Amendment No. 3
to
Contract No. NS160000021
for
Software Maintenance and Support for the Shared Use Passenger Processing System
between
Air-Transport IT Services, Inc.
and the
City of Austin, Texas

1.0 The City hereby exercises the last two remaining extension options for the above-referenced contract. Effective October 15, 2018, the term for the extension options will be February 22, 2019 to February 21, 2021.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/22/2016 – 02/21/2019	$1,162,311.00	$1,162,311.00
Amendment No. 1: Administrative increase of $57,600	$57,600.00	$1,219,911.00
Amendment No. 2: Change invoice address	$0.00	$1,219,911.00
Amendment No. 3: Administrative Increase of $60,000.00 and exercise extension option 1 and 2 02/22/2019 – 02/21/2021	$872,677.00	$2,092,588.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date: _____ 10/15/2018

Printed Name: Chris Keller, V.P. Business Development
Authorized Representative

Air-Transport IT Services, Inc.
5950 Hazeltine National Drive, Suite 210
Orlando, FL 32822

Signature & Date: _____ 10/17/18

Sai Xoomsai Purcell, Senior Buyer Specialist
City of Austin Purchasing Office

Amendment No. 2
to
Contract No. NS160000021
for
Software Maintenance and Support for the Shared Use Passenger Processiong System
between
Air-Transport IT Services, Inc.
and the
City of Austin

1.0   The above referenced contract is hereby amended to change the invoice address to the following:

	City of Austin
Department	Aviation Department
Attn:	Account Payable
Address	3600 Presidential Blvd.
City, State, Zip Code	Austin, TX 78719

2.0   Effective date of this change is 11/14/2017.

Action	Action Amount	Total Contract Amount
Initial Term: 02/22/2016 – 02/21/2019	$1,162,311.00	$1,162,311.00
Amendment No. 1: Administrative increase of $57,600	$57,600.00	$1,219,911.00
Amendment No. 1: Change invoice address	$0.00	$1,219,911.00

3.0   MBE/WBE goals do not apply to this contract.

4.0   By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0   All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: _____ 11/30/17   Sign/Date: _____ 1/20/17

Printed Name: Betic Woki   Sai Purcell
Authorized Representative   Procurement Specialist IV - IT Procurement
                                                              City of Austin
Air-Transport IT Services, Inc.   Purchasing Office
5950 Hazeltine National Drive, Suite 210
Orlando, FL 32822

Amendment No. 1
to
Contract No. NS160000021
for
Software Maintenance and Support for the Shared Use Passenger Processing System
between
Air-Transport IT Services, Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to increase available funding to include MIS Choice LDCS with one (1) year warranty and support per attached Exhibit A in an amount not to exceed $57,600.00.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/22/2016 – 02/21/2019	$1,162,311.00	$1,162,311.00
Amendment No. 1: Administrative increase of $57,600	$57,600.00	$1,219,911.00

3.0 MBE/WBE goals were not established for this contract.

4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date: Signature & Date:

Printed Name: _CHRIS KELLER_   Sai Xoomsai Purcell, Senior Buyer Specialist
Authorized Representative   City of Austin Purchasing Office

Air-Transport IT Services, Inc.
5950 Hazeltine National Drive, Suite 210
Orlando, FL 32822

CONTRACT BETWEEN THE CITY OF AUSTIN
AND
AIR-TRANSPORT IT SERVICES, INC. ("AirIT")
For
SOFTWARE MAINTENANCE AND SUPPORT FOR THE SHARED USE PASSENGER PROCESSING SYSTEM
AT AUSTIN-BERGSTROM INTERNATIONAL AIRPORT

CONTRACT NUMBER: MA 5600 NS160000021

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Air-Transport IT Services, Inc. ("Contractor"), having offices at 5950 Hazeltine National Drive, Suite 210, Orlando, FL 32822.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Steven Hegyvari, Phone: (510) 999-1580, Email Address: shegyvari@airit.com. The City's Contract Manager for the engagement shall be Diana Heath, Phone: (512) 530-6693, Email Address: Diana.Heath@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed $1,162,311 for the initial 36 month term, an amount not-to-exceed $406,368 for the first option and an amount not-to-exceed $416,309 for the second option, for a total contract amount not-to-exceed $1,984,988 for all fees and expenses.

3.2 **Invoices.**

3.2.1 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management or (CTM)
Attn:	Accounts Payable
Address:	PO Box 1088
City, State, Zip Code	Austin, TX 78767

3.2.2 Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to

the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5   **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

> 3.5.1   **Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

> 3.5.2   **Travel Expenses,** All travel, lodging, and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

> http://www.gsa.gov/portal/category/21287

> No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulation.

3.6   **Final Payment and Close-Out.**

> 3.6.1   The making and acceptance of final payment will constitute:

> > 3.6.1.1   a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

> > 3.6.1.2   a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1   **Term of Contract.** The Contract shall be in effect on the date executed by the City for an initial term of 36 months and may be extended thereafter for up to 2 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

> 4.1.1   Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2   **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3   **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4   **Termination For Cause..** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or

provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5   **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6   **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1   **Insurance**: The following insurance requirements apply.

    5.1.1   **General Requirements.**

        5.1.1.1   The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

        5.1.1.2   The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

        5.1.1.3   The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

        5.1.1.4   The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

        5.1.1.5   The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

        5.1.1.6   The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

        5.1.1.7   All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

        City of Austin

5.1.1.8   The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9   If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10   The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11   The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12   The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13   The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14   The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2   **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1   **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are $500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1   Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2   Contractor/Subcontracted Work.

5.1.2.1.3   Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4   Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5   Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6   The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are $250,000 bodily injury per person, $500,000 bodily injury per occurrence and at least $100,000 property damage liability per accident. The policy shall contain the following endorsements:

5.1.2.2.1   Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2   Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3   The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Waived (see waiver on file in the Purchasing Office)

5.1.2.4 **Professional Liability Insurance.** The Contractor shall provide coverage, at a minimum limit of $1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, or omission arising out of the performance of professional services under this Agreement.

If coverage is written on a claims-made basis, the retroactive data shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity.**

5.2.1   **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit B. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2   **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3   **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.4 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.5 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.5.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.6 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 **Patents.** As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

5.6.2 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.6.3 **Additional Assignments.** The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep

the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.7 **Rights to Proposal and Contractual Material.** All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.8 **Publications.** All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 **Warranty – Price.**

> 6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

> 6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

> 6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

> 6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

> 6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

> 6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 **Workforce.**

    7.2.1   The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

    7.2.2   The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

        7.2.2.1   use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

        7.2.2.2   use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

    7.2.3   If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3   **Compliance with Health, Safety, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.4   **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

    7.4.1   disposal of major assets;

    7.4.2   any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

    7.4.3   any significant termination or addition of provider contracts;

    7.4.4   the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

    7.4.5   strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

    7.4.6   reorganization, reduction and/or relocation in key personnel;

    7.4.7   known or anticipated sale, merger, or acquisition;

    7.4.8   known, planned or anticipated stock sales;

    7.4.9   any litigation against the Contractor; or

    7.4.10 significant change in market share or product focus.

7.5 **Right To Audit.**

    7.5.1   The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

    7.5.2   The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.6 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.7 **Indemnity.**

    7.7.1   Definitions:

        7.7.1.1   "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

            7.7.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

            7.7.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

        7.7.1.2   "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

    7.7.2   THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.8 **Claims.** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.9 **Notices.** Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices

delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:	To the Contractor:
City of Austin, Purchasing Office	Air Transport IT Services
ATTN: Elisa Folco, Contract Administrator	ATTN: Steven Hegyvari, Contract Manager
P O Box 1088	5950 Hazeltine National Drive, Suite 210
Austin, TX 78767	Orlando, FL 32822

7.10 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.11 Advertising. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.12 No Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.13 Gratuities. The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.14 Prohibition Against Personal Interest in Contracts. No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.15 Independent Contractor. The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.16 Assignment-Delegation. The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.17 Waiver. No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.18 Modifications. The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.19 Interpretation. The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.20 Dispute Resolution.

7.20.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.20.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.21 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

7.21.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.21.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.21.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.22 **Subcontractors.**

7.22.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.22.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.22.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.22.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.22.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.22.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.22.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.22.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.22.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.23 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.24 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.25 **Holidays.** The following holidays are observed by the City:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.26 **Survivability of Obligations.** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.27 **Non-Suspension or Debarment Certification.** The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.28 **Incorporation of Documents. Section 0100, Standard Purchase Definitions**, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:
https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.29 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental

7.29.3   the Standard Purchase Terms and Conditions;

7.29.4   the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

AIR-TRANSPORT IT SERVICES, INC.

By: _____
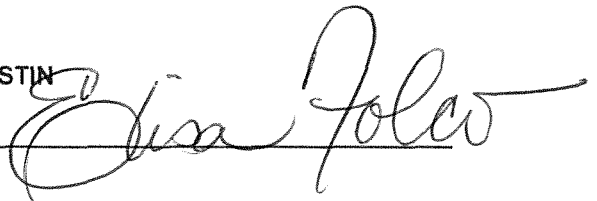Signature

Name: _CHRISTOPHER B. KELLER_
Printed Name

Title: _PRESIDENT & COO_

Date: _2/3/16_

CITY OF AUSTIN

By: _____
Signature

Name: Elisa Folco
Printed Name

Title: Corporate Contract Administrator

Date: _2/22/2016_

List of Exhibits

Exhibit A   Offer and Statement of Work
Exhibit B   Non Discrimination Certification
Exhibit C   Non-Suspension or Debarment Certification

City of Austin

Purchasing Office

Austin-Bergstrom International Airport
Shared Use Passenger Processing System
Software Warranty & Maintenance, Support, and Professional Services

1. INTRODUCTION:

A. The City of Austin Aviation Department is seeking a three (3) year contract, with two (2) one (1) year extension options, *exercisable by the City at its sole discretion,* with a qualified and experienced Vendor capable of providing software maintenance services and support for the Airport's Shared Use Passenger Processing System.

This Request for Quote is for the on-site and ongoing maintenance, repair and support for the software, associated interfaces, and integrated components of the Air-IT Shared Use Passenger Processing System. This is to include technical support of the proprietary software from a Vendor licensed by the software manufacturer. To fulfill the requirements of this statement of work, the Vendor will provide on-site support to meet the day to day needs of the airport.

AirIT Product Support will include, AirIT third party software maintenance agreements, database maintenance, preventative maintenance, software licenses, software updates, hotfixes, and upgrades, system configuration, on-site training, systems monitoring, troubleshooting, and 24/7 helpdesk to ensure all severity levels are met for the following system components:

i) Airport Operational Information System (AOIS) Software
  (1) Passenger Processing Systems
    (a) Extended Airline System Environment (EASE™)
      (i) Local Departure Control System (LDCS)
    (b) Common Use Self Service (CUSS)
      (i) IER CUSS Software
      (ii) Airline CUSS Applications
      (iii) CUSS reporting services
  (2) Operational Systems
    (a) Airport Operational Database (AODB)
      (i) Airport Intelligence
      (ii) Data Archive and Retrieval System (DAR)
        1. Jasper Reporting
    (b) Resource Management System (RMS)
      (i) Gate Status Application (GSA)
  (3) Electronic Visual Information Display System (EVIDS)
    (a) Flight Information Display System (FIDS)

Scope of Work   Page 1 of 30

        (i) Baggage Input Console (BIC)

        (ii) Intelligent Display Systems

        (iii) Airport Gate Information Display System (ApGIDS)

        (iv) Public facing internet FIDS (WebFIDS)

        (v) Advertising Display System (ADS)

        (vi) Extended Airline System Environment Flexible (EASE™ FX)

            1. Airline (AirGIDS)

    (4) Enterprise Service Bus (ESB)

        (a) External flight information data interface

        (b) WebFIDS data interface

        (c) Any other existing or future interfaces

  ii) Hardware Integration to EASE™ software

    (1) EASE Peripherals

        (a) Travel Document Printer (boarding passes, bag tags, etc.)

        (b) Keyboards

        (c) Boarding Gate Readers

        (d) Bar Code Scanners

        (e) Laser and/or Inkjet Printers

  iii) Professional Services

    (1) Hourly cost for Program Manager

    (2) Hourly cost for Project Manager

    (3) Hourly cost for System Engineer

        (a) AirIT has labor rates established and published per calendar year.

    (4) Annual cost for an on-site Air-IT Site Manager

B. As necessary, the Vendor will provide a quote for additional work. The Vendor will begin work upon notice to proceed and will be reimbursed for additional work authorized by the City for software modification/builds, or any additional services necessary to secure and/or support the Shared Use Passenger Processing System. The estimated annual expenditure for this element shall not be greater than seventy-five thousand dollars ($75,000) per annum.

C. Additional services will be provided by a dedicated on-site Air-IT Site Manager as defined in Attachments A and B.

D. All products and solutions will meet or exceed the standard requirements, support services will be provided through a combination of on-site support, off-site, and remote support as necessary.

2. SCOPE OF SERVICES

A. SOFTWARE WARRANTY AND MAINTENANCE SUPPORT REQUIREMENTS

  i) Vendor will provide unlimited 24/7 telephone support from the Vendors help desk.

  ii) Vendor will provide, or make available, technical experts to assist with Operational questions, troubleshooting, training and general how-to questions, as required by the City.

iii) Vendor will maintain valid third party software maintenance agreement(s) necessary to support any and all third party software components of CUSS environment.

iv) Vendor will participate in and actively support the City's processes for improving the quality of Shared Use Services provided to the airport stakeholders that may include (a) participation in various work groups, (b) recommendation of new interface services or (c) initiating recommendations for improving the way the Department and the Vendor does business.

v) Vendor and its officers, employees, guests, invitees, Vendors will observe, obey and comply with all applicable rules, policies, procedures, and regulation of the City, Aviation Department, Federal Aviation Administration, Transportation Security Administration, and the Department of Homeland Security in effect during the term of this agreement.

B. CORRECTIVE MAINTENANCE

i) The Vendor will be responsible for all corrective maintenance of the Shared Use System software including replacing/repairing damaged or non-functioning (software) components, interfaces, and integration points.

ii) Work orders will be issued to the Vendor through Vendor's ticketing system. Each ticket will have a description of the work that is to be performed along with the specific system and/or airline affected.

iii) Vendor will submit monthly reports of all corrective maintenance performed to the Aviation Department for review. Air-IT and ABIA will agree to a format for the reports.

C. INCIDENT MANAGEMENT AND REPORTING

i) Vendor will ensure that all SUPPS and CUSS incidents are captured and entered in Vendor's service tracking application.

ii) Vendor will ensure that the designated on-site support staff has full access, and is knowledgeable in the operations of the Vendor's service tracking application.

iii) Vendor will submit incident reports to the Aviation Information Systems Manager as needed, or as requested, by Aviation SUPPS Team.

   Information Systems and Air-IT will determine the cycles and frequencies of required reports. Air-IT and ABIA will agree to a format for the reports.

D. Air-IT SOFTWARE PREVENTATIVE MAINTENANCE

i) Vendor's on-site technician will perform preventative maintenance in accordance with the manufacturer's specifications.

ii) All preventative maintenance will be performed with no service disruption to airport operations. All preventative maintenance performed will follow established change control processes.

iii) Vendor will submit monthly reports of all preventative maintenance performed to the Aviation Department for review.

iv) Air-IT and ABIA will agree to a format for the reports.

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E. SOFTWARE UPDATES AND CHANGE CONTROL
   i)   Software updates, patches or bug fixes, specific to Austin-Bergstrom International Airport, will be provided, tested and installed at no additional costs as long as the City is under a current AirIT software support agreement.
   ii) Vendor will provide at no additional charge any and all software updates or latest versions of all Shared Use software package(s) listed in Section 1, as they become available and as long as the City is under a current AirIT software support agreement.
   iii) Vendor will make any and all necessary software parameter changes to accommodate changes directed by the City, at no additional charge as long as the City is under a current AirIT software support agreement.
   iv) No software updates, patches or bug fixes will be performed without prior approval of the City of Austin, Aviation Department.
       (1) ABIA and Air-IT recognize that changes to the Shared Use environment are inevitable. Therefore, a change management process has been put into place to manage such changes in a structured and uniform manner.
       (2) Changes to the ABIA SUPPS environment will be coordinated through the Air-IT Site Manager. Changes to the production environment will occur during off SUPPS production hours, with the exception of Emergency Changes. All changes require a System Change Request (SCR) form and approval from Air-IT, ABIA technical team, and the ABIA Resource Manager.
       (3) The Aviation Department is obligated by its Airline Service Level Agreement to make every effort to provide a minimum of 5 days' notice to all respective SUPPS participating Airlines prior to a change to the SUPPS production environment.
       (4) The Aviation Department's Resource Manager will coordinate and get approvals from all respective SUPPS participating Airlines prior to a change to the SUPPS environment. No changes to the SUPPS production environment can be made without notification and approval of Information Systems Division Manager or designated representative.
       (5) The information below must be communicated in writing to the ABIA IS Division for all production environment changes no less than 15 regular business days prior to the change being made. The only exception is for emergency changes, where the change information can be communicated verbally and be submitted in writing after the change has been implemented. The amount of detail required will be determined by the complexity of the change. Routine changes require this information to be provided in advance of the change. Urgent or Emergency changes will not be delayed by the requirement to provide this information; however, this information will be required in a reasonable time frame.
       (6) The Air-IT System Change Request (SCR) form act as the official change request submission document. The review and approval of an SCR requires that both Air-IT and ABIA understand the exact change, its purpose and its possible risks. All System Change Requests shall include (at a minimum) the following information:

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(a) **Description** - A brief narrative of what the change is intended to accomplish. Should be phrased in business terms, not technical terms.

(b) **Scope**
   (i) **Small** – change affects one module and few settings (all are listed)
   (ii) **Medium** – change affects either one module and many settings, OR many modules and few settings (all are listed)
   (iii) **Large** – change affects many modules and settings (all are listed)

(c) **Source** - The name of the organization(s) instigating the change

(d) **Urgency**
   (i) **Routine** – part of normal, day to day, system maintenance. Will be postponed if Urgent or Emergency Changes exist
   (ii) **Urgent** – required to resolve a problem causing equipment or systems to not perform normally, or address a vulnerability. Will only be postponed if Emergency Changes exist
   (iii) **Emergency** – required to resolve a significant problem or system outage as determined by ABIA. Cannot be postponed without risk of complete system failure or sever operational disruption.

(e) **Testing** - A brief narrative of the testing performed to ensure the change accomplishes what it is intended to and that the testing is comprehensive enough that it does not cause any unforeseen impacts

(f) **Training** - Any training required by the users of the impacted systems or modules

(g) **Implementation** - The steps required to implement the change

(h) **Back Out Procedures**- The steps required to remove the change if required, and restore the systems to their previous state

(7) All changes to the SUPPS production environment will be processed according to the following event outline:

   1. The Air-IT Site Manager will create and submit an SCR in SharePoint following the Air-IT internal process
   2. The Air-IT Site Manager presents the SCR to the ABIA technical team after the SharePoint approval process
   3. ABIA technical team and Air-IT Site Manger review the SCR
   4. The Air-IT Site Manger requests (from Air-IT) updates to the SCR as required from the review.
   5. The SCR is validated by the ABIA technical team and Air-IT Site Manger.
   6. The AIR-IT Site Manager will schedule a conference call between the ABIA technical team and the AirIT engineer who will be implementing the SCR changes.
   7. The SCR is either updated or revalidated (if needed) or a date and time is proposed for the change to be implemented.
   8. ABIA will approve the SCR via email to Air-IT or through the Air-IT SharePoint customer process
   9. The Resource manager informs all SUPPS users of the proposed change and date and time of the work.
   10. The Resource manager provides final approval of the date and time
   11. The Air-IT Site Manger confirms the scheduled date and time with Air-IT remote support.
   12. ABIA Service Desk sends a message to all respective parties informing them or the scheduled system downtime.

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F. QUALIFICATIONS
  i) Vendor's staff performing any work on the Shared Use System software and/or hardware will be qualified and experienced to perform maintenance and upgrades.

G. SECURITY, CONFIDENTIALITY, AND NETWORK DATA SECURITY REQUIREMENTS
  i) Vendor's on-site and remote staff will meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the airport.
  ii) On-site staff will meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at Aviation Department.
  iii) On-site and remote staff will be required to sign a non-disclosure agreement and keep the details of Aviation Department confidential. Failure to sign or abide by the non-disclosure agreement will be grounds for contract cancellation.
  iv) Remote access will meet Aviation Department security requirements. Will be required to provide notice to Aviation Department within 24 hours of a termination or resignation of support staff.

H. TELEPHONE AND/OR E-MAIL SUPPORT RESPONSE.
  i) Vendor will provide support for problem resolution twenty-four (24) hours a day, seven (7) days a week, three hundred sixty five (365) days a year. Vendor will provide a toll-free telephone number accessible 24/7.

  ii) Support calls will be submitted, and prioritized, utilizing the _severity_ definitions listed below:

Priority	Description
Urgent	Emergency...system(s) down. Large scale services are deemed inoperable. User's technical resources and/or business operations are down.
High	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.
Medium	System(s) are responding; however, there are technical issues which are affecting a user(s) in a negative manner. Example: Hardware or software technical issues; intermitted network outages
Low	Systems(s) are operational; however, users may require assistance with a technical question. Example: Need new software installed

iii) Support calls will comply with the _response_ times listed below:

Priority	Description	Response Time – Business hours	Response Time – After hours
Urgent	Emergency...system(s) down. Large scale services are deemed inoperable. User's technical resources and/or business operations are down.	15 min. or less	15 min. or less
High	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.	15 min. or less	15 min. or less
Medium	System(s) are responding; however, there are technical issues which are affecting a user(s) in a negative manner. Example: Hardware or software technical issues; intermitted network outages	30 min. or less	30 min. or less
Low	Systems(s) are operational; however, users may require assistance with a technical question. Example: Need new software installed	30 min. or less.	30 min. or less.

iv) Support calls will comply with the _resolution_ times listed below:

Priority	Description	Resolution Time – Business hours	Resolution Time – After hours
Urgent	Emergency...system(s) down. Large scale services are deemed inoperable. User's technical resources and/or business operations are down.	2 hours or less.	4 hours or less.
High	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.	2 hours or less.	4 hours or less.
Medium	System(s) are responding; however, there are technical issues which are affecting a user(s) in a negative manner. Example: Hardware or software technical issues; intermitted network outages	2 days or less	N/A
Low	Systems(s) are operational; however, users may require assistance with a technical question. Example: Need new software installed	3 days or less	N/A

NOTE: Resolution time(s) may be dependent on the services of an external provider.
Information Systems will ensure that the resolution by an external provider is not delayed,
however cannot guarantee the timeliness of the external provider's response.

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NOTE: It is expressly noted that the resolution times are only applicable to the SUPPS Software. They specifically exclude resolution times outside the SUPPS Platform, SUPPS Platform hardware and Aviation Department Local Area Network (LAN) and the Wide Area Network (WAN) and/or the Airline's host(s).

I. ESCALATION PROCEDURES
   i) Vendor will establish escalation procedures that will be engaged to support and assist in providing timely resolution as required. Vendor will provide an escalation list of upper management to enable problem resolution in the event the City is dissatisfied with the level of service at any time during the troubleshooting process they may ask for a management escalation as outlined below:

Vendor Management Escalation Contact List:

Name	Title	Contact Email & Phone Numbers
Steven Hegyvari	AUS Site Manager	shegyvari@airit.com 510-999-1580
Sharon Abate	Director, Support	sabate@airit.com 972-251-3088
Chris Keller	President & COO	ckeller@airit.com 630-240-2776
Betros Wakim	CEO	bwakim@airit.com 407-288-2289

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J. PRICING

Provide completed price information as indicated in the table below:

Section A – Software Warranty & Maintenance					
Item No.	**Item Description**	**Estimated Annual Quantity**	**Unit**	**Unit Price**	**Extended Price**
1	AIOS Software Maintenance (AODB, ESB, RMS, FIDS, EASE)	3	Each	$ 85,000.78	$ 255,002.00
2	AirIT 24/7 Help Desk	3	Each	$ 102,802.73	$ 311,409.00
3	IER CUSS Airline Software	3	Each	$ 35,020.00	$ 105,060.00
4	IER CUSS Software	3	Each	$ 3,583.58	$ 10,751.00
	SUBTOTAL		Items 1-4		**$ 682,222.00**
5	OPTIONAL – Renewal Year 4 (includes lines 1,2,3,4)	1	Each	$ 241,187.00	$ 241,187.00
6	OPTIONAL – Renewal Year 5 (includes lines 1,2,3,4)	1	Each	$ 248,422.00	$ 248,422.00
Sum of Items 1, 2, 3, & 4					$ 682,223.00
Sum of Item No. 5, & 6					$ 489,609.00
Sum of Item No. 1, 2, 3, 4, 5, & 6 = Section A Total					$ 1,171,832.00
Section B – Professional Services					
Item No.	**Item Description**		**Unit Per/HR**	**Unit Price**	**Extended Price**
1	Program Manager (does not include annual escalation)		1	$ 175.00	$
2	Project Manager (does not include annual escalation)		1	$ 175.00	$
3	System Engineering (does not include annual escalation)		1	$125.00	$
4	Not to exceed $75,000 per annum		Annual	$75,000.00	$ 375,000.00
	SUBTOTAL		Items 1-4		$ 375,000.00
5	Air-IT Site Manager (3 years)			$ 85,029.66	$ 255,089.00
	SUBTOTAL		Items 5		$ 255,089.00
6	OPTIONAL – Air-IT Site Manager Year 4				$ 90,181.00
7	OPTIONAL – Air-IT Site Manager Year 5				$ 92,887.00
Sum of Item No. 1, 2, 3, 4, 5, & 6 = Section A Total					$1,171,831.00
Sum of Item No., 4, 5, 6, & 7 = Section B Total					$ 813,157.00
Sum of Section A & B = Total Contract Amount					$1,984,989.00

3. Service Level Agreement:

This Service Level Agreement (SLA) is between the City of Austin Aviation Department and Vendor. This SLA is intended to define the service levels and response times Aviation Department can expect.

K. DEFINITIONS

Availability - The readiness for use as set forth in this SLA, of the LAN and SUPPS Platform.

Change Management - The process by which changes are reviewed and approved for implementation to the SUPPS platform or other parts of the environment, such as the LAN.

CUSS - Common Use Self Service Kiosks

Customer - Any user of the SUPPS platform and related services or their designated handling agent.

Dedicated Equipment - Non-SUPPS Equipment that is located in the airline or customer back-office.

External Service Provider - Any non-Aviation Information Systems team member.

Fault - Any condition which prevents the availability or the functionality of the LAN and/or SUPPS Platform in respect to how a particular Airline operates.

Local Area Network (LAN) - The cable and switch gear placed around the operational location by the Aviation Department.

Operational Hours - The time that the SUPPS Platform will be functioning, to include the SUPPS Service and LAN. Operational hours exclude scheduled maintenance events.

Outage - The time period during which there is a lack of LAN and/or SUPPS Platform functionality or availability.

Planned Changes - Changes to the LAN and/or SUPPS Platform that are scheduled in advance.

Preferential Equipment - SUPPS equipment that is typically dedicated for use by a specific airline at any given (or specified) time.

Preventative Maintenance - The proactive cleaning, adjustment, and/or other servicing of component parts of the LAN and/or SUPPS Platform to maximize reliability and availability.

Platform - Comprises common hardware, software, and networking infrastructure required to run SUPPS Applications.

Platform Provider - The entity that is responsible for on-going provision and management of the Platform. The Platform Provider could be an airport, airline, or third party company.

Platform Supplier - The entity that provides any component of the Platform.

Resolution Time - The total time taken to complete an incident/problem starting from the time the incident is logged until the service is restore or the problem has been resolved.

Service Provider - Any service provided by the Aviation Department or third party entity contracted by Aviation Department to provide services covered under this SLA.

Shared Use Equipment - SUPPS equipment that is typically shared for use by a multiple airlines at any given (or specified) time.

SUPPS - Shared Use Passenger Processing Systems.

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SUPPS Platform -(1) SUPPS Hardware including, but not limited to servers, workstations, kiosks, printers, network equipment, and peripherals; and (2) SUPPS Software, including, but not limited to server and workstation operation systems and databases.

AirIT support for the SUPPS Platform excludes the following equipment: SUPPS Hardware including but not limited to servers, workstations, kiosks, printers, network equipment, and peripherals, Airline owned hardware, software, networks, including WAN services (owned and leased).

SUPPS Service - The maintenance and support of SUPPS provided by the Aviation Department and SUPPS third party service software provider(s).

SUPPS Workstation - Consists of respective airline agent facing equipment used at ticket counter check-in positions, departure gates, and other locations. Includes the following components: SUPPS peripheral device hardware including but not limited to:

> PC - Personal Computer
> MSR – OCR Keyboard
> ATPMAP – Travel Document Printer (Boarding Pass & Bag Tag Printer)
> BGR – Boarding Gate Reader
> UPS –Uninterruptible Power Supply
> PRT - Printer
> BCR - Barcode reader/scanner
> OCR - Optical Character Reader
> RFID - RFID reader and/or encoders

System Changes - Modifications to existing LAN and/or SUPPS Platform. Implementation of a system change may or may not involve an outage.

Unplanned Changes - LAN and/or SUPPS Platform changes that need to be made immediately to resolve an Outage.

User - Any person, under the actual or apparent control of the Airline, accessing or utilizing the SUPPS Platform.

L. SCOPE OF AGREEMENT

The scope of this SLA includes the minimum levels of service that the Vendor will provide to Aviation Department as described in this SLA. The scope of this SLA will not conflict with the terms of any underlying written agreements between the Vendor and The City.

M. SERVICE LEVELS

i) Hours of Operation

Operational hours of the SUPPS will be 24 hours a day, 7 days a week, 365 days a year, excluding schedule maintenance events.

ii) Availability

SUPPS Software will operate at a mean average availability of 99.999% of operational hours, excluding schedule maintenance events. Planned outages are considered non-operational and would not count against availability percentage.

iii) System Response Times
Vendor will meet or exceed a target of 90% on a monthly basis, when *responding* to all incidents within targeted *response* times.

Priority	Description	Response Time – Business hours	Response Time – After hours
Urgent	Emergency...system(s) down. Large scale services are deemed inoperable. User's technical resources and/or business operations are down.	15 min. or less	15 min. or less
High	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.	15 min. or less	15 min. or less
Medium	System(s) are responding; however, there are technical issues which are affecting a user(s) in a negative manner. Example: Hardware or software technical issues; intermitted network outages	30 min. or less	30 min, or less
Low	Systems(s) are operational; however, users may require assistance with a technical question. Example: Need new software installed	30 min. or less	30 min. or less

iv) System Resolution Times
Vendor will meet or exceed a target of 90% on a monthly basis, when *resolving* all SUPPS incidents within targeted response times. Resolution time(s) is the time from when a call is logged to restore the service(s) impacted.

Priority	Description	Resolution Time – Business hours	Resolution Time – After hours
Urgent	Emergency...system(s) down. Large scale services are deemed inoperable. User's technical resources and/or business operations are down.	2 hours or less.	4 hours or less.
High	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.	2 hours or less.	4 hours or less.
Medium	System(s) are responding; however, there are technical issues which are affecting a user(s) in a negative manner. Example: Hardware or software technical issues; intermitted network outages	2 days or less	N/A
Low	Systems(s) are operational; however, users may require assistance with a technical question. Example: Need new software installed	3 days or less	N/A

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NOTE: Resolution time(s) may be dependent on the services of an external provider. Information Systems will ensure that the resolution by an external provider is not delayed, however cannot guarantee the timeliness of the external provider's response.

NOTE: It is expressly noted that the resolution times are only applicable to the SUPPS Software. They specifically exclude resolution times outside the SUPPS Platform, SUPPS Platform hardware and Aviation Department Local Area Network (LAN) and the Wide Area Network (WAN) and/or the Airline's host(s).

N. REPORTING FAULTS
    i)   <u>Reporting Issues</u>
        It is the Vendor's responsibility to report issue(s) to Aviation Information Systems. All issues reported will be assigned a priority and will be managed until a resolution is implemented. At times a temporary workaround may be implemented and documented until a permanent solution is identified.
    ii) <u>Support</u>
        Vendor support personnel will be equipped to access the system utilizing a secure remote access connection into the SUPPS Platform for troubleshooting. A SUPPS support team member will respond to issues according to the assigned severity level within the respective timeframe listed in the section Systems Response Times. If a solution is not immediately available, the support team member agrees to escalate the issue according to the assigned severity level while still adhering to the time constraints outlined in the section System Resolution Times.

O. INCIDENT MANAGEMENT AND REPORTING
    i)   Vendor will ensure that all SUPPS and CUSS incidents are captured and entered in their Incident Tracking application.
    ii) Vendor will ensure that the designated on-site support staff has full access, and is knowledgeable in the operations of the Vendor's chosen Incident Tracking application.
    iii) Vendor will submit incident reports to Aviation Information Systems manager as needed, and as requested by Aviation SUPPS Team.
            1) Aviation and Air-IT to determine the cycles and frequencies.
            2) Aviation and Air-IT to determine the format and data requirements.
            3) Air-IT has standard report for incident management reporting.
            4) Air-IT and ABIA will agree upon the format for the incident management reports.

P. PREVENTATIVE MAINTENANCE
    i)   The Vendor will ensure that preventative maintenance is performed to deliver SUPPS Software availability of 99.999% during Operational Hours.
    ii) The Vendor will ensure Preventative Maintenance is only performed on the SUPPS Software at non-peak hours, and in such a way that it will not affect the Service Levels or disrupt Airport operations.
    iii) The Vendor will proactively alert Aviation Information Systems to necessary preventative maintenance and routines for the SUPPS Software.

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Q. CHANGE MANAGEMENT
   i) The Vendor will ensure that a change management process is followed when performing software changes to the SUPPS Software production environment. This includes applying software upgrades and hot fixes.
   ii) The Vendor's team lead will ensure a detailed change control plan is followed on any hardware and software changes to the SUPPS production environment. This will include a pre and post plan set of events, including a roll back plan.
   iii) The Vendor will provide a minimum of 10 days' notice to Aviation Department prior to scheduled non-emergency changes to the SUPPS Platform.
   iv) The Vendor will test changes in the SUPPS test environment(s), including full QA testing, as required prior to deploying changes to the production SUPPS Software environment.
   v) The Vendor's team will work with Aviation Department post deployment of changes to the production SUPPS Software environments, to ensure all services are fully operational prior to closing the change request.

R. VENDOR'S RESPONSIBILITIES
   i) Carry out SUPPS Platform preventative maintenance to ensure a working environment that meets Service Levels defined herein.
   ii) Provide a means of escalation, which is acceptable to Aviation Information Systems where an outage exceeds or is likely to exceed the period in the Service Level defined.
   iii) Vendor will maintain valid third party software maintenance agreement(s) necessary to support any and all third party software components of CUSS environment.
   iv) Ensuring that planned changes, which require a system outage, are agreed upon by Aviation Information Systems and are performed on agreed dates/times to minimize impact on airport operations.
   v) Agree with the Aviation Department on a timetable of planned changes.

S. MANAGEMENT OF THIS SLA
   Following initial formal approval by the parties, in accordance with their respective required internal processes, this SLA will be reviewed in the event that the Aviation Department's business or operational requirements change.

T. ASSUMPTIONS
   Vendor and their agents will adhere to their respective responsibilities as defined in this SLA.

U. RESOLUTION OF CONFLICT
   Vendor and Aviation Department will endeavour to work amicably to resolve issues and/or conflicts. In the event that a system issue or other conflict exists—however caused—parties will meet together (either in person or via conference call) at their earliest opportunity in an attempt to resolve the matter. The purpose of this meeting would be to ensure that all parties clearly understand both the nature and substance of the issue at hand, as well as the related operational impact. This group will establish a timeline for anticipated issue resolution. Information related to the on-going resolution effort will be shared with all parties in a timely manner, including any items necessitating alteration to the established resolution timeline.

Should the matter not be resolved in accordance with the established timeline, and/or if the above-referenced parties do not agree as to a timeline for resolution, the method of resolution or the need for resolution, the matter will be escalated within each respective organization.

V. Other

This SLA is made under and will be governed by the laws of the State of Texas. Any and all disputes arising under this SLA, which cannot be administratively resolved, will be determined according to the laws of the State of Texas, without regard to conflicts of laws principles. Venue for any such dispute, either administrative or judicial, will be proper and lie exclusively in Travis County, Texas.

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On Site Manager Requirements

INTRODUCTION

The City of Austin, Aviation Department is requesting, in the provision of support, to add a dedicated full time on-site Shared Use System Site Manager at Austin Bergstrom International Airport (ABIA) in Austin, Texas.

The purpose of this document is to ensure clarity of resources for Air-IT Site Manager, Air-IT Remote Support, and ABIA Information Systems Division to permit smooth day to day operations of the Shared Use Passenger Processing environment. This includes all respective hardware and software.

DEFINITIONS

Availability

Availability is the readiness for use as set forth in this SLA, of the LAN and SUPPS Platform.

Change Management

The process by which changes are reviewed and approved for implementation to the SUPPS platform or other parts of the environment, such as the LAN.

Shared Use Equipment

SUPPS equipment that is typically shared for use by a multiple airlines at any given (or specified) time.

Dedicated Equipment

Non-SUPPS Equipment that is located in the airline or customer back-office.

SUPPS

Shared Use Passenger Processing Systems.

SUPPS Platform

The SUPPS Platform includes: (1) SUPPS Hardware including, but not limited to servers, workstations, kiosks, printers, network equipment, and peripherals; and (2) SUPPS Software, including, but not limited to server and workstation operation systems and databases. SUPPS Platform excludes the following equipment: Airline owned hardware, software, networks, including WAN services (owned and leased).

SUPPS Service

SUPPS Service is the maintenance and support of SUPPS provided by the Aviation Department and SUPPS third party service provider(s).

SUPPS Workstation

The SUPPS workstation consists of respective airline agent facing equipment used at ticket counter check-in positions, departure gates, and other locations. Includes the following components: SUPPS peripheral device hardware including but not limited to:

        PC - Personal Computer

        MSR – OCR Keyboard

        ATPMAP – Travel Document Printer (Boarding Pass & Bag Tag Printer)

        BGR – Boarding Gate Reader

        UPS –Uninterruptible Power Supply

        PRT - Printer

        BCR - Barcode reader/scanner

        OCR - Optical Character Reader

        RFID - RFID reader and/or encoders

CUSS

Common Use Self Service – Kiosks

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Customer

Customer shall include any user of the SUPPS platform and related services or their designated handling agent.

Fault

Any condition which prevents the availability or the functionality of the LAN and/or SUPPS Platform in respect to how a particular Airline operates.

Local Area Network (LAN)

The cable and switch gear placed around the operational location by the Aviation Department.

Operational Hours

The time that the SUPPS Platform will be functioning, to include the SUPPS Service and LAN. Operational hours exclude scheduled maintenance events.

Outage

The time period during which there is a lack of LAN and/or SUPPS Platform functionality or availability.

Planned Changes

Changes to the LAN and/or SUPPS Platform that are scheduled in advance.

Preferential Equipment

SUPPS equipment that is typically dedicated for use by a specific airline at any given (or specified) time.

Preventative Maintenance

The proactive cleaning, adjustment, and/or other servicing of component parts of the LAN and/or SUPPS Platform to maximize reliability and availability.

Platform

Comprises common hardware, software, and networking infrastructure required to run SUPPS Applications.

Platform Provider

The entity that is responsible for on-going provision and management of the Platform. The Platform Provider could be an airport, airline, or third party company.

Platform Supplier

The entity that provides any component of the Platform.

Service Provider

Any service provided by the Aviation Department or third party entity contracted by Aviation Department to provide services covered under this SLA.

System Changes

Modifications to existing LAN and/or SUPPS Platform. Implementation of a system change may or may not involve an outage.

Unplanned Changes

LAN and/or SUPPS Platform changes that need to be made immediately to resolve an Outage.

User

Any person, under the actual or apparent control of the Airline, accessing or utilizing the SUPPS Platform.

External Service Provider

Any non-Aviation's Information Systems team member.

The Aviation Department reserves the right to review and approve/disapprove any assigned on-site personnel. As part of the Support Services, Air-IT will dedicate the following resources to ABIA systems and equipment:

1) Site Manager
   a. Available on site from 8:30 AM – 5:30 PM Monday - Friday, with one hour lunch break, and available via cell phone outside of regular business days/hours for escalation. <u>Unless additional support hours are required to meet the needs of ABIA.</u>
      i. ABIA Regular Business Days and Hours:
         1. Monday – Sunday 4:00 am to 12:00 am
      ii. Outside Regular Business Days and Hours:
         1. Monday – Friday 4:00 am to 9:00 am & 5:30 pm to 12:00 am
   b. Observes Air-IT Holiday Schedule is covered within the cost of the Support Agreement
      i. Holiday schedule will be provided to ABIA IS Manager at the beginning of each calendar year.
   c. Observes two weeks of vacation is covered within the cost of the Support Agreement
      i. Vacation requests should be submitted to ABIA IS Manager 10 (ten) regular business days prior to the requested leave date.
         1. If Site Manager requests two consecutive weeks (10 (ten) regular business days) of vacation leave, Air-IT will provide an alternate on Site Manager for at least 5 of the regular business days.
         2. ABIA IS Manager may deny vacation requests based on ABIA business needs.
   d. Illness/injury requiring the Air-IT Site Manager to be absent is covered with the cost of the Support Agreement.
      i. Illness/injury must be reported to the ABIA IS Manager within 1 (one) hour before scheduled shift begin time.
         1. Illness/Injury greater than 5 (five) consecutive regular business days will require Air-IT to provide an alternate on-site Site Manager for the duration of the illness/injury.
   e. The Air-IT Site Manager shall meet all local and national security requirements and comply with all laws and regulations that are otherwise legally required to work at the airport.
      i. Shall meet the minimum Airport security requirements and be capable of obtaining and maintaining a current valid SIDA badge at ABIA.
   f. The Air-IT Site Manager will be required to sign a non-disclosure agreement and keep the details of ABIA confidential. Failure to sign or abide by the non-disclosure agreement will be grounds for contract cancellation. Air-IT Site Manager will be required to acknowledge the receipt of Austin-Bergstrom International Airport, Airport Security Program section 4-Personnel Identification and will control the document in accordance with 49 CFR 1541.7.
2) Remote Support Staff:
   a. Remote work and services shall be provided and performed primarily from the state of Florida, U.S.A.
   b. After hours remote work and services shall be provided and performed from various locations within the U.S.A.
   c. Remote access shall meet ABIA security requirements.
      i. Air-IT will provide notice to ABIA within 24 hour of a termination or resignation of support staff.
      ii. The Air-IT remote support staff will be required to sign a non-disclosure agreement and keep the details of ABIA confidential. Failure to sign or abide by the non-disclosure agreement will be grounds for contract cancellation. Air-IT will be required to acknowledge the receipt of Austin-Bergstrom International Airport,

   d. Remote coverage will be provided for Site Manager during illness or while on vacation. With exception to 2. C. i. 1 and 2. D. i. 1

ROLES AND RESPONSIBILITIES

The Air-IT Site Manager will be trained to provide Level-2 functional and operational support for all Air-IT systems installed at ABIA. The primary ABIA contact for the Air-IT Site Manager is the ABIA IS Division Manager, or designated representative. Air-IT Site Manager will be on site for specific issues such as daily break/fix issues, major problems, upgrades, and/or enhancements.

ABIA will provide the Air-IT Site Manager with a work area when on site. Air-IT personnel assigned to the contract shall be required to comply with all City of Austin, Aviation Information Systems security policies and procedures

Support Roles and Responsibilities for ABIA and Air-IT Site Manager are outlined in Attachment B.

INCIDENT HANDLING PROCESS

SUPPS users will report all system and equipment incidents to the ABIA Service Desk. ABIA Service Desk staff will create an incident tracking ticket, using ABIA's ticketing system, for all software and hardware incidents. Each ticket will contain all pertinent incident information, and will be assigned to the appropriate ABIA support staff and/or the Air-IT Site Manager for resolution.

Air-IT Site Manager will utilize the ABIA ticketing system to create incident tickets and track ABIA specific incidents and issues to completion.

Air-IT Site Manager will add level 2 ABIA tickets into the Novo ticket system which will be a duplicate in the ABIA ticket system to record issues including after hours.

SUPPS users are divided into two groups:
   1) ABIA Customers (airlines, tenants, passengers, etc.)i
   2) Aviation Employees

System Response Times

Air-IT will meet or exceed a SUPPS *incident response* time target of 90% on a monthly basis. Calls are **prioritized** based on

Priority	Description	Response Time Business hours	Response Time After hours
Urgent	Emergency…system(s) down. Large scale services are deemed inoperable. User's technical resources and/or business operations are down.	15 min or less	15 min or less
High	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.	15 min or less	15 min or less
Medium	System(s) are responding; however, there are technical issues which are affecting a user(s) in a	30 min or less	30 min or less

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	negative manner. Example: Hardware or software technical issues; intermitted network outages		
Low	Systems(s) are operational; however, users may require assistance with a technical question or a service request. Example: Need new software installed	30 min or less	30 min or less

NOTE: It is expressly noted that the response times are only applicable to the SUPPS Platform and the Aviation Department Local Area Network (LAN). They specifically exclude response times outside the SUPPS Platform and Aviation Department Local Area Network (LAN) such as the Wide Area Network (WAN) and/or the Airline's host(s).

Resolution Times

Air-IT will meet or exceed a SUPPS *incident resolution* time target of 90% on a monthly basis. Resolution time is the total time taken to complete an incident/problem starting from the time the incident is logged until the service is restore or the problem has been resolved.

Priority	Description	Resolution Time Business hours	Resolution Time After hours
Urgent	Emergency…system(s) down. Large scale services are deemed inoperable. User's technical resources and/or business operations are down.	2 hours or les	4 hours or less
High	System(s) are responding, but in a degraded state. The issue is causing significant impact to the business operations at a large scale. Example: servers, network services or other applications are working for a limited group. Not an enterprise outage.	2 hours or less	4 hours or less
Medium	System(s) are responding; however, there are technical issues which are affecting a user(s) in a negative manner. Example: Hardware or software technical issues; intermitted network outages	2 days or less	N/A
Low	Systems(s) are operational; however, users may require assistance with a technical question or a service request. Example: Need new software installed	3 days or less	N/A

NOTE: Resolution time(s) may be dependent on the services of an external provider. Information Systems will ensure that the resolution by an external provider is not delayed, however cannot guarantee the timeliness of the external provider's response.

NOTE: It is expressly noted that the resolution times are only applicable to the SUPPS Platform and the Aviation Department Local Area Network (LAN). They specifically exclude resolution times outside the SUPPS Platform and Aviation Department Local Area Network (LAN) such as the Wide Area Network (WAN) and/or the Airline's host(s).

Incident Escalation

If ABIA staff and Air-IT Site Manager cannot resolve an incident within the time frame(s) outlined in the defined resolution time matrix, the incident will be escalated to Air-IT Second/Third Level Remote Support.

1. Air-IT remote support will respond to the issue within the defined response times listed above.
2. Air-IT remote support will attempt to resolve the issue within the defined resolution times listed above.
3. If Air-IT remote support cannot resolve the issue within the defined time frame, an expected time/ date for resolution will be provided to the Air-IT Site Manager and ABIA Service Desk.

Air-IT will establish escalation procedures that will be engaged to support and assist in providing timely resolution as required. If ABIA is dissatisfied with the level of service at any time during the troubleshooting process, they may ask for a management escalation as outlined below.

Air-IT Management Escalation Contact List:

Name	Title	Contact Email & Phone Numbers
Steven Hegyvari	AUS Site Manager	shegyvari@airit.com 510-999-1580
Sharon Abate	Director, Support	sabate@airit.com 972-251-3088
Chris Keller	President & COO	ckeller@airit.com 630-240-2776
Betros Wakim	CEO	bwakim@airit.com 407-288-2289

CHANGE MANAGEMENT PROCESS

ABIA and Air-IT recognize that changes to the Shared Use environment are inevitable. Therefore, a change management process has been put into place to manage such changes in a structured and uniform manner.

Changes to the ABIA SUPPS environment will be coordinated through the Air-IT Site Manager. Changes to the production environment will occur during off SUPPS production hours, with the exception of Emergency Changes. All changes require a System Change Request (SCR) form and approval from Air-IT, ABIA technical team, and the ABIA Resource Manager.

The Aviation Department is obligated by its Airline Service Level Agreement to make every effort to provide a minimum of 5 days' notice to all respective SUPPS participating Airlines prior to a change to the SUPPS production environment.

The Aviation Department's Resource Manager will coordinate and get approvals from all respective SUPPS participating Airlines prior to a change to the SUPPS environment. No changes to the SUPPS production environment can be made without notification and approval of Information Systems Division Manager or designated representative.

The information below must be communicated in writing to the ABIA IS Division for all production environment changes no less than 15 regular business days prior to the change being made. The only exception is for emergency changes, where the change information can be communicated verbally and be submitted in writing after the change has been implemented. The amount of detail required will be determined by the complexity of the change. Routine changes require this information to be provided in

advance of the change. Urgent or Emergency changes will not be delayed by the requirement to provide this information; however, this information will be required in a reasonable time frame.

The Air-IT System Change Request (SCR) form act as the official change request submission document. The review and approval of an SCR requires that both Air-IT and ABIA understand the exact change, its purpose and its possible risks. All System Change Requests shall include (at a minimum) the following information:

Description
A brief narrative of what the change is intended to accomplish. Should be phrased in business terms, not technical terms.

Scope
- **Small** – change affects one module and few settings (all are listed)
- **Medium** – change affects either one module and many settings, OR many modules and few settings (all are listed)
- **Large** – change affects many modules and settings (all are listed)

Source
The name of the organization(s) instigating the change

Urgency
- **Routine** – part of normal, day to day, system maintenance. Will be postponed if Urgent or Emergency Changes exist
- **Urgent** – required to resolve a problem causing equipment or systems to not perform normally, or address a vulnerability. Will only be postponed if Emergency Changes exist
- **Emergency** – required to resolve a significant problem or system outage as determined by ABIA. Cannot be postponed without risk of complete system failure or sever operational disruption.

Testing
A brief narrative of the testing performed to ensure the change accomplishes what it is intended to and that the testing is comprehensive enough that it does not cause any unforeseen impacts

Training
Any training required by the users of the impacted systems or modules

Implementation
The steps required to implement the change

Back Out Procedures
The steps required to remove the change if required, and restore the systems to their previous state

All changes to the SUPPS production environment will be processed according to the following event outline:

13. The Air-IT Site Manager will create and submit an SCR in SharePoint following the Air-IT internal process
14. The Air-IT Site Manager presents the SCR to the ABIA technical team after the SharePoint approval process

15. ABIA technical team and Air-IT Site Manger review the SCR
16. The Air-IT Site Manger requests (from Air-IT) updates to the SCR as required from the review.
17. The SCR is validated by the ABIA technical team and Air-IT Site Manger.
18. The AIR-IT Site Manager will schedule a conference call between the ABIA technical team and the AirIT engineer who will be implementing the SCR changes.
19. The SCR is either updated or revalidated (if needed) or a date and time is proposed for the change to be implemented.
20. ABIA will approve the SCR via email to Air-IT or through the Air-IT SharePoint customer process
21. The Resource manager informs all SUPPS users of the proposed change and date and time of the work.
22. The Resource manager provides final approval of the date and time
23. The Air-IT Site Manger confirms the scheduled date and time with Air-IT remote support.
24. ABIA Service Desk sends a message to all respective parties informing them or the scheduled system downtime.

ROLES AND RESPONSIBILITIES WITH THE AUS AIRPORT AND THE AIR-IT SITE MANAGER

The matrix document below is for the purposes of providing a description of tasks for AIRPORT and on-site Air-IT Site Manager and is not intended for the purposes of defining software warranty coverage.

Other duties can be assigned.

Task	Level 1 ABIA SD	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Air-IT Site Mgr.
EASE					
1st & 2nd level Break/fix support for PCs , Wyse clients, Printers, monitors, passport reader, BGR, etc. including all client equipment used for the passenger processing shared-use systems.	X	X	X		X
Download firmware/drivers to equipment – printers, BGR, passport readers, etc.	X	X	X		
Install Airline Images	X	X	X		
Backup Airline Images	X	X	X		
Airlines DCS Upgrade	X	X	X		X
New Airline DCS Install	X		X		X
Solve printing issue beyond jams (e.g. flight destination not printing on the bag tags)	X				X
Deploy printing fixes on airport equipment	X				X
Paper stock management (inventory, delivery & reload)	X				
Security management for Air-IT client environment: Active Directory configuration, OS patching, anti-virus, etc.	X	X	X		X
Preventative Maintenance on all devices (cleaning, reboots, etc.)	X	X	X		
Deploy/move equipment to gates and ticket counters as required	X				X
Diagnose/Troubleshoot PECTAB errors	X				X

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Task	Level 1 ABIA SD	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Air-IT Site Mgr.
Inventory management of production equipment including Warranty & Repair support with vendors	X	X	X		
Replacement of end of life hardware as required	X	X	X		
Test and install new application releases/fixes on Ease PCs	X	X	X		X
Configure EASE server to support new/changes to resources including updating IP addresses, VLAN information, configure group access, etc. at gates and ticket counters	X	X	X		X
Correct server related issues in response to failures (e.g. Restart the EASE SNMP service on the EASE server)			X		X
Manage access on EASE clients setting up AD group policy, user accounts, etc.	X	X	X		
EASE Training to airlines	X	X	X		X
EASE Major upgrade	X	X	X		X
EASE minor release upgrade/bug fixes	X	X	X		X
Monitoring EASE Resources	X	X	X		X
CUSS					
1st level break/fix - applications	X				X
2nd level break/fix - hardware	X				X
Airline image support/management including airline coordination for new Airlines, errors, updating, etc.	X				X
Manage the CUSS management server/interface to kiosks including monitoring, management and usage reporting	X				X
Maintain relationship with IER in the management of the IER CUSS kiosks	X				X
Paper stock management (inventory, delivery & reload of printers)	X				
Backup Airline images	X	X	X		
inventory management, replacement and spare parts inventory	X				

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Task	Level 1 ABIA SD	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Air-IT Site Mgr.
Kiosk maintenance (cleaning, etc.)	X				
Cuss Hardware Repairs/Inventory	X				
Kiosk Equipment Relocations	X				X
Escalation of Airline Issues with CUSS	X				X
Add new airline	X				X
AODB					
Make necessary updates to AODB to resolve configuration/flight information data that is displaying incorrectly. (flight times, incorrect gates, gate changes etc.).		X	X		X
Set missing On block time set and departure times as requested		X		X	X
Build seasonal schedule, turns, build gate departure daily				X	X
Complete daily system checks in AODB verifying counter allocations, last generated operational day, etc.				X	X
AODB Maintenance (new code releases, etc.)		X		X	X
AODB UAT Testing of new releases		X		X	X
AODB Training		X		X	X
Managing AODB Users & AODB workstations installs	X	X		X	X
Install AODB Upgrades		X			X
Test AODB Changes		X		X	X
Add/Change/Remove Business Rules		X		X	X
Enable AODB Archiving		X			X
Archiving Script – changing unlinked flights from COM-COM to BIL-BIL		X			X
Script to close gates in AODB		X			X
AODB Resource Monitoring		X		X	X
FIDS					
1st & 2nd level Break/fix support for clients, monitors, etc. including all client	X	X			X2nd tier

Task	Level 1 ABIA SD	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Air-IT Site Mgr.
equipment used for the passenger way finding systems.					
Preventative Maintenance on all devices	X	X			
Support of FIDS application configuration & templates including screen layout editor, applying new images/slide shows, updating airline images, etc.	X	X			X
Install new application releases/fixes on FIDS clients (via FIDS application management console). Install necessary viewers	X	X			X
Update gate and ticket counter with airline images (pictures)	X	X		X	X
Support issues related to Visual paging messages not displaying to FIDS screens	X	X			X
Post AIRPORT messages/pictures on the VIDS (usually requested by marketing)	X	X			X
Troubleshooting FIDS issues caused by AODB entries input incorrectly by airport	X	X		X	X
Web FIDS display	X	X			X
FIDS Resources Monitoring	X	X			X
FIDS Server Upgrades		X	X		X
FIDS Client Upgrades	X	X	X		X
ESB					
ESB Resource Monitoring		X			X
Restart Interface processes		X			X
Troubleshoot interfaces (read logs, etc.)		X			X
Change Business Rules		X			X
ESB Updates/upgrades/enhancement		X			X
Interfaces					
Airline Interfaces		X	X		X
Hardware					
Vidtronix Printers	X				X
DELL W/S	X				
IER Hardware	X				X

Task	Level 1 ABIA SD	Level 2 ABIA BAS	Level 2 ABIA ESS	Level 1.5 ABIA OPS	Level 2/3 Air-IT Site Mgr.
IER SW	X				X
LDCS					
Train Agents	X			X	X
Import flight manifest	X			X	X
Code Upgrades (server and client)	X	X	X		X
Resource Monitoring	X	X			X
Testing	X	X		X	X
Reporting					
Jasper		X			X
Novo					X
Heat	X	X	X		
IER monitoring					X (via Orlando Office)
VMware					
Monitoring / Alerts			X		
Image management		X	X		X
Storage management		X	X		X

Airport Security Requirements

PART 1 – GENERAL

SUMMARY
A.   Access to any security or emergency documents must be approved by the Security Manager. Due to the ever changing environment of Airport security, requirements may change at any time. SENSITIVE SECURITY INFORMATION must be protected at all times.

WARNING: This document contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this document may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the TSA or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For US government agencies public disclosure is governed by 5 U.S.C. 552 and CFR part 15 and 1520.

1.3   RESTRICTED AREAS ACCESS POLICIES
Escorted Access: For this project Individuals will submit to a fingerprint-based ten-year criminal history records check (CHRC) and Security Threat Assessment (STA). If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office will allow access, as approved by the Security Manager, to security areas and security documents. The Department of Aviation will provide escort services as part of this project as needed. Requests for access must be submitted in writing in advanced to the Security Manager so work can be scheduled accordingly.

Telecommunication / Electrical / Maintenance Room Access: The DOA Information Systems Division will approve access into DOA telecommunication rooms. The DOA Building Maintenance Division will approve access into electrical and/or maintenance rooms. A DOA employee will accompany and escort individuals needing access to these areas. Requests for escorts must be made at least three (3) working days in advance of the event through the Project Manager and/or at the Work Coordination Meetings.

The following procedures will be followed for approved parking:
The Vendor will contact Airport Communications (530-2242) to advise they are arriving at the terminal, or have arrived at their approved parking location. An Airport Security Supervisor or designee will be dispatched to meet at the designated parking location.
The security representative will inspect the vehicle and apply a distinctive sticker to the vehicle window to indicate that the vehicle has been inspected and authorized to be parked at that location.

Under no circumstances will the Vendor's vehicle operator leave the vehicle prior to security inspection.

1.4   SECURITY CLEARANCE PROCEDURES

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Vendor should allow 7-10 days for completion of security screening processing. Please contact Security and ID at 530-6360 for business hours.

The following procedures will be followed to obtain security clearance:
Contract applicant will complete, sign the Personal Information Form, and present two forms of identification.

Contract applicant will read and sign the Criminal History Records Check/Disqualifying Criminal Offenses statement/form.

Vendor will submit to an FBI fingerprint-based criminal history records check and a TSA Security Threat Assessment (STA).

Non-U.S. citizen proposers will provide governmental proof of work authorization and an Aviation Department Documentation Verification Form reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building.

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

(B) (1) Not to engage in any discriminatory employment practice defined in this chapter.

(2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.

(3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.

(4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.

(5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.

(6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.

(7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of $2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:
Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _3RD_ day of _FEBRUARY_, _2016_

CONTRACTOR _AIR-TRANSPORT IT SERVICES, INC._
Authorized
Signature _CHRISTOPHER B. KELLER_

Title _PRESIDENT & COO_

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of $25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of $25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: _AIR-TRANSPORT IT SERVICES, INC._

Signature of Officer or Authorized Representative: _____   Date: _2/3/16_

Printed Name: _CHRISTOPHER B. KELLER_

Title: _PRESIDENT & COO_

City of Austin FSD Purchasing Office
Certificate of Exemption

DATE: 12/07/2015   DEPT: Aviation

TO: Purchasing Officer or Designee   FROM: Phillip Bays

BUYER: PHONE: (512) 530-2638

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of $50,000 or more, unless the expenditure falls within an exemption listed in Section 252.022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

1. The undersigned is authorized to submit this certification.
2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)

○ a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality

○ a procurement necessary to preserve or protect the public health or safety of municipality's residents

○ a procurement necessary because of unforeseen damage to public machinery, equipment, or other property

○ a procurement for personal, professional, or planning services

○ a procurement for work that is performed and paid for by the day as the work progresses

○ a purchase of land or right-of- way

◉ a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits

○ a purchase of rare books, papers, and other library materials for a public library

○ paving, drainage, street widening and other public improvements, or related matters, if at least one- third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements

○ a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project In accordance with the plans and purposes as authorized by the voters

○ a payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212

○ personal property sold: at an auction by a state licensed auctioneer; at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391

○ services performed by blind or severely disabled persons

○ goods purchased by a municipality for subsequent retail sale by the municipality

○ electricity

○ advertising, other than legal notices

○ Critical Business Need (Austin Energy Only)

3. The following facts as detailed below support an exemption according to Section 252.022 of the Local Government Code for this purchase. Please verify the steps taken to confirm these facts. If you are citing the following exemptions, please provide the additional information requested below. A more detailed explanation of these exemptions is attached.

- **Preserve and Protect the Public Health and Safety** – Describe how this purchase will preserve and protect the public safety of residents.

- **Sole Source** – Describe what patents, copyrights, secret processes, or natural monopolies exist. Attach a letter from vendor supporting the sole source. The letter must be on company letterhead and be signed by an authorized person in company management.

- **Personal Services** – Describe those services to be performed personally by the individual contracted to perform them.

- **Professional Services** – Describe what mainly mental or intellectual rather than physical or manual and/or disciplines requiring special knowledge or attainment and a high order of learning, skill, and intelligence are required to perform this service.

- **Planning Services** – Describe the services primarily intended to guide governmental policy to ensure the orderly and coordinated development of the state or of municipal, county, metropolitan, or regional land areas.

- **Critical Business Need** – Describe the procurement necessary to protect the competitive interests or position of Austin Energy.

The Austin-Bergstrom Airport implemented a software platform from Air-Transport IT Services, Inc. (Air-IT) in 2013. This software platform is critical to airport operations and is for the Airport's city-owned shared use gates and ticket counters. This platform allows any airline to use any position anytime for passenger processing. Air-IT licenses its proprietary software products to all airport clients in North America under the same terms and conditions. Air-IT retains proprietary and intellectual property rights to the licensed software and as such, Air-IT is the sole authorized provider of software warranty maintenance and support.

4. Please attach any documentation that supports this exemption.

5. Please provide any evaluation conducted to support the recommendation. Include the efforts taken to ensure the selected vendor is responsible and will provide the best value to the City (Ex: evaluation of other firms, knowledge of market, etc).

The Austin-Bergstrom International Airport (ABIA) Shared Use Passenger Processing System (SUPPs) was furnished and installed after a competitive selection process among the four vendors in the U.S. that provide this very-specialized aviation system.

6. Because the above facts and documentation support the requested exemption, the City of Austin intends to contract with Air-Transport IT Services, Inc. (Air-IT)
which will cost approximately $ 1,984,989.00 (Provide estimate and/or breakdown of cost).

See pricing breakdown sheet attached.

Recommended
Certification   Originator   12/7/2015
                                                                                       Date

Approved
Certification   Department Director or designee   12/10/15
                                                                                       Date

                                       Assistant City Manager / General Manager   12:16:15
                                       or designee (if applicable)   Date

Purchasing Review
(if applicable)   Buyer   1/29/16
                                                                                       Date   Manager Initials

Exemption Authorized
(if applicable)   Purchasing Officer or designee   5/2/16
                                                                                       Date

02/26/2013

J. PRICING

Provide completed price information as indicated in the table below:

Section A – Software Warranty & Maintenance					
Item No.	Item Description	Estimated Annual Quantity	Unit	Unit Price	Extended Price
1	AIOS Software Maintenance (AODB, ESB, RMS, FIDS, EASE)	3	Each	$ 85,000.78	$ 255,002.00
2	AirIT 24/7 Help Desk	3	Each	$ 102,802.73	$ 311,409.00
3	IER CUSS Airline Software	3	Each	$ 35,020.00	$ 105,060.00
4	IER CUSS Software	3	Each	$ 3,583.58	$ 10,751.00
	SUBTOTAL		Items 1-4		$ 682,222.00
5	OPTIONAL – Renewal Year 4 (includes lines 1,2,3,4)	1	Each	$ 241,187.00	$ 241,187.00
6	OPTIONAL – Renewal Year 5 (includes lines 1,2,3,4)	1	Each	$ 248,422.00	$ 248,422.00
Sum of Items 1, 2, 3, & 4					$ 682,223.00
Sum of Item No. 5, & 6					$ 489,609.00
Sum of Item No. 1, 2, 3, 4, 5, & 6 = Section A Total					$ 1,171,832.00
Section B – Professional Services					
Item No.	Item Description		Unit Per/HR	Unit Price	Extended Price
1	Program Manager (does not include annual escalation)		1	$ 175.00	$
2	Project Manager (does not include annual escalation)		1	$ 175.00	$
3	System Engineering (does not include annual escalation)		1	$125.00	$
4	Not to exceed $75,000 per annum		Annual	$75,000.00	$ 375,000.00
	SUBTOTAL		Items 1-4		$ 375,000.00
5	Air-IT Site Manager (3 years)			$ 85,029.66	$ 255,089.00
	SUBTOTAL		Items 5		$ 255,089.00
6	OPTIONAL – Air-IT Site Manager Year 4				$ 90,181.00
7	OPTIONAL – Air-IT Site Manager Year 5				$ 92,887.00
Sum of Item No. 1, 2, 3, 4, 5, & 6 = Section A Total					$1,171,831.00
Sum of Item No., 4, 5, 6, & 7 = Section B Total					$ 813,157.00
Sum of Section A & B = Total Contract Amount					$1,984,989.00

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

Friday, December 04, 2015

Diana Heath
Manager, I.T. Project
Austin-Bergstrom International Airport
City of Austin, Dept. of Aviation
Information Systems
Austin, Texas

Diana:

This letter was prepared at your request in connection with the renewal of the Air-IT Software Warranty and Maintenance, Support and Professional Services Agreement between AirIT and Austin-Bergstrom International Airport. The Software Warranty and Maintenance, Support and Professional Services Agreement covers the Austin-Bergstrom International Airport SUPPS platform starting January 1, 2016 through December 31, 2018.

Licensing and Support

Air-IT licenses its proprietary software products to all airport clients in North America under the same terms and conditions. Air-IT retains proprietary and intellectual property rights to the licensed software and as such, Air-IT is the sole authorized provider of software warranty maintenance and support.

I appreciate the opportunity to continue to be of service to Austin-Bergstrom International Airport.

If you need further assistance, please call me at 407-370-4664

Best regards,
Air-Transport IT Services, Inc.

Chris Keller
President and COO

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Air Transport IT Services, Inc. Orlando, FL United States	**Certificate Number:** 2016-1295 **Date Filed:** 01/06/2016
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Ethics Commission, Texas	**Date Acknowledged:**

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

6100005548

software, hardware, IT implementation services for the Aviation industry
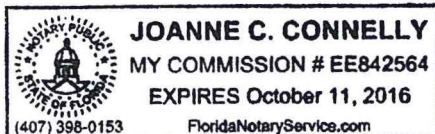
4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.   [X]

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

JOANNE C. CONNELLY
MY COMMISSION # EE842564
EXPIRES October 11, 2016
(407) 398-0153   FloridaNotaryService.com

CHRISTOPHER B. KELLER
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said *Christopher B. Keller* this the ___6th___ day of ___Jan___,
20 _16_ , to certify which, witness my hand and seal of office.

Joanne C Connelly
Signature of officer administering oath

Joanne C. Connelly
Printed name of officer administering oath

Office Manager
Title of officer administering oath