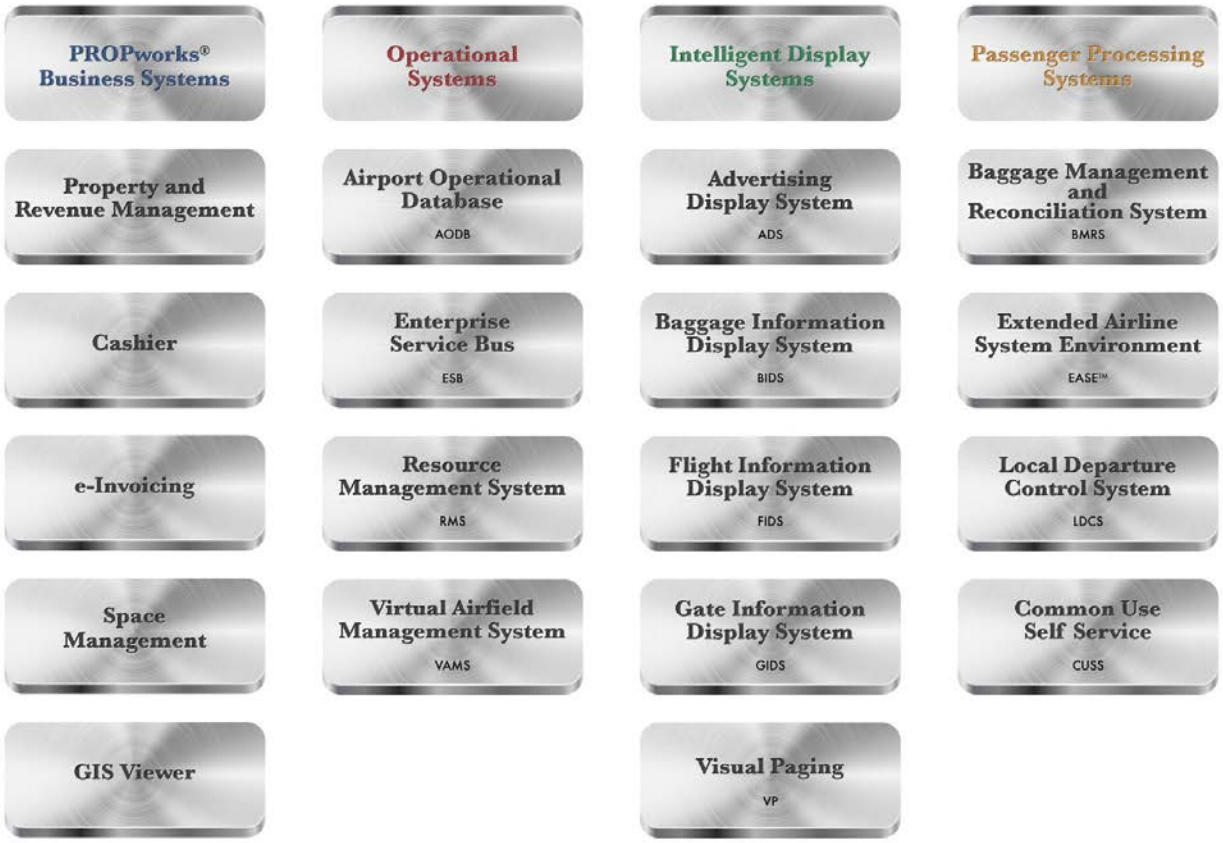
- **Scalable** - Scalability provides our clients a flexible upgrade path to address growth and their changing business environment. As your airport adds new customers and resources, you are able to scale the existing software to meet your growth needs without having to make a significant capital and resource investment that is required to replace the system.

- **Open** - The software is developed on standard procedural and object oriented programming languages such as JAVA and web services components like XML, HTTP and SOAP.

- **Integrated** - The advanced software design and its 'openness' provide for an easy and seamless integration to any of our other software applications. When integrated, our solutions allow our customers to benefit from a high degree of data integrity through the use of a "central repository" that warehouses all vital airport and operational information. Furthermore, our centralized data model significantly improves an airport's operational efficiencies by providing a highly automated solution which eliminates the high cost associated with erroneous data, dual entry or manual intervention.



The AirIT solution suite is continually enhanced by leveraging technological advancements to meet our customer's requirements. Our product life-cycle methodology is to migrate our customers' solution sets to the latest technological platforms while adding new features and functionality that help improve their operational efficiencies and streamline their business processes. This progressive approach is attributed to our design philosophy and software architecture that is founded on the following four principles: modular, scalable, open and integrated.



AirIT solutions are operational in 30 of the top 50 busiest airports in North America, and as a testament to their scalability, these same solutions are at home in more than 120 airports worldwide.

With over a decade of experience in supplying fully integrated airport information management systems, our corporate heritage specifically and successfully addresses SAAS's project experience requirements for your PMIS project.

AirIT has never failed a project and has completed all of them on time and within the allotted budget. In fact, all the customers referenced in our proposal are still active accounts where we are either providing support and/or maintenance or are engaged to provide additional services.

AirIT's mission is to provide our customers with the world's best integrated air transport solutions that are designed to reduce costs, optimize cash flow and improve operational efficiencies. To this end, AirIT's executive management team remains committed to customer service and takes

an active role in the delivery and management of all projects and accounts. Every airport project team member has direct access to the Project Executive, COO and CEO.

Respondent Questionnaire
Attachment A, Part One

The completed Respondent Questionnaire form follows this page as Attachment A, Part One.

Experience, Background, and Qualifications
Attachment A, Part Two

The completed Experience, Background, and Qualifications form follows this page as Attachment A, Part Two.

Proposal Plan
Attachment A, Part Three

The completed Proposal Plan form follows this page as Attachment A, Part Three.

Proposal Plan for PROPworks® Implementation

Project Description

Air Transport IT Services, Inc., developers of the PROPworks® Property and Revenue Management system, proposes the following project for San Antonio Airport System (SAAS), the managing organization of the San Antonio International Airport (SAT) in San Antonio, Texas. The purpose of the project is to deliver an Airport Property Management Information System (PMIS) for the SAAS.

One very distinct and important advantage of PROPworks® is that, unlike other systems, it does not need to be customized to meet the needs of SAAS, it only needs to be configured. Customized solutions are very expensive to support and maintain over any period of time. PROPworks® is a comprehensive software solution designed to manage airport and seaport tenant, property, and revenue-related information needed to operate public use facilities efficiently and effectively, as well as being a powerful billing engine. PROPworks® can be interfaced with any commercial, open-source financial system. As a result, we have proposed our proven methodology of software implementation that has been performed at some of the largest airports in the world and seriously reduces the time and cost of deploying the software as outlined in the RFP.

Background

"Current" Technology Environment

The Aviation Department's current PMIS systems and processes do not support the needs and goals of the Aviation Department. The lack of a fully functioning PMIS solution has greatly limited the organization in making the best possible use of resources, forecasting, budgeting, invoicing, and managing tenant leases and contracts.

The Aviation Property & Business Development Coordinators currently have several means of storing data on airport tenants:

- Paper that holds vital information such as contract renewal dates, square footage of floor space and pricing.
- A Database to store Insurance and Performance Guarantee information on tenants.
- SAP to store "fixed invoice" billing information.
- SAP to store certain statistical information. However, the statistical information (passenger and/or gross revenue) does not interface with the bill rules to self-generate invoices and/or benchmarking measurements such as cost per enplaned passenger, parking revenue per enplanement, revenue per square foot, etc.
- Excel files with Gross Revenue and Revenue to Airport.

The Aviation Department uses components of SAP and an in-house Access database for tracking contract renewal dates, square footage of floor space, pricing, and tenant insurance information. There are several challenges with the current process:

- The Aviation Department does not have a tenant portfolio for monitoring or reporting
- Risk of errors due to multiple entry of the same information
- No reporting for allocation of costs to appropriate cost centers in accordance with current rates and charges methodology.
- No single source of information to develop management tools such as revenue per enplanement, revenue per terminal, revenue per square foot, etc.

Project Goal

The goal of the Aviation Department's deployment of a Property Management System is to have one system that will store contract information and associated statistical information pertaining to tenants at both San Antonio International and Stinson airports.

- Single point of entry for information – Less chance of error when reentering data to multiple programs. Currently, data is entered into a data base system for some of the basic lease information, SAP, individual excel files for different types of leases, etc. without equal access by the various users. The goal of one system includes:
    - All information about each lease can be input into one system.
    - Ability to track lease space, building, ground, etc.
    - Rental rates (both fixed and variable and comparisons such as minimum annual guarantee vs. percentage).
    - Various contact information (corporate, local management, accounts payable, environmental, etc.).
    - Various action dates (upcoming expiration date of lease, insurance, surety bonds, etc., dates for option periods, dates for planned rental rate increases, appraisal requirements, etc.) including alerts.
    - Maintenance responsibilities (tenant vs. airport).
    - All users have access to same current information from single source.
    - Lease accounting (AR Tenant tracking, Invoice generation from rental information, payment processing).
    - Comprehensive analysis and reporting, including break down of rates and charges and leases.
    - Fiscal forecast reporting (budgeting and longer term forecasts).

Invoice generation from rental information – for variable rate billings staff currently must enter information into the statistical or excel files and then manually calculate rents and reenter into SAP. This is particularly cumbersome with rents that are based on the greater of a Minimum Annual Guarantee or a percentage rent including a lease year-to-date comparison and provides a greater chance of errors in re-entry of data instead of it being generated from a single source.

- Interface to SAP for City enterprise financial integration.
- Better access to historical information that can be accessed by Fiscal Year, Calendar Year, or any determined part of a year(s).
- Management Reports.
- With all of the data in a single location, staff can produce reports that compare gross revenue (or revenue to the airport) to square footage, enplaned passengers, deplaned passengers, total passengers, no. of transactions, etc.
- Better ability to project revenues for budget purposes.
- Month-to-month, year-to-year, year-over-year, etc. reports for comparative purposes.
- Reports to Outside Agencies.
- Create reports required for FAA, ACI, miscellaneous surveys (industry groups, other airport requests, bond rating agency requests, etc.).
- More efficient and effective workflow – less duplication of entries, less chance of error in reentering info.
- Potential for input directly from tenants into system instead of mailing, e-mailing or faxing and having to manually re-enter the data.
- Airline statistical information (passenger data, operations, landed weigh).
- Concession gross revenue reports.
- Rental car gross revenue reports, daily transaction reports, CFC reports.
- Parking information by parking area.
- Ability to easily develop individualized dashboards and reports to meet individual needs.
- Ability to change names on leases (mergers, bankruptcies, etc.).
- Ability to identify sub-lessees and link the sublease agreement(s).

Proposed Solution

Based on the “Current Technology Environment” and “Project Goals” described in the “Request for Competitive Sealed Proposal” from the City of San Antonio, AirIT has identified the following challenges for the San Antonio Airport System:

Challenge 1: No Single Source of Truth for Managing Properties

Solution: PROPworks® Property and Revenue Management System

PROPworks® Property and Revenue Management System is a highly configurable off-the-shelf software solution used at airport facilities of all size and scope. PROPworks® is unique because it does not need to be customized to meet the needs of any airport; it only needs to be configured. This comprehensive software solution and powerful billing engine is designed to manage the mass of tenant, property, and revenue-related information needed to operate airports efficiently and effectively.

The power to PROPworks lies within its modules. It is the integration of these modules that helps airport operators streamline their operations by reducing duplicity in data and effort and by automating the flow of information across the business units. The following describe the modules being proposed as part of the solution and an overview of how each module will benefit SAAS:

Agreement Management

Provides features for managing information about all tenant agreements, contracts, leases, etc., with companies which do business with the operator. For each agreement, the system accommodates multiple amendments, terms and conditions, options and escalations, spaces/leased areas, etc.

Company and Contact Management

The Company/Contact Management module provides features for managing detailed information about any entity doing business with the operator. Information about the company and about its agreements, contacts, shareholders, and suppliers are recorded or displayed. Information such as name, address, phone numbers, and job responsibilities can be maintained for an unlimited number of contact persons for each company.

The Company/Contact Management module operates independently of the other modules. This provides a single, facility-wide source of company information and eliminates the need for each facility office or each department to maintain different lists. This information is used by all PROPworks® modules.

Billing and Invoicing

The Billing and Invoicing Management module is the most flexible, powerful, and complex of the PROPworks system. It is used to consolidate all fixed and variable monthly charges, create preliminary billings, and generate statements and invoices.

Bills or invoices are the operator's way of ensuring it is compensated for the use of its facilities or services by other companies. Bills can be based on tenancy or occupancy, minimum guarantees, activities, or miscellaneous fees.

Sales Management

The Sales Management module provides features for collecting, summarizing and reporting revenue information. This module interfaces with the Billing and Invoicing module to prepare invoice information for billing from the PROPworks® system.

Cash Posting

The Cash Posting function is used to enter or view payments made against invoices. The Cash Posting allows the users to group payments by batch, apply payments to invoices at the line or invoice level, create Credit Memos and apply against invoices, reverse payments, and write off unpaid invoices as bad debt. In addition, General Ledger codes can be associated with accounting functions and campuses. General Ledger transactions can be created, edited and exported to any external financial systems.

Insurance and Surety Management

The Insurance and Surety Management system provides a way to enter and track the insurance policies, surety bonds, letters of credit, and similar documents needed to meet requirements specified in Agreements.

Aviation Statistics

The PROPworks® Aviation Statistics module provides features for collecting, summarizing and reporting statistics on airfield activity, as typically required by the operator. The statistics are gathered by airline. The user can decide what data to gather-usually the major statistical categories include passenger, cargo, and landings/weight information. The Aviation Statistics module can also be used to track statistics on durations (for example, tracking the amount of time that an airline spent on a particular gate during a billing period) and location groups (for example, grouping gates into terminals, zones, or both). The Aviation Statistics module provides the user with great flexibility in defining the statistical categories and dimensions used to track the data. This module interfaces to the Billing and Invoicing module to prepare invoice information for airline billing.

Utility Management

PROPworks® Utility Management tracks detailed information about all utility meters. It tracks information about utility meter leasehold assignments, sub-meters and spaces served by recording the monthly readings of each meter and assigning each meter to a tenant or to the operator. This information is used by the PROPworks® Billing and Invoicing module to bill tenants

for utility usage each month and to track utilities for the purposes of calculating rates and charges. The module also contains information about utilities and meters that are associated with an agreement for which a third party is responsible for the payment of those utilities.

Space Management

The PROPworks® Space Management module provides features for maintaining an inventory of land, buildings, rooms, and other entities. This inventory can be used to support marketing, leasing, planning, and other functions. In addition, the Space Management module provides features for maintaining information about the contents of a room or area.

Challenge 2: Ad-Hoc Reporting, Compliance Reporting, and Data Analytics

Solution: AirIT's Airport Intelligence for Business Systems

Powered by Jaspersoft, this **AirIT's Airport Intelligence for Business Systems** system seamlessly integrates with PROPworks and other systems to provide real-time analytics and decision-making capabilities, further enhancing the availability of a single source of truth for operators. Users will be empowered to create ad-hoc reports using crosstabs and charts through a user-friendly web interface. For more advanced reporting needs, pixel-perfect reports can be added to the business intelligence server as needed. All reports can be exported to the most common file formats, including PDF, Excel Spreadsheets and Word Documents.

Challenge 3: Customer Self-Reporting and Self Service

Solution: PROPworks® Portal

Just Released in April 2015, **PROPworks Portal** will allow SAAS tenants and other customers to:

- Maintain their own contact information
- Retrieve their latest invoice
- Enter sales and usage activities as required in their agreements with SAAS.

Not only will food and beverage concessionaires will be able to enter their sales activities on their own, but also commercial airlines would have the option to enter their own activities, including AIF Fees, Aircraft Parking, Landings, Passengers, etc. All the information SAAS needs from tenants for billing and reporting can now be collected through one standard gateway.

PROPworks Portal can also be used to enter Parking Revenue and any other activity required of SAAS's customers.

Challenge 4: Integration with Computerized Maintenance Management System (CMMS)

Solution: AirIT's Enterprise Service Bus (ESB)

The Enterprise Service Bus is used to map the Service-Oriented Infrastructure (SOI) and Service-Oriented Architecture (SOA) concepts onto a concrete implementation. As with any Enterprise

Application Integration (EAI) systems, ESB is not about business logic – that is left to higher levels. It is about infrastructure logic. AirIT's ESB allows for the unrestricted sharing of data and business processes among any connected application or data sources in the enterprise.

Challenge 5: Implementation Approach

Solution: AirIT's Ascent Implementation Methodology

AirIT recognizes the urgency upon which SAAS needs to implement a PMIS solution. As such, AirIT will utilize an Agile approach for this implementation. Developed over years of experience deploying Property and Revenue Management solutions in some of the busiest, most dynamic airports in the world, AirIT's Ascent approach to implementation builds upon the Agile principles of:

- Individuals and interactions over processes and tools
- Working software over comprehensive documentation
- Customer collaboration over contract negotiation
- Responding to change over following a plan

This approach is designed to deploy different functionality of the solution in stages. For each stage of the process, project team members will PDCA approach:

- **Plan** ahead for change, analyze and predict the results.
- **Do** the plan, taking small steps in controlled circumstances.
- **Check**, study the results.
- **Adjust** or take action to standardize or improve the process.

This will help ensure that each stage will take weeks, not months, to complete, that at the end of each stage there is working system with additional functionality, and that each stage builds on the functionality deployed on the previous stage.

This iterative and incremental approach to implementation will allow SAAS to begin working with the solution within a few weeks from the project kickoff. This approach defines a flexible, holistic strategy where a project team works as a unit to reach a common goal. The project team will work in close online collaboration with all team members, fostering daily face-to-face communication among all team members and disciplines in the project. This allows the project team to focus on maximizing the team's ability to deliver quickly and respond to ever-evolving requirements.

For SAAS, AirIT recommends approaching this implementation with two main objectives:

1. Get SAAS staff using PROPworks quickly to manage Contracts and generate Revenue.
2. Build up additional functionality to support SAAS business needs and increase the effectiveness in managing property and revenue.

For the first objective, AirIT implementation consultants will work closely with SAAS staff to:

- Deploy the baseline system and configure it to support the management of contracts
- Identify and prioritize contracts to be managed by the PMIS solution by Classification
- Define and load the contracts to be managed in the system using templates wherever possible
    - This includes entering any additional information into the system to support the use of the contract.
    - Contracts will be loaded in groups as classified by the Project Team in order of priority.
- At the end of the loading of contracts for each group, SAAS will have the option to begin managing them through the system.
- Begin using the system to manage contracts and collect revenue

Once baseline processes and configurations are in place and users begin reaping the benefits of the PMIS solution, AirIT implementation consultants will shift efforts into enhancing the functionality of the solution by defining and configuring the mechanisms for:

- Managing compliance of Insurance and Surety requirements
- Collecting revenue from airline statistical reports and concession sales reports
- Collecting revenue through utility meter readings
- Managing SAAS's inventory of leased and vacant spaces
- Integrating the PMIS solution to SAAS's CMMS for identifying maintenance responsibilities and collecting revenue for work orders executed by SAAS staff
- SAAS tenants to report on activities directly from the World Wide Web.

Project Terms

Total Cost and Payment Terms

The total cost for this project is offered to SAAS at a fixed price. Attachment G shows all tasks costs and a payment schedule.

The project will be invoiced by completed tasks. All such fees and costs, will be invoiced monthly and will be payable within the terms of the agreement.

Estimated Schedule

The project is estimated to take 44 weeks to complete. The actual duration of the project is subject to change as the project progresses and evolves.

Estimated Start Date

Upon receipt of Award and a signed Agreement, AirIT will work with SAAS to determine a mutually-agreed-upon start date.

Project Staff

The AirIT Project Director will be Daniel Negrón. The on-site and remote consultant staff will be determined by availability when the project is scheduled. Resources and role assignments are subject to change as the project progresses and evolve.

Changes to PROPworks® Features and Functionality

AirIT is continually adding new functionality, changing features and making improvement to PROPworks®. Because of these ongoing changes, changes in the law and the changing nature of technology, PROPworks® will change from time to time. As a Commercially-available Off-The-Shelf (COTS) product, changes to functionality between releases of PROPworks® are documented in the "Summary of Product Changes in PROPworks®," included in the release package for each release of PROPworks® and published in AirIT's Support Portal "NOVO."

SAAS is responsible for reviewing the "Summary of Product Changes in PROPworks®" and determine if any change in functionality could potentially have a negative impact on its business processes going forward. Any such instance of a functionality that could negatively impact SAAS's business processes going forward will be raised as an issue, entered in the issues log, and processed accordingly. Any issue that leads to a change in the scope of this project, as determined by the Core Project Team, will be documented and processed as a change request.

Project Specific Assumptions

- SAAS will select an Executive Project Sponsor and a Project Manager to act as the main point of contact for the project, and liaison with the AirIT Project Manager/Consultant.
- The PROPworks® upgrade will be to the most current release of PROPworks® at the completion of the project, or the most current version of PROPworks® agreed upon by SAAS and AirIT should unforeseen delays occur.
- Although some tasks may be done remotely, the majority of the tasks will be done onsite as requested by SAAS. Any tasks done remotely that require access to the SAAS network will be done through a SAAS-provisioned secure access mechanism such as a virtual private network (VPN). AirIT will abide by SAAS's network security policies while working on SAAS's network.

General Project Assumptions

- Customization of standard reports and interfaces is not included in the Statement of Work, other than as specifically noted in the descriptions within the scope of work.
- SAAS is responsible for scheduling all training and meeting facilities, and attendees.

- System testing of new features in PROPworks® is addressed through the Support and Maintenance agreement and is not specifically included in this Statement of Work.
- The hardware specifications for PROPworks® are included in the current version of the PROPworks® Release Notes. SAAS is responsible for ensuring that adequate hardware and network resources are available for implementation, testing, training and the cutover to production use.
- The project does not include installing or managing server infrastructure.
- SAAS has valid licenses for all required Oracle and other third party products required for the installation and operation of PROPworks®. Details are provided in the PROPworks® Release Notes.
- SAAS has valid PROPworks® license and Support and Maintenance in effect for the period of the project.
- Issues found in PROPworks® not related to any requirement configuration defined during this project will be addressed as part of the SAAS's Support and Maintenance Agreement with AirIT.
- Issues found in PROPworks® **related to the PROPworks® implementation process**, or that impact PROPworks® core functionality, will be tracked in the project issues log and will be addressed as part of this project.
- Issues found in PROPworks® **not related to the PROPworks® implementation process** will be addressed as part of the SAAS's Support and Maintenance Agreement with AirIT.
- Requests for new functionalities or changes to standard features or functionalities of PROPworks® that do not impact the delivery of PROPworks® into Production will be addressed as enhancement requests as part of the SAAS's Support and Maintenance Agreement with AirIT.
- Requests for new functionalities or changes to standard features or functionalities of PROPworks® that 1) are not already covered in this Statement of Work, and 2) directly impact the completion of this project will be addressed as change requests which can lead to changes in the delivery schedule and could incur additional costs for this project.
- Those issues that impact the delivery of this project will be documented and tracked as part of the project's open issues list.
- Any changes to the Statement of Work will be documented as a change request.
- The upgrade process inherently includes the conversion of all the core and standard data tables and data is included within this scope of work. Any data conversion related to custom database objects, that is, objects that are not part of the core or standard PROPworks® database, are not included as part of this scope, unless specifically noted in the task descriptions within the scope of work.

- SAAS staff will work together with AirIT staff to ensure accuracy of the configurations and the availability of the PROPworks® environments.
- SAAS is responsible for ensuring that adequate hardware and network resources are available.

Phase 1: PROPworks Deployment

Activities

AirIT implementation consultants will work closely with SAAS staff to:

- Deploy the baseline system and configure it to support the management of contracts.
- Identify and prioritize contracts to be managed by the PMIS solution by Classification.
- Define and load the contracts to be managed in the system using templates wherever possible:
    - This includes entering any additional information into the system to support the use of the contract.
    - Contracts will be loaded in groups as classified by the Project Team in order of priority.
- At the end of the loading of contracts for each group, SAAS will have the option to begin managing them through the system.
- Begin using the system to manage contracts and collect revenue.

Task	Task Name
1.1	Kickoff Meeting
1.2	Set Up Environment
1.3	Define and Prioritize Agreements by Classification
1.4	Set Up Cash Posting
1.5	Insurance and Sureties Provisions Workshop
1.6	Train Staff on ABI Development
1.7	Agreement Load (Repeat as Needed)
1.8	Admin Training
1.9	Go Live

Deliverables

- Future business process flow (Visio Drawing)
- Installed in Development and Test environments
    - PROPworks Core Modules
        - Agreement Management
        - Company and Contacts Management

        - Billing and Invoicing
        - Concession Sales Management
    - PROPworks Cash Posting Module
    - Airport Business Intelligence
- Issues List
- Task Completion Certificate for each task.

Task Specific Assumptions

- AirIT and SAAS must approve any changes to the PROPworks® Development and Test environments once they are built and staged.
- The items listed in this task require the customer to be licensed for the PROPworks® Business Intelligence Plus product.
- Any report, dashboard, or metadata layer configured to support the delivery requirements of this task will become part of the PROPworks® Business Intelligence licensed product. As such:
    - AirIT will be responsible for supporting any of the items created for this task.
    - AirIT reserves the right to license these reports to other customers.
    - AirIT reserves the right to adjust support costs accordingly to any customer using the licensed version of the PROPworks® Business Intelligence product.
- AirIT is not responsible for writing a detailed test plan for UAT.
- SAAS may choose to include additional scenarios in its UAT Test Plan. AirIT will support these scenarios as long as the scenarios are based on standard PROPworks® functionality.
- Those issues that impact the delivery of this project will be documented and tracked as part of the project's open issues list.
- A signed Task Completion Certificate indicates customer acceptance of the completion of this task.

SAAS Commitment

- Available for project issues meetings
- Scheduling meeting facilities and attendees
- SAAS will provide access to appropriate documentation or resources for AirIT staff to develop the mechanisms to interface information between PROPworks® and third-party systems.
- SAAS is responsible for ensuring proper and comprehensive testing of the software as it applies to its business processes.
- SAAS is responsible for scheduling all training facilities and attendees.
- SAAS is responsible for ensuring that adequate hardware and network resources are available.

- SAAS staff will work together with AirIT staff to ensure effectiveness and expediency during the Go-Live process.
- SAAS is responsible for committing key personnel to support and perform the Production deployment of PROPworks® during the mutually agreed-upon timeframe.
- SAAS is responsible for committing key personnel to conduct system acceptance testing of the Production deployment.

Phase 2: PMIS Solution Build-up

Activities

AirIT implementation consultants will work closely with SAAS staff to enhance the functionality of the solution by defining and configuring the mechanisms for:

- Managing compliance of Insurance and Surety requirements.
- Collecting revenue from airline statistical reports and concession sales reports.
- Collecting revenue through utility meter readings.
- Managing SAAS's inventory of leased and vacant spaces.
- Integrating the PMIS solution to SAAS's CMMS for identifying maintenance responsibilities and collecting revenue for work orders executed by SAAS staff.
- SAAS tenants to report on activities directly from the World Wide Web.

Task	Task Name
2.1	Insurance and Sureties Compliance Implementation
2.2	Utilities Implementation
2.3	Aviation Statistics Implementation
2.4	Space Implementation
2.5	CMMS Integration
2.6	Portal Implementation

Deliverables

- Future business process flow (Visio Drawing)
- Installed in Development and Test environments
    - PROPworks Additional Modules
        - Insurance and Sureties Management
        - Aviation Statistics Management
        - Utilities Management
        - Space Management
    - AirIT Enterprise Service Bus
    - PROPworks Portal
- Issues List
- Task Sign-off Certificate

Task Specific Assumptions

- AirIT and SAAS must approve any changes to the PROPworks® Development and Test environments once they are built and staged.
- The items listed in this task require the customer to be licensed for the PROPworks® Business Intelligence Plus product.

- Any report, dashboard, or metadata layer configured to support the delivery requirements of this task will become part of the PROPworks® Business Intelligence licensed product. As such:
    - AirIT will be responsible for supporting any of the items created for this task.
    - AirIT reserves the right to license these reports to other customers.
    - AirIT reserves the right to adjust support costs accordingly to any customer using the licensed version of the PROPworks® Business Intelligence product.
- AirIT is not responsible for writing a detailed test plan for UAT.
- SAAS may choose to include additional scenarios in its UAT Test Plan. AirIT will support these scenarios as long as the scenarios are based on standard PROPworks® functionality.
- Those issues that impact the delivery of this project will be documented and tracked as part of the project's open issues list.
- A signed Task Completion Certificate indicates customer acceptance of the completion of this task.

SAAS Commitment

- Available for project issues meetings.
- Scheduling meeting facilities and attendees.
- SAAS will provide access to appropriate documentation or resources for AirIT staff to develop the mechanisms to interface information between PROPworks® and third-party systems.
- SAAS is responsible for ensuring proper and comprehensive testing of the software as it applies to its business processes.
- SAAS is responsible for scheduling all training facilities and attendees.
- SAAS is responsible for ensuring that adequate hardware and network resources are available.
- SAAS staff will work together with AirIT staff to ensure effectiveness and expediency during the Go-Live process.
- SAAS is responsible for committing key personnel to support and perform the Production deployment of PROPworks® during the mutually agreed-upon timeframe.
- SAAS is responsible for committing key personnel to conduct system acceptance testing of the Production deployment.

AirIT's Ascent Strategy for Implementation

AirIT's Ascent strategy for implementation is based on the Scrum Guide by Jeff Sutherland and Ken Schwaber. As defined by the authors, Scrum is a framework within which people can address

complex adaptive problems, while productively and creatively delivering products of the highest possible value. The Scrum framework consists of Project Teams and their associated roles, events, artifacts, and rules. Each component within the framework serves a specific purpose and is essential to Scrum's success and usage. The rules of Scrum bind together the events, roles, and artifacts, governing the relationships and interaction between them.

Project Teams

Teams are self-organizing and cross-functional. Self-organizing teams choose how best to accomplish their work, rather than being directed by others outside the team. Cross-functional teams have all competencies needed to accomplish the work without depending on others not part of the team. The team model in Scrum is designed to optimize flexibility, creativity, and productivity.

Teams deliver products iteratively and incrementally, maximizing opportunities for feedback. Incremental deliveries of "Done" product ensure a potentially useful version of working product is always available.

Team Participants Roles and Responsibilities

The Project Manager

The Project Manager is responsible for maximizing the value of the product and the work of the Implementation Team. How this is done may vary widely across organizations, Project Teams, and individuals. The Project Manager is the sole person responsible for managing the Project Backlog. Project Backlog management includes:

- Clearly expressing Project Backlog items
- Ordering the items in the Project Backlog to best achieve goals and missions
- Optimizing the value of the work the Implementation Team performs
- Ensuring that the Project Backlog is visible, transparent, and clear to all, and shows what the Project Team will work on next
- Ensuring the Implementation Team understands items in the Project Backlog to the level needed.

The Project Manager may do the above work, or have the Implementation Team do it. However, the Project Manager remains accountable.

The Project Manager is one person, not a committee. The Project Manager may represent the desires of a committee in the Project Backlog, but those wanting to change a Project Backlog item's priority must address the Project Manager.

For the Project Manager to succeed, the entire organization must respect his or her decisions. No one else is allowed to tell the Implementation Team to work from a different set of requirements, and the Implementation Team isn't allowed to act on what anyone else says.

The Implementation Team

The Implementation Team consists of professionals who do the work of delivering a potentially releasable Increment of "Done" product at the end of each Task. Only members of the Implementation Team create the Increment. Implementation Teams are structured and empowered by the organization to organize and manage their own work. The resulting synergy optimizes the Implementation Team's overall efficiency and effectiveness.

Implementation Teams have the following characteristics:

- They are self-organizing. No one (not even the Scrum Master) tells the Implementation Team how to turn Project Backlog into Increments of potentially releasable functionality.
- Implementation Teams are cross-functional, with all of the skills as a team necessary to deliver a product Increment.
- The Ascent Strategy recognizes no titles for Implementation Team members other than Consultant, regardless of the work being performed by the person. There are no exceptions to this rule.
- Scrum recognizes no sub-teams in the Implementation Team, regardless of particular domains that need to be addressed like testing or business analysis. There are no exceptions to this rule.
- Individual Implementation Team members may have specialized skills and areas of focus, but accountability belongs to the Implementation Team as a whole.

Implementation Team Size

Optimal Implementation Team size is small enough to remain nimble and large enough to complete significant work within a Task. Fewer than three Implementation Team members decrease interaction and results in smaller productivity gains. Smaller Implementation Teams may encounter skill constraints during the Task, causing the Implementation Team to be unable to deliver a potentially releasable Increment. Having more than nine members requires too much coordination. Large Implementation Teams generate too much complexity for an empirical process to manage. The Project Manager and Scrum Master roles are not included in this count unless they are also executing the work of the Task's Backlog.

The Scrum Master

The Scrum Master is responsible for ensuring Scrum is understood and enacted. Scrum Masters do this by ensuring that the Project Team adheres to Scrum theory, practices, and rules. The Scrum Master is a servant-leader for the Project Team. The Scrum Master helps those outside the Project Team understand which of their interactions with the Project Team are helpful and which aren't. The Scrum Master helps everyone change these interactions to maximize the value created by the Project Team.

Scrum Master Service to the Project Manager

The Scrum Master serves the Project Manager in several ways, including:

- Finding techniques for effective Project Backlog management.
- Helping the Project Team understand the need for clear and concise Project Backlog items.
- Understanding product planning in an empirical environment.
- Ensuring the Project Manager knows how to arrange the Project Backlog to maximize value.
- Understanding and practicing agility.
- Facilitating Project Events as requested or needed.

Scrum Master Service to the Implementation Team

The Scrum Master serves the Implementation Team in several ways, including:

- Coaching the Implementation Team in self-organization and cross-functionality
- Helping the Implementation Team to create high-value products
- Removing impediments to the Implementation Team's progress
- Facilitating Project Events as requested or needed
- Coaching the Implementation Team in organizational environments in which Scrum is not yet fully adopted and understood.

Scrum Master Service to the Organization

The Scrum Master serves the organization in several ways, including:

- Leading and coaching the organization in its Scrum adoption
- Planning Scrum implementations within the organization
- Helping employees and stakeholders understand and enact Scrum and empirical product development
- Causing change that increases the productivity of the Project Team

- Working with other Scrum Masters to increase the effectiveness of the application of Scrum in the organization.

Project Events

Prescribed events are used in Scrum to create regularity and to minimize the need for meetings not defined in Scrum. All events are time-boxed events, such that every event has a maximum duration. Once a Task begins, its duration is fixed and cannot be shortened or lengthened. The remaining events may end whenever the purpose of the event is achieved, ensuring an appropriate amount of time is spent without allowing waste in the process.

Other than the Task itself, which is a container for all other events, each event in Scrum is a formal opportunity to inspect and adapt something. These events are specifically designed to enable critical transparency and inspection. Failure to include any of these events results in reduced transparency and is a lost opportunity to inspect and adapt.

The Task

The heart of Scrum is a Task, a time-box of one month or less during which a "Done", useable, and potentially releasable product Increment is created. Tasks best have consistent durations throughout a development effort. A new Task starts immediately after the conclusion of the previous Task.

Tasks contain and consist of the Task Planning, Daily Scrums, the development work, the Task Review, and the Task Retrospective. During the Task:

- No changes are made that would endanger the Task Goal.
- Quality goals do not decrease.
- Scope may be clarified and re-negotiated between the Project Manager and Implementation Team as more is learned.

Each Task may be considered a project with no more than a one-month horizon. Like projects, tasks are used to accomplish something. Each Task has a definition of what is to be built, a design and flexible plan that will guide building it, the work, and the resultant product.
Tasks are limited to one calendar month. When a Task's horizon is too long the definition of what is being built may change, complexity may rise, and risk may increase. Tasks enable predictability by ensuring inspection and adaptation of progress toward a Task Goal at least every calendar month. Tasks also limit risk to one calendar month of cost.

Cancelling a Task

A Task can be cancelled before the Task time-box is over. Only the Project Manager has the authority to cancel the Task, although he or she may do so under influence from the stakeholders, the Implementation Team, or the Scrum Master.

A Task would be cancelled if the Task Goal becomes obsolete. This might occur if the company changes direction or if market or technology conditions change. In general, a Task should be cancelled if it no longer makes sense given the circumstances. But, due to the short duration of Tasks, cancellation rarely makes sense.

When a Task is cancelled, any completed and "Done" Project Backlog items are reviewed. If part of the work is potentially releasable, the Project Manager typically accepts it. All incomplete Project Backlog Items are re-estimated and put back on the Project Backlog. The work done on them depreciates quickly and must be frequently re-estimated.

Task cancellations consume resources, since everyone has to regroup in another Task Planning to start another Task. Task cancellations are often traumatic to the Project Team, and are very uncommon.

Task Planning

The work to be performed in the Task is planned at the Task Planning. This plan is created by the collaborative work of the entire Project Team.

Task Planning is time-boxed to a maximum of eight hours for a one-month Task. For shorter Tasks, the event is usually shorter. The Scrum Master ensures that the event takes place and that attendants understand its purpose. The Scrum Master teaches the Project Team to keep it within the time-box.

Task Planning answers the following:

1. What can be delivered in the Increment resulting from the upcoming Task?
2. How will the work needed to deliver the Increment be achieved?

Topic One: What can be done this Task?

The Implementation Team works to forecast the functionality that will be developed during the Task. The Project Manager discusses the objective that the Task should achieve and the Project Backlog items that, if completed in the Task, would achieve the Task Goal. The entire Project Team collaborates on understanding the work of the Task.
The input to this meeting is the Project Backlog, the latest delivery Increment, projected capacity of the Implementation Team during the Task, and past performance of the Implementation Team. The number of items selected from the Project Backlog for the Task is solely up to the

Implementation Team. Only the Implementation Team can assess what it can accomplish over the upcoming Task.

After the Implementation Team forecasts the Project Backlog items it will deliver in the Task, the Project Team crafts a Task Goal. The Task Goal is an objective that will be met within the Task through the implementation of the Project Backlog, and it provides guidance to the Implementation Team on why it is building the Increment.

Topic Two: how will the chosen work get done?

Having set the Task Goal and selected the Project Backlog items for the Task, the Implementation Team decides how it will build this functionality into a "Done" product Increment during the Task. The Project Backlog items selected for this Task plus the plan for delivering them is called the Task Backlog.

The Implementation Team usually starts by designing the system and the work needed to convert the Project Backlog into a working product Increment. Work may be of varying size, or estimated effort. However, enough work is planned during Task Planning for the Implementation Team to forecast what it believes it can do in the upcoming Task. Work planned for the first days of the Task by the Implementation Team is decomposed by the end of this meeting, often to units of one day or less. The Implementation Team self-organizes to undertake the work in the Task Backlog, both during Task Planning and as needed throughout the Task.

The Project Manager can help to clarify the selected Project Backlog items and make trade-offs. If the Implementation Team determines it has too much or too little work, it may renegotiate the selected Project Backlog items with the Project Manager. The Implementation Team may also invite other people to attend in order to provide technical or domain advice.

By the end of the Task Planning, the Implementation Team should be able to explain to the Project Manager and Scrum Master how it intends to work as a self-organizing team to accomplish the Task Goal and create the anticipated Increment.

Task Goal

The Task Goal is an objective set for the Task that can be met through the implementation of Project Backlog. It provides guidance to the Implementation Team on why it is building the Increment. It is created during the Task Planning meeting. The Task Goal gives the Implementation Team some flexibility regarding the functionality implemented within the Task. The selected Project Backlog items deliver one coherent function, which can be the Task Goal. The Task Goal can be any other coherence that causes the Implementation Team to work together rather than on separate initiatives.

As the Implementation Team works, it keeps the Task Goal in mind. In order to satisfy the Task Goal, it implements the functionality and technology. If the work turns out to be different than the Implementation Team expected, they collaborate with the Project Manager to negotiate the scope of Task Backlog within the Task.

Daily Scrum

The Daily Scrum is a 15-minute time-boxed event for the Implementation Team to synchronize activities and create a plan for the next 24 hours. This is done by inspecting the work since the last Daily Scrum and forecasting the work that could be done before the next one. The Daily Scrum is held at the same time and place each day to reduce complexity. During the meeting, the Implementation Team members explain:

1. What did I do yesterday that helped the Implementation Team meet the Task Goal?
2. What will I do today to help the Implementation Team meet the Task Goal?
3. Do I see any impediment that prevents me or the Implementation Team from meeting the Task Goal?

The Implementation Team uses the Daily Scrum to inspect progress toward the Task Goal and to inspect how progress is trending toward completing the work in the Task Backlog. The Daily Scrum optimizes the probability that the Implementation Team will meet the Task Goal. Every day, the Implementation Team should understand how it intends to work together as a self-organizing team to accomplish the Task Goal and create the anticipated Increment by the end of the Task. The Implementation Team or team members often meet immediately after the Daily Scrum for detailed discussions, or to adapt, or replan, the rest of the Task's work.

The Scrum Master ensures that the Implementation Team has the meeting, but the Implementation Team is responsible for conducting the Daily Scrum. The Scrum Master teaches the Implementation Team to keep the Daily Scrum within the 15-minute time-box. The Scrum Master also enforces the rule that only Implementation Team members participate in the Daily Scrum.

Daily Scrums improve communications, eliminate other meetings, identify impediments to development for removal, highlight and promote quick decision-making, and improve the Implementation Team's level of knowledge. This is a key inspect and adapt meeting.

Task Review

A Task Review is held at the end of the Task to inspect the Increment and adapt the Project Backlog if needed. During the Task Review, the Project Team and stakeholders collaborate about what was done in the Task. Based on that and any changes to the Project Backlog during the Task,

attendees collaborate on the next things that could be done to optimize value. This is an informal meeting, not a status meeting, and the presentation of the Increment is intended to elicit feedback and foster collaboration.

This is a four-hour time-boxed meeting for one-month Tasks. For shorter Tasks, the event is usually shorter. The Scrum Master ensures that the event takes place and that attendants understand its purpose. The Scrum Master teaches all to keep it within the time-box.

The Task Review includes the following elements:

- Attendees include the Project Team and key stakeholders invited by the Project Manager
- The Project Manager explains what Project Backlog items have been "Done" and what has not been "Done"
- The Implementation Team discusses what went well during the Task, what problems it ran into, and how those problems were solved
- The Implementation Team demonstrates the work that it has "Done" and answers questions about the Increment
- The Project Manager discusses the Project Backlog as it stands. He or she projects likely completion dates based on progress to date (if needed)
- The entire group collaborates on what to do next, so that the Task Review provides valuable input to subsequent Task Planning
- Review of how the marketplace or potential use of the product might have changed what is the most valuable thing to do next
- Review of the timeline, budget, potential capabilities, and marketplace for the next anticipated release of the product

The result of the Task Review is a revised Project Backlog that defines the probable Project Backlog items for the next Task. The Project Backlog may also be adjusted overall to meet new opportunities.

Task Retrospective

The Task Retrospective is an opportunity for the Project Team to inspect itself and create a plan for improvements to be enacted during the next Task.

The Task Retrospective occurs after the Task Review and prior to the next Task Planning. This is a three-hour time-boxed meeting for one-month Tasks. For shorter Tasks, the event is usually shorter. The Scrum Master ensures that the event takes place and that attendants understand its purpose. The Scrum Master teaches all to keep it within the time-box. The Scrum Master participates as a peer team member in the meeting from the accountability over the Scrum process.

The purpose of the Task Retrospective is to:

- Inspect how the last Task went with regards to people, relationships, process, and tools
- Identify and order the major items that went well and potential improvements
- Create a plan for implementing improvements to the way the Project Team does its work

The Scrum Master encourages the Project Team to improve, within the Scrum process framework, its development process and practices to make it more effective and enjoyable for the next Task. During each Task Retrospective, the Project Team plans ways to increase product quality by adapting the definition of "Done" as appropriate.

By the end of the Task Retrospective, the Project Team should have identified improvements that it will implement in the next Task. Implementing these improvements in the next Task is the adaptation to the inspection of the Project Team itself. Although improvements may be implemented at any time, the Task Retrospective provides a formal opportunity to focus on inspection and adaptation.

Scrum Artifacts

Scrum's artifacts represent work or value to provide transparency and opportunities for inspection and adaptation. Artifacts defined by Scrum are specifically designed to maximize transparency of key information so that everybody has the same understanding of the artifact.

Project Backlog

The Project Backlog is an ordered list of everything that might be needed in the product and is the single source of requirements for any changes to be made to the product. The Project Manager is responsible for the Project Backlog, including its content, availability, and ordering.

A Project Backlog is never complete. The earliest development of it only lays out the initially known and best-understood requirements. The Project Backlog evolves as the product and the environment in which it will be used evolves. The Project Backlog is dynamic; it constantly changes to identify what the product needs to be appropriate, competitive, and useful. As long as a product exists, its Project Backlog also exists.

The Project Backlog lists all features, functions, requirements, enhancements, and fixes that constitute the changes to be made to the product in future releases. Project Backlog items have the attributes of a description, order, estimate and value.

As a product is used and gains value, and the marketplace provides feedback, the Project Backlog becomes a larger and more exhaustive list. Requirements never stop changing, so a Project Backlog is a living artifact. Changes in business requirements, market conditions, or technology may cause changes in the Project Backlog.

Multiple Project Teams often work together on the same product. One Project Backlog is used to describe the upcoming work on the product. A Project Backlog attribute that groups items may then be employed.

Project Backlog refinement is the act of adding detail, estimates, and order to items in the Project Backlog. This is an ongoing process in which the Project Manager and the Implementation Team collaborate on the details of Project Backlog items. During Project Backlog refinement, items are reviewed and revised. The Project Team decides how and when refinement is done. Refinement usually consumes no more than 10% of the capacity of the Implementation Team. However, Project Backlog items can be updated at any time by the Project Manager or at the Project Manager's discretion.

Higher ordered Project Backlog items are usually clearer and more detailed than lower ordered ones. More precise estimates are made based on the greater clarity and increased detail; the lower the order, the less detail. Project Backlog items that will occupy the Implementation Team for the upcoming Task are refined so that any one item can reasonably be "Done" within the Task time-box. Project Backlog items that can be "Done" by the Implementation Team within one Task are deemed "Ready" for selection in a Task Planning. Project Backlog items usually acquire this degree of transparency through the above described refining activities.

The Implementation Team is responsible for all estimates. The Project Manager may influence the Implementation Team by helping it understand and select trade-offs, but the people who will perform the work make the final estimate.

Monitoring Progress toward a Goal

At any point in time, the total work remaining to reach a goal can be summed. The Project Manager tracks this total work remaining at least every Task Review. The Project Manager compares this amount with work remaining at previous Task Reviews to assess progress toward completing projected work by the desired time for the goal. This information is made transparent to all stakeholders.

Various projective practices upon trending have been used to forecast progress, like burn-downs, burn-ups, or cumulative flows. These have proven useful. However, these do not replace the importance of empiricism. In complex environments, what will happen is unknown. Only what has happened may be used for forward-looking decision-making.

Task Backlog

The Task Backlog is the set of Project Backlog items selected for the Task, plus a plan for delivering the product Increment and realizing the Task Goal. The Task Backlog is a forecast by the Implementation Team about what functionality will be in the next Increment and the work

needed to deliver that functionality into a "Done" Increment. The Task Backlog makes visible all of the work that the Implementation Team identifies as necessary to meet the Task Goal.

The Task Backlog is a plan with enough detail that changes in progress can be understood in the Daily Scrum. The Implementation Team modifies the Task Backlog throughout the Task, and the Task Backlog emerges during the Task. This emergence occurs as the Implementation Team works through the plan and learns more about the work needed to achieve the Task Goal.

As new work is required, the Implementation Team adds it to the Task Backlog. As work is performed or completed, the estimated remaining work is updated. When elements of the plan are deemed unnecessary, they are removed. Only the Implementation Team can change its Task Backlog during a Task. The Task Backlog is a highly visible, real-time picture of the work that the Implementation Team plans to accomplish during the Task, and it belongs solely to the Implementation Team.

Monitoring Task Progress

At any point in time in a Task, the total work remaining in the Task Backlog can be summed. The Implementation Team tracks this total work remaining at least for every Daily Scrum to project the likelihood of achieving the Task Goal. By tracking the remaining work throughout the Task, the Implementation Team can manage its progress.

Increment

The Increment is the sum of all the Project Backlog items completed during a Task and the value of the increments of all previous Tasks. At the end of a Task, the new Increment must be "Done," which means it must be in useable condition and meet the Project Team's definition of "Done." It must be in useable condition regardless of whether the Project Manager decides to actually release it.

Artifact Transparency

Scrum relies on transparency. Decisions to optimize value and control risk are made based on the perceived state of the artifacts. To the extent that transparency is complete, these decisions have a sound basis. To the extent that the artifacts are incompletely transparent, these decisions can be flawed, value may diminish and risk may increase.

The Scrum Master must work with the Project Manager, Implementation Team, and other involved parties to understand if the artifacts are completely transparent. There are practices for coping with incomplete transparency; the Scrum Master must help everyone apply the most appropriate practices in the absence of complete transparency. A Scrum Master can detect incomplete transparency by inspecting the artifacts, sensing patterns, listening closely to what is being said, and detecting differences between expected and real results.

The Scrum Master's job is to work with the Project Team and the organization to increase the transparency of the artifacts. This work usually involves learning, convincing, and change. Transparency doesn't occur overnight, but is a path.

Definition of "Done"

When a Project Backlog item or an Increment is described as "Done", everyone must understand what "Done" means. Although this varies significantly per Project Team, members must have a shared understanding of what it means for work to be complete, to ensure transparency. This is the definition of "Done" for the Project Team and is used to assess when work is complete on the product Increment.

The same definition guides the Implementation Team in knowing how many Project Backlog items it can select during a Task Planning. The purpose of each Task is to deliver Increments of potentially releasable functionality that adhere to the Project Team's current definition of "Done." Implementation Teams deliver an Increment of product functionality every Task. This Increment is useable, so a Project Manager may choose to immediately release it. If the definition of "done" for an increment is part of the conventions, standards or guidelines of the development organization, all Project Teams must follow it as a minimum. If "done" for an increment is not a convention of the development organization, the Implementation Team of the Project Team must define a definition of "done" appropriate for the product. If there are multiple Project Teams working on the system or product release, the Implementation Teams on all of the Project Teams must mutually define the definition of "Done."

Each Increment is additive to all prior Increments and thoroughly tested, ensuring that all Increments work together. As Project Teams mature, it is expected that their definitions of "Done" will expand to include more stringent criteria for higher quality. Any one product or system should have a definition of "Done" that is a standard for any work done on it.

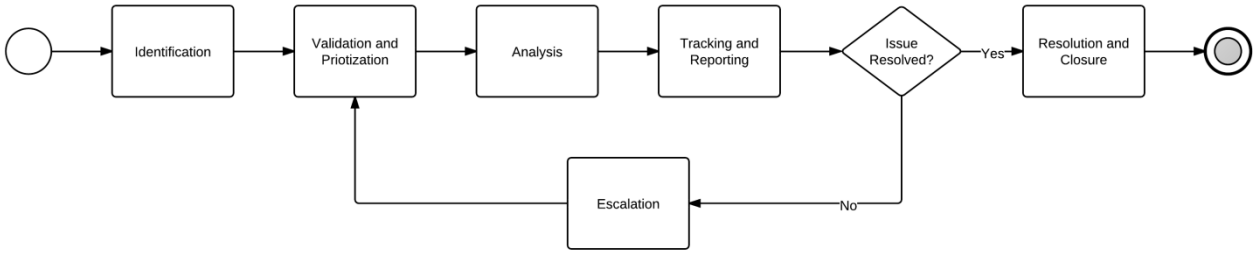
Issue Escalation

Issue escalation refers to a situation where issues and conflicts that occur inside a project and between project participants that cannot be resolved internally within the project. Unable to find solutions, the project team would then seek external assistance and advice by following the escalation plan. An escalation plan is a set of procedures set in place to deal with potential problems in a variety of contexts.

NOTE: The escalation process outlined in this section addresses the process for deciding the actions required to reach the resolution of an issue, not the actual resolution of a specific issue. Issues related to the product will be addressed and prioritized following the guidelines defined in the General Assumptions of this Statement of Work.

Issue and Escalation Approach

The issue management process consists of six steps.



Identification

Issue identification occurs throughout the project's life cycle. Issues may arise from meetings, analysis, document reviews, workgroups, and other project activities. Traditionally, either project staff members or end-users identify most issues. Identified issues are documented in meeting minutes and entered directly into the issue log.

Validation and Prioritization

Prior to the status meeting with the core team, The AirIT Project Manager:

- Reviews the issue or action item
- Checks the issue database to ensure the item does not already exist
- Does high-level risk-assessment of the item to determine if item should be logged in the issues list or entered as a change request
- Ensures the desired resolution or concern is clearly worded

If the item is determined to be invalid, the originator of the issue is notified and the item is closed in the issue database.

At the status meeting with the Core team, The AirIT Project Manager:

- Discusses the new issues
- Prioritizes the item
- Confirms the assignment
- Establishes a due date

After the status meeting with the Core team, The AirIT and SAAS Project Managers:

- Makes the final decision on priority, assignment, and due dates
- Updates the issue database with the priority and assignment.

Analysis

The assigned staff member performs the required analysis to address the issue. The assignee updates the issue database with periodic status at least weekly. For issues requiring analysis, the assignee determines the following:

- Impacts to Project Scope
- Impacts to Cost and Schedule
- Impacts to Staff and Infrastructure Resources
- Impacts to Sponsor, User and Stakeholder Relationships
- Risks and Impacts to Existing Risks
- Resolution Alternatives (Pros and Cons)
- Suggested Resolution

The recommendation is documented in the issue database and reviewed at the meeting. The project steering committee must approve the suggested resolution. If the resolution is approved, the AirIT Project Manager updates the issue database to reflect the approval and the assignee is notified to begin performing the resolution. If the resolution is not approved, the issue will be updated with the reason(s) the resolution was rejected and reassigned to the assignee.

Tracking and Reporting

The AirIT Project Manager monitors the issue database weekly to ensure new issues and resolved items are clearly documented. Assignees are required to update the status of the item in the issue database at least weekly.

Escalation (if needed)

The Escalation Process will be used to ensure critical issues are raised soon enough to prevent undesirable impacts to the Project and to ensure the appropriate parties are informed and involved in critical decision-making. The Project Director, Sponsor and stakeholders shall strive to make decisions and address issues at the lowest possible level.

Internal Escalation Process

The internal escalation process is invoked within the Core Project Team when a manager in one of the governance structures determines that an issue requires escalation for resolution. The disputed issue must be reported to the Project Director.

External Escalation Process

If a problem cannot be resolved within the Core Project Team, the Project Director will notify and meet with the Project Sponsor in order to resolve the issue. In the event that the Project Director and Project Sponsor are unable to resolve the issue, they determine the urgency of the issue and escalate to the Executive Steering Committee.

If the issue resolution can be delayed until the next scheduled Executive Steering Committee meeting without negative impact to the Project, its schedule or its budget, the Executive Steering Committee will be asked to address the issue. If timing is critical or resolution cannot be delayed, the Executive Steering Committee members will be contacted to resolve the issue on an emergency basis.

When an item is escalated, the appropriate participants are notified by e-mail or meeting request, which includes the date of the scheduled meeting. The meeting must be scheduled and held within five days of the notification of escalation, or within one day if the issue is considered an emergency.

The notice of escalation includes a summary of the issue and the analysis of each party's position. The participants must review the analysis prior to the scheduled meeting.

The following are examples of types of issues that might be escalated to the Executive Steering Committee:

- Policy Issues
- Schedule
- Adverse Program Impacts
- Go/No-Go recommendations
- Stakeholder disagreements
- Funding

Examples of Types of Escalation:

- Escalation will occur if at any time the necessary activities either are not being completed or appear that they will not be completed timely, resulting in a risk to the agreed upon target dates.
- Escalation will occur if at any time it appears either requirements are not being met or cannot be met or those requirements may be contrary to state or county expectations with regard to quality of the system and its subsequent impact on state programs.
- Escalation will occur if at any time an issue is raised for which a decision is needed in order to continue progress on the completion of the activities.
- Escalation will occur if the escalation governance structures are not able to reach concurrence on an issue where concurrence is needed to proceed.

Resolution and Closure

Resolution

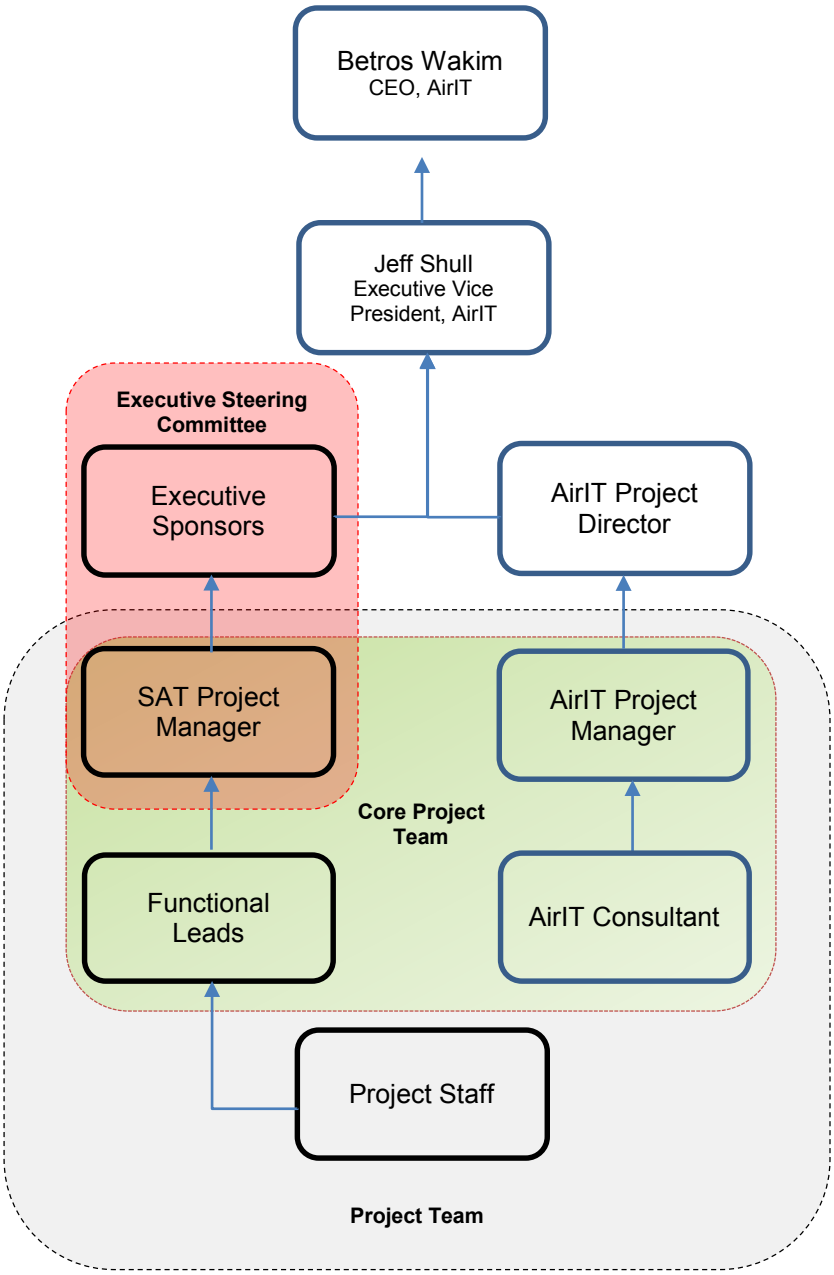
The Executive Steering Committee will:

- Review escalated issues and solution alternatives.
- Approve or deny recommended resolutions.
- Commit appropriate resources to support the resolution.
- Provide expedited response and direction on issues which may impact the scope or schedule of activities.

Closure

The AirIT and SAAS Project Managers coordinate the implementation of the issue resolution or completion of the assigned action item. Upon completion of the resolution, the AirIT Project Manager updates the issue database with the final results of the resolution and closes the item in the database. Any materials related to the resolution are stored the network archive and referenced in the issue-tracking database.

Escalation Path



Technical Requirements Matrix
Attachment B

The completed Technical Requirements Matrix follows this page as Attachment B.

Contracts Disclosure Form
Attachment C

The completed Contracts Disclosure form follows this page as Attachment C.

Litigation Disclosure Form
Attachment D

The completed Litigation Disclosure form follows this page as Attachment D.

Small Business Economic Development Advocacy (SBEDA) Program Subcontractor/Supplier Utilization Plan
Attachment E

The completed Small Business Economic Development Advocacy (SBEDA) Program Subcontractor/Supplier Utilization form follows this page as Attachments E.

Small Business Economic Development Advocacy (SBEDA) Program Mentorship Incentive Commitment
Attachment F

The completed Small Business Economic Development Advocacy (SBEDA) Program Mentorship Incentive Commitment form follow this page as Attachment F.

Pricing Schedule
Attachment G

The completed Pricing Schedule form follows this page as Attachment G.

Veteran-Owned Small Business (VOSB) Preference Program Tracking Form
Attachment H

The completed Veteran-Owned Small Business (VOSB) Preference Program Tracking form follows this page as Attachment H.

Signature Page
Attachment I

The completed Signature Page form follows this page as Attachment I.

Proposal Checklist
Attachment J

The completed Proposal Checklist form follows this page as Attachment J.

Proof of Insurability

Please reference the letter from the insurance provider of Air Transport IT Services, Inc. (AirIT) regarding the company's commitment for the required insurance following this page.

Please also reference a copy of the company's current insurance certificate following this page.

Financial Information

Air-Transport IT Services, Inc. (AirIT) is a wholly owned subsidiary of Amadeus. AirIT's financials is confidential and propriety, however, please find attached the financial reports for Amadeus. If AirIT's financial information is required, we would welcome the opportunity to meet with SAAS to review the financials with the necessary staff.

City of San Antonio

PROPERTY MANAGEMENT INFORMATION SYSTEM

(PMIS)

Attachment - Pricing

Pricing Sheet

Insert Respondent Name			
Item	Description	Price	
	Pricing Summary		
	Cost Summary Line Items (City Hosted)	**$ -**	
1	Software Licensing Costs Subtotal	**$ 170,000**	
2	Implementation Costs Subtotal	**$ 244,080**	
3	Training Costs Subtotal	**$ 27,120**	
4	Software Maintenance Costs Subtotal	**$ 190,464**	
5	Customization Additional Cost	**$ -**	
		Total Solution Costs *	**$ 631,664**

*** Costs do not include hardware and infrastructure costs to be procured by the CoSA**

City of San Antonio - The San Antonio Airport System - ("SAAS")

PROPERTY MANAGEMENT INFORMATION SYSTEM (PMIS)

Attachment - Pricing

Instructions

Insert Respondent Name

Please refer to RFCSP Scope of Work for details describing the services and scope of the system implementation services, software ongoing	
1.	This Cost Workbook contains multiple worksheets designed to provide a robust understanding of the costing models used by the Respondent. Use of this Cost Workbook is critical to Proposal evaluation, and it is essential that the Respondent use this form in preparing pricing response to this RFCSP .
2.	This Cost Workbook shall be completed and be provided separately in a sealed envelope from the rest of the Respondent's Proposal as per the RFCSP instructions.
3.	Each worksheet is designed to elicit specific pricing information related to the requirements of this RFCSP . If the Respondent's typical pricing model does not normally charge for a specific element provided within this workbook, then please provide a statement in the "Cost Assumptions" regarding the Respondent methodology for charging for that element (e.g., not applicable, no additional charge).
4.	The Respondent must provide details pertaining to the assumptions, expectations, and/or performance parameters that have been used as the basis for the pricing. Please note that the Respondent's response to this Cost Workbook will not be considered as an actual commitment to perform the project, but WILL BE considered the costing model and pricing structure commitment if the Respondent is the selected Respondent.
5.	For each deliverable in the Pricing Sheet, assign a fixed priced cost for accomplishing that deliverable. Additional deliverable line items may be added as appropriate to satisfy the solicitation requirements. Respondents may modify the table as needed to include all relevant information regarding deliverable price.
6.	City of San Antonio SAAS reserves the right to procure a subset of the items listed in the pricing sheet based on its own discretion.
7.	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.
8.	Vendor shall provide fixed price deliverables-based pricing for all implementation and training deliverables, inclusive of all expenses as described in #7.
9.	Vendor shall provide labor rates that is inclusive of all expenses as described in #7.
10.	Vendor may not remove any existing rows from the cost worksheets. Contents in existing rows may not be modified except for the purposes to update quantity and cost information. Vendors are permitted to insert new rows to identify additional deliverables, quantity, and pricing related information into cost worksheets as appropriate to itemize proposed deliverables.
11.	Vendors are responsible to verify that formula calculations for all cost worksheets (including the Pricing Summary tab) are correct and accurately reflects the vendor's proposed costs.

City of San Antonio

PROPERTY MANAGEMENT INFORMATION SYSTEM (PMIS)

Attachment - Pricing

Insert Respondent Name

Item	Description	Quantity	Unit Price	Price
	System Software Licensing			
	System Licensing Costs	**(use '1' for unlimited users)**		
1	licensing costs for Property Management Information System management functionalities	1		$ 170,000
2	**<insert additional lines as necessary>**			$ -
3	**<insert additional lines as necessary>**			$ -
		System Licensing Costs Subtotal		**$ 170,000**

Note: The City reserves the right to procure software licenses directly with the proposed software vendor(s).

City of San Antonio

PROPERTY MANAGEMENT INFORMATION SYSTEM (PMIS)

Attachment - Pricing

Pricing Sheet

Insert Respondent Name				
Item	Description	Quantity	Unit Price	Price
	Implementation Services (include all services related to the installation, configuration and customization of the software)			
	Project Initiation			
1	Project Kickoff Presentation	1		$13,560.00
2	Project Work Plan	1		$ -
3	Project Management Plan	1		$ -
4	Risk Management Plan	1		$ -
5	Communication Management Plan	1		$ -
	<insert additional lines as necessary>	1		
			Project Initiation Subtotal	**$ 13,560**

	Functional Group			
6	Business Requirements Document	1		$ -
7	Application Design Specification	1		$ -
8	Solution Architecture Design	1		$ -
9	Interface Design Specification	1		$ -
10	Report Design Specification	1		$ -
11	Environment Management Plan	1		$ -
12	Development Environment	1		$ -
13	Test Environment	1		$ -
14	UAT Environment	1		$ -
15	Test Management Plan	1		$ -
16	Initial Product Training	1		$ -
17	Training Plan	1		$ -
18	Data Conversion Plan	1		$ -
19	Change Management Plan	1		$ -
20	Iteration Test Plan	1		$ -
21	Iteration System Test Report	1		$ -
22	Iteration User Acceptance Testing (UAT) Report	1		$ -
23	Iteration Deployment Plan	1		$ -
24	Production Environment	1		$ -
25	System Transition Training Plan	1		$ -
26	Final As Built Design and Configuration	1		$ -
27	Development Completion Milestone	1		$ -
28	Test Completion Milestone (includes unit, system, integration, and performance testing)	1		$ -
29	UAT Completion Milestone	1		$ -
30	Deployment Completion Milestone	1		$ -
31	Set Up Environments (Production and Nonproduction)	1		$13,560.00
32	PROPworks Initial Configuration	1		$27,120.00
33	PROPworks Core Configuration	1		$94,920.00
34	Go Live	1		$13,560.00
35	PROPworks Additional Modules Configuration	1		$40,680.00
36	CMMS Integration (ESB)	1		$13,560.00
37	Portal Implementation	1		$27,120.00

38	**<insert additional lines as necessary>**	1		$ -
39	**<insert additional lines as necessary>**	1		$ -
40	**<insert additional lines as necessary>**	1		$ -
41	**<insert additional lines as necessary>**	1		$ -
42	**<insert additional lines as necessary>**	1		$ -
43	**<insert additional lines as necessary>**	1		$ -
44	**<insert additional lines as necessary>**	1		$ -
45	**<insert additional lines as necessary>**	1		$ -
46	**<insert additional lines as necessary>**			
		Functional Group Subtotal		**$ 230,520**

Implementation Costs Subtotal	**$ 244,080**

City of San Antonio

PROPERTY MANAGEMENT INFORMATION SYSTEM (PMIS)

Attachment - Pricing

Pricing Sheet

Insert Respondent Name

Item	Description	Quantity	Unit Price	Price
	Training			
	Training Costs	**(use '1' for unlimited users)**		
1	End user training ("train the trainer" approach)		1.00	$ -
2	Technical training (development functions - configuration and customizations)		1.00	$ -
3	System administration training (maintenance and support functions)		1.00	$ -
4	Training Manuals		1.00	$ -
5	Train Staff on Airport Intelligence Development	1	1.00	$13,560.00
6	Training	1	1.00	$13,560.00
		Training Costs Subtotal		**$ 27,120**

City of San Antonio

PROPERTY MANAGEMENT INFORMATION SYSTEM (PMIS)

Attachment - Pricing

Pricing Sheet

Insert Respondent Name

Insert Respondent Name

		Year			Optional Year	
Item	Description	1	2	3	4	5
	Software Maintenance Costs					
	Software Support and Maintenance Costs					
1	Annual Software Support and Maintenance Costs	$0	$45,526	$46,892	$48,299	$49,747
	<insert additional lines as necessary>					

Software Support and Maintenance Costs Subtotals	$ -	$ 45,526	$ 46,892	$ 48,299	$ 49,747

Software Support and Maintenance Costs Subtotal	$ 190,464

Note: The City reserves the right to procure software support and maintenance directly with the proposed software vendor(s).

City of San Antonio

PROPERTY MANAGEMENT INFORMATION SYSTEM (PMIS)

Attachment - Pricing

Customization
(Additional Cost)Assumptions

Insert Respondent Name

Item #	Proposal Section, Page, Paragraph	Description	Rationale	Cost Impact If The Assumption Turns Out Not To Be Valid
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
			Total Solution Costs *	**0**

Notes:

The Respondent is required to state all assumptions upon which its pricing is being determined. Insert as many lines as necessary to ensure all concerns are accurately expressed. Assumptions shall not conflict with the Terms and Conditions or Mandatory Requirements of this RFP.

The Respondent shall provide pricing consistent with the following:

- Apply the pricing in accordance with the Terms and Conditions and Mandatory Requirements of the RFP .
- Clearly identify and explain all of the pricing assumptions made, upon which pricing is predicated including the cost/pricing impact if the assumption turns out not to be valid.

019 RFCSP ATTACHMENTS

RFCSP ATTACHMENT A, PART ONE

RESPONDENT QUESTIONNAIRE

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

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

Principal Address: 5950 Hazeltine National DR, Suite 210

City: Orlando State: Florida Zip Code: 32822

Telephone No. 407-370-4664 Fax No: 407-370-4657

Website address: www.AirIT.com

Year established: 2001

Provide the number of years in business under present name: 2001

Social Security Number or Federal Employer Identification Number: [redacted]

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

DUNS NUMBER: [redacted]

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

___Individual or Sole Proprietorship I f checked, list Assumed Name, if any: _____
___Partnership
_X_Corporation If checked, check one: ___For-Profit ___Nonprofit

Also, check one: ___Domestic ___Foreign

___Other If checked, list business structure: _____

Printed Name of Contract Signatory: Christopher B. Keller
Job Title: President & COO

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

NA

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

City: Orlando State: Florida Zip Code: 32822

Telephone No. 407-370-4664 Fax No: 407-370-4657

Annual Revenue: $ Proprietary and Confidential

Total Number of Employees: 70

Total Number of Current Clients/Customers: 80

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

NA

List Related Companies:

Air-Transport IT Services, Inc. is a wholly owned subsidiary of Amadeus.

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

Name: Chris Keller Title: _President & COO

Address: _5950 Hazeltine National Drive, Suite 210

City: _Orlando State:FL Zip Code: 32822

Telephone No. 407-370-4664 Fax No: 407-370-4657

Email: ckeller@airit.com

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

Yes ___ No _X_

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

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

Business # / State of Texas Tax ID #: [redacted]

5. Where is the Respondent's corporate headquarters located? Orlando, FL

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

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

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

Years NA Months NA

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

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

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

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

Years _NA___ Months_NA___

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

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

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

_____

_____

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

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

   _____

   _____

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

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

   _____

   _____

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

    No. _____

    _____

11. **Previous Contracts:**

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

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

       _____

       _____

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

       _____

       _____

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

Yes _ No X _ If “Yes”, state the name of the individual, organization contracted with, services contracted, date, contract amount and reason for failing to complete the contract.

_____

_____

REFERENCES

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

Reference No. 1:

Firm/Company Name Los Angeles World Airports (LAWA)

Contact Name: Ms. Valerie Hunter Title: Senior Management Analyst

Address: One World Way

City: Los Angeles State: CA Zip Code: 90045

Telephone No. 320-646-7330 x1009 Fax No: 424-646-9207

Date and Type of Service(s) Provided: PROPworks® with SAP R3 Interface; Later Upgraded Interface

Contact Email Address: [redacted]

Reference No. 2:

Firm/Company Name City of Atlanta – Department of Aviation

Contact Name: Ms. Shirley Pearson Title: Aviation ERP Specialist

Address: 6000 North Terminal Parkway, Suite 4000

City: Atlanta State: GA Zip Code: 30320

Telephone No. 404-209-2945 x132 Fax No: 404-762-9225

Date and Type of Service(s) Provided: PROPworks® with Oracle Financials Interface; Re-implemented to City-wide ERP.

Contact Email Address: [redacted]

Reference No. 3:

Firm/Company Name Miami-Dade County Department of Aviation

Contact Name: Mr. Felix Gonzalez, Jr. Title: Special Project Administrator I

Address: 2100 NW 42nd Ave. City: Miami State: FL Zip Code: 33126

Telephone No. 305-876-7660 Fax No: 305-876-7000

Date and Type of Service(s) Provided: PROPworks® with Legacy system, then County-wide Pilot program to PeopleSoft.

Contact Email Address: [redacted]

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. State Respondent's primary line of business and provide the requested information:

   Primary Business: _Software Development and Implementation_____

   Years in Primary Business: 15___Years

   Percentage of 2014 Revenue Derived from Primary Business: 100%

2. Indicate any other lines of business in which Respondent is involved:

   Other Lines of Business: _NA_____

   Percentage of 2014 Revenue Derived from Other Lines of Business: NA%

3. State the number of years experience the Respondent has in:

   Providing Aviation-related PMIS System Implementation Services: 15_____Years

4. State the number Property Management Information System development and implementation projects Respondent has completed for medium or large hub airports: _43____Projects

5. Describe Respondent's experience with implementing SAP as a PMIS and/or integration of PMIS with SAP as an airport PMIS solution.

   AirIT has fully integrated PROPworks® with SAP at LAWA using the web services connector for SAP. Other sites using SAP use the GL Export functionality in the Cash Posting module to extract and load Journal Entries to SAP and other 3rd-party financial systems. These sites include the Houston Airport System and the City of Charlotte for the Charlotte-Douglas International Airport.

6. Does the responded have experience with interfacing their application with external applications such as, but not limited to, SAP and CMMS? If so, provide list of customers and interfaces: Company name, Type of business, City & State.

Customer Site	Product
Miami Dade Aviation Department	PeopleSoft
Los Angeles World Airports	SAP
City of Atlanta	Oracle
Dallas-Fort Worth International Airport	Oracle
City of Charlotte – Charlotte-Douglas Int'l Airport	MUNIS
Branson Airport LLC	Sage
Winnipeg Airport Authority	MS Dynamics SP / NAV Canada
Greater Toronto Aviation Authority	Oracle / NAV Canada

7. Provide the following information for five relevant projects performed, preferably within an aviation environment, over the past ten years. (Do not include projects performed for the City of San Antonio and/or its Aviation Department.)

a. Brief description of the scope of service performed, dollar value, and date of service.
b. Identify associated results or impacts of each project performed, as well as any challenges and resolution.
c. Provide name(s) of the individuals that were responsible for leading and completing the major tasks within each project listed
d. Describe how the Respondent's experience on these projects has prepared Respondent to undertake this RFP's Scope of Services.

<table>
<tr><td>CLIENT NAME:</td><td colspan="2">Miami-Dade Aviation Department</td><td>PROJECT TITLE:</td><td colspan="2">PROPworks® Implementation and subsequent Additions and Upgrades</td></tr>
<tr><td>PROJECT START:</td><td>Oct 2001 (PROPworks®)</td><td>PROJECT END:</td><td>Sept 2009 (Full operational integration</td><td>STILL IN SERVICE (YES OR NO):</td><td>Yes, updated to latest releases</td></tr>
<tr><td colspan="6">ORGANIZATIONAL OVERVIEW</td></tr>
<tr><td colspan="6">MDAD selected PROPworks® as the first step in replacing a (then) 20 year old revenue management system. The original developer of PW – DST was acquired by AirIT in the course of the original implementation; this had no impact on the project schedule or successful completion. The original PROPworks® implementation was performed by a team of two consultants full time over 7 months, with shorted assignments by subject area specialists; MDAD dedicated a project manager with a 50% time commitment. In later additions and upgrades, including the PeopleSoft implementation, MDAD created a management level ERP Coordinator position which has proved very effective.

After the original PW project, MDAD engaged AirIT to provide airport-wide operational systems for aircraft, passenger and baggage system management. These systems are integrated with PROPworks® as the source of flight, resource and other activity data for billing and statistics, a project phase with many parts in use, and due for full cut-over in August/September 2009.</td></tr>
<tr><td colspan="6">CHALLENGES</td></tr>
<tr><td colspan="6">MDAD was heavily reliant on paper and the IT department to perform the majority of the data operations manually. The legacy system was heavily customized, and used an early form of "auto-accounting". MDAD elected to continue using a single 6 character code for transaction coding, which precluded the benefits of a well designed chart of accounts used in conjunction with a 21st century financial system. MDAD also continue this structure through the later adoption and integration with PeopleSoft. This integration was also challenging as it was a pilot project for a county-wide ERP involved. MDAD also uses an exceptionally complex tariff/charging scheme for airline and other charges.</td></tr>
<tr><td colspan="6">PROJECT SCOPE</td></tr>
<tr><td>OVERVIEW:</td><td colspan="5">Initially, PROPworks® implementation as an agreement and revenue management system with full invoicing functionality, with statistics, space and financial system interface modules. Later updates included a full-function interface with PeopleSoft, including provision for management of security deposits. The largest and most complex additions are integration with the airport operational systems and implementation of the Carrier Activity Tracking (CAT) module that enables billing based on actual recorded flight operations and replaces the self-reporting "honor system". MDAD also has the PW Cashier module that enables collection of charges by cash or credit card at the aircraft door, and tracking of flights/charges handled by the FBO. The airport has a GIS system which is interfaced with PROPworks® Space and has been functioning well for several years.</td></tr>
</table>

CLIENT NAME:	Los Angeles World Airports		**PROJECT TITLE:**	LAWA PROPworks® Implementation and subsequent Additions and Upgrades	
PROJECT START:	Jan 2001 (PROPworks®)	**PROJECT END:**	May 2009 – Latest SAP Interface Upgrade	**STILL IN SERVICE (YES OR NO):**	Yes, updated to latest releases

ORGANIZATIONAL OVERVIEW

LAWA selected PROPworks® and DST concurrently with SAP and Deloitte Consulting as the two major components of an ERP solution to replace a patchwork of manual, paper and proprietary systems. LAWA is an agency of the City of Los Angeles, but has been able to preserve a measure of independence and justified this with excellent results over time. LAWA dedicated full time project managers for both the PROPworks® and SAP implementations, and managing the overall coordination, including a separate change management and process review consultant. These LAWA employees became the core leaders of the internal ERP coordination and support team that is today the best example to offer on how to operate an airport system with ERP principles and solutions. The original developer of PW – DST was acquired by AirIT shortly after the original implementation this had no impact on the continuing support of the implementation and products in production use.

The original PROPworks® implementation was performed by a DST project manager and a team of consultants assigned as required over the 8 months as core product or subject area specialists. After the original PW project LAWA, in addition to regular software and business solution support, LAWA has regularly engaged AirIT to provide training and assistance with providing efficient solutions to changing business process needs. The latest task (2009) was replacing the SAP interface, in coordination with an SAP upgrade that employs significantly different technology.

CHALLENGES

LAWA is a large organization with a long history and a tendency to experiment with business models. Each of the terminals at LAX is unique in some respect of the way it is operated, there being a straight land lease through "normal" space lease to full common/shared use at Tom Bradley International. Add to this that several airlines operate in more than one terminal, and different rate structures apply and a complex picture unfolds. Then there are changes, implemented for good reasons especially in the concessions area, creating the need for high levels of business, airport and system management expertise internally, and for occasional assistance from AirIT's consultants.

LAWA has been very successful in this, resulting in many efficiencies and realization of additional revenue. Another LAWA principle is not to customize applications. Initially there is some friction as perceived "required functionality" is not there. However, broad adoption and deployment across the enterprise of ad hoc data mining/reporting tools, and excellent support of the associated middle tiers has "put the power in the hands of the users". This approach also means that there are no impediments, risks or additional costs associated with upgrades.

PROJECT SCOPE

OVERVIEW:	Initially, PROPworks® implementation as an agreement and revenue management system with full invoicing functionality, with statistics, financial system interface and Utilities optional modules. Later updates include licensing the Space module, in anticipation of an implementation and integration with a graphical system later in 2009. The implementation included extensive business process review and accommodation of the complex rates and calculations required by creative leasing and concession agreements.		
SERVICES PROVIDED:	Software implementation, business process evaluation and improvement. Integration with numerous third party systems and data sources including Badge & ID sales, AVI/Ground transportation, parking revenue and the major, full-functioned SAP interface. Continued support and updates of supplied software products, and regularly scheduled user training, varied to meet departmental goals and individual levels of system expertise and experience.		
APPLICATIONS INVOLVED:	PROPworks®,	**IMPACTED BUSINESS FUNCTIONS:**	Business/Properties Finance – Billing/Accounts receivable, rates, risk management, Landside Operations (Parking, GT), security, planning, rates and charges.

PROJECT APPROACH

AirIT relies on core airport industry experience, applied across a range of disciplines and tasks. Functional implementation experience in accounting/finance, property and agreement management, space/GIS, operations and marketing is provided by a well-qualified consulting staff with many years of industry and professional experience. The Development, QA and product support groups also have extensive industry experience as well as the required specialized programming skills. This experience is used to develop a scope of work that fits the client's needs and expectations. The goals are agreed and stated then products, resources and methodologies are proposed to meet the goals.

AirIT's goal is to establish a long-term relationship with the client based on trust and continued validation that the part of our mission statement that says we must deliver value to our customers is fully realized. The choice of product is in many ways less important than the choice of business partner. AirIT's approach to the initial project is to deliver fully on every commitment, and demonstrate the value proposition of the continuing relationship. We will stay with the client until the job is done on every task of the original implementation and any additional work proposed and agreed to. We are committed to delivering first class support for our products and service after the initial project and to providing services and value in a continuing relationship that recognizes the investment each party has made, and the expectation of value delivered.

CLIENT NAME:	Sacramento County Airport System (SCAS)		**PROJECT TITLE:**	PROPworks® Implementation and subsequent Additions and Upgrades	
PROJECT START:	Oct 2001 PROPworks®, AODB and Full Operational Suite	**PROJECT END:**	Sept 2009 (Full operational integration	**STILL IN SERVICE (YES OR NO):**	Yes, updated to latest releases

ORGANIZATIONAL OVERVIEW

SCAS selected AirIT to provide a fully-integrated airport operations set of solutions, to evolve over time as the airline agreement changed from the traditional "signatory" leasing to more preferential and common use arrangements. PROPworks® was included to replace the Bowman System that was essentially without support at the time the project started. AirIT managed the Operations and business aspects with two teams, building the operations group into a permanent on-site support operation for the airport/airline technical infrastructure. The main coordination effort was through the airport's IT group.

PROPworks® was initially implemented without integration to the operations. Properties and Accounting staff members were deeply involved in the project – becoming the "super-users" and eventual owners and advocates. Sacramento County uses an early version of SAP, and much of the standard accounting functionality (GL, AP, FA etc) is performed in this system at the airport. SCAS recognized the need for an airport specific system, but were dissatisfied with Bowman for eventual dropping of support, as well as there having been no updates in technology or functionality.

CHALLENGES

Creating methods and solutions to extracting legacy data, then converting it as efficiently as possible to meet the format of the new solution. At the same time it was important to make sure future efficiency gains would not be compromised by conversion expediency.

PROJECT SCOPE

OVERVIEW:	Initially, PROPworks® implementation as an agreement and revenue management system with full invoicing functionality, with the Cash Posting, Statistics, Space and Risk Management modules. All accounts receivable functions are performed in PROPworks® and Journal Entries at a summary level are extracted and transferred to the county financial system. The Space module was configured and tested, but the airport did not have resources to maintain the spatial data. When this situation is resolved, with some anticipated improvements in technology now available to make the resource demands less, the Space system can be put into production at any time. SCAS has been fully supported, and has the latest releases of PROPworks® in use, and also regularly schedules training on a variety of topics.
SERVICES PROVIDED:	Software implementation, business process evaluation and improvement. Integration with third party systems and data sources including parking, AVI (GT), Badge and ID. Continued support and updates of supplied software products

CLIENT NAME:	Sacramento County Airport System (SCAS)	**PROJECT TITLE:**	PROPworks® Implementation and subsequent Additions and Upgrades
APPLICATIONS INVOLVED:	PROPworks®, Airport Operational Database (AODB) Resource Manager, EASE	**IMPACTED BUSINESS FUNCTIONS:**	Business/Properties Finance – Billing/Accounts Receivable, Rates, Risk Management. Landside Ops, Security & Airport Operations

PROJECT APPROACH

AirIT relies on core airport industry experience, applied across a range of disciplines and tasks. Functional implementation experience in accounting/finance, property and agreement management, space/GIS, operations and marketing is provided by a well-qualified consulting staff with many years of industry and professional experience. The Development, QA and product support groups also have extensive industry experience as well as the required specialized programming skills. This experience is used to develop a scope of work that fits the client's needs and expectations. The goals are agreed and stated then products, resources and methodologies are proposed to meet the goals.

AirIT's goal is to establish a long-term relationship with the client based on trust and continued validation that the part of our mission statement that says we must deliver value to our customers is fully realized. The choice of product is in many ways less important than the choice of business partner. AirIT's approach to the initial project is to deliver fully on every commitment, and demonstrate the value proposition of the continuing relationship. We will stay with the client until the job is done on every task of the original implementation and any additional work proposed and agreed to. We are committed to delivering first class support for our products and service after the initial project and to providing services and value in a continuing relationship that recognizes the investment each party has made, and the expectation of value delivered.

CLIENT NAME:	Lee County Airport Authority Fort Myers, FL. (LCAA)		**PROJECT TITLE:**	PROPworks® Implementation	
PROJECT START:	Nov 2002 PROPworks®,	**PROJECT END:**	May 2003 (Initial Implementation)	**STILL IN SERVICE (YES OR NO):**	Yes, updated to latest releases

ORGANIZATIONAL OVERVIEW

LCAA selected PROPworks® to replace the Bowman System that was essentially without support at the time the project started. Properties and Accounting staff members were deeply involved in the project – becoming the "super-users" and eventual owners and advocates. LCAA uses a county financial system for the general accounting functions (GL, AP, FA etc) which are performed in this system at the airport. LCAA recognized the need for an airport specific system, but was dissatisfied with Bowman for eventual dropping of support, as well as there having been no updates in technology or functionality.

CHALLENGES

Coordinating the project to meet the challenges of moving the whole terminal operation to a new mid-field terminal and the transition to a preferential use agreement at the same time – and then the last minute delays.

PROJECT SCOPE

OVERVIEW:	PROPworks® implementation as an agreement and revenue management system with full invoicing functionality, with the Cash Posting, Statistics, Space and Risk Management modules. All accounts receivable functions are performed in PROPworks® and Journal Entries at a summary level are extracted and transferred to the county financial system. The Space module was configured and put into production. LCAA has been fully supported, and has the latest releases of PROPworks® in use, and also regularly schedules training on a variety of topics.		
SERVICES PROVIDED:	Software implementation, business process evaluation and improvement. Integration with third party systems and data sources including parking, AVI (GT), Badge and ID. Continued support and updates of supplied software products.		
APPLICATIONS INVOLVED:	PROPworks®	**IMPACTED BUSINESS**	Business/Properties Finance – Billing/Accounts

CLIENT NAME:	Lee County Airport Authority Fort Myers, FL. (LCAA)	PROJECT TITLE:	PROPworks® Implementation
		FUNCTIONS:	Receivable, Rates, Risk Management. Landside Ops

PROJECT APPROACH

AirIT relies on core airport industry experience, applied across a range of disciplines and tasks. Functional implementation experience in accounting/finance, property and agreement management, space/GIS, operations and marketing is provided by a well-qualified consulting staff with many years of industry and professional experience. The Development, QA and product support groups also have extensive industry experience as well as the required specialized programming skills. This experience is used to develop a scope of work that fits the client's needs and expectations. The goals are agreed and stated then products, resources and methodologies are proposed to meet the goals.

AirIT's goal is to establish a long-term relationship with the client based on trust and continued validation that the part of our mission statement that says we must deliver value to our customers is fully realized. The choice of product is in many ways less important than the choice of business partner. AirIT's approach to the initial project is to deliver fully on every commitment, and demonstrate the value proposition of the continuing relationship. We will stay with the client until the job is done on every task of the original implementation and any additional work proposed and agreed to. We are committed to delivering first class support for our products and service after the initial project and to providing services and value in a continuing relationship that recognizes the investment each party has made, and the expectation of value delivered.

CLIENT NAME:	Houston Airport System (HAS)		PROJECT TITLE:	PROPworks® Implementation	
PROJECT START:	April 2004 PROPworks®,	PROJECT END:	Nov 2004	STILL IN SERVICE (YES OR NO):	Yes, updated to latest releases

ORGANIZATIONAL OVERVIEW

HAS selected PROPworks® through a competitive process to acquire an airport agreement and revenue management system to replace a variety of internally developed and supported programs and processes dependent on spreadsheets and desk-top databases. AirIT partnered with a local CPA firm to assist with process development and coordination with the internal accounting requirements. AirIT had two consultants on-site for the majority of the project, and other subject area experts as needed. AirIT provided the project managements services, and HAS dedicated an internal project manager. The City of Houston had a concurrent SAP implementation, which required coordination an assistance with decision making on the architecture and strategy appropriate for the airport. Properties and Accounting staff members were deeply involved in the project – becoming the "super-users" and eventual owners and advocates.

CHALLENGES

There were several changes in project staff on the Houston team over the project period, the lack of continuity causing some issues such as questioning previous decisions. Also, there were changes in top management and there was a period when the project did not have a sponsor or true advocate. Some beneficial configuration and process changes were not implemented, and customizations (to match legacy procedures) were forced into the project, essentially by clerical staff.

PROJECT SCOPE

OVERVIEW:	PROPworks® implementation as an agreement and revenue management system with full invoicing functionality, with the Cash Posting, Statistics, Space, Utilities and Risk Management modules. All accounts receivable functions are performed in PROPworks® and Journal Entries at a summary level are extracted and transferred to the city SAP financial system. The Space module was configured and tested, but the airport did not have resources to maintain the spatial data. When this situation is resolved, with some anticipated improvements in technology now available to make the resource demands less, the Space system can be put into production at any time. HAS has been fully supported, and has the latest releases of PROPworks®. The next planned evolution for HAS is to upgrade to PROPworks® 7 and migrate to the SQL Server database, as PW is the only Oracle based application in use.

CLIENT NAME:	Houston Airport System (HAS)	**PROJECT TITLE:**	PROPworks® Implementation
SERVICES PROVIDED:	Software implementation, business process evaluation and improvement. Integration with third party systems and data sources including parking, AVI (GT) and continued support and updates of supplied software products.		
APPLICATIONS INVOLVED:	PROPworks®	**IMPACTED BUSINESS FUNCTIONS:**	Business/Properties Finance – Billing/Accounts receivable, rates, risk management. Landside Ops

PROJECT APPROACH

AirIT relies on core airport industry experience, applied across a range of disciplines and tasks. Functional implementation experience in accounting/finance, property and agreement management, space/GIS, operations and marketing is provided by a well-qualified consulting staff with many years of industry and professional experience. The Development, QA and product support groups also have extensive industry experience as well as the required specialized programming skills. This experience is used to develop a scope of work that fits the client's needs and expectations. The goals are agreed and stated then products, resources and methodologies are proposed to meet the goals.

AirIT's goal is to establish a long-term relationship with the client based on trust and continued validation that the part of our mission statement that says we must deliver value to our customers is fully realized. The choice of product is in many ways less important than the choice of business partner. AirIT's approach to the initial project is to deliver fully on every commitment, and demonstrate the value proposition of the continuing relationship. We will stay with the client until the job is done on every task of the original implementation and any additional work proposed and agreed to. We are committed to delivering first class support for our products and service after the initial project and to providing services and value in a continuing relationship that recognizes the investment each party has made, and the expectation of value delivered.

8. List the customers currently using the proposed solution, specifically other airports. Include company name, type of business, city & state.

- **Airport Authority Hong Kong** – New Hong Kong Airport at Chek Lap Kok
- **Airport Authority of Jamaica** – 2 airports
  - Sangster International Airport
  - Norman Manley International Airport
- **Airport Authority of Trinidad and Tobago** – 2 airports
  - Piarco International Airport
  - Port of Spain
- **Antalya International Airport** – Antalya, Turkey (Private)
- **Branson Airport** (Private)
- **Broward County Florida Aviation Department** – 2 airports
  - Fort Lauderdale – Hollywood International Airport
  - North Perry Airport
- **Calgary Airport Authority** – Calgary International Airport
- **Capital Region Airport Commission** – Richmond International Airport
- **City of Atlanta Department of Aviation** – Hartsfield-Jackson Atlanta International Airport

- **City of Colorado Springs Airport**

- **City of Charlotte** – Charlotte-Douglas International Airport

- **City of Denver Aviation Department** – Denver International Airport

- **City of Houston** – 3 airports
  - George Bush Intercontinental International Airport
  - William P. Hobby International Airport
  - Ellington Field

- **City of Los Angeles – Los Angeles World Airports** – 4 airports
  - Los Angeles International Airport
  - Ontario Airport
  - Van Nuys Airport
  - Palmdale Airport

- **City of Philadelphia Department of Aviation** – Philadelphia International Airport

- **City of San Jose** – Norman Y. Mineta San Jose International Airport

- **City of Wichita Aviation Department** – Mid-Continent Airport

- **Clark County Department of Aviation –** 5 airports
  - McCarran International Airport
  - North Las Vegas Airport
  - Henderson Executive Airport
  - Jean Sport Aviation Center
  - Overton-Perkins Field
  - Searchlight Field

- **Greater Orlando Aviation Authority** – 2 airports
  - Orlando International Airport
  - Orlando Executive Airport

- **Greater Toronto Aviation Authority** – Lester Pearson International Airport

- **Hawaii Department of Transportation** – 15 airports
  - Honolulu International
  - Kahului
  - Lihue
  - Kona International
  - Hilo
  - 10 smaller state-operated airports

- **Hillsborough County Aviation Authority** – 4 airports
  - Tampa International Airport
  - Peter O. Knight Airport
  - Plant City Airport
  - Vandenberg Airport

- **Indianapolis International Airport** – 5 airports
  - Indianapolis International Airport
  - Eagle Creek Airport
  - Hendricks County Airport
  - Metropolitan Airport
  - Speedway Airport

- **Jacksonville Airport Authority** – 4 airports
  - Jacksonville International Airport
  - Herlong Airport
  - Craig Airport

- Cecil Field

- **Lee County Port Authority** – 2 airports
  - Southwest Florida International Airport
  - Page Field

- **Metropolitan Washington Airports Authority** – 2 airports
  - Reagan National Airport
  - Dulles International Airport

- **Miami-Dade County Department of Aviation** – 4 airports
  - Miami International Airport
  - Opa-Locka Airport
  - Kendall-Tamiami Airport
  - Homestead General Airport

- **Orange County California** – John Wayne Airport

- **Port of San Francisco**

- **Port of Seattle** – 1 airport & 1 maritime port
  - Seattle-Tacoma International Airport
  - Port of Seattle – Marine Division

- **Puerto Rico Port Authority** – (21 airports and 9 seaports)

- **Sacramento County Airport System** – 4 airports
  - Sacramento International
  - Executive
  - Mather
  - Franklin

- **Vancouver International Airport Authority** – Vancouver International Airport

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

Air-Transport IT Services, Inc. has an extensive support capability and infrastructure because we develop more than 12 software applications that our operational at more than 140 airports. AirIT's PROPworks® Property and Revenue Management Software is operational at more than 50 clients that represent 120+ airports. PROPworks® support is comprised of a 1st level helpdesk support, 2nd level Implementation Consultant support, and lastly, 3rd level software development support. PROPworks® software is a mature application and we are currently implementing version 8.0 throughout our customer base. Support is rarely required for software bugs since AirIT PROPworks® developers perform extensive testing prior to any new version release. To this point, we only require one Helpdesk Support person to handle all 50 of our PROPworks® clients. AirIT does not develop any customized software code for clients and all enhancements are available to all customers at the time of the scheduled release of new updates. The clients have access to our Trouble Ticket System and can add any requests such as bugs, product enhancement requests or general user inquiries. The following is a typical breakdown of a typical month of tickets entered into our NOVO Trouble Ticket System.

Bugs	16*
Enhancement Requests	5
Questions/Assistance	24

*During this date range there was an increased amount of bug tickets due to MIA testing of the new Cashier Module we deployed.

Once a request is made through NOVO the ticket is assigned to either the Helpdesk to see if the request can be addressed through 1st level. If there's a more complex question, for example, for a unique bill rule that was created in implementation, an Implementation Consultant may get involved to work with the client. And lastly, if there is a software bug, the ticket is assigned to development and a fix or patch will be provided in the next release with release notes that include a description or install instructions.

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

All 50 of Air-Transport IT Services, Inc.'s PROPworks® Property and Revenue Management System customers are current with their annual support contracts. Additionally, when a client is under a software warranty agreement all product enhancements & upgrades are provided to the customer at charge.

11. Describe Respondent's specific experience with public entities clients, especially large municipalities. If Respondent has provided services for the City in the past, identify the name of the project and the department for which Respondent provided those services.

    Most all of Air-Transport IT Services, Inc. customers are either a large municipality, County or State or an authority for each of the aforementioned clients. Please see Question #8 for a complete list of clients using PROPworks®.

12. State the name of the Project Manager that will be assigned to the City's project if Respondent is selected.

    Project Manager: Danny Negron - PMP

13. State the number of years experience the Project Manager has with managing PMIS implementations for governmental entities.

    10 Years

14. State the number of PMIS projects the Project Manager has managed for medium or large hub airports.

    15 Projects

15. Provide a list of project team members and include the following information for each with a focus on airport-specific experience (including the Project Manager):

    a. Name; Danny Negron - PMP
    b. Title; Project Manager and Implementation Consultant
    c. Availability to work on City's project. 100%
    d. Role and expected percentage of time to be dedicated to the City's project; 50%
    e. Brief description of relevant experience on similar projects; Danny Negron has been the Project Manager or Implementation Consultant on 15 projects and has been involved or assisted with 10 more.
    f. Professional qualifications (such as licenses, certifications, association memberships, etc.) that they hold or have been awarded; and Danny Negron – PMP Certification
    g. Educational attainment MBA and PMP Certification

16. 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 ventures and/or sub-contractors have worked together in the past. NA

17. Provide a statement regarding the Respondent's availability to commence work and any concurrent commitments that might impede progress on this project. Include a list of all current and pending projects and anticipated date of completion of current projects as of the proposal due date. Indicate other known projects to which the Respondent will be committed during the term of this project, if selected.

    - Vancouver Airport Authority PROPworks® v8.0 Upgrade and Flight Clean Up System Project
    - City of Chicago Aviation Department – PROPworks® Property and Revenue Management Project
    - State of Alaska PROPworks® Portal Implementation
    - Miami International Airport PROPworks® v8.0 Upgrade
    - San Jose Norman Y. Mineta International Airport PROPworks® v8.0 and Carrier Activity Tracking Upgrade

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

Functional Requirements Matrix

City of San Antonio Aviation Department
PROPERTY MANAGEMENT INFORMATION SYSTEM (PMIS)
Request for Competitive Sealed Proposal

TABLE OF CONTENTS for REQUIREMENTS MATRIX

TABLE OF CONTENTS for REQUIREMENTS MATRIX

City of San Antonio Aviation Department
PROPERTY MANAGEMENT INFORMATION SYSTEM (PMIS)
Request for Competitive Sealed Proposal

Respondent Instructions

For each requirement, Respondents should indicate with “Yes” or “No” whether the requirement is addressed by the proposed solution. The Respondent’s “Yes” or “No” response to each requirement should be placed within the column that correlates to how the proposed solution will meet that requirement. Only one column requires a response per requirement. Use the "Vendor Explanation" column for numeric or textual explanations.

The four options are:

1. Out of Box –An out of the box feature or functionality, Is a feature or functionality of your product and will works immediately after installation without any configuration or modification

2. **Supported through Product Configuration?** – use this column when the requirement is met by the proposed solution, either in its original unmodified state or through the use of System Configurations.

3. **Supported through Customization? (included in price)**– use this column when the requirement is met by Customizations to support proposed solution.

4. **Delivered after customization for an additional cost.** Provide cost and explanation.

5. **Requires Integration with Third Party Product or Respondent?** – use this column when the requirement can only be met through the use and integration of a third-party product or solution.

Respondent may provide clarifications to their responses using the provided Comments column. Respondents should address all requirements included in the requirements matrix.

In addition to completing the functional requirements matrix, the Respondent must provide a narrative overview of how the proposed solution will meet functional requirements as outlined in the following sections.

City of San Antonio Aviation Department
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For HELP, place the cursor in desired column cell on this row: > > >				-	-	-	-	-	-	
(Return to Functional Requirement Table)										
	Section		**GENERAL REQUIREMENTS**							
	1									
1	1	0	Provide data access and security controls on each type of data (budgets, statistics, etc.) by limiting most users to read-only access. There must be data locking mechanisms so that the “steward” of the data should be able to specify when a particular set of data is released, i.e., viewable by other users.	-	Y	-	-	-	-	
1	2	0	Single point of data entry, minimize re-entry of data	Y		-	-	-	-	
1	3	0	Alerts regarding expiring agreements, insurance requirements, performance guarantees, option periods, rate or rental adjustment dates, insurance certificate and payment security expirations, delinquencies, compliance issues,and other information at specified time periods. Identify types of alerts available	-	Y	-	-	-	-	
1	4	0	Scan and store lease agreements, contracts, etc that can be easily available for user via application	-	Y	-	-	-	-	
1	5	0	Dashboard tailored to each job function to be modified with drop down boxes (where needed)	-	Y	-	-	-	-	
1	6	0	The system must provide a means to import and export data in the following formats: CSV, XML, MS Access/Excel, to other applications such as Microsoft Office Suite	-	Y	-	-	-	-	
1	7	0	Airport PMIS system administrators must have the ability to assign user access and permissions at different levels with password control. User transaction activity must be logged and viewable for security audits.	-	Y	-	-	-	-	
1	8	0	The system must provide the ability to send automatic email notification for workflow options and communication directly from the PMIS system to users and/or groups	-	Y	-	-	-	-	
1	9	0	Ability to have multiple, user-definable data types (e.g. multiple start dates, end dates, options to renew and renewal dates, etc.)	-	Y	-	-	-	-	
1	10	0	Ability to extract data for mail merge capability	-	Y	-	-	-	-	
1	11	0	Ability to segregate contact information by contact type to allow for notifications by contact type (e.g. notice, insurance, etc.)	-	Y	-	-	-	-	
1	12	0	Ability to require approval of billing schedule before 1st invoice is generated	-	-	-	-	-	N	
1	13	0	Ability to customize invoice format, based on tenant/lease rules	-	-	-	-	-	-	
1	14	0	Ability to provide customized invoice details such as descriptions, quantity, amount per unit, tenant/lease references	-	Y	-	-	-	-	
1	15	0	Ability to over-ride invoice dates in the event invoices are run after scheduled date	-	Y	-	-	-	-	
1	16	0	Ability to retrieve billing information from multiple sources, i.e. customer statistics such as enplanements	-	Y	-	-	-	-	

1	17	0	Ability to produce an audit listing of changes made to the previous month's invoice	-	Y	-	-	-	-	
1	18	0	Ability to produce a listing of future lease action changes for assistance in forecasting budget	-	Y	-	-	-	-	
1	19	0	Ability to report on fiscal, lease, calendar, and partial year as well as across multiple years	-	Y	-	-	-	-	
1	20	0	Ability to view lease summary and detailed history of invoices & payments	-	Y	-	-	-	-	
1	21	0	Help menus and error messages	-	Y	-	-	-	-	
1	22	0	Pull down menus to drive standards in database information (i.e. list of selections for agreement categories, etc.) Menu options should be editable by the Airport	-	Y	-	-	-	-	
1	23	0	Ability to validate data entry, where possible	Y		-	-	-	-	
1	24	0	Ability to retain all historical data	Y		-	-	-	-	
1	25	0	Ability to post cash or checks to specific invoices and non-invoice specific	-	Y	-	-	-	-	
1	26	0	The solution must support the ability for the tenants to enter statistical data, view historical entries, and view invoice online, as it relates to the tenant lease agreement		Y					

25 (Return to Functional Requirement Table)

City of San Antonio Aviation Department
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For HELP, place the cursor in desired column cell on this row: > > >				-	-	-	-	-	-	
(Return to Functional Requirement Table)										
	Section		GENERAL AGREEMENT / LEASE MANAGEMENT							
	2									
2	1	1	User friendly step by step process for entering new agreements	Y	-	-	-	-	-	
2	2	0	The application must be able to maintain/track both Airport revenue and non-revenue agreements in key differentiating groups,	-	-	-	-	-	-	
2	2	1	By Airport (International and Stinson)	-	Y	-	-	-	-	
2	2	2	By COSA employee overseeing the agreement	-	Y	-	-	-	-	
2	2	3	Airline Use and Lease agreement and Airline operating permits	-	Y	-	-	-	-	
2	2	4	Cargo operators, ground services, MRO, FBO and Corporate	-	Y	-	-	-	-	
2	2	5	Terminal Airline leases	-	Y	-	-	-	-	
2	2	6	Terminal Concessions agreements	-	Y	-	-	-	-	
2	2	7	Advertising	-	Y	-	-	-	-	
2	2	8	Non-Terminal Concessions agreements such as rental car	-	Y	-	-	-	-	
2	2	9	Government agreements covering the Use of space such as FAA, TSA, Immigration	-	Y	-	-	-	-	
2	2	10	Land and Building leases	-	Y	-	-	-	-	
2	2	11	In-Kind agreements	-	Y	-	-	-	-	
2	2	12	MOU and MOA	-	Y	-	-	-	-	
2	2	13	Other permits (off-airport parking, rental cars, hotel shuttle buses, ground handling, etc.)	-	Y	-	-	-	-	
2	3	0	The application must maintain the following minimum information for each Airport agreement:	-	-	-	-	-	-	
2	3	1	Airport and Other Airport-specified facility	-	Y	-	-	-	-	
2	3	2	Ability to record notes and comments to agreement record for contract management	-	Y	-	-	-	-	
2	3	3	Customer contacts (any Customer may have an unlimited number of contracts active In system, including more than one of any single type)	-	Y	-	-	-	-	
2	3	4	Multiple contact information:	-	Y	-	-	-	-	
2	3	5	• Tenant emergency contact details	-	Y	-	-	-	-	
2	3	6	• Billing change contact details	-	Y	-	-	-	-	
2	3	7	• Contract/Legal contact details	-	Y	-	-	-	-	
2	3	8	• Local manager	-	Y	-	-	-	-	
2	3	9	• Corporate real estate division	-	Y	-	-	-	-	

2	3	10	• Accounts Payable department – including multiple address for different billing elements, if necessary	-	Y	-	-	-	-	
2	3	11	• Environmental contact	-	Y	-	-	-	-	
2	3	12	SAP agreement number	-	Y	-	-	-	-	
2	3	13	operating hours	-	Y	-	-	-	-	
2	3	14	Pricing schedule	-	Y	-	-	-	-	
2	3	15	Disadvantage Business Enterprise (DBE) information-participation goals, certification dates and special notes.	-	Y	-	-	-	-	
2	3	16	Department or Person responsible for managing agreement	-	Y	-	-	-	-	
2	3	17	Type of agreement (airline, concession, rental car, non-revenue, etc.)	-	Y	-	-	-	-	
2	3	18	Form of agreement (Lease agreement, operating agreement, memorandum of understanding, etc.)	-	Y	-	-	-	-	
2	3	19	Current legal status of agreement	-	Y	-	-	-	-	
2	3	20	Multiple rental Rates such as tiered rents and or predetermined rental rate increases By dollar amount or percentage increase	-	Y	-	-	-	-	
2	3	21	Sublease information and tracking (should be able to accommodate up to 100 subleases for any particular lessee.	-	Y	-	-	-	-	
2	3	22	accommodate the tracking of master to sub-tenant relationships, and the date and status of any Airport approval of these sub-tenants	-	Y	-	-	-	-	
2	3	23	Environmental review and assessment requirements	-	Y	-	-	-	-	
2	3	24	date billing began / will begin on agreement	-	Y	-	-	-	-	
2	3	25	Multiple insurance policy information (general liability, property, automobile, garage keepers, etc.) with amount of each policy, expiration date and additional provisions	-	Y	-	-	-	-	
2	3	26	Performance guarantee information (letter of credit, surety) to include dollar amount, institution and dates.	-	Y	-	-	-	-	
2	4	0	Duplicate an agreement for a different customer. E.g., use same agreement basic information for all airlines and only enter/update specific company data.	-	Y	-	-	-	-	
2	5	0	The application must track Lease and Agreement Amendments	-		-	-	-	-	
2	5	0	Amendment number and type	-	Y	-	-	-	-	
2	5	2	Key terms and conditions: Fixed and variable and comparisons such as minimum annual guarantee vs. percentage	-	Y	-	-	-	-	
2	5	3	Key dates, including effective and approval dates	-	Y	-	-	-	-	
2	6	0	Ability to classify buildings, spaces, rooms, etc. by type (e.g. aviation, non-aviation, terminal, air cargo, office, parking, industrial, fuel, land, etc.) and identify the physical location of the leasehold inside the terminal/landside building or airside	-	Y	-	-	-	-	
2	7	0	Ability to handle multiple types of location information (e.g. location classification, location description, etc.)	-	Y	-	-	-	-	
2	8	0	Ability to track history of agreements, amendments, extensions, etc.	-	Y	-	-	-	-	
2	9	0	Ability to provide breakdown of leased space vs. spaces not leased, and provide location, size, etc. of each space	-	Y	-	-	-	-	
2	10	0	Ability to view and print floor plans and maps of leased or unleased spaces referenced within agreements (“leased premises”) via multiple file types (dwg, tif, jpg, pdf, etc.)	-	Y	-	-	-	-	
2	11	0	Ability to integrate with a future GIS system including multiple file types (tif, jpg, etc.)	-	Y	-	-	-	-	
2	12	0	Ability to attach documents such as leases or inspection reports, to “Tenant Profile” for “one-stop” access to all customer related informationof any file type (i.e. PDF, JPG, TIF, DOC, XLS, XML, CADD, etc.) The software must provide viewing capability from these file associations to local PC applications or a preferred internal file viewer.	-	Y	-	-	-	-	
2	13	0	Ability to schedule action alerts and notify user when action is needed to manage a tenant relationship	-	Y	-	-	-	-	

2	14	0	Ability for end-user to define/obtain benchmarking values and targets for all in-process and results measures, ex. revenue per sq ft	-	Y	-	-	-	-	
2	15	0	Auto notification for dates specific to agreements, compliance, audit, insurance expiration, security deposit, etc.	-	Y	-	-	-	-	
2	16	0	Ability to track tenant improvement projects, work order status and history, inspection data, complaints, etc. with linkage to tenant profile	-	Y	-	-	-	-	

16 (Return to Functional Requirement Table)

City of San Antonio Aviation Department
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			For HELP, place the cursor in desired column cell on this row: > > >	-	-	-	-	-	-	
			(Return to Functional Requirement Table)							
	Section		CONCESSION SALES MANAGEMENT							
	3									
3	1	0	At the concession/service provider level, the application must track sales activity by product category (i.e., food, alcoholic beverage, retail/news and gifts, services)	-	Y	-	-	-	-	
3	2	0	At the concession/service provider level, the application must track sales activity by detailed product within category (i.e., branded vs. non-branded food)	-	Y	-	-	-	-	
3	3	0	At the concession/service provider level, the application must track sales activity by individual concession location	-	Y	-	-	-	-	
3	4	0	At the concession/service provider level, the application must track sales activity by overall agreement	-	Y	-	-	-	-	
3	5	0	Sales reports must be reported by location, by product, and by month	-	Y	-	-	-	-	
3	6	0	Sales reports must be summarized to total annual sales by concession operator or by concession type	-	Y	-	-	-	-	
3	7	0	Sales trend reports must be reported by concessionaire, location, contract type and airport area including reports of a group of users (e.g., gross sales of rental cars by company and month)	-	Y	-	-	-	-	
3	8	0	The application must generate comparative variance reports (i.e., current month vs. last year, current year-to-date vs. prior year-to-date) showing gross sales along with per square foot and sales per enplanement and revenue to the Airport	-	Y	-	-	-	-	
3	9	0	The application must show revenue generation to the Airport for each concessionaire and location, with revenue per square foot and revenue per enplanement	-	Y	-	-	-	-	
3	10	0	The application must serve as the source of data for concession fee billing based on gross revenue by type, minimum guarantee vs. percentage rent calculation, monthly vs. cumulative year-to-date calculations	-	Y	-	-	-	-	
10			(Return to Functional Requirement Table)							

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			For HELP, place the cursor in desired column cell on this row: > > >	-	-	-	-	-	-	
			(Return to Functional Requirement Table)							
	Section		BILLING / INVOICING / AR							
	4									
4	1	0	The application must accommodate calculating and creating invoice transactions for a number of complex charging schemes for concession agreements with any or all of the following:	-	-	-	-	-	-	
4	1	1	with or without an agreement-wide minimum annual guarantee billed and due on the first of each month	-	Y	-	-	-	-	
4	1	2	with or without minimum annual guarantees for each specific concession location in an agreement billed and due on the first of each month	-	Y	-	-	-	-	
4	1	3	with a single percentage rate for all gross receipts reported in a month combined without regard to product category	-	Y	-	-	-	-	
4	1	4	with a different percentage rate for all gross receipts reported in a month reported for each concession location	-	Y	-	-	-	-	
4	1	5	with different percentage rates for each category of product gross receipts reported in a month	-	Y	-	-	-	-	
4	1	6	with different percentage rates for each category of product gross receipts at each concession location reported in a month	-	Y	-	-	-	-	
4	1	7	with different percentage rates for sales over defined levels on a tiered structure	-	Y	-	-	-	-	
4	1	8	with combined locations such as under a prime concession agreement	-	Y	-	-	-	-	
4	2	1	If statistical, revenue, or other revisions occur after the appropriate invoices have been produced based on the original information, the application should notify a pre-defined set of Finance users and include calculations of recommended billing adjustments	-	Y	-	-	-	-	
4	3	1	The application must provide for flexible invoicing that allows Airport to generate all revenue management transactions, including Invoices, Credit Memos, Debit Memos, and Late Fees	-	Y	-	-	-	-	
4	4	1	The application must produce statements of outstanding invoices including date of invoice, original amount, amount outstanding and produce associated dunning letter.	-	Y	-	-	-	-	
4	5	0	Application should support and enforce Airport's complex billing schedule and procedures via invoices produced on a specific schedule:	-	-	-	-	-	-	
4	5	1	Monthly rent, minimum guarantee, and service fee invoices based on leased area sizes and rental rates recorded in agreements	-	Y	-	-	-	-	
4	5	2	Monthly airline landing fee invoices based on airline operation statistics reported by the airlines	-	Y	-	-	-	-	
4	5	3	Monthly common use fees that are calculated using both lease information and statistics information	-	Y	-	-	-	-	

4	5	4	Monthly concession percentage invoice produced when concessionaires submit sales reports each month, compare with minimum annual guarantee and invoice the greater of the minimum or percent, either on Monthly or cumulative basis, depending on agreement	-	Y	-	-	-	-	
4	5	5	Monthly permit fees for ground transportation providers	-	Y	-	-	-	-	
4	5	6	Monthly fees for employee parking	-	Y	-	-	-	-	
4	5	7	Charges for employee badging and lost/non-returned badges as needed.	-	Y	-	-	-	-	
4	5	8	Monthly utility Charges (electric, natural gas)	-	Y	-	-	-	-	
4	5	9	One-time fees for maintenance, damages, or special services provided	-	Y	-	-	-	-	
4	5	10	Lease should designate whether maintenance is tenant or airport responsibility	-	Y	-	-	-	-	
4	5	11	Have option to change the billing cycle, i.e. quarterly and yearly	-	Y	-	-	-	-	
4	6	0	Some transactions need to be produced on an on-demand schedule. Multiple transactions of each type may be produced for any agreement as needed:	-	-	-	-	-	-	
4	6	1	Adjustments to any previous invoice produced on an as-needed basis throughout the month. Provide for a variety of adjustment types. in cases where AR procedures require a specific adjustment type to always reference a previous invoice or set of line items, should require this link to be supplied by users prior to producing the invoice.	-	Y	-	-	-	-	
4	6	2	Credits to any previous invoice produced on an as-needed basis throughout the month. Provide for a variety of credit memo types. in cases where AR procedures require a specific credit type to always reference a previous invoice or set of line items, should require this link to be supplied by users prior to producing the invoice.	-	Y	-	-	-	-	
4	6	3	Other credit and debit memos which do not relate to a specific invoice but rather apply to a customers overall account. These are produced on an as-needed basis.	-	Y	-	-	-	-	
4	6	4	Partial payments by customers should be handled in standard operating mode, maintaining the original invoice open and reflecting the Partial payment or adjustments. Ability to re-invoice with Adjustments and balance-due amounts.	-	Y	-	-	-	-	
4	6	5	Produce statements of outstanding balances including invoice	-	Y	-	-	-	-	
4	6	6	Automated calculation of late fees and associated invoice	-	Y	-	-	-	-	
4	7	0	Provide reports and data analysis features to analyze relationships and trends between invoiced revenue information or gross revenues and statistical (e.g., per enplaned passenger, deplaned passenger, domestic or international passenger) or other information (e.g., square footage)	-	Y	-	-	-	-	
4	8	0	Application should be able to record any relationships among customers that impact billing. The billing engine needs to recognize when one agreement for a customer is to have its invoices produced as part of another agreement – either for the same or a different customer (some airlines pay the landing fees for their affiliates)	-	Y	-	-	-	-	
4	9	0	Minimize the number of erroneous and missed invoices by expediting communications between Departments and AR. To accomplish this, the application should:	-		-	-	-	-	
4	9	1	Provide reports that readily identify and anticipate rent and billing rate changes	-	Y	-	-	-	-	
4	9	2	Provide reports to Business and AR staff identifying agreements that have had changes since the last billing run or that will require attention in the near future	-	Y	-	-	-	-	
4	9	3	Maintain a log of all rate change or expiry notices to ensure that each is processed in a timely manner	-	Y	-	-	-	-	
4	10	0	Facilitate and provide the ability to monitor performance to projections on a monthly basis to detect and alert management of significant deviations from revenue projections	-	Y	-	-	-	-	
4	11	0	Must be able to load and manage revenue projections by invoice type by agreement by month	-	Y	-	-	-	-	
4	12	0	Provide trend and variance reports which show and compare each tenant's revenue versus projections for each agreement and invoice type	-	Y	-	-	-	-	
4	13	0	Must assist in enforcing Airport's accounting procedures and general ledger posting and reconciliation integrity by:	-		-	-	-	-	
4	13	1	Verifying that any revenue transaction created are being applied to a fiscal period that is "open" and receiving transactions	-	Y	-	-	-	-	

4	13	2	Verifying that any revenue transaction created reference only valid general ledger account codes. These accounts Must be valid and currently active and enabled for AR transactions	-	Y	-	-	-	-	
4	13	3	Must support AR's fiscal "month-end" closing and reconciliation processes by producing reports summarizing a period's revenue transactions by account and customer	-	Y	-	-	-	-	
4	14	0	Ability for some staff to have "read only" access to billing area and vice-versa	-	Y	-	-	-	-	
4	15	0	Ability to maintain separate expiration dates for lease agreements and billing expiration	-	Y	-	-	-	-	
4	16	0	Ability to utilize Airport chart of accounts from current general ledger system	-	Y	-	-	-	-	
4	17	0	Ability to separate billing categories by type	-	Y	-	-	-	-	
4	18	0	Ability to handle flexible billing rates from year to year	-	Y	-	-	-	-	
4	19	0	User friendly process to create and print monthly invoices	-	Y	-	-	-	-	
4	20	0	Ability to email invoices directly from system	-	Y	-	-	-	-	
4	21	0	Ability to print a duplicate invoice	-	Y	-	-	-	-	
4	22	0	Ability to review/print a monthly customer statement (i.e. showing amount billed/outstanding) – with or without payment history	-	Y	-	-	-	-	
4	23	0	Ability to accommodate recurring and intermittent invoices. Recurring invoices are produced from data entered into the proposed system and are generated on specific timeline (monthly, qrtly, annual charges); intermittent or one-time charges	-	Y	-	-	-	-	
4	24	0	Ability to easily assign revenue codes	-	Y	-	-	-	-	
4	25	0	Ability to handle flexible billing rates from year to year (e.g.; market adjustments for lease agreements, accelerating MAGs for concession agreements, etc.)	-	Y	-	-	-	-	
4	26	0	Ability to handle flexible billing rules for multiple agreement types (e.g. MAGs, % sales, fixed fee, rental per square foot, rental per acre, per circuit volume, per landing, per landing weight, etc.)	-	Y	-	-	-	-	
4	27	0	Rent Calculation - compare owed vs. paid (balance due)	-	Y	-	-	-	-	
4	28	0	Verification of monthly rent charges (bill preview)	-	Y	-	-	-	-	
4	29	0	Must have 5 to 7 tax code fields	-	Y	-	-	-	-	
4	30	0	Ability to adjust invoices and issue credit memos	-	Y	-	-	-	-	
4	31	0	Ability to assess finance/late charges	-	Y	-	-	-	-	
4	32	0	Ability for end-user to easily create new billing rules	-	Y	-	-	-	-	
4	33	0	Ability to automatically generate user-defined alerts (i.e. late payments, escalations, etc.)	-	Y	-	-	-	-	
4	34	0	Ability to apply partial payments to specific line items on an invoice	-	Y	-	-	-	-	
4	35	0	System must be PCI-DSS compliant	N		-	-	-	-	By definition, a system on its own cannot be PCI-DSS compliant. AirIT Develops and Tests software following the guidelines established by the PCI-DSS. This allows for the compliance and certification of our customer's environments.
4	36	0	Ability to electronically receive funds (ACH, credit card)	-	Y	-	-	-	-	
4	37	0	Ability to automatically generate invoices based on customer profile/billing schedule		-	-	-	-	N	The system is designed to provide check and balances throughout the billing process. Automating the generation of Invoices neglects these checks and balances. An enhancement to the system can be requested if functionality is a "must-have"
4	38	0	Ability to record POS transactions as revenue	-	Y	-	-	-	-	
4	39	0	Ability to create flexible rules in handling delinquent payments, i.e. decision criteria on charging delinquent fees	-	Y	-	-	-	-	
4	40	0	Ability to acknowledge "zero" invoices, based on contract terms, and automatically true-up at end of defined period to maintain accurate status of customer accounts	-	Y	-	-	-	-	
4	41	0	Ability to deactivate tenant records	-	Y	-	-	-	-	
4	42	0	Ability to adjust a billing rate across a tenant and/or billing type	-	Y	-	-	-	-	
	42		(Return to Functional Requirement Table)							

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For HELP, place the cursor in desired column cell on this row: > > >				-	-	-	-	-	-	
(Return to Functional Requirement Table)										
	Section		STATISTICS							
	5									
5	1	0	Serve as the source of data for airline fee billing based on airline activities, specifically landing fees, FIS, city-facility charges and common use charges. Must be flexible enough to accommodate additional fee calculations and data sources in the future	-	Y	-	-	-	-	
5	2	0	Track an unlimited number of carriers and airlines including identifying affiliates with the mainline carriers	-	Y	-	-	-	-	
5	3	0	Allow each airline to be classified in multiple ways to support flexible reporting and data reporting, e.g., signatory versus non-signatory, scheduled versus charter, passenger versus cargo only, domestic versus international, etc.	-	Y	-	-	-	-	
5	4	0	Allow a user-defined set of airline statistics and business activities to be recorded each month for each airline	-	Y	-	-	-	-	
5	5	0	Must allow for updates and revisions to be made to the statistics, revenue or other data at any time; and they must be made under auditable controls. Revisions of this information should be recorded to the proper month of activity.	-	Y	-	-	-	-	
5			(Return to Functional Requirement Table)							

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			For HELP, place the cursor in desired column cell on this row: > > >	-	-	-	-	-	-	
			(Return to Functional Requirement Table)							
	Section		REPORTING							
	6		General Features							
6	1	0	Standard set of reports established by provider and Airport, including easy to produce individual reports, as needed, and saved on database for future use, and ad-hoc reports (including whether any third party software is needed to create such reports)	Y	-	-	-	-	-	
6	2	0	Ability to generate reports using historical data	Y	-	-	-	-	-	
6	3	0	Ability to import/export customer and billing data for customized user reporting	Y	-	-	-	-	-	
6	4	0	Ability to query/report for contract requirements	Y	-	-	-	-	-	
6	5	0	Ability to produce ad hoc reports based on multiple criteria against all database areas including but not limited to agreements, revenues, sq. footage, location, tenant, space by space type or bldg, by a user defined range (i.e. monthly, qtrly., calendar & fiscal yr.), etc	-	Y	-	-	-	-	
6	6	0	Ability to audit users activity and produce a report indicating activity of users	-	Y	-	-	-	-	
6	7	0	Report on compliance, performance, audit and inspection issues (e.g.; insurance expiration, security deposits, audit requirement, site visits, capital improvement requirements, inspection requirements, sales below %, etc.), upcoming agreement expiration (at pre-determined time intervals by agreement type or by individual agreement)	-	Y	-	-	-	-	
6	8	0	Availability of inquiry screens without having to run reports	Y	-	-	-	-	-	
6	9	0	Ability to generate and print graphs and charts	-	Y	-	-	-	-	
6	10	0	Ability to produce ad hoc reports based on services provided or equipment type leased	-	Y	-	-	-	-	
6	11	0	Ability to record and report on airport revenues, gross sales, airport passenger data, etc. by concessionaire, airport, location, agreement & category	-	Y	-	-	-	-	
6	12	0	Ability to run reports and easily export data into MS Excel, MS Access or MS Word; CSV or PDF format. Ability to filter and sort without dependence on a system administrator	Y		-	-	-	-	
6	13	0	Ability to track and report all aeronautical activity statistics, such as aircraft type, aircraft weight, number of enplanements and deplanements, number of landings	-	Y	-	-	-	-	
6	14	0	Ability to automatically generate past due reports, per user defined time schedules, with notification per escalation rules	-	Y	-	-	-	-	
6	15	0	Ability to combine database information for analysis and reporting purposes (e.g. square ftg., sales information, airport statistics, service categories, etc.)	-	Y	-	-	-	-	
6	16	0	Ability to generate reports directly to MS Office or PDF formats	Y		-	-	-	-	
6	18	0	System provides ad-hoc reporting capability that are relatively easy to generate with an intuitive interactive generator as part of the software system.	-	Y	-	-	-	-	
6	19	0	Ability to automatically email reports to distribution list based on schedule	-	Y	-	-	-	-	

6	20	0	Ability to generate automatic report for user defined period of Inspection results and auto forward	-	Y	-	-	-	-	
6	21	0	System contains a built-in custom reporting tool	-	Y	-	-	-	-	
6	22	0	Ability for user to create a dashboard view to display key information	-	Y	-	-	-	-	
6	23	0	Support supports real-time user defined dashboard displaying Key Performance Indicators (KPI's)	-	Y	-	-	-	-	
6	24	0	Ability to establish low, high and acceptable ranges for each KPI	-	Y	-	-	-	-	
6	25	0	Ability to define descriptors for KPI ranges	-	Y	-	-	-	-	

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			For HELP, place the cursor in desired column cell on this row: > > >	-	-	-	-	-	-	
			(Return to Functional Requirement Table)							
	Section		GENERAL AND USER INTERFACE							
	7									
7	1	0	System provides user friendly, intuitive menu navigation and /screen layout	Y	-	-	-	-	-	
7	2	0	Dropdown fields / radio buttons	Y	-	-	-	-	-	
7	3	0	Pop up calendars where appropriate	Y	-	-	-	-	-	
7	4	0	Easily distinguish between mandatory and optional fields	Y	-	-	-	-	-	
7	5	0	Ability for users to set up a "My Page" custom portlet or home page with quick access to:	-	Y	-	-	-	-	
7	6	0	Ability for users to define and save personal layouts of list views - "my view"	-	Y	-	-	-	-	
	7	0	Copy a record to create new record	-	-	-	-	-	N	An enhancement can be requested if this functionality is considered a "must-have"
	8	0	Allow creation/use of record templates with pre-populated fields in template	-	Y	-	-	-	-	
7	9	0	Ability to edit data when viewing in 'spreadsheet' or 'list' mode and save to multiple records	-	-	-	-	-	N	An enhancement can be requested if this functionality is considered a "must-have"
7	10	0	System interface contains dropdowns/lookups provide literal descriptions and not numeric codes to simplify understanding	Y	-	-	-	-	-	
7	11	0	Ability to pre-populate fields already in the database to facilitate data entry and enforce standards and data consistency	Y	-	-	-	-	-	
7	12	0	System provides formatting and information validation functions to ensure information is inputted correctly to maintain integrity of data	Y	-	-	-	-	-	
7	13	0	System provides basic word-processing features (i.e., spell check, cut, copy, paste, etc.) to free form fields.	Y	-	-	-	-	-	
7	14	0	Ability to search multiple conditions on multiple data fields	Y	-	-	-	-	-	
7	15	0	Ability to create and save search queue for common/recurring lookups to support day-to-day job needs	-	-	-	-	-	N	An enhancement can be requested if this functionality is considered a "must-have"
7	16	0	System provides hyperlinking between screens/documents to facilitate drill down research	Y	-	-	-	-	-	
7	17	0	System contains a comprehensive online or searchable help index	Y	-	-	-	-	-	
7	18	0	Ability to set access and Add/Edit/Delete/View security	-	-	-	-	-	-	
7	18	1	Group/role based	Y	-	-	-	-	-	
7	18	2	Menu level	Y	-	-	-	-	-	
7	18	3	Screen level	Y	-	-	-	-	-	

7	18	4	Field level	-	-	-	-	-	N	Instead of field-level security, PROPworks provides security based on data classifications: Campus, Company Type, Agreement Type, and Invoice Type

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			For HELP, place the cursor in desired column cell on this row: > > >	-	-	-	-	-	-	
			(Return to Functional Requirement Table)							
	Section		**INTEGRATIONS/INTERFACES**							
	8				-					
8	1	1	Tenant Activity Tracking - Allow for third party data source subscription which provides information on individual aircraft landing and departures. Import and relate this information to other statistics information for auditing and reconciliation purposes (i.e., for verifying that airline-reported information is correct).	-	Y	-	-	-	-	
8	2	2	Allow airlines and concessions to input statistical and sales information directly. (e.g., through a web portal)	-	Y	-	-	-	-	
8	3	3	Interface with SAP for AR/AP/billing/invoicing (SAP is the City of San Antonio's ERP system)	-	Y	-	-	-	-	
8	4	4	Interface with other City and Aviation systems (e.g., CMMS)	-	Y	-	-	-	-	
4			(Return to Functional Requirement Table)							

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For HELP, place the cursor in desired column cell on this row: > > >			-	-	-	-	-	-	
(Return to Functional Requirement Table)									
Section		**GLOBAL SYSTEM ARCHITECTURE**							
9		**General Features**							
9	1	The system shall be able to operate on City Standard servers and hardware; and use City standard software; and shall meet the minimum specifications provided in the RFCSP (ITSD Technical Architecture Standards Document).	Y		-	-	-	-	
9	2	The server operating system shall be compliant with City standards provided in the RFCSP (ITSD Technical Architecture Standards Document).	Y		-	-	-	-	
9	3	The system shall utilize existing City desktop and laptop hardware provided in the RFCSP (ITSD Technical Architecture Standards Document).	Y		-	-	-	-	
9	4	The system shall utilize City Standards as the desktop/laptop operating system provided in the RFCSP (ITSD Technical Architecture Standards Document).	Y		-	-	-	-	
9	5	The vendor shall provide multiple environments to support the development lifecycle which at a minimum includes development, test, and production environments.	Y		-	-	-	-	
9	6	The system shall be fully documented including at a minimum installation procedures, security design, interface specifications, backup and recover, database design, user and administrator operating procedures.	Y	-	-	-	-	-	
9	7	The system shall be a web based application with logical and physical separation of the user presentation, business logic, and data layers.	Y	-	-	-	-	-	
9	8	The system shall provide mobile applications (as opposed to mobile web pages) to support field staff, and customers.	Y	-	-	-	-	-	
9	9	The system shall support a fault tolerant, redundant and scalable architecture.	Y	-	-	-	-	-	
9	10	The system shall provide a configurable and extensible data model and user interfaces.	Y	-	-	-	-	-	
9	11	The system shall be capable of utilizing the City's current Email infrastructure (MS Exchange) for sending and receiving automated and informational emails.	Y	-	-	-	-	-	
9	12	The system shall provide access to public users through a public portal available via the public internet.	Y	-	-	-	-	-	
9	13	The system shall provide scalable document and content storage.	Y	-	-	-	-	-	
9	14	The system shall support upgrade capability. As necessary, COTS vendors for each system software component will be responsible for providing software upgrades and support, including the support of new versions of platforms and operating systems.	Y	-	-	-	-	-	
9	15	The system shall accommodate background (batch) jobs concurrently with online updates.	Y	-	-	-	-	-	
9	16	The system shall use fully qualified domain names in all system configuration parameters.	Y	-	-	-	-	-	
9	17	The system shall work with a number of external peripherals including printers, scanners, bar/QR code readers, fingerprint readers, and signature pads.	Y	-	-	-	-	-	

		Configuration/Version Control							
9	18	The solution functionality and associated business rules shall be configured and re-configured (through tools that do not require "code" modifications).	Y	-	-	-	-	-	
9	19	The screens shall be highly re-configurable, providing ability to reposition and rename field labels, remove or “turn-off” unused fields, maintain data, and allow addition of custom-defined fields.	Y	-	-	-	-	-	
9	20	The system shall provide the ability to create and/or modify edits and business rules which determine the acceptance/correctness of data.	Y	-	-	-	-	-	
9	21	The system shall be able to provide granular configuration management to support releases containing only changed functionality.	Y	-	-	-	-	-	
9	22	The system configuration shall be manageable through a graphical user interface.	Y	-	-	-	-	-	
9	23	The system workflow shall be managed through a business process flow tool.	Y	-	-	-	-	-	
9	24	The project team will use City provided/approved source code version control software (e.g. Clearcase).	Y	-	-	-	-	-	
		Database Management & Architecture							
9	25	The system shall utilize a relational database management system (RDBMS).	Y	-	-	-	-	-	
9	26	The system shall use a database technology platform that is compliant with City Standard database platforms provided in the RFCSP (ITSD Technical Architecture Standards Document).	Y	-	-	-	-	-	
9	27	The database system shall provide Structured Query Language (SQL) capabilities for database queries.	Y	-	-	-	-	-	
9	28	The system shall support common database connectivity protocols such as ODBC.	Y	-	-	-	-	-	Our systems connect using JDBC protocols.
9	29	The system database shall provide logical separation of configuration tables from data tables.	Y	-	-	-	-	-	
9	30	The system shall provide an automated test script to validate the data after modifications or upgrades. The tool will support the ability to customize the script and provide a final report to document the validation.	-	-	-	-	-	N	Updates/Upgrades to the system are packaged to include any update script required for the specific changes of the individual update/upgrade. Each site is responsible for ensuring data quality following any update to the system.
9	31	The system shall provide data import functionality to receive standard format data from external parties.	Y	-	-	-	-	-	
9	32	The system shall provide data export functionality that creates common export file format (e.g. comma delimited, tab delimited, space delimited, quotation delimited, etc.).	Y	-	-	-	-	-	
9	33	The system shall utilize City standard backup products provided in the RFCSP (ITSD Technical Architecture Standards Document).	Y	-	-	-	-	-	
9	34	The database system shall provide the following features: - Simultaneous access to data by concurrent users - Record Locking (i.e. row, field, record according to business requirements) - Automatic Query Optimization - Views - Multiprocessor query execution	Y	-	-	-	-	-	
9	35	The system shall support an online data dictionary and table relationships that describe and maintain information on each data element including: data element name and type, description of the data element, and the format of each data element.	Y	-	-	-	-	-	Available through AirIT's NOVO support portal.
9	36	The system shall utilize naming conventions and standards, at a minimum, for data elements, entities and tables, programs, report names as will be discussed during implementation.	Y	-	-	-	-	-	
9	37	The system shall utilize utilities for database performance monitoring and tuning that comply with City standards, including but not limited to tools for table & file maintenance.	Y	-	-	-	-	-	
9	38	The system shall support online modifications to database structures (DB administrator only) with minimal user downtime.	Y	-	-	-	-	-	
9	39	The system shall allow for data replication including, but not limited to, copying an instance of any database to other organization specified locations (e.g., SAN).	Y	-	-	-	-	-	
9	40	The system shall provide the ability for the application administrator to track user behavior as well as database utilization.	Y	-	-	-	-	-	
		Data Conversion and Interface							

9	41	The proposer shall provide all services needed to transform, standardize, migrate and load external legacy electronic data in order to establish an initial database suitable for live organization operations.	Y	-	-	-	-	-	
9	42	The system shall provide the ability to extract required data from organization to produce file(s) that can be sent to agencies, including a system automated process of generating, encrypting, and delivering data to agencies.	Y	-	-	-	-	-	
9	43	The system shall provide the ability to load information from standard files (e.g., CSV, tab-delimited, etc.).	Y	-	-	-	-	-	
		Security and Access							
9	44	The system shall be able to provide ability for City user single sign-on using for all modules with security configured for each module.	Y	-	-	-	-	-	
9	45	The system performs secure and seamless logon for all third party integrated systems.		Y	-	-	-	-	
9	46	The system shall provide the ability for public users to define their own passwords that meet the City's password security requirements as specified in administrative directive 7.4A Acceptable Use.	Y	-	-	-	-	-	
9	47	The system shall provide the ability for public users to recover/reset their password.	Y	-	-	-	-		Only applicable to PROPworks Portal users.
9	48	The system shall provide the ability to lock out a user after a set number of invalid password attempts.	Y	-	-	-	-	-	
9	49	The system shall have the ability for security module to be maintained by an in-house administrator as designated by the City.	Y	-	-	-	-	-	
9	50	The system shall provide the ability to utilize multiple directory services for authenticating employees and public users.	-	Y	-	-	-	-	
9	51	The system shall provide an efficient, flexible way to control and administer multiple levels of user access.	Y	-	-	-	-	-	
9	52	The system allows viewing of list of users logged on to System in real-time.	Y	-	-	-	-	-	
9	53	The system allows addition of user-defined messages to logon screen.	Y	-	-	-	-	-	
9	54	The system shall utilize secure communication protocols (i.e. HTTPS,SSL) for all communications between end-users and servers.	Y	-	-	-	-	-	
9	55	The system has the ability to disallow more than one active session per sign-on identification.	Y	-	-	-	-	-	
9	56	The system allows users to re-authenticate and remotely log out of an active user session before logging in at another location.	Y	-	-	-	-	-	
9	57	The system restricts users from directly accessing the database.	Y	-	-	-	-	-	
9	58	The system shall have the ability to assign application access rights across entire suite of applications at a single point of entry.	-	Y	-	-	-	-	
9	59	The system provides reminder alerts to users to reset passwords.		Y	-	-	-	-	
9	60	The system provides administrative ability to block users' access during pre-defined off-hours.	-	-	-	-	-	N	For maintenance windows, this can be done by scheduling the server to shut down the PROPworks service.
9	61	The system allows delegation of user administration to allow multiple departments to manage user and security access controls.	-	Y	-	-	-	-	
9	62	The system shall meet Payment Card Industry (PCI) requirements for payments.	Y	-	-	-	-	-	
9	63	The system shall allow the utilization of the City's preferred virus protection application to inspect all data exchanges for viruses.	Y	-	-	-	-	-	
9	64	Web sites are partitioned into un-restricted and restricted areas using separate folders.	-	-	-	-	-	N	Not Applicable
		User Profiles/Administration							
9	65	The system shall provide role-based access control using the principle of least privilege for all system functions including system administration and security administration.	Y	-	-	-	-	-	
9	66	The system allows authorized site-specific users to manage site-specific user groups and user accounts up to and including their level of authority.		Y	-	-	-	-	
9	67	Ability for an administrator to delegate authority, by user group, to reset password		Y	-	-	-	-	
9	68	Ability for an administrator to delegate authority, by user group, to restore system access of locked out user	-	Y	-	-	-	-	

9	69	The system shall provide the ability to allow multiple groups and roles that govern individual access to the system and transactions within the system. The assignment of a group/role will determine whether or not the individual may access a transaction, and if the access is update or view only.	-	Y	-	-	-	-	
9	70	The system allows authorization of administrators to manage restrictions or privileges associated with Users, groups, and processes including: - Defining levels of access - Assigning levels of access - Modifying a level of access - Removing a level of access - Viewing access levels, privileges and memberships	-	Y	-	-	-	-	
9	71	The system shall have the ability to specify roles and control access by role to: - Database - Module - Field - Inquiry - Report - Approval - Transaction - Table - User Site (i.e. location) across all functional areas - Period - Type Search - Content Type	Y	-	-	-	-	-	
9	72	The system shall have the ability to display the last date and time the user logged onto the system at the time of logon.	Y	-	-	-	-	-	
9	73	The system shall have the ability to suspend user access based on a table-driven parameter (i.e., employment status).	-	Y	-	-	-		
9	74	The system shall have the ability to suspend user access based on a pre-set date or based on TSA and/or Airport Security policy requiring renewal of access approval on a variable basis for all badge holders.	Y	-	-	-	-	-	
9	75	The system shall have the ability to suspend user-access after an organization defined inactivity period (i.e., 90 days).	-	Y	-	-	-		
9	76	The system allows revocation of the access privileges of a user without requiring deletion of the user: - User-based (i.e., access rights assigned to each user) - Role-based (i.e., Users are grouped and access rights assigned to these groups) - Context-based (i.e., role-based with additional access rights assigned or restricted based on the context of the transactions, such as time-of-day, workstation-location, emergency-mode, etc.)	Y	-	-	-	-	-	
9	77	The system shall have the ability to limit user functionality based on the following access rights: - Full - Read - Write - Delete - Modify - Delete	Y	-	-	-	-	-	
9	78	The system shall allow assigning multiple roles to one user.	Y	-	-	-	-	-	
		Input Validation							
9	79	System ensures that input validation is applied whenever input is received through user or external data interfaces. The validation approach is to constrain, reject, and then sanitize input.	Y	-	-	-	-	-	
9	80	The system shall perform server-side user input validation and not rely solely on client-side validation	Y	-	-	-	-	-	
9	81	Data is validated for type, length, format, and range. Data validation is consistent across the System.	Y	-	-	-	-	-	
9	82	System avoids un-trusted input of file name and file paths. - System does not accept file names or file paths from calling functions. - Security decisions are not made based on user-supplied file names and paths.	Y	-	-	-	-	-	

9	83	System does not use parent paths when data within the System is being accessed. Attempts to access resources using parent paths are blocked.	Y	-	-	-	-	-	
9	84	The web server always asserts a character set: a locale and a country code, such as en_US.	Y	-	-	-	-	-	
9	85	System includes validation and security measures to prevent SQL injection and other input related security vulnerabilities.	Y	-	-	-	-	-	There is nowhere to enter SQL Directly. We use HQL
		Authorization							
9	86	Measures are in place to prevent, detect and log unauthorized attempts to access the System.	Y	-	-	-	-	-	
9	87	Rights and privileges are assigned based on authorization roles.	Y	-	-	-	-	-	
9	88	Database restricts access to stored procedures to authorized accounts only.	Y	-	-	-	-	-	
9	89	Direct access to database tables is prohibited.	Y	-	-	-	-	-	
9	90	All account IDs that are used by the System are identified and the resources accessed by each account is known.	Y	-	-	-	-	-	
9	91	Roles are mapped to user and data interfaces. Role rights and privileges are identified and maintained in an access control list.	Y	-	-	-	-	-	
9	92	System resources are mapped to System roles and allowed operations for each role.	Y	-	-	-	-	-	
9	93	Administration interfaces require strong authentication and authorization.	Y	-	-	-	-	-	
9	94	Administrator privileges are separated based on roles (e.g., site content developer, system administrator).	Y	-	-	-	-	-	
9	95	Remote administration channels are secured (e.g., SSL, VPN)	-	Y	-	-	-	-	
9	96	Configuration stores are secured from unauthorized access and tampering.	Y	-	-	-	-	-	
9	97	Configuration credentials and authentication tokens are not held in plain text in configuration files. (e.g., ssh client config file with remote login ID and password.)	Y	-	-	-	-	-	
9	98	User accounts and service accounts used for configuration management have only the minimum privileges required for the task.	Y	-	-	-	-	-	
		Integrity Controls							
9	99	Measures are in place to detect unauthorized changes to information.	Y	-	-	-	-	-	
9	100	Measures are in place to protect information from being accidentally overwritten.	Y	-	-	-	-	-	
9	101	System supports integrity mechanisms for transmission of both incoming and outgoing files, such as parity checks and cyclic redundancy checks (CRCs).	Y	-	-	-	-	-	
9	102	Measures are in place to prevent the upload of unauthorized files (e.g., executable files).	Y	-	-	-	-	-	
		Session Management							
9	103	SSL is used to protect authentication cookies.	-	Y	-	-	-		Only applicable to PROPworks Portal users.
9	104	The system shall provide automatic logout of users when there has been no activity for a pre-defined period, maintaining transaction integrity.	Y	-	-	-	-	-	Only applicable to PROPworks Portal users.
9	105	Session lifetime is limited to a pre-specified and configurable duration.	Y	-	-	-	-	-	Only applicable to PROPworks Portal users.
9	106	Session state is protected from unauthorized access.	Y	-	-	-	-	-	Only applicable to PROPworks Portal users.
9	107	Session identifiers are not passed in query strings.	Y	-	-	-	-	-	Only applicable to PROPworks Portal users.
9	108	Temporary objects are removed from the system, database connections are closed, and memory is released.	Y	-	-	-	-	-	
		Timeouts							
9	109	System provides an automatic timeout if the session is idle for a pre-specified and configurable duration.	Y	-	-	-	-	-	Only applicable to PROPworks Portal users.
9	110	System warns the user before the timeout and prompts the user to re-enter their password.	N	-	-	-	-	-	Warns users but doesn't prompt for password
		Encryption							
9	111	The system shall have the ability to support 128-bit SSL encryption, or higher, between the client browser and the application tier for any or all modules or sub-modules at organization discretion. Identify security standard (SSL/FIPS encryption).	-	Y	-	-	-	-	
9	112	Encryption capability for certain data transmissions that require security protection.	-	Y	-	-	-	-	
9	113	Platform-level cryptography is used with no custom implementations.	-	Y	-	-	-	-	

9	114	System provides secure information delivery over the Internet via encryption by using triple-DES (Data Encryption Standard) or the Advanced Encryption Standard (AES)	-	Y	-	-	-	-	
9	115	Encrypted data delivered over the Internet is transmitted via open protocols (e.g., SSL, XML encryption)	-	Y	-	-	-	-	
9	116	Cryptographic algorithm and key size for the System's data encryption requirements is AES 256 bit or stronger.	-	Y	-	-	-	-	
9	117	Encryption keys are secured.	-	Y	-	-	-	-	
9	118	Key management procedure to secure and manage the encryption keys is defined.	-	Y	-	-	-	-	
		Parameter Manipulation							
9	119	All input parameters are validated (including form fields, query strings, cookies, and HTTP headers).	Y	-	-	-	-	-	Only applicable to PROPworks Portal users.
9	120	Cookies with sensitive data (e.g. authentication cookies) are encrypted.	N	-	-	-	-	-	We don't use cookies
9	121	Sensitive data is not passed in query strings or form fields.	Y	-	-	-	-	-	Only applicable to PROPworks Portal users.
9	122	Security decisions do not rely on HTTP header information.	Y	-	-	-	-	-	Only applicable to PROPworks Portal users.
		Exception Management and Handling							
9	123	System exception handling minimizes information disclosure in case of an exception.	Y	-	-	-	-	-	
9	124	System returns generic error messages to the client, to avoid disclosure of sensitive information.	Y	-	-	-	-	-	
9	125	System code does not rely on internal system generated error handling. The System provides error-handling processes.	Y	-	-	-	-	-	
9	126	System errors are logged to the error log.	Y	-	-	-	-	-	
9	127	Private and sensitive data (for example, passwords) are not logged.	Y	-	-	-	-	-	
		Audit Trails and Logging							
9	128	Auditing and logging in the System includes, at a minimum, authenticated access, configuration changes, privileged access such as use of administrative rights, and change of rights and privileges. The parameters logged includes user or system account ID, date/time stamp, event source, IP address, error/event code and type.	Y	-	-	-	-	-	
9	129	The system shall have the ability to record or capture information about each authorized and/or unauthorized access attempt such as: User ID, workstation, date, time, transaction (menu, screen, file, object), and attempted type of access (read, modify, etc.).	Y	-	-	-	-	-	
9	130	The system shall generate an audit record for all activity of a given user (i.e., a trail of all user activity within the System)	Y	-	-	-	-	-	
9	131	The system shall generate an audit record for activity associated with a transaction, from creation to completion, including logging of data additions, changes, and deletions	Y	-	-	-	-	-	
9	132	The system shall provide an audit trail and viewable history of all transactions including but not limited to, user's login ID, date, and time stamp.	Y	-	-	-	-	-	
9	133	The system shall allow a selection of transactions to be logged.	Y	-	-	-	-	-	
9	134	The system shall log the following information in each audit record: - Date and time of the event - Component of the System (e.g., software, hardware) where the event occurred - User device or peripheral device involved in transactions - Type or transaction - User Identity - Outcome (success or failure) of the event	Y	-	-	-	-	-	
9	135	The system shall restrict system administrator from changing log activity.	Y	-	-	-	-	-	
9	136	The system shall secure audit records in the following ways: - Allows read access to authorized Users only - Protects stored audit records from unauthorized deletion - Prevents modifications to the audit records	Y	-	-	-	-	-	
9	137	The system shall monitor user audit logs via an automated process, and report on irregular activity.	Y	-	-	-	-	-	
9	138	The system shall provide the ability to archive records, reports and historic information for predefined timeline based on rules and regulation.	Y	-	-	-	-	-	

9	139	The system shall prevent deleted records from being purged until they have been archived.	Y	-	-	-	-	-	
9	140	The system shall maintain an audit trail of errors and exceptions.	Y	-	-	-	-	-	
9	141	All changes to the System hosting environment are logged and tracked. Reports are available for significant and critical changes and sent for review by a responsible person.	Y	-	-	-	-	-	
		Reporting							
9	142	The system shall provide summarized and detailed reports on user access, usage logs, etc.	N	-	-	-	-	-	We have some logs when users log on/off
9	143	System provides online reporting capability to authorized County system managers for necessary review and accountability.	Y	-	-	-	-	-	
9	144	System provides error and exception reports.	Y	-	-	-	-	-	
9	145	System provides usage reports.	Y	-	-	-	-	-	
9	146	System provides configuration, user accounts, roles and privileges reports.	-	-	-	-	-	-	
9	147	System provides a listing of privileged account holders within the System hosting environment.	-	-	-	-	-	-	
9	148	The system shall generate charts and graphs based on report data within the system.	Y	-	-	-	-	-	Onl Via Jasper
9	149	The system shall generate reports directly to MS Office, Hypertext Markup Language (HTML) or PDF formats, Open Doc, Open XML, etc.	Y	-	-	-	-	-	
9	150	The system shall provide ad hoc and standard query capabilities (with and without input parameters) without requiring direct database access.	Y	-	-	-	-	-	Only Via Jasper
9	151	The system shall allow print preview of all reports before printing and have print screen and selective page(s) print functionality.	Y	-	-	-	-	-	
9	152	The system shall utilize industry standard tools and data formats (at a minimum MS Excel and XML) formats that will enable the bulk import and export of data.	Y	-	-	-	-	-	Export invoice, Company and GL Data Only . Import File Loader
9	153	The system shall allow the City to leverage existing reporting tools for mining of data and creation of reports as described in the RFCSP ITSD Technical Architecture Standards Document against the system's database(s).	-	-	-	-	-	-	
		Usability							
9	154	The user interface shall integrate information from multiple components into a unified display by business area or work type.	Y	-	-	-	-	-	
9	155	The system shall have a customizable online documentation and training materials such as context-specific help, search capability, organization-specific business process documentation and process maps.	Y	-	-	-	-	-	
9	156	The system shall have the ability to restrict free form entry (e.g., use drop down fields for common input data, drop down calendar for date field, etc.)	Y	-	-	-	-	-	
9	157	The system will provide error messages specifying field and error description upon submission of electronic forms and digitized documents when business validation rules are not met.	Y	-	-	-	-	-	
9	158	On-line, interactive help with support for hyperlink technology and industry standard formats (e.g., HTML file formats)	Y	-	-	-	-	-	Only applicable to PROPworks Portal users.
9	159	Intelligent spell checking of text fields.	N	-	-	-	-	-	
9	160	The system shall be browser agnostic.	Y	-	-	-	-	-	
9	161	The system shall provide navigation clues as to where they are at in the system (e.g. breadcrumbs, heading titles, etc).	Y	-	-	-	-	-	
9	162	The public interface shall be built to ADA Rehabilitation Act - 508 - Electronic and Information Technology Accessibility Standards	N	-	-	-	-	-	
9	163	The system will provide the ability to minimize the necessity of the mouse when a user performs data entry tasks.	Y	-	-	-	-	-	
9	164	The system shall be optimized for touch input for mobile applications and electronic plan review.	Y	-	-	-	-	-	Only applicable to PROPworks Portal users.
9	165	The system shall allow users to set display preferences such as language, font type, size, colors, contrasts to improve application usability/accessibility.	Y	-	-	-	-	-	Only applicable to PROPworks users.
9	166	The system shall save user profile preferences and set automatically on login.	Y	-	-	-	-	-	
		Redundancy & Business Continuity							

9	167	The vendor shall collaborate with ITSD to provide an environment that can maintain business continuity including appropriate redundancy at application and database levels, session-aware infrastructure design, ability to establish recovery points, database back-ups, and ability to recover documents and metadata.	-	-	-	-	-	-	
		System Capacity & Performance							
9	168	The system shall have a response time where 90% of transactions process occur on average less than 1 second. The response time for the most common requests to reach a user shall not exceed 3 seconds.		-	-	-	-	-	Dependent on Network and Hardware
9	169	The system shall have the ability to support a 99.9% availability — including planned maintenance.	-	-	-	-	-	-	Dependent on Network and Hardware
9	170	The system shall have the ability to meet the System Recovery Time Objective (RTO) of 4 hours – this is the maximum time system can be offline before services are restored to end users.	-	-	-	-	-	-	
9	171	The system shall have the ability to meet the System Recovery Point Objective (RPO) of 24 hours – this represents the frequency for capturing snapshots of data in an offsite or backup location.	-	-	-	-	-	-	
9	172	The system shall provide a 24/7 public portal.	Y	-	-	-	-	-	
9	173	The system shall track and display number of online users, system uptime, transaction response times in order to demonstrate operation within acceptable levels.	N	-	-	-	-	-	
9	174	The system shall complete an average of 99% of all online/mobile update transactions in under 3 seconds over any 60-minute period, during peak usage.	-	-	-	-	-	-	
9	175	The system shall take no more than 10 seconds to complete complex queries or opening of very large documents.	N	-	-	-	-	-	
9	176	The system shall scale according to a projected public usage growth of 20% a year for the first 5 years, and 5% thereafter.	-	-	-	-	-	-	
9	177	The system will assume that each applicant will upload an average of 10 digitized documents to support their application. The average digitized document size in this context will be 5 MB per page, and the system will assume that 5 instances of each document will be retained for auditing purposes.	Y	-	-	-	-	-	
9	178	The system will assume that electronic plans will be an average size of 50 MB.	Y	-	-	-	-	-	
9	179	The system will assume that the maximum digitized letter/legal document will be 10 MB and the maximum digitized plan document will be 500 MB.	Y	-	-	-	-	-	
		Systems Operations Support and Error Handling							
9	180	The system shall provide complete audit features for all transactions in all modules of the software solution. When failed, alerts to administrators shall be generated.	N	-	-	-	-	-	
9	181	The system shall seamlessly handle server process failures without requiring the end user to re-login.	Y	-	-	-	-	-	
9	182	The system shall provide web service API's (SOAP or REST compliant).	Y	-	-	-	-	-	VIA ESB
		Integration							
9	183	The system shall be capable of integrating using standards-based, web services approach.	Y	-	-	-	-	-	VIA ESB
9	184	The system shall provide the ability to perform real-time updates.	Y	-	-	-	-	-	
9	185	The system shall have the capability to queue or resend outbound messages in case a receiving system or network connection is down temporarily.	Y	-	-	-	-	-	VIA ESB
9	186	The system shall monitor timeliness of messages and alert users if certain time limits have been exceeded.	Y	-	-	Y	-	-	VIA ESB
9	187	The system shall have the ability to evaluate interface messages for accuracy and completeness, and reject messages that are not constructed properly as well as the capability to generate reports of failed messages.	-	-	-	Y	-	-	VIA ESB
9	188	The system shall have the capability to capture and notify system administrators that messages have been rejected through the Remedy integration (see Interfaces requirements).	-	-	-	Y	-	-	VIA ESB

9	189	The system shall incorporate a re-usable, configurable framework for data exchanges with external systems. The framework shall handle system connections, job scheduling, error handling (timeouts, data errors), and error reporting (both business and technical staff notification via Remedy integration), roll-back, and re-send of message when necessary.	Y	-	-	-	-	-	VIA ESB
		Interfaces							
9	190	Describe your system's head-end, either on site server-based or vendor-hosted	-	-	-	-	-	-	
9	189	Document how attached files are stored: within the database or within a linked file repository or another solution	-	-	-	-	-	-	
9	190	For attached files, ability to maintain indefinite storage requirements	Y	-	-	-	-	-	
9	191	For attached files, provide a chain of command and verification to delete	N	-	-	-	-	-	
9	191	Proposer will need to establish a comprehensive database system backup procedure including performance and verification of a successful backup	-	-	-	-	-	-	
9	192	Successful implementation will include two environments: (1) an environment for Live Production data and operations, as well as (2) an environment for installing new versions, patching and testing	Y	-	-	-	-	-	
9	193	The system shall integrate with the City's cashiering system.	-	-	-	Y	-	-	
9	194	The system shall integrate with the City's online payment gateway.	-	-	-	Y	-	-	
9	195	The system shall integrate with the City's SAP system.	-	-	Y	-	-	-	

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(Return to Functional Requirement Table)

City of San Antonio Aviation Department
PROPERTY MANAGEMENT INFORMATION SYSTEM (PMIS)
Request for Competitive Sealed Proposal

Rqmt #			Functional Requirement	Out of Box feature	Supported through Product Configuration - out-of-box functionality Y/N	Supported through Customization? (Yes/No) (included in price)	Delivered after customization (additional cost)	Delivery Method Delivered through integration with Third Party Tool	Not Offered	Vendor Explanations
			For HELP, place the cursor in desired column cell on this row: > > >	-	-	-	-	-	-	
			(Return to Functional Requirement Table)							
	Section		TECHNICAL REQUIREMENTS							
	10		General Features							
10	1	1	System must have the capacity to ensure that performance levels remain constant when adding additional users, work flows, functions, running reports and loading data	Y	-	-	-	-	-	As long as server has enough resources
10	2	1	Ability to fully access the system from a web browser with an internet connection (web-based thin client)	Y	-	-	-	-	-	
10	3	1	Ability for data in any table to be uploaded/imported or downloaded from/to Microsoft Excel and other Microsoft Office products without accessing database back end (Import Utility)	N	-	-	-	-	-	80% of Tables can be accessed this way
10	4	1	Ability to import assets, associated BOMs, and PM plan/tasks list from Contractors upon substantial complete/place in service	N	-	-	-	-	-	
10	5	1	Software must be written in HTML5 or other open standard to support all operating systems	Y	-	-	-	-	-	
10	6	1	Support SLA that provides vendor help desk access for user assistance and timely response (e.g. within 4 hours) to support requests	Y	-	-	-	-	-	
10	7	1	System allow all client data and database structure to be readily exported in a database form upon request.	Y	-	-	-	-	-	
10	8	1	System makes use of a backup and recovery model that permits recovery of data to a point in time within the previous 24 hours.	Y	-	-	-	-	-	Scheduled Database Backup
10	9	1	System maintains a distinct development and Q/A environment from the production application and data where updates and trial scenarios can be tested and verified without affecting production data.	Y	-	-	-	-	-	
10	10	1	System allows for the specification of password strength policies such as length, character use, and expiration periods for non-LDAP integrated authentication	Y	-	-	-	-	-	
10	11	1	System supports two-factor authentication	N	-	-	-	-	-	
10	12	1	System shall meet or exceed 99.9% uptime	Y	-	-	-	-	-	
10	13	1	System provides a tool to administer user access, including defining role-based access and assisting with password management	Y	-	-	-	-	-	
10	14	1	System automatically disconnect a user session when the session has been idle for a certain number of minutes (which will be configurable).	N	-	-	-	-	-	
10	15	1	System supports SSL connections	-	-	Y	-	-	-	
	15		(Return to Functional Requirement Table)							

City of San Antonio Aviation Department
PROPERTY MANAGEMENT INFORMATION SYSTEM (PMIS)
Request for Competitive Sealed Proposal

Rqmt #			Functional Requirement	Out of Box feature	Supported through Product Configuration - out-of-box functionality Y/N	Supported through Customization? (Yes/No) (included in price)	Delivered after customization (additional cost)	Delivery Method Delivered through integration with Third Party Tool	Not Offered	Vendor Explanations
			For HELP, place the cursor in desired column cell on this row: > > >	-	-	-	-	-	-	
			(Return to Functional Requirement Table)							
	Section		DOCUMENT MANAGEMENT							
	11									
11	1	1	Ability upload document attachments of any file type	-	Y	-	-	-	-	
11	2	2	Ability to view most file types from within the CMMS (pdf, doc, jpg, etc.)	Y		-	-	-	-	
11	3	3	Ability to associate uploaded documents to any object (and multiple objects) in the CMMS, including Work Orders, Assets, Employees, Purchase Requisitions, Parts, PM Tasks, or Projects	-	Y	-	-	-	-	
11	4	4	Ability to attach documents/drawings to an asset or location via hyperlink or interface to external source (shared drive; URL)	-	Y	-	-	-	-	
11	5	5	Ability to simultaneously upload and associate a document in a single step	-	Y	-	-	-	-	
11	6	6	Ability to flag documents to attach and print to associated work orders	-	Y	-	-	-	-	
11	7	7	Ability to maintain version control of documents (i.e. update schematic)	-		-	-	-	N	
11	8	8	Ability to review documents and provide markups/comments online through the system	-		-	-	-	N	
			(Return to Functional Requirement Table)							

Technical Requirements Matrix

City of San Antonio Aviation Department
Property Management Information System (PMIS)
Request for Competitive Sealed Proposal

Appendix C
Technical Requirements Matrix - Respondent Instructions

Respondent shall complete and submit the Technical Requirements Matrix.

For each requirement, Respondents should indicate with "Yes" or "No" whether the requirement is addressed by the proposed solution. The Respondent's "Yes" or "No" response to each requirement should be placed within the column that correlates to how the proposed solution will meet that requirement. Only one column requires a response per requirement. The four options are:

1. **Supported through Product Configuration? –** use this column when the requirement is met by the proposed solution, either in its original unmodified state or through the use of System Configurations.
2. **Supported through Customization? –** use this column when the requirement is met by Customizations to the proposed solution.
3. **Supported in Future Product Release?** (version #, planned date) – use this column when the requirement is not met by the proposed solution, but if the requirement will be met by the next System Update or Upgrade. Please provide the version number and the planned date of release for any responses in this column.
4. **Requires Integration with Third Party Product or Respondent? –** use this column when the requirement can only be met through the use and integration of a third-party product or solution

Respondent may provide clarifications to their responses using the provided Comments column. Respondents should address all requirements included in the requirements matrix, including those marked as "Mandatory" or "Preferred."

Property Management Information System (PMIS)

TABLE OF CONTENTS for REQUIREMENTS MATRIX

7 -	Authentication	**36**
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City of San Antonio Aviation Department
Property Management Information System (PMIS)
Request for Competitive Sealed Proposal

Rqmt #		Functional Requirement	Business Priority Level	Supported through Product Configuration - out-of-box functionality Y/N	Delivered after solution is configured (included in price)	Delivered after customization (included in price)	Delivery Method Delivered through integration with Third Party Tool	Not Offered	Vendor Explanations
For HELP, place the cursor in desired column cell on this row: > > >			M	-	-	-	-	-	
(Return to Appendix B Table)									
Section		**General Technical**							
1		**Architecture**							
1	1	The system shall be able to operate on City Standard servers and hardware; and use City standard software; and shall meet the minimum specifications provided in the RFCSP (ITSD Technical Architecture Standards Document).	M	Y	-	-	-	-	
1	2	The server operating system shall be compliant with City standards provided in the RFCSP (ITSD Technical Architecture Standards Document).	M	Y	-	-	-	-	
1	3	The system shall utilize existing City desktop and laptop hardware provided in the RFCSP (ITSD Technical Architecture Standards Document).	M	Y	-	-	-	-	
1	4	The system shall utilize City Standards as the desktop/laptop operating system provided in the RFCSP (ITSD Technical Architecture Standards Document).	M	Y	-	-	-	-	
1	5	The vendor shall provide multiple environments to support the development lifecycle which at a minimum includes development, test, and production environments.	M	Y	-	-	-	-	
1	6	The system shall be fully documented including at a minimum installation procedures, security design, interface specifications, backup and recover, database design, user and administrator operating procedures.	M	-	Y	-	-	-	
1	7	The system shall be a web based application with logical and physical separation of the user presentation, business logic, and data layers.	M	Y	-	-	-	N	Currently PROPworks is not web-based. The browser is used to download the client file.
1	8	The system shall provide mobile applications (as opposed to mobile web pages) to support field staff, and customers.	M	Y	-	-	-	-	
1	9	The system shall support a fault tolerant, redundant and scalable architecture.	M	Y	-	-	-	-	
1	10	The system shall provide a configurable and extensible data model and user interfaces.	M	Y	-	-	-	-	
1	11	The system shall be capable of utilizing the City's current Email infrastructure (MS Exchange) for sending and receiving automated and informational emails.	M	Y	-	-	-	-	

1	12	The system shall provide access to public users through a public portal available via the public internet.	M	Y	-	-	-	-	Available via PROPworks Portal
1	13	The system shall provide scalable document and content storage.	M	Y	-	-	-	-	
1	14	The system shall support upgrade capability. As necessary, COTS vendors for each system software component will be responsible for providing software upgrades and support, including the support of new versions of platforms and operating systems.	M	Y	-	-	-	-	
1	15	The system shall accommodate background (batch) jobs concurrently with online updates.	M	Y	-	-	-	-	
1	16	The system shall use fully qualified domain names in all system configuration parameters.	M	Y	-	-	-	-	
1	17	The system shall work with a number of external peripherals including printers, scanners, bar/QR code readers, fingerprint readers, and signature pads.	M	-	-	-	-	N	Not applicable to the solution requested on the RFP. Available via PROPworks Cashier

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City of San Antonio Aviation Department
Property Management Information System (PMIS)
Request for Competitive Sealed Proposal

Rqmt #		Functional Requirement	Business Priority Level	Supported through Product Configuration - out-of-box functionality Y/N	Delivered after solution is configured (included in price)	Delivered after customization (included in price)	Delivery Method Delivered through integration with Third Party Tool	Not Offered	Vendor Explanations
		For HELP, place the cursor in desired column cell on this row: > > >	M	-	-	-	-	-	
		(Return to Appendix B Table)							
Section		**General Technical**							
2		**Configuration/Version Control**							
2	1	The solution functionality and associated business rules shall be configured and re-configured (through tools that do not require "code" modifications).	M	Y	-	-	-	-	
2	2	The screens shall be highly re-configurable, providing ability to reposition and rename field labels, remove or “turn-off” unused fields, maintain data, and allow addition of custom-defined fields.	M	-	-	-	-	N	
2	3	The system shall provide the ability to create and/or modify edits and business rules which determine the acceptance/correctness of data.	M	Y	-	-	-	-	
2	4	The system shall be able to provide granular configuration management to support releases containing only changed functionality.	M	Y	-	-	-	-	
2	5	The system configuration shall be manageable through a graphical user interface.	M	Y	-	-	-	-	
2	6	The system workflow shall be managed through a business process flow tool.	M	N	-	-	-	-	
2	7	The project team will use City provided/approved source code version control software (e.g. Clearcase).	M	-	-	-	-	N	The solution proposed uses an Off-the-shelf product. Version control in managed by AirIT.

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		(Return to Appendix B Table)							
Section		**General Technical**							
	3	**Database Management & Architecture**							
3	1	The system shall utilize a relational database management system (RDBMS).	M	Y	-	-	-	-	
3	2	The system shall use a database technology platform that is compliant with City Standard database platforms provided in the RFCSP (ITSD Technical Architecture Standards Document).	M	Y	-	-	-	-	The solution will use a database to be provisioned, supported, and maintained by the City of San Antonio or SAAS.
3	3	The database system shall provide Structured Query Language (SQL) capabilities for database queries.	M	Y	-	-	-	-	
3	4	The system shall support common database connectivity protocols such as ODBC.	M	Y	-	-	-	-	
3	5	The system database shall provide logical separation of configuration tables from data tables.	M	Y	-	-	-	-	
3	6	The system shall provide an automated test script to validate the data after modifications or upgrades. The tool will support the ability to customize the script and provide a final report to document the validation.	M	N	-	-	-	-	
3	7	The system shall provide data import functionality to receive standard format data from external parties.	M	Y	-	-	-	-	CSV files can be uploaded using File Loader
3	8	The system shall provide data export functionality that creates common export file format (e.g. comma delimited, tab delimited, space delimited, quotation delimited, etc.).	M	Y	-	-	-	-	
3	9	The system shall utilize City standard backup products provided in the RFCSP (ITSD Technical Architecture Standards Document).	M	Y	-	-	-	-	The solution will use a database to be provisioned, supported, and maintained by the City of San Antonio or SAAS.
3	10	The database system shall provide the following features: - Simultaneous access to data by concurrent users - Record Locking (i.e. row, field, record according to business requirements) - Automatic Query Optimization - Views - Multiprocessor query execution	M	Y	-	-	-	-	

3	11	The system shall support an online data dictionary and table relationships that describe and maintain information on each data element including: data element name and type, description of the data element, and the format of each data element.	M	Y	-	-	-	-	
3	12	The system shall utilize naming conventions and standards, at a minimum, for data elements, entities and tables, programs, report names as will be discussed during implementation.	M	Y	-	-	-	-	
3	13	The system shall utilize utilities for database performance monitoring and tuning that comply with City standards, including but not limited to tools for table & file maintenance.	M	N	-	-	-	-	The solution will use a database to be provisioned, supported, and maintained by the City of San Antonio or SAAS.
3	14	The system shall support online modifications to database structures (DB administrator only) with minimal user downtime.	M	Y	-	-	-	-	
3	15	The system shall allow for data replication including, but not limited to, copying an instance of any database to other organization specified locations (e.g., SAN).	M	Y	-	-	-	-	
3	16	The system shall provide the ability for the application administrator to track user behavior as well as database utilization.	M	Y	-	-	-	-	
3	17	The system shall provide standard data extraction Application Program Interface (API) to allow import and export of data.	M	N	-	-	-	-	

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		(Return to Appendix B Table)							
Section		**General Technical**							
4		**Data Conversion and Interface**							
4	1	The proposer shall provide all services needed to transform, standardize, migrate and load external legacy electronic data in order to establish an initial database suitable for live organization operations.	M	Y	-	-	-	-	
4	2	The system shall provide the ability to extract required data from organization to produce file(s) that can be sent to agencies, including a system automated process of generating, encrypting, and delivering data to agencies.	M	Y	-	-	-	-	
4	3	The system shall provide the ability to load information from standard files (e.g., CSV, tab-delimited, etc.).	M	Y	-	-	-	-	
		(Return to Appendix B Table)							

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		(Return to Appendix B Table)							
Section		**General Technical**							
5		**Security and Access**							
5	1	The system shall be able to provide ability for City user single sign-on using for all modules with security configured for each module.	M	Y	-	-	-	-	LDAP integration available in 8.1.0. System allows access to all modules that user has access to with a single username/password.
5	2	The system performs secure and seamless logon for all third party integrated systems.	M	N	-	-	-	-	
5	3	The system shall provide the ability for public users to define their own passwords that meet the City's password security requirements as specified in administrative directive 7.4A Acceptable Use.	M	Y	-	-	-	-	Only applicable to PROPworks Portal users.
5	4	The system shall provide the ability for public users to recover/reset their password.	M	Y	-	-	-	-	Only applicable to PROPworks Portal users.
5	5	The system shall provide the ability to lock out a user after a set number of invalid password attempts.	M	Y	-	-	-	-	
5	6	The system shall have the ability for security module to be maintained by an in-house administrator as designated by the City.	M	Y	-	-	-	-	
5	7	The system shall provide the ability to utilize multiple directory services for authenticating employees and public users.	M	Y	-	-	-	-	
5	8	The system shall provide an efficient, flexible way to control and administer multiple levels of user access.	M	Y	-	-	-	-	
5	9	The system allows viewing of list of users logged on to System in real-time.	M	Y	-	-	-	-	
5	10	The system allows addition of user-defined messages to logon screen.	M	-	-	-	-	N	
5	11	The system shall utilize secure communication protocols (i.e. HTTPS,SSL) for all communications between end-users and servers.	M	Y	-	-	-	-	
5	12	The system has the ability to disallow more than one active session per sign-on identification.	M	Y	-	-	-	-	
5	13	The system allows users to re-authenticate and remotely log out of an active user session before logging in at another location.	M	-	-	-	-	N	
5	14	The system restricts users from directly accessing the database.	M	Y	-	-	-	-	
5	15	The system shall have the ability to assign application access rights across entire suite of applications at a single point of entry.	M	N	-	-	OPS		AirIT can work with the City of San Antonio and SAAS to configure integration of delivered products with AD/LDAP where applicable.
5	16	The system provides reminder alerts to users to reset passwords.	M	Y	-	-	-	-	
5	17	The system provides administrative ability to block users' access during pre-defined off-hours.	M	-	-	-	-	N	For maintenance windows, this can be done by scheduling the server to shut down the PROPworks service.
5	18	The system allows delegation of user administration to allow multiple departments to manage user and security access controls.	M	Y	-	-	-	-	
5	19	The system shall meet Payment Card Industry (PCI) requirements for payments.	M	-	-	-	-	N	Not Applicable

5	20	The system shall allow the utilization of the City's preferred virus protection application to inspect all data exchanges for viruses.	M	Y	-	-	-	-	
5	21	Web sites are partitioned into un-restricted and restricted areas using separate folders.	M	-	-	-	-	N	Not Applicable

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		For HELP, place the cursor in desired column cell on this row: > > >	M	-	-	-	-	-	
		(Return to Appendix B Table)							
Section		**General Technical**							
6		**User Profiles/Administration**							
6	1	The system shall provide role-based access control using the principle of least privilege for all system functions including system administration and security administration.	M	Y	-	-	-	-	
6	2	The system allows authorized site-specific users to manage site-specific user groups and user accounts up to and including their level of authority.	M	Y	-	-	-	-	
6	3	Ability for an administrator to delegate authority, by user group, to reset password	M	Y	-	-	-	-	
6	4	Ability for an administrator to delegate authority, by user group, to restore system access of locked out user	M	Y	-	-	-	-	
6	5	The system shall provide the ability to allow multiple groups and roles that govern individual access to the system and transactions within the system. The assignment of a group/role will determine whether or not the individual may access a transaction, and if the access is update or view only.	M	Y	-	-	-	-	
6	6	The system allows authorization of administrators to manage restrictions or privileges associated with Users, groups, and processes including: - Defining levels of access - Assigning levels of access - Modifying a level of access - Removing a level of access - Viewing access levels, privileges and memberships	M	Y	-	-	-	-	
6	7	The system shall have the ability to specify roles and control access by role to: - Database - Module - Field - Inquiry - Report - Approval - Transaction - Table - User Site (i.e. location) across all functional areas - Period - Type Search - Content Type	M	Y	-	-	-	-	Acess is granted at a screen by screen access.

6	8	The system shall have the ability to display the last date and time the user logged onto the system at the time of logon.	M	-	-	-	-	N	
6	9	The system shall have the ability to suspend user access based on a table-driven parameter (i.e., employment status).	M	Y	-	-	-	-	
6	10	The system shall have the ability to suspend user access based on a pre-set date or based on hospital policy requiring renewal of access approval on a variable basis for non-County employees.	M	-	-	-	-	N	
6	11	The system shall have the ability to suspend user-access after an organization defined inactivity period (i.e., 90 days).	M	-	-	-	-	N	
6	12	The system allows revocation of the access privileges of a user without requiring deletion of the user: - User-based (i.e., access rights assigned to each user) - Role-based (i.e., Users are grouped and access rights assigned to these groups) - Context-based (i.e., role-based with additional access rights assigned or restricted based on the context of the transactions, such as time-of-day, workstation-location, emergency-mode, etc.)	M	Y	-	-	-	-	
6	13	The system shall have the ability to limit user functionality based on the following access rights: - Full - Read - Write - Delete - Modify - Delete	M	Y	-	-	-	-	
6	14	The system shall allow assigning multiple roles to one user.	M	Y	-	-	-	-	

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		(Return to Appendix B Table)							
Section		**General Technical**							
7		**Authentication**							
7	1	All system and user accounts are identified through authentication.	M	Y	-	-	-	-	
7	2	The system insures that minimum error information is returned in the event of authentication failure.	M	Y	-	-	-	-	
7	3	The system authenticates standalone devices before access is allowed to protected resources.	M	-	-	-	-	-	
7	4	If Structured Query Language (SQL) authentication is used (e.g., communication between the application server and the database server) credentials are secured in storage and over the wire via Secure Socket Layer (SSL) or IP Security (IPSec).	M	-	-	-	-	N	Not applicable
		Authorization							
7	5	Measures are in place to prevent, detect and log unauthorized attempts to access the System.	M	Y	-	-	-	-	
7	6	Rights and privileges are assigned based on authorization roles.	M	Y	-	-	-	-	
7	7	Database restricts access to stored procedures to authorized accounts only.	M	-	-	-	OPS	-	Database rights are established by the database.
7	8	Direct access to database tables is prohibited.	M	-	-	-	OPS	-	Database rights are established by the database.
7	8	All account IDs that are used by the System are identified and the resources accessed by each account is known.	M	Y	-	-	-	-	
7	9	Roles are mapped to user and data interfaces. Role rights and privileges are identified and maintained in an access control list.	M	Y	-	-	-	-	
7	10	System resources are mapped to System roles and allowed operations for each role.	M	Y	-	-	-	-	
7	11	Administration interfaces require strong authentication and authorization.	M	Y	-	-	-	-	
7	11	Administrator privileges are separated based on roles (e.g., site content developer, system administrator).	M	Y	-	-	-	-	
7	12	Remote administration channels are secured (e.g., SSL, VPN)	M	Y	-	-	-	-	
7	13	Configuration stores are secured from unauthorized access and tampering.	M	Y	-	-	-	-	
7	14	Configuration credentials and authentication tokens are not held in plain text in configuration files. (e.g., ssh client config file with remote login ID and password.)	M	Y	-	-	-	-	

7	14	User accounts and service accounts used for configuration management have only the minimum privileges required for the task.	M	Y	-	-	-	-	
		Session Management							
7	15	SSL is used to protect authentication cookies.	M	Y	-	-	-	-	SSL can be configured. Passwords are encrypted using Java 32-bit encryption
7	16	The system shall provide automatic logout of users when there has been no activity for a pre-defined period, maintaining transaction integrity.	M	-	-	-	-	N	Not applicable
7	17	Session lifetime is limited to a pre-specified and configurable duration.	M	-	-	-	-	N	Not applicable
7	18	Session state is protected from unauthorized access.	M	-	-	-	-	N	Not applicable
7	19	Session identifiers are not passed in query strings.	M	Y	-	-	-	-	
7	20	Temporary objects are removed from the system, database connections are closed, and memory is released.	M	Y	-	-	-	-	
		Timeouts							
7	21	System provides an automatic timeout if the session is idle for a pre-specified and configurable duration.	M	-	-	-	-	N	
7	22	System warns the user before the timeout and prompts the user to re-enter their password.	M	-	-	-	-	N	Not applicable
		Encryption							
7	23	The system shall have the ability to support 128-bit SSL encryption, or higher, between the client browser and the application tier for any or all modules or sub-modules at organization discretion. Identify security standard (SSL/FIPS encryption).	M	-	-	-	-	N	SSL can be configured. Passwords are encrypted using Java 32-bit encryption
7	24	Encryption capability for certain data transmissions that require security protection.	M	Y	-	-	-	-	
7	25	Platform-level cryptography is used with no custom implementations.	M	Y	-	-	-	-	
7	25	System provides secure information delivery over the Internet via encryption by using triple-DES (Data Encryption Standard) or the Advanced Encryption Standard (AES)	M	N	-	-	-	-	The link between the HTTP client and the server uses an SHA256 for Password encryption. Java clients use x.509 certificates with 1024-bit encryption.
7	26	Encrypted data delivered over the Internet is transmitted via open protocols (e.g., SSL, XML encryption)	M	-	-	-	-	N	Not applicable
7	27	Cryptographic algorithm and key size for the System's data encryption requirements is AES 256 bit or stronger.	M	-	-	-	-	N	The link between the HTTP client and the server uses an SHA256 for Password encryption. Java clients use x.509 certificates with 1024-bit encryption.
7	27	Encryption keys are secured.	M	Y	-	-	-	-	

7	28	Key management procedure to secure and manage the encryption keys is defined.	M	-	-	-	-	N	The link between the HTTP client and the server uses an SHA256 for Password encryption. Java clients use x.509 certificates with 1024-bit encryption.
		Parameter Manipulation							
7	29	All input parameters are validated (including form fields, query strings, cookies, and HTTP headers).	M	Y	-	-	-	-	
7	30	Cookies with sensitive data (e.g. authentication cookies) are encrypted.	M	-	-	-	-	N	Not applicable
7	31	Sensitive data is not passed in query strings or form fields.	M	Y	-	-	-	-	
7	32	Security decisions do not rely on HTTP header information.	M	Y	-	-	-	-	
		Exception Management and Handling							
7	33	System exception handling minimizes information disclosure in case of an exception.	M	Y	-	-	-	-	
7	34	System returns generic error messages to the client, to avoid disclosure of sensitive information.	M	Y	-	-	-	-	
7	35	System code does not rely on internal system generated error handling. The System provides error-handling processes.	M	Y	-	-	-	-	
7	35	System errors are logged to the error log.	M	Y	-	-	-	-	
7	36	Private and sensitive data (for example, passwords) are not logged.	M	Y	-	-	-	-	

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		(Return to Appendix B Table)							
Section		**General Technical**							
8		**Usability**							
8	1	The user interface shall integrate information from multiple components into a unified display by business area or work type.	M	Y	-	-	-	-	
8	2	The system shall have a customizable online documentation and training materials such as context-specific help, search capability, organization-specific business process documentation and process maps.	M	Y	-	-	-	-	
8	3	The system shall have the ability to restrict free form entry (e.g., use drop down fields for common input data, drop down calendar for date field, etc.)	M	Y	-	-	-	-	
8	4	The system will provide error messages specifying field and error description upon submission of electronic forms and digitized documents when business validation rules are not met.	M	Y	-	-	-	-	
8	5	On-line, interactive help with support for hyperlink technology and industry standard formats (e.g., HTML file formats)	M	Y	-	-	-	-	
8	6	Intelligent spell checking of text fields.	M	-	-	-	-	N	
8	7	The system shall be browser agnostic.	M	Y	-	-	-	-	
8	8	The system shall provide navigation clues as to where they are at in the system (e.g. breadcrumbs, heading titles, etc).	M	Y	-	-	-	-	
8	9	The public interface shall be built to ADA Rehabilitation Act - 508 - Electronic and Information Technology Accessibility Standards	M		-	-	-	N	This is an Off-The-Shelf product. ADA Requirements were not taken into consideration during the design of the user interface.
8	10	The system will provide the ability to minimize the necessity of the mouse when a user performs data entry tasks.	M	Y	-	-	-	-	
8	11	The system shall be optimized for touch input for mobile applications and electronic plan review.	M	N	-	-	-	-	Not applicable to the solution being offered.
8	12	The system shall allow users to set display preferences such as language, font type, size, colors, contrasts to improve application usability/accessibility.	M	Y	-	-	-	-	
8	13	The system shall save user profile preferences and set automatically on login.	M	Y	-	-	-	-	

8	14	The vendor shall collaborate with ITSD to provide an environment that can maintain business continuity including appropriate redundancy at application and database levels, session-aware infrastructure design, ability to establish recovery points, database back-ups, and ability to recover documents and metadata.	M	Y	-	-	-	-	
		Systems Operations Support and Error Handling							
8	15	The system shall provide complete audit features for all transactions in all modules of the software solution. When failed, alerts to administrators shall be generated.	M	Y		-	-	-	System logs provide excelent tracking of all activities within the system. SAAS can configure their systems to provide alerting based on these logs.
8	16	The system shall seamlessly handle server process failures without requiring the end user to re-login.	M	Y	-	-	-	-	
8	17	The system shall provide web service API's (SOAP or REST compliant).	M	Y	-	-	-	-	

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		(Return to Appendix B Table)							
Section		**General Technical**							
9		**Reporting**							
9	1	The system shall provide summarized and detailed reports on user access, usage logs, etc.	M	Y	-	-	-	-	
9	2	System provides online reporting capability to authorized County system managers for necessary review and accountability.	M	Y	-	-	-	-	
9	3	System provides error and exception reports.	M	Y	-	-	-	-	
9	4	System provides usage reports.	M	Y	-	-	-	-	
9	5	System provides configuration, user accounts, roles and privileges reports.	M	Y	-	-	-	-	
9	6	System provides a listing of privileged account holders within the System hosting environment.	M	Y	-	-	-	-	
9	7	The system shall generate charts and graphs based on report data within the system.	M	Y	-	-	-	-	Provided for statistics module
9	8	The system shall generate reports directly to MS Office, Hypertext Markup Language (HTML) or PDF formats, Open Doc, Open XML, etc.	M	Y	-	-	-	-	
9	9	The system shall provide ad hoc and standard query capabilities (with and without input parameters) without requiring direct database access.	M	Y	-	-	-	-	Provided via AirIT Business Intelligence
9	10	The system shall allow print preview of all reports before printing and have print screen and selective page(s) print functionality.	M	Y	-	-	-	-	
9	11	The system shall utilize industry standard tools and data formats (at a minimum MS Excel and XML) formats that will enable the bulk import and export of data.	M	Y	-	-	-	-	
9	12	The system shall allow the City to leverage existing reporting tools for mining of data and creation of reports as described in the RFCSP ITSD Technical Architecture Standards Document against the system's database(s).	M	Y	-	-	-	-	
		Systems Operations Support and Error Handling							
9	13	The system shall provide complete audit features for all transactions in all modules of the software solution. When failed, alerts to administrators shall be generated.	M	Y	-	-	-	-	System logs provide excelent tracking of all activities within the system. SAAS can configure their systems to provide alerting based on these logs.
9	14	The system shall seamlessly handle server process failures without requiring the end user to re-login.	M	Y	-	-	-	-	
9	15	The system shall provide web service API's (SOAP or REST compliant).	M	Y	-	-	-	-	
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(Return to Appendix B Table)									
Section		**General Technical**							
10		**Systems Operations**							
10	1	The system shall provide complete audit features for all transactions in all modules of the software solution. When failed, alerts to administrators shall be generated.	M	Y	-	-	-	-	System logs provide excellent tracking of all activities within the system. SAAS can configure their systems to provide alerting based on these logs.
10	2	The system shall seamlessly handle server process failures without requiring the end user to re-login.	M	Y	-	-	-	-	
10	3	The system shall provide web service API's (SOAP or REST compliant).	M	Y	-	-	-	-	
3		(Return to Appendix B Table)							

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		(Return to Appendix A-2 Table)							
Section		**Integration**							
11		**General**							
11	1	The system shall be capable of integrating using standards-based, web services approach.	M	Y	-	-	-	-	
11	2	The system shall provide the ability to perform real-time updates.	M	Y	-	-	-	-	
11	3	The system shall integrate with the City's SAP system.	M	Y					
11	4	The system shall incorporate a re-usable, configurable framework for data exchanges with external systems. The framework shall handle system connections, job scheduling, error handling (timeouts, data errors), and error reporting (both business and technical staff notification via Remedy integration), roll-back, and re-send of message when necessary.	M	Y	-	-	-	-	

(Return to Appendix B Table)

SUPPORT AND MAINTENANCE AGREEMENT

This SUPPORT AGREEMENT ("Agreement") is effective this ___ day of _____, 2015 (the "**Effective Date**") by and between **Air-Transport IT Services, Inc.** (hereinafter "**AirIT**") a Delaware Corporation, with principal offices at 5950 Hazeltine National Drive, Suite 210, Orlando, Florida 32822, and _____ (hereinafter "**Customer**"), a _____ with principal address being _____.

WITNESSETH:

WHEREAS, AirIT and Customer entered into that certain Agreement dated _____ (the "**License Agreement**") under which Customer obtained a nonexclusive, nontransferable, perpetual license to use certain computer programs in object code form and related user documentation (the "**Licensed Program**") on certain terms and conditions;

WHEREAS, AirIT desires to make and offer to Customer support, modifications, Enhancements, Releases, and telephone support; and

WHEREAS, Customer desires the benefit of certain services from AirIT with respect to the Licensed Program on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the premises hereof, and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms.

1.1 "Enhancement" means any modification or addition that, when made or added to the Licensed Program, materially changes the utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by AirIT as minor or major, depending on AirIT's assessment of their value and of the function added to the preexisting Licensed Program. Enhancements are included as part of the Licensed Program.

1.2 "Error" means any failure of the Licensed Program to substantially conform to its functional specifications as published from time to time by AirIT. However, any nonconformity resulting from Customer's misuse, improper use, alteration, or damage of the Licensed Program, or Customer's combining or merging the Licensed Program with any hardware or software not supplied or identified as compatible by AirIT, shall not be considered an Error.

1.3 "Error Correction" means either a modification or an addition that, when made or added to the Licensed Program, establishes substantial conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Error Corrections are included as part of the Licensed Program.

Exhibit D

1.4 **"Licensed Program"** means the computer programs described in Exhibit A attached hereto, including any Releases, to the extent offered to other customers.

1.5 **"Maintenance & Support Term"** or **"Term"** is defined in Section 6.2.

1.6 **"Normal Working Hours"** means 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding regularly scheduled holidays of AirIT.

1.7 **"Reasonable Assistance"** means the provision of explanations and interpretations of the Release Notes for each release, and correction if necessary and the provision of telephone and web based support to deal with technical and operational issues in respect of AirIT's software and configuration work performed by AirIT. Reasonable Assistance does not include providing user and support staff training or the installation, upgrading, maintenance, implementation, or configuration of third party products is not included in this Support and Maintenance Agreement except as noted.

1.8 **"Releases"** means new versions of the Licensed Program, which may include both Error Corrections and Enhancements. Releases are included as part of the Licensed Program.

1.9 **"System Testing"** means the activity performed in the software development cycle in the Quality Assurance phase, and completed before the release of new Releases, updates and Error Corrections to ensure that all functions and features perform as designed, together, at acceptable performance levels. System Testing can also result in certification of PROPworks® to run on various third party required software infrastructure such as operating systems and databases.

Section 2. Scope of Services

2.1 During the Maintenance & Support Term, AirIT shall render the services as indicated below in support of the Licensed Program, during Normal Working Hours, for the compensation to be paid to AirIT fixed for each type of service in AirIT's Support Fee rate schedule set forth in Exhibit B attached hereto (the "**Support Fee**").

2.1.1 Telephone Assistance. AirIT shall maintain a telephone hotline that allows up to three (3) persons designated by Customer to seek technical or operational assistance in use of the Licensed Program. Telephone and web-based remote assistance is available during Normal Working Hours. AirIT also maintains a web-based service request and monitoring system which is normally available 24 hours per day, and is the preferred way of initiating non-emergency service requests. Customer's user accounts will be set up on request.

2.1.2 Software Maintenance. Customer shall report in a written notice to AirIT Errors for which it desires AirIT to provide an Error Correction.

AirIT shall, within eight (8) hours of notified that an Error is present, initiate work in a diligent manner toward development of an Error Correction. AirIT shall be responsible for using reasonable diligence to correct verifiable and reproducible Errors when reported in writing by Customer to AirIT. AirIT shall include the Error Correction in all subsequent Releases of the Licensed Program. AirIT shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent release of the Licensed Program, provided that AirIT shall continue to support prior releases superseded by recent

releases for a reasonable period sufficient to allow Customer to implement the newest release of the Licensed Program or a Release not to exceed one hundred and eighty (180) days.

2.1.3 Customer Training and Implementation Services. Implementation services and direct training on the configuration, operation and use of the Licensed Program are not included in the Support Fee. Customer on-site training and implementation services are available from AirIT for additional fees (see Exhibit B for terms). A scope of services will be provided upon request from Customer. The terms of the training or implementation services will be included in a scope of work.

2.1.4 Customer-Requested Enhancements. Customer's requests for enhancements to the Licensed Program will be reviewed by AirIT and disposed of in one of the following ways: (1) Accepted for development and inclusion in a future release at no direct cost, (2) Offered to the Customer as a "Customization," with object code, or (3) Rejected, with an explanation and a suggestions of possible alternatives.

2.1.5 Custom Enhancements If AirIT agrees to provide an Enhancement, it shall charge for the Enhancement at AirIT's published hourly rates at the time of the Enhancement request. Requirements for the Enhancement must be confirmed in writing with an estimated cost, including estimated expenses, and will be provided by AirIT in the form of a scope of work addendum. A purchase order is required before commencement of Enhancement development work.

2.1.6 Major Enhancements – New Modules. AirIT may, from time to time, offer major Enhancements to its customers generally. Such Major Enhancements will be offered at AirIT's then-current license fee rates.

2.1.7 Major Enhancements – Technology Changes. AirIT may, from time to time, offer major Enhancements that involve technology changes to its customers generally. Such Enhancements will be included in a new Release for no additional fee. Installation, configuration, documentation and implementation of third party products that may be required to put the new technology into production are not included in this Agreement and are Customer's responsibility to obtain, at its expense. AirIT will provide support on install scripts and error correction on installation instructions created by AirIT, and Reasonable Assistance to interpret or correct installation instructions based on the assumption that the installer is properly qualified to perform the install tasks. New Technology changes may include the use of "Open Source Software" and may be subject to additional licensing requirements that AirIT will make known to Customer. The direct support of Open Source Software under this Agreement is limited to code modifications and additions created by AirIT.

2.1.8 Support of Third Party Software. AirIT maintains support agreements for the open-source software products, and provides necessary support and upgrades without additional cost to Customer licensees with a valid Support Agreement. Should a Customer choose to extend the use of these products beyond AirIT's Licensed Program, the "free" support will not cover these extensions. Support is limited to software versions supplied by AirIT and as indicated in Release Notes.

2.2 New Releases. AirIT may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances if AirIT so elects, Major Enhancements. AirIT shall provide Customer with electronic access to

each new Release. Each new Release is delivered with a "Release Notes" document. The document provides full instructions for a new installation and how to upgrade from the previous version. The installation upgrade may require installation and/or reconfiguration of third party products, including hardware, software and network communications items by Customer, at its sole expense.

2.3 Upgrade Assistance. AirIT shall provide Reasonable Assistance to help Customer install and operate each new Release of the AirIT products covered by this Agreement, provided that such assistance, if required to be provided at Customer's facility, shall be subject to a separate, agreed scope of work. Such Reasonable Assistance does not include User Acceptance Testing. System Testing is performed by AirIT prior to release of upgrades and patches, but is not offered as an on-site service.

2.4 AirIT sponsors an Annual User Conference for which Customer, if it attends, may be required to pay an attendance fee. The rate per attendee is identified each year in the conference registration packet. Exhibit B includes information on the number of attendees Customer is entitled to send to an Annual User Conference without payment of an attendance fee.

2.5 AirIT offers prepaid consulting units at a discounted rate. The prepaid consulting unit rate is published annually, effective January 1st. Prepaid consulting units are available in prepaid 40 hour blocks (each a "**Consulting Unit**"). Use of the Consulting Units will be subject to a separate, agreed scope of work. For greater certainty, Customer may purchase Consulting Units at any time during the Term and is not obliged to use the Consulting Units within a fixed period of time. No refunds will be made to Customer for unused hours in a Consulting Unit.

Section 3. Customer Duties

The Customer shall perform the following duties:

3.1 Customer shall pay AirIT the fees and charges according to the Support Fee rate schedule set forth in Exhibit B attached hereto. AirIT reserves the right to change its Support Fee rate schedule no more than once per year on at least thirty (30) days written notice to Customer of such changes.

3.2 Customer shall pay to AirIT the Support fee on the frequency designated in Exhibit B.

3.3 Customer shall be responsible at its sole expense for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware and software necessary to obtain the services called for by this Agreement.

3.4 Customer shall provide AirIT with database exports as requested, and with sufficient support and test time on the Customer's computer system to duplicate the Error, certify that the Error is with the Licensed Program, and certify that the Error has been corrected.

3.5 Any sums owed by Customer under this Agreement greater than sixty (60) days past due that are not in good faith disputed may, in AirIT's sole discretion, result in the temporary suspension of the support services provided under this Agreement, including suspension of Customer's access to the Licensed Program. Any suspension caused by non-payment will not extend the Term or reduce the total cost.

Section 4. Proprietary Rights

4.1 To the extent that AirIT may provide Customer with Releases or any other program, Customer may use such Release in connection with the Licensed Programs, and in a manner consistent with the requirements of the License Agreement. Customer may not use, copy, modify, decompile, reverse engineer, adapt, or create derivative works of the Licensed Programs or Releases or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by AirIT. In the case of termination of the License Agreement, Customer shall return or destroy the Licensed Programs in the manner required by the License Agreement and Customer's certification of return or destruction shall be sufficient for such purpose.

4.2 Other than the limited license granted to Customer under Section 4.1, Customer acknowledges that it acquires no right, title or interest in or to the intellectual property contained in the Licensed Programs or Releases, Error Corrections, and Enhancements, including without limitation any associated intellectual property rights such as copyright and patent (collectively the "**Intellectual Property")**, and the Intellectual Property shall remain the sole property of AirIT, regardless of whether Customer, its employees, agents, or contractors may have contributed to the conception of the Intellectual Property, joined in the effort of its development, or paid AirIT for the use of the Licensed Programs, Enhancements, or Releases. Customer shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that AirIT may reasonably request in order to establish and perfect its exclusive ownership rights in any Customer contribution to the Intellectual Property.

Section 5. Disclaimer of Warranty and Limitation of Liability

AirIT's cumulative liability to CUSTOMER or any other party for any loss or damage resulting from any claims, demands or actions arising out of or relating to this Agreement shall not exceed two (2) times the Support Fee paid to AirIT. In no event will AirIT be liable for any indirect, special, incidental, reliance, consequential or exemplary damages or pecuniary losses or damages arising out of the use or inability to use the Licensed Program even if AirIT has been advised of the possibility of such damages. Specifically, AirIT shall not be responsible for any costs including, but not limited to, loss of profits or revenue, loss of use of the Licensed Program, or loss of data. In addition, after termination of this Agreement, AirIT will not be liable for performing recovery services due to the failure of software or data. In no event will AirIT's liability to Customer arising out of or in connection with this Agreement, whether arising out of breach of contract or tort, exceed the Support Fee actually paid to AirIT by Customer for the last Annual Support Fee prior to the date the claim arose.

Section 6. Term and Termination

6.1 This Agreement shall be effective on the Effective Date.

6.2 AirIT shall provide the services described in Section 2 [Scope of Services] starting on the date on which the Software is considered to have Final Acceptance (each as defined in the Billing Software Acquisition Agreement between the parties) for a succession of twelve (12) month periods (each a "**Maintenance & Support Term**") unless sooner terminated by either party under this Section 6, but in no event shall the Maintenance & Support Term extend beyond the prescribed term of the License Agreement.

6.3 This Agreement shall immediately terminate upon the termination of the License Agreement;

6.4 This Agreement may be terminated by either party upon the expiration of the then current Maintenance & Support Term, provided that at least sixty (60) days' prior written notice is given to the other party; or

6.5 This Agreement may be terminated by either party upon thirty (30) days' prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

Section 7. Miscellaneous

7.1 Waiver. The failure of any party to enforce any of the terms of this Agreement shall not constitute a waiver of that party's right thereafter to enforce any such term or upon notice, to require correction of a default previously waived.

7.2 Export of Products. If Customer exports software, databases, or documentation, Customer assumes liability for complying with applicable U.S. and Canadian laws and regulations and for obtaining required export and import authorizations. Customer will not export or re-export software, databases or documentation or any technical data in violation of applicable export regulations.

7.3 Entire Agreement. This Agreement together with Exhibits A, B, C and D constitute the entire agreement between the parties relating to the subject matter contained in it and supersede all prior and contemporaneous representations, agreements, or understandings between the parties. No amendment of this Agreement shall be binding unless executed in writing and signed by the parties.

7.4 Severability. If any part, term or condition of this Agreement is held void or unenforceable, such part shall be treated as severed, leaving valid the remainder, and a new, enforceable provision shall be substituted therefore which accomplishes the intent of the severed provision as nearly as practicable.

7.5 Notices. All notices required or permitted under this Agreement shall be in writing and will be effective when (i) deposited in the Mail, certified, return receipt requested, postage prepaid or (ii) forwarded by reputable express courier providing written receipt of delivery and addressed to the parties at their respective addresses set forth below, or such other address designated in writing.

7.6 Amendment. No amendment of this Agreement shall be binding unless executed in writing by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on _____, 2015 by their duly authorized representatives as set forth below.

Executed By:	Executed By: Air-Transport IT Services 5950 Hazletine National Drive, Suite 210 Orlando, FL 32822 U.S.A
Authorized Signatures:	
_____	_____
Name: _____	Chris Keller
Title: _____	President & COO

EXHIBIT A
Licensed Programs

AirIT Licensed Software:

PROPworks® Modules

Company Module
Agreement Module
Billing and Invoicing Module
Sales Management Module
Aviation Statistics Module
Insurance/Surety Module
Cash Posting
Space Management
Utility Management

Enterprise Service Bus (ESB)
PROPworks® Web Portal

Third Party Products (Not Licensed from AirIT): Support is limited to products and versions supplied through AirIT and only for use with software licensed from AirIT, to wit:

JasperServer
JBoss (Application server)

Location(s): San Antonio Airport System

EXHIBIT B

Maintenance & Support Term and Support Fee

1. Maintenance & Support Term. The Maintenance & Support Term shall commence on the date of Final Acceptance of the Software as those terms are defined in the Billing Software Acquisition Agreement between the parties of even date herewith and shall continue from the date of Final Acceptance for a period of twelve (12) consecutive months, subject to renewal or earlier termination as provided for in Section 6 of this Agreement.

2. Support Fee. The Support Fee for the Maintenance & Support Term is One Hundred Ninety Thousand Four Hundred Sixty Four United States Dollars (US$190,464.00) for five (5) years. The addition of new modules requested by Customer will require an increase in the annual Support Fee, to be memorialized in a mutually agreed separate Statement of Work or Purchase Order.

   2.1 Pricing for Maintenance & Support costs after the expiration of the initial X year term and the last of any renewal years shall not increase by more than the lesser of:

      2.1.1 The percentage increase in the Consumer Price Index for all Urban Consumers, U.S. City Average, as published by the Bureau of Labor Statistics, Department of Labor and Statistics, or a reasonable successor index, for the 12 month period preceding the expiration date;

      2.1.2 3% of the previous year's Maintenance & Support fees.

3. Payment Frequency. The Support Fee shall be billed and payable by Customer annually in advance.

Year 1	Year 2	Year 3	Year 4	Year 5
0	$45,526.00	$ 46,892.00	$ 48,299.00	$ 49,747.00

4. Reinstatement Fee. In the event the Customer terminates Support & Maintenance a fee equal to one (1) year of support and maintenance would be required for reinstatement. The fee would be based on the calculated cost of the previous year's support cost.

5. AirIT User Conference Attendance Fee: The AirIT User Conference Attendance Fee is included for **5** users. Additional users may attend for a fee. The additional attendee fee will be provided each year in the Conference Registration Packet.

6. Additional Support Hours: San Antonio Airport will purchase 150 hours at $150.00 per hour for any additional work that may be used throughout the life of the contract.

EXHIBIT C
License Agreement

EXHIBIT D
AirIT Pricing and Labor Rates

Product	Base Price	5 User Pack	10 User Pack	15 User Pack	Unlimited User License	Warranty
PROPworks® Core	$30,000	$54,000	$84,000	$114,000	$125,000	20% of the license fees
Company/Contact Management						
Agreement Management						
Billing & Invoicing						
Concessions Management						
Events, Ticklers & Notifications						
PROPworks® Optional Modules						
Space Management	$6,000	$10,000	$15,000	$20,000	$25,000	
Graphical Viewer (Version 7)	$6,000	$10,000	$15,000	$20,000	$25,000	
Aeronautical Statistics	$6,000	$10,000	$15,000	$20,000	$25,000	
Carrier Activity Tracking & AODB Interface	$15,000	$20,000	$25,000	$30,000	$35,000	
Utility Management	$6,000	$10,000	$15,000	$20,000	$25,000	
Cash Posting	$6,000	$10,000	$15,000	$20,000	$25,000	
Insurance and Sureties	$4,000	$6,000	$9,000	$12,000	$15,000	
Financials Interface	$6,000	$10,000	$15,000	$20,000	$25,000	
Cashier	$6,000	$10,000	$15,000	$20,000	$25,000	
Property Revenue and Expense	$6,000	$10,000	$15,000	$20,000	$25,000	
Work Order Management System Interface	$4,000	$6,000	$9,000	$12,000	$15,000	
PROPworks Portal					$35,000	

Product	Base Price	Small Airport	Mid Size	large Airport	Unlimited User License	Warranty
Airport Intelligence						20% of the license fees
Business Systems		$5,000	$10,000	$25,000	$25,000	

Position/Job Title	Within North America	Daily Rate within North America	Outside North America	Daily Rate outside North America
Software Engineer	$150	$1,200	$188	$1,500
Sr. Software Engineer	$175	$1,400	$219	$1,750
Software Engineering Manager	$200	$1,600	$250	$2,000
System Engineer	$100	$800	$125	$1,000
Sr. System Engineer	$125	$1,000	$156	$1,250
System Engineering Manager	$150	$1,200	$188	$1,500
Solution Engineer / Consultant	$125	$1,000	$156	$1,250
Sr. Solution Engineer / Sr. Consultant	$150	$1,200	$188	$1,500
Project\ Program\ Solution Manager \ Consulting Manager	$175	$1,400	$219	$1,750
Sr. Project / Program Manager / Director of Consulting	$200	$1,600	$250	$2,000
Training	$150	$1,200	$188	$1,500

1. LICENSE: In consideration of the payment of the making of the Agreement between the parties, the receipt and sufficiency of which Licensor acknowledges, Licensor grants Licensee an indivisible, non-exclusive, non-transferable, and revocable, license to use (a) Licensor's computer software described in Exhibit A of Support and Maintenance Agreement in machine-readable form and (b) the related online user manuals and documentation, which together comprise the "Licensed Software," for the term set forth in paragraph 8 below. Licensee is responsible for converting its own data files into data usable by the Licensed Software. Excluded from the Licensed Software is any separately identified third-party software that is not being licensed to Licensee hereunder, and must be independently obtained by Licensee. If applicable, Licensee will be required to acquire a valid third party software license from _____ in order to operate the Licensed Software. This Addendum grant to Licensee is a license to use the Licensed Software only, and is not a sale of the Licensed Software or of any copy or portion thereof. If a user limitation is stated in the Agreement, Licensee may not exceed use by more than said user limitation.

2. SCOPE OF RIGHTS: Licensee may:

(a) Install the Licensed Software on computer systems owned, leased, or otherwise controlled by Licensee at its own facilities.

(b) Use the Licensed Software on Licensee's computer systems for the sole purpose of serving the internal needs of Licensee's business, only at the locations specified in Exhibit A of Support and Maintenance Agreement."

(c) Make one copy of the Licensed Software (in machine-readable form only) as necessary only for non-productive back-up or archival purposes in accordance with Licensee's standard procedures. For any additional copies made or used by Licensee, Licensee agrees to pay a license fee in respect of such additional copies, as mutually agreed by the parties. Any surplus copies of the Licensed Software and the documentation not needed for Licensee's internal use, back-up, or archival purposes shall be promptly returned to Licensor. No credit shall be given to Licensee for such returned copies of the Licensed Software.

3. PROHIBITED ACTS AND USES: Licensee may not use, copy, distribute, publish, recast, translate, modify, change, revise, or alter the Licensed Software, or any copy, adaptation, transcription, derivations, or merged portion thereof, except as expressly authorized by licensor. Licensee may not sell, donate, share, transfer, assign, pledge, encumber, lease, rent, license, or sublicense the Licensed Software, or any portions, derivations, or adaptations hereof, except to a successor-in-interest of Licensee's entire business who assumes, in writing, the obligations of this Addendum. No service bureau work or time-sharing arrangements are permitted unless expressly authorized by the Licensor. Placement on and/or use of the Licensed Software on processors accessible through communication networks using terminals and devices not on Licensee's premises is prohibited.

4. EQUIPMENT: The Licensed Software is designed for use on computer hardware specified on Exhibit A of Support and Maintenance Agreement. Licensor reserves the right to approve in advance the use by Licensee of any hardware, equipment, communication boards, and peripherals used in conjunction with the Licensed Software. Such approval shall not be unreasonably withheld. Licensee is solely responsible for site preparation and environmental control and stability at the location where the Licensed Software is installed. Licensor has no responsibilities concerning Licensee's facilities or equipment.

5. LICENSEE'S RESPONSIBILITIES IN USE OF THE LICENSED SOFTWARE: Licensee shall be responsible for the installation, supervision, management, operation, and control of the Licensed Software, including, but not limited to:

(a) Assuring proper machine configuration, program installation, operating system release level, audit controls and operating methods;

(b) Establishing adequate backup and disaster recovery plans;

(c) Implementing sufficient procedures and checkpoints to satisfy Licensee's requirements for security and accuracy of data input and output, as well as restart and recovery, in the event of a malfunction or loss of data;

(d) Designating a Project Manager to have overall responsibility and authority concerning the installation, operation, and management of the Licensed Software; and

(e) Maintaining at least one adequate and restorable backup of the Licensed Software and all third party software.

6. PROPRIETARY PROTECTION OF LICENSED SOFTWARE:

(a) Licensee acknowledges that the Licensed Software constitutes trade secrets and proprietary data of Licensor and that the Licensed Software contains proprietary products licensed to Licensee, which shall remain the property of Licensor before, during, and after termination of this Addendum. Licensor has sole and exclusive ownership and copyright of all right, title, and interest in the Licensed Software and in any applications, modifications, improvements, or enhancements to the Licensed Software, including ownership of all trade secrets and copyrights pertaining to the Licensed Software and all works derived from the License Software, regardless of the media in which the Licensed Software is contained, recorded, or fixed.

(b) Licensee may not, at any time, disclose or disseminate the trade secrets embodied in the Licensed Software to any person, firm, organization, or employee who does not need to obtain access thereto consistent with Licensee's rights under this Addendum. Under no circumstances may Licensee copy, "unlock," de-compile, dissemble, reverse assemble, or reverse engineer the binary or object code of the Licensed Software, as these terms are generally used in the trade. Under no circumstances may Licensee disclose or disseminate any trade secrets contained in the Licensed Software to any competitor of Licensor. Licensee will devote its best efforts to ensure that all Licensees' personnel and all other persons afforded access to the Licensed Software protect Licensor's copyrights and trade secrets against improper use, dissemination, or disclosure.

(c) Licensee must reproduce and include in all copies of the Licensed Software prepared by Licensee and approved by Licensor the copyright notice(s) and proprietary legend(s) of Licensor and Licensor's licensors/vendors (if any) as they appear in the Licensed Software supplied to Licensee.

(d) Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, Licensor may not have any adequate remedy in money damages. Licensor shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request without requirement of bond or other security. Licensor's right to obtain injunctive relief shall not limit its right to seek additional remedies.

(e) Licensee's obligations hereunder shall remain in effect for as long as Licensee continues to possess or use the Licensed Software or any trade secrets or works derived therefrom.

7. WARRANTIES OF LICENSOR; LIMITATIONS OF LIABILITY: Licensor warrants to Licensee that at the time of delivery of the Licensed Software to Licensee:

(a) Licensor has the right to furnish the Licensed Software free of all liens, claims, and encumbrances imposed by or through Licensor;

(b) The Licensed Software will perform, on an appropriately configured computer system, in the manner described in Licensor's published documentation. No warranty is provided by Licensor for any thirty-party software;

(c) That Licensor further warrants that the Licensed Software is the latest developed version and edition of said software, and that any subsequent version issued within two years of the date of this contract will be furnished to Licensee at no cost, provided only that the License granted hereunder is in force, under maintenance and support by Licensor, and all fees have been paid by Licensee.

(d) Licensor is not responsible for any obsolescence of the Licensed Software (i) that may result from changes in Licensee's requirements, (ii) from changes in federal, state, or local laws or regulations, or (iii) any operating systems, interface programs, or any third-party software used in conjunction with the Licensed Software.

(e) Licensor's sole responsibility to Licensee or to any third party for any claims, notwithstanding the theory of such claims (e.g., contract, breach of warranty, negligence or otherwise) arising out of errors or omissions in the Licensed Software provided hereunder and caused by Licensor (provided that Licensee shall have promptly notified Licensor of any such errors or omissions), shall be to correct the errors or omissions or replace the Licensed Software with another copy thereof. Licensor does not warrant that the Licensed Software will operate without interruption or error free or that its functions will meet Licensee's particular requirements, now or in the future. Licensee is solely responsible for ensuring the Licensed Software will accommodate its current and anticipated business needs.

(f) Licensor shall not be responsible for, and all warranties shall be void for, any malfunction of the Licensed Software due to Licensee's unauthorized copying or modification of the Licensed Software, failure to properly use the Licensed Software for its intended purpose, or failure to install, use, or maintain the Licensed Software on Licensor-approved equipment.

(g) Licensor shall not be liable to Licensee for errors resulting from defects in, or malfunctions of, the mechanical or electronic equipment used by Licensee in conjunction with the Licensed Software, for Licensee or its agents' failure to follow licensor's instructions, use of non-licensed products with the Licensed Software, or for factors beyond Licensor's ability to control.

(h) It is the intent of the parties that Licensee's sole remedy for breach of warranty or breach of contract be limited to the repair and replacement of defective Licensed Software, and if that cannot be accomplished, then in no event damages exceeding the amounts paid to Licensor for the license fee hereunder or as provided under the Agreement. In the event Licensee recovers insurance proceeds pursuant to licensee's insurance, such proceeds shall constitute a setoff against actual damages claimed by Licensee. It is understood that all costs and expenses of such insurance shall be paid by Licensee.

(i) UNLESS OTHERWISE EXPRESSLY STATED HEREIN, IN NO EVENT WILL LICENSOR BE RESPONSIBLE FOR SPECIAL, INDIRECT, RELIANCE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY ACT OR OMISSION BY LICENSOR IN CONNECTION WITH THIS ADDENDUM, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARISE IN AN ACTION AT LAW OR IN EQUITY, FOR BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, BREACH OF UCC PROVISIONS, NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL TORT. FURTHERMORE, LICENSOR SHALL NOT BE LIABLE FOR LICENSEE'S LOST PROFITS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF SAVINGS, LOSS OF REVENUE, OR FOR EXEMPLARY DAMAGES. THE PROVISIONS HEREOF ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY, FITNESS, OR OTHERWISE. IN THE EVENT THE ABOVE EXCLUSION OF IMPLIED WARRANTIES IS FOUND NOT TO APPLY TO LICENSEE, THEN IN ANY EVENT AND UNDER ANY THEORY OR FORM OF ACTION, LICENSOR'S LIABILITY WILL NOT EXCEED THE AMOUNT OF THE LICENSE FEE PAID BY LICENSEE TO LICENSOR UNDER THIS ADDENDUM OR AS PROVIDED UNDER THE AGREEMENT.

(j) Licensor has set the license fee and maintenance fee based on the allocation of risks set forth in this paragraph 7 and the parties have bargained for and agree to the provisions of this paragraph 7.

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12. The Section intentionally left blank

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(b) The parties hereby agree and consent that (i) exclusive venue for any legal action authorized or brought hereunder, or brought by either party against the other whether based in contract, tort, breach of warranty or promise, or other theory under law or equity, shall be in Bexar County, Texas, and that (ii) personal jurisdiction of the parties shall be vested exclusively in the State or Federal Courts located in Bexar County, Texas.

(c) This Addendum shall be governed by and construed in accordance with the laws of the State of Texas, without recognition of conflict of law decisions.

(d) No modification of this Addendum shall be binding unless it is in writing and signed by an authorized representative of the party against whom enforcement of the modification is sought.

(e) Any notice required or permitted under this Addendum shall be in writing and delivered in person or sent by certified mail, return receipt requested, with proper postage affixed.

(f) In the event that any of the terms of this Addendum are or become, or are declared to be, invalid or void, they shall be deemed severed from this Addendum and all the remaining terms of this Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed on the day and year first above written.

LICENSOR: Air-Transport IT Services, Inc.	LICENSEE: _____
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____