



Amendment No. 1
of
MA 5600 NA180000056
for
Public WiFi Network Solution in Park Areas
between
Viasat, Inc. ("Contractor")
and the
City of Austin

1.0 The City hereby amends this Contract by adding funding for Viasat Satellite ISP Services for the 4 parks identified below:

1.1 Parks: 1) Barton Springs, 2) Vic Mathias Shores (Auditorium Shores), 3) Krieg Field, 4) Zilker Park

1.2 \$625 per month per park (\$2500 per month for all 4 parks, \$30,000 per year for all 4 parks) for Viasat Satellite ISP Services.

2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Original Term: 10/08/2018 – 10/07/2023	\$0.00	\$0.00
Amendment No. 1: Administrative Increase for Viasat Satellite ISP Services \$30,000 per year for 4 years (10/08/2019 – 10/07/2023)	\$120,000	\$120,000

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

Signature:




Digitally signed by Steven L.
Sherman
DN: cn=Steven L. Sherman,
o=Contracts Manager, ou=Viasat,
Inc.,
email=steven.sherman@viasat.co
m, c=US
Date: 2019.10.31 13:13:51 -07'00'

Date: _____

Printed Name: Steven L. Sherman
Authorized Representative

Viasat, Inc.
111 Sandra Muraida Way, Suite 100
Austin, TX 78703

Signature:



Date: 10/31/2019

Elisa Folco
Procurement Specialist IV

City of Austin
Purchasing Office
124 W. 8th Street, Suite 310
Austin, TX 78701

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
VIASAT, INC. ("Contractor")
FOR
PUBLIC WIFI NETWORK SOLUTION IN PARK AREAS**

CONTRACT NUMBER: MA 5600 NA180000056

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Viasat, Inc. having offices at 111 Sandra Muraida Way, Suite 100, Austin, TX 78703 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 5600 ELF0303.

1.1 This Contract is composed of the following documents:

1.1.1 This Contract

1.1.2 The City's Solicitation, Request for Proposal, RFP 5600 ELF0303 including all documents incorporated by reference

1.1.3 Viasat, Inc. Offer, dated February 06, 2018, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract shall become effective on the date executed by the City ("Effective Date"), and shall remain in effect for an initial term of 60 months. The Contract may be extended beyond the initial term for up to 1 additional 60 month period at the City's sole option.

1.3.1.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.1.2 Upon expiration of the initial term or any 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 for the City to re-solicit and/or complete the deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.4 Compensation. There is no compensation under this contract.

1.5 Quantity of Work. There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 Section 0300: Standard Terms and Conditions, Item 36 (ii). No Warranty by City Against Infringements.

1.6.1.1 Item 36 (ii) removed

1.6.2 Section 0300: Standard Terms and Conditions, Item 36 (i). No Warranty by City Against Infringements.

1.6.2.1 Item 36 (i) modified as follows:

Any third-party claim that the City's exercise anywhere in the United States of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables in accordance with the Agreement (to the extent that the Deliverables are proprietary to Contractor) infringe the intellectual property rights of any third party; provided that, contractor shall pass through all indemnities received by Contractor, if any, on Deliverables manufactured by third parties;

Notwithstanding the foregoing, Contractor shall have no indemnity obligations under Section 36(i) to the extent that the claim arises from or in connection with the use of any the Deliverables in combination with products or services provided by anyone other than Contractor. If Contractor believes that any of the Deliverables infringe a third-party's intellectual property rights, Contractor may replace such Deliverables with substitute items having the same or greater functionality than the replaced Deliverable(s). The provisions of this Section 36 set forth Contractors entire liability for third-party claims infringement.

1.6.3 Section 0500: Scope of Work, Item 3.3 (h). Vendor's Responsibilities.

1.6.3.1 Item 3.3 (h) modified as follows:

Vendor agrees to respond to all troubles reported on the network by end-users (park visitors or City employees) as soon as practical, including but not limited to any issues arising from failure of network hardware, or the satellite ISP services, or with any end-users devices connecting to the network. Target response time for acknowledgment of trouble to end-user shall be within two (2) hours of receipt, if during business hours (8am-5pm Monday through Friday), and by 10am Central on the next business day if reported either after business hours or over the weekend. Target resolution of critical problems (Severity Level 1 as defined below) shall be within twenty-four (24) hours after Vendor initial response to City. Target resolution for non-critical problems (Severity Level 2 or 3 as defined below) shall be within two (2) business days after Vendor initial response to City. Severity Levels are defined as follows:

- **Severity Level 1: (Critical/High Severity)** shall mean: The WiFi service (Service) is inoperable, such that Service is so severely degraded that all or majority of users are unable to make use of Service at a specific location.
- **Severity Level 2: (Medium Severity)** shall mean: Service is operational; however some functions or processes are not working consistently and therefore negatively impacting some users.
- **Severity Level 3: (Low Severity)** shall mean: Service is operational, however "minor" functions or processes are having problems but do not seriously affect the overall operation of the Hosted Service."

1.6.4 Section 0500: Scope of Work, Item 2.1. Description of Current State.

1.6.4.1 Item 2.1 modified as follows:

WiFi connectivity within City parks is currently restricted to a small area at the eastern tip of the Zilker Park Great Lawn and spotty coverage around the Bath House at Barton Springs Pool. The eastern end of Auditorium Shores had WiFi coverage until 2015 when a major overhaul of the park brought the system down. PARD also has WiFi in many of its recreation and senior centers as well as in several museums and other facilities.

The Parks and Recreation Department has a goal to provide free internet access to the public in the park system. However, with limited budgets, this goal is a challenge. Through research, staff has found other communities throughout the United States that have been successful in finding partners who are interested in providing free public WiFi at limited locations within their communities.

Park professionals have found that park patrons enjoy the use of the internet to enjoy games, social media, sharing their experiences in the park with others and/or interacting with nature with the use of the internet. The department can also provide links to programs, ticket information and advise the public of certain issues associated with the park. For example, provide reminders of certain park rules.

Vendor should retain ownership of the WiFi network equipment if the Contract is terminated by Vendor as a result of the breach or default by the City.

1.6.5 Section 0400: Supplemental Purchase Provisions, Item 12 (A). Non-Solicitation.

1.6.5.1 Item 12 (A) modified as follows:

During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor shall not directly or indirectly hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department who becomes known to Contractor as a direct result of Contractor's performance under the Contract. Contractor shall not be in breach of this Section [12] if Contractor hires such an employee of the City as a result of a published job listing (e.g. in a newspaper or online) that does not specifically target such employee.

1.6.6 Section 0400: Supplemental Purchase Provisions, Item 16. Ownership and Use of Deliverables.

1.6.6.1 Item 16 modified as follows:

The subject system is comprised of third-party manufactured equipment and Vendor's proprietary software platform. Accordingly, Vendor cannot grant all rights of ownership, etc. in and to the Deliverables to the City. The equipment (hardware) will be owned by the City upon expiration or termination of the Agreement (other than termination by Vendor for breach by the City, as described above) and Vendor will grant the City a non-exclusive, royalty-free license to use Vendor's software platform for the term for the purposes set forth in the Contract. Vendor retains all ownership rights in and to its proprietary software platform and other intellectual property. To the extent that the City provides Vendor with its intellectual property (e.g., logos, etc. for the patron logon page), the City shall retain all ownership in and to such intellectual property and grant Vendor a similar license to use such intellectual property for the purposes set forth in the Contract.

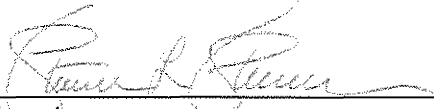
This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings,

whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

VIASAT, INC.

Steven L Sherman
Printed Name of Authorized Person


Signature

Contracts Manager
Title:

2018/10/05
Date:

CITY OF AUSTIN

Elisa Folco
Printed Name of Authorized Person


Signature

Procurement Specialist IV
Title:

10/08/2018
Date:



**ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS**

RFP: RFP 5600 ELF0303

Addendum No: 1

Date of Addendum: 01/09/2018

This addendum is incorporating the following changes to the above-referenced RFP.

1. Scope of Work, Section 0500 has been deleted in its entirety and replaced with **Scope of Work, Section 0500.R (01/09/18), attached.**
2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Elisa Folco, Corporate Contract Administrator
Purchasing Office

Date:
01/09/2018

ACKNOWLEDGED BY:

ViaSat, Inc.
Vendor Name

[Signature]
Authorized Signature

2/9/18
Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.



**ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS**

RFP: RFP 5600 ELF0303

Addendum No: 2

Date of Addendum: 01/18/2018

This addendum is incorporating the following questions and answers to the above-referenced RFP:

1. Vendor Question:

Just clarifying a particular point in the RFP. Below, I have a screenshot. When the areas need to be monitored 24/7, do you mean by video surveillance? Or, what exactly is being asked for?

3.1 WiFi in the Parks – General Requirements

Operations - Vendor shall:

- Design WiFi networks to serve the public in designated open parkland areas
- Install WiFi access points unobtrusively into designated park areas
- Connect the system access points to a specified internet service provider (ISP).
ISP will be provided by City.
- Upon establishing a connection, provide a landing page that features information about Austin's city parks as well as specified other topics (such as City events, listings of recreation centers, museums, etc.) and organizations (such as Parks Foundation, Trails Foundation, etc.).
- Monitor all WiFi access points 365 days a year, 24 hours per day

City Response:

The city is asking for remote monitoring of the access points to detect failures as soon as they happen. This does not include video surveillance.

2. Vendor Question:

Are you looking for a turnkey solution where you will be procuring the wireless material up front?

City Response:

The City is looking for a turn-key solution, but the City will not be procuring anything. It is up to the vendor to provide everything.

3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Elisa Folco, Procurement Specialist IV
Purchasing Office

Date:
01/18/2018

ACKNOWLEDGED BY:

ViaSat, Inc.
Vendor Name

[Signature]
Authorized Signature

2/9/18
Date



**ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS**

RFP: RFP 5600 ELF0303

Addendum No: 3

Date of Addendum: 02/01/2018

This addendum is incorporating the following questions and answers to the above-referenced RFP:

1. Vendor Question:

On Addendum 1, section 5.3 Technical Requirements, it states, *Vendor should align with hardware standards and manufacturers deployed at existing City outdoor WiFi installations.* Which manufacturers are currently deployed at existing City outdoor WiFi installations?

City Response:

Cisco Meraki is our preferred manufacturer for WiFi access points. While we do not specify a model, it does need to provide remote access for troubleshooting, resets, firmware updates, etc.

2. Vendor Question:

Are there any existing advertising contracts that would prohibit any new advertising, signage, or placement, as part of this project?

City Response:

No.

3. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Elisa Folco, Procurement Specialist IV
Purchasing Office

Date:
02/01/2018

ACKNOWLEDGED BY:

ViaSat Inc.
Vendor Name

[Signature]
Authorized Signature

2/9/18
Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.



**ADDENDUM
REQUEST FOR PROPOSAL
CITY OF AUSTIN, TEXAS**

RFP: RFP 5600 ELF0303

Addendum No: 4

Date of Addendum: 02/06/2018

This addendum is incorporating the following changes to the above referenced RFP solicitation:

1. The City hereby has extended the solicitation bid due date to 02/13/18 at 2:00 pm, local time.

Bid Due Prior To: 02/13/18 at 2:00 pm, local time
Bid Opening Time and Date: 02/13/18 at 3:00 pm, local time

2. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

APPROVED BY:

Elisa Folco, Procurement Specialist IV
Purchasing Office

Date:
02/06/2018

ACKNOWLEDGED BY:

ViaSat, Inc.
Vendor Name

[Signature]
Authorized Signature

2/9/18
Date

RETURN A COPY OF THIS ADDENDUM to the City of Austin Purchasing Office with your proposal. Failure to do so may constitute grounds for rejection of your offer.

TAB 1 – City of Austin Documents

1.0 Signed Offer Sheet

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Viasat, Inc.

Company Address: 111 Sandra Muraida Way Suite 100

City: Austin

State: Texas

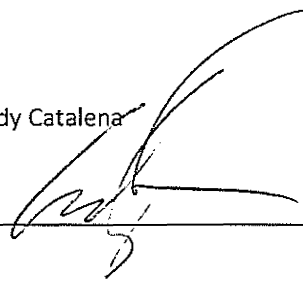
Zip: 78703

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Cody Catalena

Title: General Manager, Global Business Solutions

Signature of Officer or Authorized Representative: _____



Date: February 6, 2018

Email Address: Cody.Catalena@viasat.com

Phone Number: 979-361-1701

Company Name: American Park Network

Company Address: 41 E. 11th Street, 11th

City: New York

State: New York

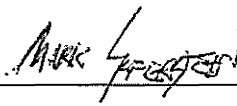
Zip: 10003

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Mark Saferstein

Title: Publisher & Editor-in-Chief

Signature of Officer or Authorized Representative: _____



Date: February 6, 2018

Email Address: mark@americanparknetwork.com

Phone Number: 212-581-3380

1.3 Section 0800 Non-Discrimination and Non-Retaliation Certification

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

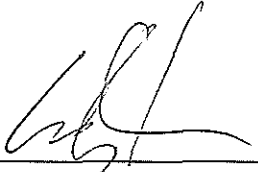
Term:

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

Dated this 6th day of February, 2018.

CONTRACTOR: VIASAT, INC.

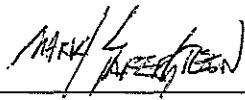
Authorized Signature:
(Viasat, Inc.)


Cody Catalena

Title:

General Manager, Global Business Solutions

Authorized Signature:
(American Park Network)


Mark Saferstein

Title:

Publisher & Editor-in-Chief

Wi-Fi in Austin Parks

RFP 5600 ELF0303



TAB 1 – City of Austin Documents

1.0 Signed Offer Sheet

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: **Viasat, Inc.**

Company Address: 111 Sandra Muraída Way Suite 100

City: Austin

State: Texas

Zip: 78703

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: Cody Catalena

Title: General Manager, Global Business Solutions

Signature of Officer or Authorized Representative: _____

Date: February 6, 2018

Email Address: Cody.Catalena@viasat.com

Phone Number: 979-361-1701

Company Name: **American Park Network**

Company Address: 41 E. 11th Street, 11th

City: New York

State: New York

Zip: 10003

Federal Tax ID No.: [REDACTED]

Printed Name of Officer or Authorized Representative: Mark Saferstein

Title: Publisher & Editor-in-Chief

Signature of Officer or Authorized Representative: _____

Date: February 6, 2018

Email Address: mark@americanparknetwork.com

Phone Number: 212-581-3380

1.1 Section 0605 Local Business Presence Identification Form

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

***USE ADDITIONAL PAGES AS NECESSARY* OFFEROR:**

Name of Local Firm	Viasat, Inc. – Austin Office	
Physical Address	111 Sandra Muraida Way Suite 100	
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Key personnel who are directly working on this project, have been based out of the Austin areas for 5 or more years. In addition, the officer and authorized representative signing this document is a native of Austin, graduate of the University of Texas and frequent guest of Austin Parks.		
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Viasat is a global company with a large office directly across from Zilker Park. This office serves as one of our main technology hubs, and we have plans for hiring hundreds of people over the next couple of years to support those operations in Austin.		

SUBCONTRACTOR(S):

Viasat and American Park Network plan to use employees for the design, deployment, management and maintenance of this network. Therefore, no subcontractors will be used for this project.

Name of Local Firm	N/A	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

1.2 Section 0615 Exceptions

**CITY OF AUSTIN
PURCHASING OFFICE
EXCEPTIONS**

Section 0615

Solicitation Number: RFP 5600 ELF0303

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. Copies of this form may be utilized if additional pages are needed.

Proposers who comply with or who are most responsive to accepting the City's Standard Purchasing Terms and Conditions and Commercial and Legal Contract Requirements will receive consideration for evaluations from the City's evaluation team in determining points awarded for meeting criteria outlined in Section 0600 Proposal Preparation Instructions Evaluation Factors. Failure to agree to the standard contract terms may result in the City choosing to move forward with an award of a contract to the next best Offeror.

The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Page No.: 10	Section Number: 36(ii) [first one]	Section Description:
Alternate Language:		
Justification:	This clause should be stricken, as the City is indemnified for third-party claims of intellectual property infringement. Additionally, Contractor cannot readily make these warranties for industry-standard third-party products and services that comprise a portion of the Deliverables.	

Page No.: 10	Section Number: 36(i) [second one]	Section Description:
Alternate Language:	Any third-party claim that the City's exercise anywhere in the United States of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables in accordance with the Agreement (to the extent that the Deliverables are proprietary to Contractor) infringe the intellectual property rights of any third party; provided that, contractor shall pass through all indemnities received by Contractor, if any, on Deliverables manufactured by third parties; Notwithstanding the foregoing, Contractor shall have no indemnity obligations under Section 36(i) to the extent that the claim arises from or in connection with the use of any the Deliverables in combination with products or services provided by anyone other than Contractor. If Contractor believes that any of the Deliverables infringe a third-party's intellectual property rights, Contractor may replace such Deliverables with substitute items having the same or greater functionality than the replaced Deliverable(s). The provisions of this Section 36 set forth Contractor's entire liability for third-party claims of infringement.	
Justification:	The solution is comprised of industry-standard third-party hardware and software, on the one hand, and Contractor's proprietary platform, on the other hand. Viasat should only be liable for indemnifying the City for third-party hardware and software to the extent that Client receives indemnity from the manufacturers of such items, and only in the United States, since no international use of the Deliverables is anticipated.	

Page No.: 6 (0500 Scope of Work)	Section Number 3.3(h)	Section Description: Vendor's Responsibilities
Alternate Language:	Respond to all problem requests received once the system is in production. Target response time for initial response to City shall be within two hours after Vendor receipt of City notification in writing, provided that the problem request is received by Vendor during normal business hours (if received by Vendor after normal business hours, within two (2) hours on the next business day. Target resolution of critical problems [to be defined and to exclude, among other things, any problems with City-provided internet service] shall be within twenty-four (24) hours after Vendor initial response to City. Target resolution for non-critical problems [to be defined and to exclude, among other things, any problems with City-provided internet service] shall be within forty-eight (48) hours after Vendor initial response to City.	
Justification:	These service level agreements are more stringent than those typically provided by Vendor and should be targets rather than hard obligations.	

Page No.: 9 (0500 Scope of Work)	Section Number 2.1	Section Description: Functional Requirements
Alternate Language:		
Justification:	Vendor should retain ownership of the WiFi network equipment if the Contract is terminated by Vendor as a result of the breach or default by the City.	

Page No.: 8 (0400 Supplemental Purchase Provisions)	Section Number 12	Section Description: Non-Solicitation
Alternate Language:	During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor shall not directly or indirectly hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department who becomes known to Contractor as a direct result of Contractor's performance under the Contract. Contractor shall not be in breach of this Section [12] if Contractor hires such an employee of the City as a result of a published job listing (e.g., in a newspaper or online) that does not specifically target such employee.	
Justification:	Vendor has multiple affiliates and offices throughout the country and the world. In order to manage to the requested non-solicitation language, Vendor requests that the scope be limited as set forth above. Vendor would be welcome to have this language be mutual insofar as the City's reciprocal obligations.	

Page No.: 8-9 (0400 Supplemental Purchase Provisions)	Section Number 16	Section Description: Ownership and Use of Deliverables
Alternate Language:		
Justification:	The subject system is comprised of third-party manufactured equipment and Vendor's proprietary software platform. Accordingly, Vendor cannot grant all rights of ownership, etc. in and to the Deliverables to the City. The equipment (hardware) will be owned by the City upon expiration or termination of the Agreement (other than termination by Vendor for breach by the City, as described above) and Vendor will grant the City a non-exclusive, royalty-free license to use Vendor's software platform for the term for the purposes set forth in the Contract. Vendor retains all ownership rights in and to its proprietary software platform and other intellectual property. To the extent that the City provides Vendor with its intellectual property (e.g., logos, etc. for the patron logon page), the City shall retain all ownership in and to such intellectual property and grant Vendor a similar license to use such intellectual property for the purposes set forth in the Contract.	

1.3 Section 0800 Non-Discrimination and Non-Retaliation Certification

City of Austin, Texas

Section 0800

NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

City of Austin

Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract

Dated this 6th day of February, 2018.

CONTRACTOR: VIASAT, INC.

Authorized Signature:
(**Viasat, Inc.**)

Cody Catalena

Title:

General Manger, Global Business Solutions

Authorized Signature:
(**American Park Network**)

Mark Saferstein

Title:

Publisher & Editor-in-Chief

1.4 Section 0835 Non-Resident Bidder Provisions Form

Section 0835: Non-Resident Bidder Provisions

Company Name: Viasat, Inc.

A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Resident Bidder (with clarifying statement below)

(1) Texas Resident Bidder - A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

Answer: Texas Resident Bidder (with clarifying explanation above).

B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: N/A

C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: N/A

1.5 Section 0840, Service – Disabled Veteran Business Enterprise Preference

Neither Viasat nor American Park Network are certified as SDVOSB or HUB/SV businesses. Therefore, we will not be seeking the Enterprise Preference for our submission.

TAB 2 – Introductory Documents and Information

2.0 Executive Summary

2.0.1 Summation of Proposal

American Park Network has forged a partnership with Viasat in order to provide a richer experience for the City of Austin, its residents and visitors to Austin Parks. Combined, our two companies bring decades of experience of enhancing the visitor experience by supporting parks departments nationwide, as well as providing telecommunications services on a global scale to customers ranging from federal, state and local governments, to multinational corporations. We have deep knowledge and experience in building, operating and monitoring complex outdoor Wi-Fi networks in the most extreme weather and traffic conditions, in places where guaranteed uptime is critical.

Both American Park Network and Viasat have proven track records on executing an array of projects of varying size and complexity in a multitude of market sectors. Our combined experience and core competency includes global broadband internet, network design, roaming, managed Wi-Fi services, content development, publishing and sponsorship program development, especially those that are designed specifically to serve the needs of park management agencies, their non-profit partners and America's millions of park visitors.

For this project, we are proposing a two-phased approach. In order to provide substantial coverage in the most highly-trafficked areas, Phase 1 will include the following park locations:

Zilker Park:

- Barton Springs pool area
- Concession stand
- Kids playground
- Zephyr train station
- Rock Island
- Lou Neff Point
- Volleyball courts

Auditorium Shores:

- Areas outside Palmer Events Center and Long Center
- Adjacent hike & bike trails
- Vic Mathias Shores

Krieg Field:

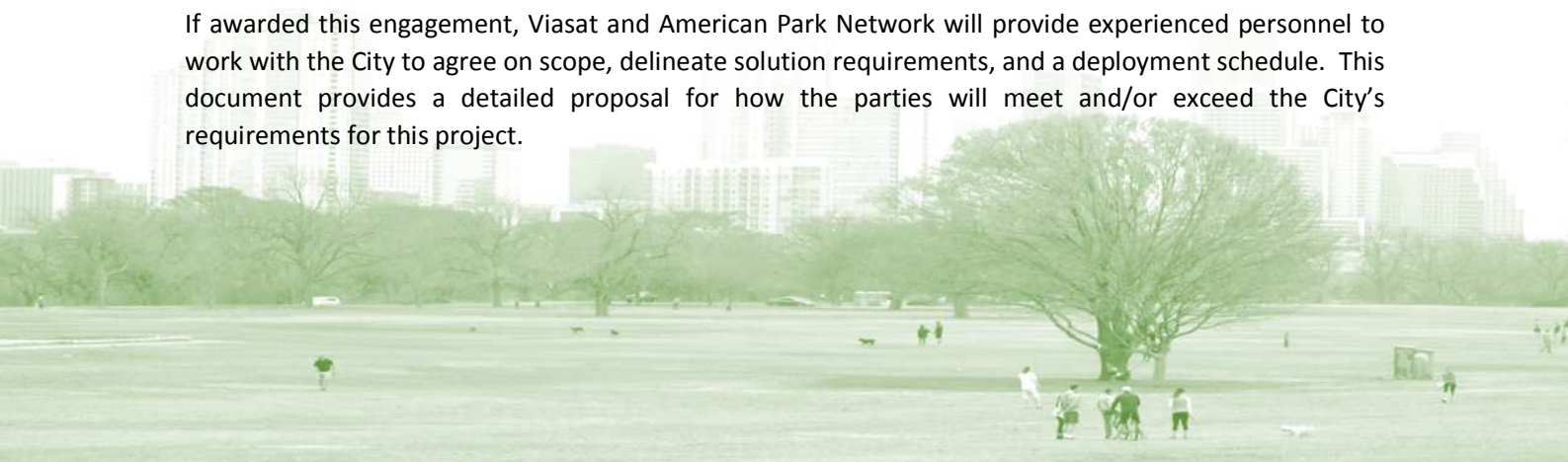
- Main Concession area
- Stands and dugout areas

Sand Beach Park (Incremental to RFP requirements)

- Entire area covered (this park sits in front of Viasat's Austin office)

Based on visitor usage, commercial viability and mutual agreement with City, Phase 2 may include, but is not limited to, the potential expansion of other areas of Zilker Park and Botanical Gardens, Butler Shores, areas adjacent to Zachary Scott Theatre, Lady Bird Lake Lamar Beach, Texas Rowing Center, Deep Eddy Municipal Pool, and/or in other areas of the City where we may provide value to the public.

If awarded this engagement, Viasat and American Park Network will provide experienced personnel to work with the City to agree on scope, delineate solution requirements, and a deployment schedule. This document provides a detailed proposal for how the parties will meet and/or exceed the City's requirements for this project.



2.0.2 Suitability of Service

About Viasat

URL: <https://www.viasat.com>

Viasat, Inc. (NASDAQ: [VSAT](#)) keeps the world connected. As a global experienced broadband services and technology company, we ensure businesses, consumers, governments and military personnel have communications access - anywhere - whether on the ground or in-flight. The Company's innovations in designing highest-capacity satellites and secure ground infrastructure and terminal technologies coupled with its international network of managed Wi-Fi hotspots enable Viasat to deliver a best available network that extends the reach and accessibility of broadband internet service, globally.



Since 1998, Viasat's experienced team has been designing, installing, managing, monitoring and supporting public and private Wi-Fi networks around the world. Today, we support more **millions Wi-Fi access points** serving outdoor networks, stadiums, arenas, schools, military bases, public venues, commercial airlines, trains, maritime, enterprises, small businesses, and residences.

No other company has the same breadth of experience as Viasat. The key to our successes is our end-to-end services and our ability to customize solutions, dashboards, reporting and other features that best meets the needs of each customer. In addition, Viasat believes there are 3 major differentiators that make us the clear leader in our space:

1. Viasat has a far more mature backend management platform than that offered by other providers of similar services. Our proprietary TRACKOS™ Network Management platform is interoperable with all major Wi-Fi hardware vendors, including Cisco, Ruckus, Aruba and more. TRACKOS is comprehensive, feature-rich and intuitive to ensure Austin has the information it needs real time – including network health, usage reporting, customization of the user experience, etc.
2. Our U.S.-based call center operates 24/7 for Tier 1, Tier 2, and engineering support. Our professionally trained and managed staff is there to ensure customer questions are resolved efficiently and completely by Viasat rather than by a help desk offshore. And our 24/7 U.S.-based call center and NOC is there to support both guest and city employees for troubleshooting network outages and general trouble connecting to the network.
3. Viasat has proven its SaaS model by attracting some of the largest companies in the world as their underlying services provider for public Wi-Fi networks, including Comcast, Charter, (formerly Time Warner), Altice (formerly Cablevision), Sprint, and on more than 100 military bases worldwide.

For more information on Viasat's managed Wi-Fi services, visit www.viasat.com/managed-wi-fi or follow the Company on social media: [Facebook](#), [Twitter](#), [LinkedIn](#) and [YouTube](#).



Managed public and
private Wi-Fi
hotspots

About American Park Network

URL: <https://www.apnmedia.com>

American Park Network has a 30-year history of collaborating with park departments nationwide to provide free services to enhance the visitor experience. We work with partners on the federal, state and local levels to provide connectivity, visitor information and experiential programming.

Our familiar green **Oh, Ranger! Guides** are a trusted resource for 20+ million park visitors across America each year. And our much-lauded **Oh, Ranger! ParkFinder™ mobile app** helps connect park-lovers to our proprietary database of 60,000 parks and public lands, which can be searched instantly based on both location and favorite activities. Oh, Ranger Wi-Fi™ provides universally desired connectivity in parks, beaches, recreation areas and other high traffic public venues.

American Park Network is uniquely qualified to secure sponsorships to fund public Wi-Fi networks. Throughout our 30-year history, all of our programs to support the park visitor experience have been sponsor supported. As was the case in Plano, in Austin we will leverage our long-term relationships with national advertisers, as well as making the opportunity available to local businesses who are the pillar of the community.

For more information on American Park Network's services, visit www.apnmedia.com.



2.0.3 Statement of Assumptions

1. Viasat and American Park Network will have ownership of the network
2. This solution is predicated on the availability of unlicensed 2.4Ghz and 5Ghz spectrum
3. City agrees at no time during Term to install, or allow a 3rd party to install, a wireless network which may affect our network in same locations
4. Assumes city provides (at no cost):
 - a. Access to internet with sufficient bandwidth to support the network usage
 - b. Electricity for network hardware
 - c. Access to, mounting rights and locations, rights of way and permits to install networks

Remainder of this page purposely left blank.

2.1 Cover Letter

City of Austin
Attn: Elisa Folco
Municipal Building
124 W 8th Street, Room 308
Austin, Texas 78701



Ms. Folco,

Viasat and American Park Network are pleased to present the City of Austin with the following proposal in response to Request for Proposal (RFP) for Wi-Fi Service for the Austin Parks Department. Viasat and American Park Network have provided the required main contacts for our Technical, Contract and Operations staff.

Wireless Engineering

Mark Wooldridge
Sr. Sales Engineer
mark.wooldridge@viasat.com
979-361-1781

Legal and Contract

Jonathan Frank
Associate General Counsel, Viasat
jonathan.frank@viasat.com
760-893-2051

Project Management / Operations

William Norwood
Project Management
william.norwood@viasat.com
979-361-1746

Project Management / Operations

Matthew Price
Operations Manager
matt@americanparknetwork.com
212-581-3380

We thank the City of Austin for the opportunity to respond to this RFP and look forward to next steps.

Best regards,

A handwritten signature in black ink, appearing to read "Robert M. Brown".

Robert M. Brown
VP, Strategic Business Development
Viasat, inc.
P: 979.361.1731 | C: 512.423.8795
robert.brown@viasat.com

A handwritten signature in black ink, appearing to read "Mark Saferstein".

Mark Saferstein
Publisher & Editor-in-Chief
American Park Network
O: 212.581.3380 | C: 917.856.6656
mark@americanparknetwork.com

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2.2 Business Organization

Legal firm name, headquarters address, local office addresses if any, and state of incorporation.

Viasat, Inc. Offices

Austin, Texas

111 Sandra Muraida Way, Suite 100 Austin, TX 78703

Bryan, Texas

908 Finfeather Road, Bryan TX, 77801

Headquarters

6155 El Camino Real, Carlsbad, CA 92009



Listing of principal officers of the company including name, title, and tenure.

Name	Title	Tenure
Mark Dankberg	Chairman of the Board and Chief Executive Officer	32 years
Richard Baldrige	President and Chief Operating Officer	19 years
Doug Abts	Vice President, Global Mobility	3 years
Robert Blair	Vice President, General Counsel and Secretary	10 years
Girish Chandran	Vice President and Chief Technical Officer	11 years
Melinda Del Toro	Senior Vice President, People and Culture	17 years
Bruce Dirks	Senior Vice President, Treasury and Corporate Development	5 years
Shawn Duffy	Senior Vice President and Chief Financial Officer	18 years
Keven Lippert	President, Broadband Services and Chief Legal Officer	18years
Cody Catalena	General Manager, Global Business Solutions	5 years

Listing of principal personnel at American Park Network.

Name	Title	Tenure
Mark Saferstein	Publisher & Editor-in-Chief	16 years
Joel Saferstein	Associate Publisher & Executive Editor	16 years
Alex Frenkel	Group Sales & Partnership Director	15 years
Matthew Price	Operations Manager	1.5 years

Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?

Yes

List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.

None

Has your firm ever failed to complete any work awarded to you? If so, where and why?

No

Has your firm ever been terminated from a contract? If so, where and why?

No

TAB 3 – Corporate Experience, References and Personnel

3.0 Corporate Experience

3.0.1 Relevant Corporate and Individual Experience

Viasat, Inc. keeps the world connected. As a global broadband services and technology company, we ensure businesses, consumers, governments and military personnel have communications access - anywhere - whether on the ground or in-flight. The Company's innovations in designing highest-capacity satellites and secure ground infrastructure and terminal technologies coupled with its international network of managed Wi-Fi hotspots enable Viasat to deliver a best available network that extends the reach and accessibility of broadband internet service, globally.

Since 1998, Viasat's experienced team has been designing, installing, managing, monitoring and supporting public and private Wi-Fi networks around the world. Today, we support more than 16 million Wi-Fi access points serving outdoor networks, stadiums, arenas, schools, military bases, public venues, commercial airlines, trains, maritime, enterprises, small businesses, and residences.

3.0.2 Corporate Size, Financial Capabilities and Staffing Resources

Viasat is a financially stable company, with very little debt and a market cap over \$4B. We have several core business areas which are roughly equally divided between commercial and military customers. The common theme for all of these businesses is wireless communications. The company trades on NASDAQ under the symbol VSAT. Please

Viasat is a publically traded corporation and posts it quarterly and annual financial reports online at <http://investors.viasat.com/financials.cfm>. Austin Parks staff can access our financials and download electronic versions of them at your convenience.

3.0.3 Similar Projects

Viasat – Sample Client List for Similar Projects

- Nevada State Parks (Cathedral Gorge State Park)
- Comcast (support for Universal Theme Park, Rockefeller Center, Wells Fargo Center and more)
- Time Warner Cable (support for downtown LA, multiple stadiums)
- Cablevision (support of many outdoor strand-mounted networks in tristate)
- Sprint – (multiple schools, outdoor networks and community Wi-Fi)
- American Airlines, United, Jet Blue and multiple other airlines (Wi-Fi + in-flight entertainment)
- U.S. Navy (Unofficial Wi-Fi networks on all Navy bases worldwide)
- North Carolina Department of Transportation (NC Ferries and Trains)
- Level 3 (Multiple retail and enterprise locations)
- U.S. Government Executive Branch (Internet on Air Force One, Marine One and other aircraft)

American Park Network – Sample Client List for Similar Projects

- City of Plano, Texas parks
- State of New York parks
- City of Los Angeles parks
- BG Florida Parks

- State of Arizona parks
- State of New Jersey Department of Environmental Protection, Division of Parks and Forestry

3.0.4 Project Special Knowledge, Personnel or Facilities

Please refer to section to the information provided in **Tab 2** of this proposal.

3.1 References

3.1.1 Key References – Viasat

United States Navy - NEXCOM

Customer P.O.C.:	Mary B. Morse (757)502-7454 mary_morse@nexeb.org
Contract No.:	# H0108-D-0010 MOD11
Contract Value:	\$40,584,930
Period of Performance:	Oct 2008 – present (currently in effect through Sept 2020)
Duration of Contract	9 years



Description:

Liberty Centers – US Navy

Liberty Centers are for active duty enlisted, family and guests, designed to be the Sailor's "home away from home." The Liberty Center offers in-house activities and programs accessible to Sailors, including our wounded warrior population and other eligible guests. Computer stations with Internet access are available for college coursework, military online training, private email and social networking. Xbox and PS3 systems with various games are also available. Moreover, many devices are supported in accordance to 1:1 and BYOD environments. Viasat provides the internet access and Wi-Fi network installation and support with end-user helpdesk services at all of these locations. We also support the deployment and on-going support of the computer workstations and gaming stations, printers, and other hardware. Currently over 60 locations have been deployed worldwide.

Barracks and Permanent Housing - US Navy

Viasat has deployed over 10,000 Access Points in Navy Permanent Party Housing Wi-Fi. Viasat provides services to over 12,000 Navy end-users in Navy barracks around the world. The largest deployments have been to Naval Air Station Pensacola with over 1000 residents and the National Counterterrorism Center (NCTC) - Great Lakes with over 500 residents. Viasat supports an extremely mobile population with all the latest personal Wi-Fi devices, creating a challenging service environment, in which we provide unparalleled customer support.

Army Air Force Exchange Services (AAFES)

Customer P.O.C.:	Timothy McNichol 214-312-3691 Mcnicholt@aafes.com
Contract No.:	ATI 11-003B
Contract Value:	\$22,700,000
Period of Performance:	30 Aug 2012 – Aug 2022
Duration of Contract	5 years



Description:

AAFES Italy – Provide prepaid unofficial internet service to authorized users, including lodging and leased housing areas, located on military installation in Italy. VIASAT specifically provides authentication, authorization, and accounting (AAA) services for billing and administration functions working in conjunction with the ISP and providing end-user support of network access and AAA functions. Viasat has recently implemented services at Din/Vincenza, and Ederle, Aviano AB, IT and other US military installations in Italy.

Joint Base Elmendorf-Richardson Lodging



Customer P.O.C.

Contract No.: FA5000-16-P-0121

Contract Value: \$1,003,079

Period of Performance: Feb 2017 through 30 Sep 2017 plus 4 option years

Duration of Contract 6 months into base year

Description:

JBER Lodging—Provide prepaid unofficial internet service to 510 guest rooms and authorized users. Viasat designed and installed indoor and outdoor network equipment providing a fully managed turn-key wireless network deployment. Viasat specifically provides authentication through a customized portal, authentication, reporting, and monitoring/management functions with ISP WAN services and providing end-user support of network access.

3.1.2 Key References – American Park Network

City of Plano Parks and Recreation

Steve Stoler, Director of Media Relations

1520 K Avenue, 2ndFloor, Suite 220

Plano, Texas 75074

972-941-7321

stevest@plano.gov

System Description: Multiple access point Wi-Fi network for public use installed, maintained and monitored at popular outdoor park locations throughout the city.

Date of System Installations: 2015

State of New York, New York Office of Parks, Recreation and Historic Preservation

Wendy Gibson, Marketing and Promotions Director

625 Broadway

Albany, NY 12207

518-486-1868

wendy.gibson@parks.ny.gov

System Description: Multiple access point Wi-Fi network for public use installed, maintained and monitored at outdoor park locations throughout the state including flagship parks such as Niagara Falls State Park and Jones Beach State Park.

Date of System Installations: 2013

City of Los Angeles Parks and Recreation

Mike Shull, General Manager
 221 N. Figueroa St, Suite 300
 Los Angeles, CA 90012
 213-202-2633
michael.a.shull@lacity.org

System Description: Multiple access point Wi-Fi network for public use installed, maintained and monitored at outdoor park locations throughout the city including iconic, high-traffic parks destinations such as Venice Beach and Griffith Observatory Park.

Date of System Installations: 2014

3.1.3 Testimonials

Viasat has proven itself by attracting some of the largest companies in the world as their underlying services provider, including Comcast, Charter, (formerly Time Warner Cable), Sprint, American Airlines, United Airlines and dozens of other airlines, and on more than 100 military bases worldwide.

The following testimonials are from some of Viasat's largest customers. These customer currently use Viasat cloud-based management platform and professional services for network design, installation, management, monitoring, break-fix, captive portal management, AAA services, pay-per-use and other services on their unofficial networks.

Mary Morse
 VP, Telecommunications Programs
 U.S. Navy Exchange Command
 (NEXCOM)
mary.morse@nexweb.org

Viasat provides a robust platform capable of supporting an increasing number of next-generation wireless devices and multimedia features. The best part is we enhance the customer experience without our having to proportionately increase prices."

Cole Reinwand
 Vice President, Xfinity™ Wi-Fi
 Comcast Corporation
cole_reinwand@cable.comcast.com

"Speed-to-Market is such a critical success factor today that we look at a variety of ways to accelerate development. Viasat offers us the right combination of technical expertise, commitment, and cost effectiveness that truly complements and enhances our own engineering efforts."

Jason Schnellbacher
 Advanced Solution Engineering
 Sprint, Inc.
george.schnellbacher@sprint.com

"We have had an excellent experience working with Viasat for many years. The team at Viasat has extensive technical knowledge is very responsive and delivers on schedule."

3.2 Staffing and Personnel Resumes

3.2.1 Project Staff Roster

Name	Title	Primary Work Assignment	% time on this project	Qualifications
Dale Norwood	Project Manager	Project Management	30%	Resume below
Mark Wooldridge	Network Engineer	Sales Engineering	30%	Resume below
Todd Benjamin	Account Manager	Account Management	20%	Resume below
Robert Brown	VP, Business Development	Business Development	20%	Bio below
Mark Saferstein	President	Publisher and Editor	20%	Bio below

3.2.1 Key Personnel Resumes and Bios

WILLIAM (“DALE”) NORWOOD – Project Manager

PROFESSIONAL EXPERIENCE

Viasat, Inc. – Project Manager, Global Business Solutions.

Seasoned and experienced IT Project Manager in Education and construction environments. Experienced in project management tools, education and implementation. Served Cities and Communities providing Internet access by advancing technology with cost effective solutions. Experienced IT management in K12 and Higher Education as well as high-tech industry. Provided services in conjunction with cities and hospitals to improve services in the community.



KENNETH MARK WOOLDRIDGE – Senior Wireless Engineer

CERTIFICATIONS

Cisco Certified Internetwork Expert - Wireless

CCIE #48424

CWSP - Certified Wireless Security Professional

CWNP, CWNP450307

CWDP - Certified Wireless Design Professional

CWNP, CWNP450307

CWAP - Certified Wireless Analysis Professional

CWNP, CWNP450307

CWNA - Certified Wireless Network Administrator

CWNP, CWNP450307

CCNP - Cisco Certified Network Professional Cisco, CSCO10569350

CCNA - Cisco Certified Network Associate Cisco, CSCO10569350

Six Sigma Green Belt



Mark holds several advanced technical certifications related to Wi-Fi technologies, including the CCIE, CCNP, CCNA, CWSP, CWDP, CWAP and CWNA, among others. Viasat, Sr. Manager of Sales Engineering – specializing in Wireless Engineering since 2015, with over 12 year's experience in Wi-Fi technologies. Mark is responsible for technical solution architectures for large customized networks and building complex Wi-Fi designs that meet all business requirements. Before Viasat, Mark was employed as a Sr. Wireless Engineer at ATT in their Wireless Services Division, where he lead a team of wireless engineers in designing Wi-Fi solutions to major national accounts including all their branch offices and other locations. Prior to ATT, Mark was employed at Hilton Worldwide, where he lead a team of wireless engineers who designed

and managed over 3,000 locations of Wi-Fi networks in all the Hilton and Hilton family properties. These properties ranged from small 100-room locations all the way to 3,000 room large and complex resorts, including their meeting space.

TODD BENJAMIN – Account Manager

PROFESSIONAL EXPERIENCE

Sr. Director of Account Management and Sales Support (June 1999 to Present)

Viasat, Sr. Director of Account Management and Sales Support since June 1999 where he establishes and manages relationships with network operators and customers along with providing managed Wi-Fi solutions. Todd is responsible for managing accounts, contract administration, provide customer training, manage sales support team, provide sales support for all divisions, and process monthly reporting. Previously employed at FBI Buildings, Inc. in Remington, Indiana, where he was a Sales Coordinator from March 1997 to June 1999. Todd built long-term relationships with all customers, provided pricing, informational support, and coordinated with territory managers in the effort to develop prospects into customers. From October 1994 to March 1997 Todd was a Sales Representative at Thrall Distribution in Lafayette, Indiana, Sales Representative, and sold Pipes, Valves, & Fittings to manufacturing companies in the northern 1/3 of Indiana, which included a \$4 million sales to Steel Dynamics. Todd was a Sales Representative at Honeywell Home & Building Controls in Fort Wayne, Indiana, from March 1994 to September 1994 and sold Burglary, Fire, Video Surveillance and Access Control Systems to commercial businesses. Todd earned his Bachelor of Science degree from Ball State University as a Marketing major in College of Business in December of 1993.

ROBERT M. BROWN – Project Lead

VP, Strategic Business Development
Global Business Solutions
ViaSat, inc.
office: 979-361-1731 | cell: 512-423-8795
robert.brown@viasat.com



As a proud native of Austin and graduate of the University of Texas, Robert is excited to be working on this opportunity for the City of Austin Parks.

In his current role at ViaSat, Robert helps define strategy and direction for Viasat 's Global Business Solutions division, as well as provides support for Viasat 's commercial revenue development, sales pipeline, product management and marketing activities. In addition, Robert is responsible for driving roaming relationships worldwide. He also serve as Viasat 's main executive representative to the Wireless Broadband Alliance (WBA), and is the Founder/Group Manager for the Wireless Internet Industry Executives (WIIE) group on LinkedIn. Prior to Viasat , Robert was responsible for business development

at Google Fiber where he led the team in charge of wireless strategies and partner development, including negotiating the deal with Starbucks for WiFi in their stores nationwide. mPrior to Google, Robert served as a management consultant assisting major carriers and service providers including Google Fiber, Time Warner Cable, Cox Communications, Mobilitie, HarborLink, Tengo Internet, and Pronto Networks with their Wi-Fi and micro-network product strategies, product development, market sizing, and business development. Prior to that, Robert was Director of Strategic Business Development for AT&T Wi-Fi Services and Wayport Inc. which was acquired by AT&T. At Wayport, he executed strategic planning, managed roaming relationships and supported cross-functional teams in charge of new, large-scale managed services deployments for public/private Wi-Fi networks, transport and data applications at major hotels, airports, hospitals, restaurants and retail venues, including McDonald's and Starbucks. He has a Master's degree in International Business Law from Boston University, an MBA from Colorado Tech and a Bachelor of Science degree in Mass Communications from the University of Texas at Austin.

MARK SAFERSTEIN – Project Lead

Publisher & Editor-in-Chief

American Park Network

O: 212.581.3380 | cell: 917.856.6656

mark@americanparknetwork.com

Mark Saferstein is a seasoned marketing and communications professional. As CEO and Co-Founder of American Park Network, Mark serves an audience of 20+ million park enthusiasts each year, through digital channels (such as Oh, Ranger! Wi-Fi™ and Oh, Ranger! ParkFinder™) and through their ubiquitous green Oh, Ranger! guides. Under Mark's leadership, the company has developed mobile apps and implemented public Wi-Fi solutions, during which time he's forged numerous relationships and developed a deep understanding of how to implement technical solutions in challenging outdoor environments. Mark's forte is collaborating with government partners to implement public/private partnerships that serve the public interest. Prior to his current position, Mark has work in management roles in media and marketing companies such as Bertelsmann and Newsweek. He has an MBA from the University of Michigan and a BBA from Emory University.

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TAB 4 – Concept and Solutions

4.0 Project Management Structure

4.0.1 Proposed Project Management Approach

Viasat utilizes modern and proven project management tools and techniques. Viasat uses Work Front as a project and portfolio management tool which integrates multiple other database and collaboration tools. This enables a wide range of compatible documentation tools for improved implementation. Work Front provides a cloud based platform and work flow management tool that facilitates large and widely dispersed team participation. This tool works well for both large and small projects. This platform is deployed and accepted corporate wide.

4.0.2 Project Work Schedule

The following Project Work Schedule assumes a timeline of 45-days or less for completion and would commence following the Effective Date of a definitive agreement between the City of Austin and the Parties hereto.

	# of Days
PROJECT DEVELOPMENT	
SETUP PROJECT TRACKING IN DB AND WORKFRONT	1
SET UP PROJECT IN ORACLE	1
PROVIDE PROJECT IMPLEMENTATION PLAN	3
INSTALLATION COORDINATION	
SCHEDULE KICKOFF MEETING - SITE	1
KICKOFF MEETING	1
DESIGN DEVELOPMENT	
COMPLETE SITE SURVEY - IF NEEDED	2
DEVELOP AND SUBMIT WORKING PLAN	10
SUBMIT PROJECT REQUEST TO ENGINEERING FOR DESIGN	1
DEVELOP BOM/UPDATE REQUIREMENTS FORM	2
DEVELOP AND SUBMIT DESIGN	2
FINALIZE BOM	1
OBTAIN SHIPPING ADDRESS	1
SUBMIT BOM FOR PROCESSING	1
MATERIAL AND EQUIPMENT PROCUREMENT	
SUBMIT ORDER TO PURCHASING	1
LEAD TIME FOR EQUIPMENT	14
STAGING AND SHIPMENT (Varies on site size)	
EQUIPMENT STAGING/TRACKOS	7
PREP TIME FOR SHIPPING	11
SHIP EQUIPMENT TO SITE	3
EQUIPMENT ON SITE	1
ISP SERVICE DELIVERY	
REQUEST SERVICE AGREEMENT FROM ISP PROVIDER	City to provide
SIGN AGREEMENT WITH ISP PROVIDER	City to provide
ORDER/SCHEDULE SERVICE	City to provide

	# of Days
INSTALLATION, TESTING AND COMMISSIONING	
ENSURE ACCESS TO BUILDING	1
CONFIRM CORRECT EQUIPMENT ARRIVED	1
INSTALL TIMELINE PER SITE	
<INSTALLATION>	2
<HEATMAPS OF SITES>	0.5
CONFIRM INSTALL COMPLETE	0.5
QA INSTALL WITH PM	0.5
COMPLETE ALL DOCUMENTATION FROM INSTALLER/QA	0.5
CLOSEOUT AND CUSTOMER SIGN OFF	
UPDATE DOCUMENTATION WITH ANY REDLINE CHANGES	2
SITE COMPLETION TO CUSTOMER PM	1
Project Roles and Responsibilities	
Team Viasat	City of Austin
Provide consistent and reliable free access to the internet via a Wi-Fi network to all visitors to specific public areas within the parks system.	Austin Parks or City Program Management representative to coordinate installation.
Install commercial grade, remotely maintainable Wi-Fi network equipment at three designated park areas.	Internet Service Provider connection at each Wi-Fi network site.
Please see responses to the Functional and Technical Requirements in Section 5.0 of this proposal.	Electric connections for all access points throughout the system in the designated parks.
	Access to all sites for installation and system testing.
	Briefing of Viasat staff on any security or safety policies when working on City property.

4.0.3 Project Resources, Availability and Skill Level.

In June 2014, Viasat, Inc. (a Delaware corporation) purchased a company based in Texas called NetNearU Corp, which had been in business for more than 17 years at the time of purchase, and has served customers in Central Texas and elsewhere since its inception. That Texas entity is now the primary business area of Viasat directly responsible for managed Wi-Fi networks and business Internet customers around the world, such as this opportunity we are bidding on with the City of Austin, and its principal place of business remains in Texas. In addition to an office in Austin, Viasat has offices in Dallas and College Station.

Viasat currently employs 188 people in Texas, 12 in Austin, and we currently filling 25 positions there. These positions will be IT professional positions. Viasat is projecting a need for an additional 60 employees over the next five years. Viasat is currently finishing construction of a new 30,000 square foot office building in College Station. Viasat's customer service call center is located in College and will provide Austin Parks with approximately 50 customer service staff. All the customer service representatives are trained to work with Wi-Fi issues. Viasat's Texas offices are staffed with many IT professionals holding many IT certifications including:

A+	CCSP	ITIL	NSCP
ACSS	CCISSP	JNCIA	PALO ALTO ACE
CCAA	AIRMAGNET	CSE	CNE
CCEA	CCNP	CCSE	NETWORK+
PMP	MCSA	MCSE	CCNA
CITRIX	NORTEL	SHORETEL	AVAYA
HP	JUNIPER	EFDS	CWDP
CWNA	MCP	BICSI	COMPTIA
CCIE	CWDP	CWSP	CWAP

4.1 Implementation and Testing

The following are the proposed network designs for each of the Wi-Fi sites (also available in electronic form on USB drives submitted with this proposal).

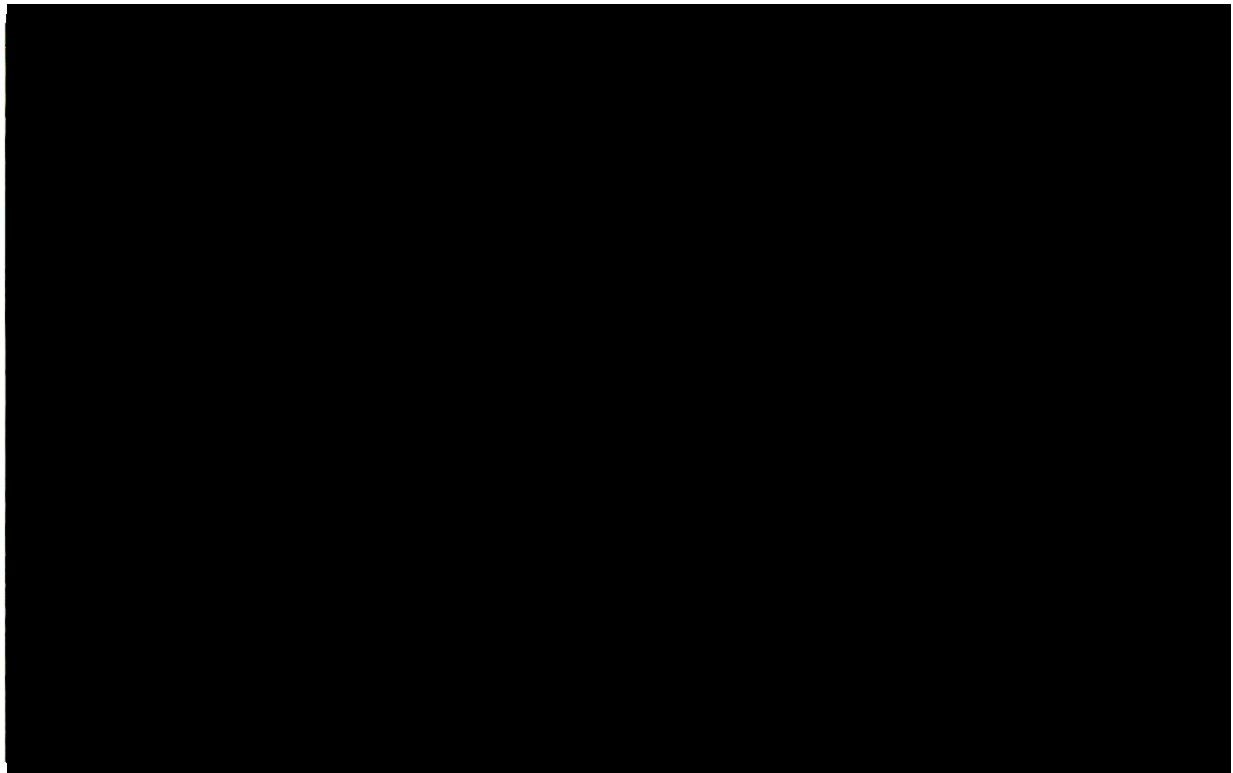


Figure 1: Site Map of AP placement Zilker Park.

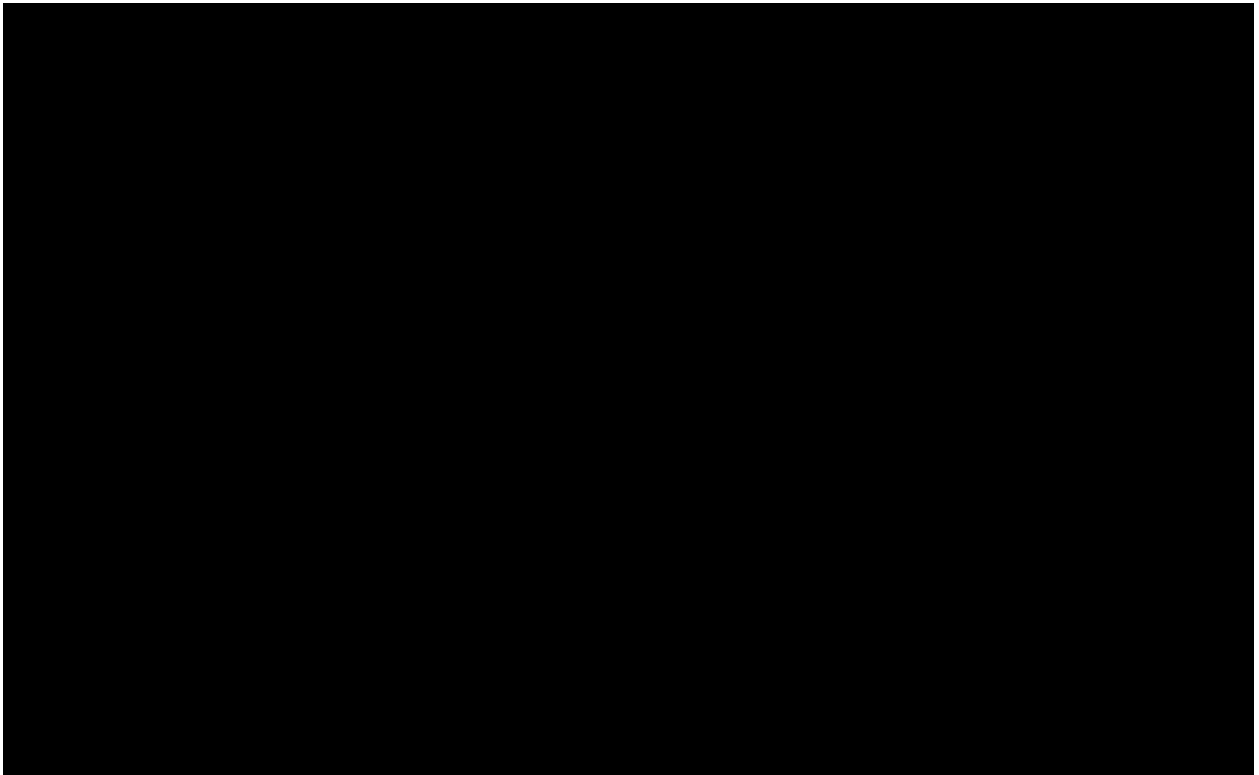


Figure 2: Site Map of AP placement Barton Springs Pool.

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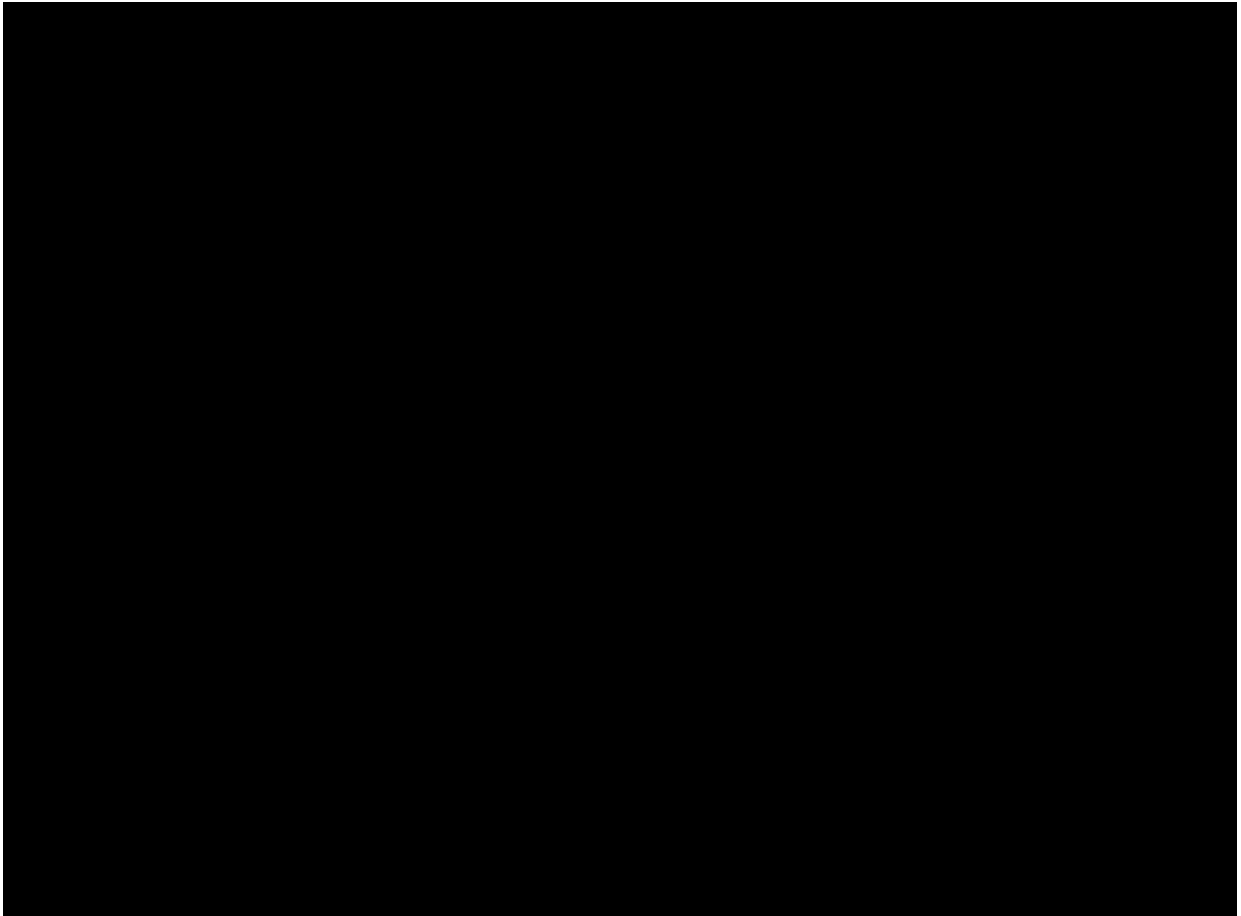


Figure 3: Site Map of Auditorium Shores AP placement.

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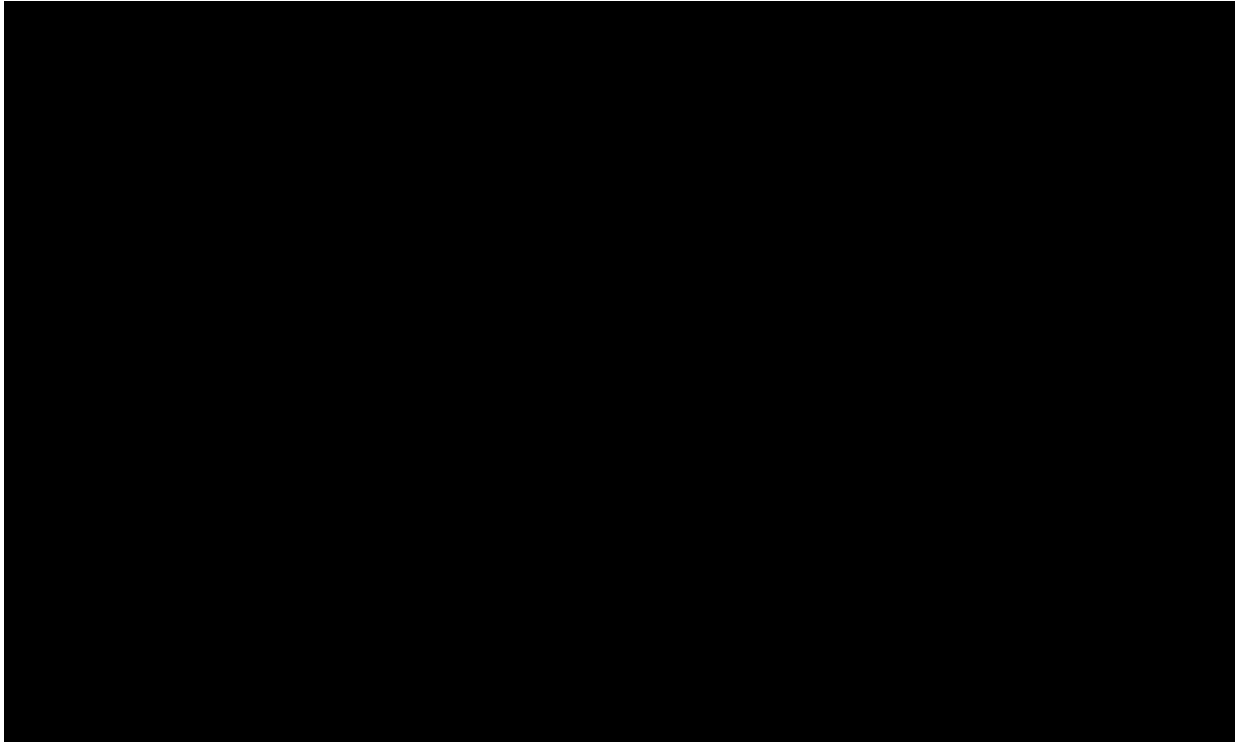


Figure 4: Site Map of Krieg Park AP placement.

4.1.1 Implementation Plan

The success of each network is dependent upon the network design, which begins with the quality of the site survey activities. Once the PM has received site survey related deliverables these are provided to our engineering team. The engineering team will evaluate the documentation and if needed work with our site survey partner to gain further insight and develop a physical and logical network design along with a working Bill of Materials (BoM) for each site. Additionally, the ultimate success of the project will depend on the ability to tune the network after installation, whereas such tuning would optimize the network to perform at its peak.

Viasat prepares a design and installation package for each wireless project. This is a comprehensive document covering the technical engineering aspects of the project, including:

- Introduction/Executive Summary
- Authentication (per site)
- Site Information and Descriptions
- DHCP (per site)
- Project Contacts and Overview
- DNS (per site)
- Internet Circuit Information
- Installation Requirements (per site)
- Coverage Areas

- MDF and IDF Installation (per site)
- Network Design and Requirements
- Access Points (per site)
- Design Assumptions and Risks
- Power (per site)
- Floor Plan, Coverage Area and AP Placement Maps
- Network Services (per site)
- Predictive Analysis (per site)
- Authentication (per site)
- Physical Topology (per site)
- Antennas (per site)
- Network Services (per site)

Staging/Testing of Equipment

Once a Bill of Materials for a Delivery Order has been developed and approved, the equipment is ordered and upon being received will be placed into our staging/configuration teams work queue where the following activities are performed before shipping to the UETN Housing staging site:

- Each device configured by Viasat will be assigned a unique TRACKOS ID (if managed services is ordered) that allows the equipment system health to be monitored and support reporting capabilities.
- Data such as location name, area of placement, address, equipment type, MAC address and other informational fields needed for reference purposes will be imported into TRACKOS.
- Equipment is configured for each site
- Tested for operability and “burned in”
- Equipment is repackaged and prepared for shipment
- Equipment is shipped based upon installation schedule

Integration will include:

- Build a functional test system
- Configure, test each device and network monitoring
- Test cables and connectors
- Prepare kits with all peripherals, brackets, grommets, and accessories
- Tag and Label Assets, document inventory
- Assess and tweak performance levels
- Document all lab results
- Develop draft support documentation

Staging equipment kits in this manner allows Viasat to scale our deployments rapidly over multiple installations and multiple projects or multiple locations on a large venue. This process delivers consistent, repeatable, and audited quality providing a fixed standard. We package our equipment to enable a modular installation approach supporting hardware installations. Equipment shall be delivered following an agreed upon schedule. We carefully manage ordering and stocking levels with our suppliers to ensure equipment is available to fulfil the agreed upon schedule.

Equipment Installation

- Install required network cabling that meets either Cat5e, or Cat6 standards.
- Install Access Points in designed locations, along with external antennae, where applicable.
- Install switches in designated IDF locations
- Install UPS units in designated IDF locations
- Install Single-Mode or Multi-Mode Fiber where required.
- Ensure all equipment and cables are labeled appropriately and validate inventory
- Update documentation.
- Remove existing legacy equipment and cabling, if applicable.

Project Roles and Responsibilities	
Team Viasat	City of Austin
ViaSat Project Manager (Dale Norwood).	Austin Parks or City Program Management representative to coordinate installation.
Design, install, and implement the network.	Internet Service Provider connection at each Wi-Fi network site.
Comply with all local, state and federal laws relevant to the work performed under this contract.	Electric connections for all access points throughout the system in the designated parks.
Install APs unobtrusively in designated park areas.	

4.1.2 On-Site Personnel Qualifications

Please see **Sections 3.2 and 4.0.3** for details on the qualification of staff that will be working on this project.

4.1.3 On-Site Implementation Services

Viasat will provide local and regional staff for the implementation of the system. Please refer to **Section 4.1.1** for a list of the services included in the installation of the Wi-Fi system.

4.1.4 Transition/Go Live Plan

With any transition, there is risk of issues from a lack of understanding of the mission. We have reviewed the RFP, assessed its risks and reviewed available documentation. Viasat also has previous experience installing and implementing systems in Europe. This information and experience have allowed us to focus on gaining as complete an understanding of the challenges facing the successful offeror as possible. In the paragraphs that follow, we describe some of the key activities that we will perform during the transition and implementation. A detailed description of the installation process is included in **Section 4.1.1 and 4.0.2**.

Viasat phase-in approach is designed to effectively implement the system in a transparent, smooth, efficient, and productive manner. To do this, the Viasat will establish cordial, productive, and responsive working relationships with Austin Parks representatives in Poland and base personnel. Team Viasat's approach is premised on keeping the transition process simple. The project team will address and resolve five main Phase-In issues and their related activities. These are:

Personnel

The first area of phase-in activity is personnel. General project staffing, which includes assignment of Viasat and American Park Network personnel and the integration of new personnel. Viasat is prepared to address any additional staffing that would need on-boarded, though for this project it is highly unlikely to be needed. Our Program Manager (PM), Dale Norwood will work with our corporate team as well as our subcontractor to select a team of personnel to carry out the work required by Austin Parks.

Staff Orientation

Once personnel are assigned, the PM will coordinate with our subcontractor team lead to review the SOW and design documentation, order hardware, discuss any installation issues and confirm POCs means of communication. Briefing installation personnel on security and safety regulations on the Naval Installation

Project Kick Off

Immediately upon notification of contract award, Mr. Norwood and our partners will set an early meeting with Austin Parks procurement officials to discuss the transition and implementation plan; and the effective date of the contract. This meeting will focus on the phase-in activities discussed next.

Documentation and Communication

What	Who/Target	Purpose	When/Frequency	Type/Method(s)
Kick-Off Meeting	Viasat, APN and Austin Parks staff	Review identified goals & Objectives. Who, What, & When.	Up notice of contract award.	Teleconference, or Video Conference
Weekly Status	Austin Parks PM	Review status, information, issues, concerns.	Weekly or as needed.	Email, Conference Call, WEBEX
Weekly Status Reports	All Stakeholders	Update stakeholders on progress of project. Action item completion	COB; each Friday until transition completion date.	Distribute electronically
Other	TBD	General Communications	As Needed	Meeting, Teleconference, or WEBEX

Figure 5: Proposed communication and document formats to keep Austin Parks informed on the project.

Hand-off to Customer Service

After the installation of the system is complete and it has been tested, the installation team will verify with our Customer Service team that all the APs are configured properly and being recognized by our monitoring and management application. From this point on the network should be completely active and end users can sign up for service and begin using it.

4.1.5 Past Transition/Go Live Experience

Viasat has successfully installed thousands of networks in buildings and locations throughout the world including hundreds deployed in over 60 US Naval bases worldwide. For these installations Viasat was responsible for purchasing, staging, configuring and shipping the hardware. Also, Viasat relies on our internal install teams along with our global partners to install these networks. All of our networks have been successfully installed. Below are some of the challenges we came across when installing these networks:

- Broadband circuit not installed by carriers
- Broadband circuit down.

- Not able to access to buildings or areas needing coverage.

4.1.6 Project Marketing Activities

Promotion of Service

American Park Network and Viasat will work collaboratively with the City of Austin Parks and Recreation Department to promote the launch of free public Wi-Fi at Zilker Park, Auditorium Shores, Krieg Field and Sand Beach Park. Marketing efforts to promote the new public Wi-Fi service will include in-park signage, press release, promotion through social media channels and newsletter, and a potential on-site press event.

Upon installation of the Wi-Fi networks, in-park signage will be deployed in strategic areas, within each W-Fi enabled park, where the Wi-Fi signal will be available. The signage will be branded with the service provided by the City of Austin with additional acknowledgment of American Park Network, Viasat and the sponsor. The signage will prominently state that free Wi-Fi is available and provide the SSID that visitors will select to connect to the public network. In-park signage significantly increases the awareness of the network and encourages park visitors to take advantage of the service. For example, at Venice Beach the placement of in-park signage resulted in an immediate and sustained 400% increase in usage.



Figure 6: Example of on-site signage to inform public of service.

A joint press release with the City of Austin will be issued to announce the free new public Wi-Fi services. at the press release will generate awareness within news outlets, greatly increasing the potential reach and exposure of the program. We've had great success in the past with issuing press events for the launch of free public Wi-Fi in New York, Los Angeles and Plano. The press release issued to announce free public Wi-Fi in Plano resulted in the following editorial piece in the Dallas Morning News.



Dallas Morning News: [Why Not Steal This Wi-Fi Parks Idea From Plano?](#)

American Park Network will also leverage our extensive web presence to promote the launch of free public Wi-Fi in Austin City parks. We'll promote new the new service through our social media channels

including Twitter, Facebook and Instagram. We'll update the related park descriptions in the Oh, Ranger! ParkFinder™ app to highlight the availability of free public Wi-Fi and we will feature the additional of free public Wi-Fi to select Austin City parks in our monthly newsletter.

Free public Wi-Fi at Austin City parks also facilitates a marketing opportunity for the Park and Recreation Department. The landing page creates a digital information portal, which offers a platform for the City of Austin's Parks and Recreation Department to provide links to agency initiatives, events calendar, park information and more. In addition, there's the opportunity to promote non-profit partners that support Austin city parks. We'll work collaboratively with the Park and Recreation Department to help make this information available to the end-user.

Sponsor Advertising on Captive Portal

The free public Wi-Fi services will be sponsor-supported and include sponsor advertising on the free public Wi-Fi network. Upon selecting the SSID associated with the free public Wi-Fi, visitors will be taken to a welcome page within a captive portal. The welcome page will include a sponsor acknowledgment and while connecting to the internet, a brief sponsor view will play (or another sponsor-related promotion will appear), after which the user will be taken to a landing page with a sponsor acknowledgement will appear. All sponsors of the free public Wi-Fi networks will be family-oriented and will be compliant to the rules and regulations put forth by the City of Austin. Sponsor involvement may contribute to generating awareness through added marketing and PR efforts.



Figure 7: Example of Landing Page - City of Los Angeles

4.1.7 System Testing Methodology

When planning to assess a WLAN, it is crucial to consider a variety of testing areas. These include:

Signal Coverage Testing: Ensures that signal levels are high enough to support the levels of performance users need throughout the WLAN coverage areas. The tools used for this testing method will be AirMagnet Surveyor Pro – which will generate “heat maps” of the surveyed Wi-Fi coverage areas. This tool will be the primary method of determining the signal coverage in all planned areas where coverage is designed and installed, as well as troubleshooting any specific areas should coverage not be within specifications.

Performance Testing: Certifies that the WLAN has the capabilities to meet users' needs when using specific applications over the WLAN. These are mainly speed tests performed from various devices in various locations to confirm the performance of the new installed network.

In-motion testing: Helps to determine whether the WLAN allows users to successfully use applications while moving through different coverage areas. This is mainly a test-method used when testing roaming between access points, especially when Voice is involved and generally only utilized when the network is specifically designed and built as a Voice network, such as in hospitals or office buildings.

Security testing: This is mainly utilized when secure SSIDs are created for the customer and successful secure association is tested and verified. Certifies the security of the network by verifying the implementation of required security mechanisms and the appropriate degrees of protection from

unauthorized access. We will also verify authentication requirements and functionality along with checking white/blacklists for the walled garden.

Acceptance/Verification Testing: This is probably the most important part of the testing methodology by ensuring the overall system has sufficient signal coverage, performance, capacity and security. A formalized process, this testing also addresses installation practices, system documentation and operations and maintenance procedures. This also includes authentication testing by associating to the access point, navigating through the welcome page, accepting the terms and conditions and successfully browsing out to the redirection page and internet in general.

Simulation Testing: Provides a representation of WLAN behavior before it is actually deployed, which offers insight into the effectiveness of the network's design in terms of hardware, software and traffic activity, as well as any potential performance issues.

Prototype Testing: Specifically assesses an unfamiliar part of a product or system of the WLAN in a lab environment before its deployment.

Pilot Testing: Involves installing a real version of the WLAN in a limited number of facilities prior to implementing the system organization-wide. Outcomes of this testing can offer insight into realistic use and potential performance issues. This method is generally only used in very large deployments where the solution is deployed in just a part of an area to understand if the solution will be successful and perform as expected. Our solution will be deployed in multiple phases, so the first phase could be considered under this category and adjustments made in the following phases if additional improvements have to be made or to accommodate specific requests from the Parks department.

Creating a test report documenting the results of each of the completed tests is a vital component of WLAN implementation. Once these tests have been completed, a record of the assessments' background and outcomes will be helpful in understanding past changes and resolving future problems.

4.1.8 Sample Test Plan and Scripts

Below are a series of graphics that show the various test plan tools, scripts and documentation.

Installation verification onsite

- All equipment must be brought to the approved software version as required and specified by VIASAT. (Versions will be specified when equipment is being configured, by Engineering)
- Equipment must be mounted in specific order in the racks. (See included equipment mounting order examples)
- All equipment will be racked securely and horizontally in floor-secured or wall-mounted racks
- All wireless access points will be securely mounted on a wall, ceiling or above the ceiling using its' mounting bracket. If above a drop ceiling it must be secured to the wall, hard-top or using a drop-ceiling T-bracket that can be ordered.
- Any exceptions must be approved by an Engineer in writing.

Wi-Fi Verification

- Verify all AP locations and mounting method as designed
- Verify all antenna placements as designed and direction

- Verify AP channel plan
- Verify AP power settings for each location
- Verify and test the connectivity from each AP
 - i. Check Welcome page and login, if required
 - ii. Check upload and download
 - iii. Check content filtering, if enabled
 - iv. Verify backend-systems to view user status and connectivity details
 - v. Verify Heat map details.

Post-Site test and verification

Onsite Tech & NOC

Number of Internet Users on the System - note time and user count.

Circuit Info

- Document all ISP information for support teams
- IP Range
- Circuit Type
- Circuit Speed Up/down
- IP Range
- Enter all ISP and circuit details into TrackOS database

Viasat Network Operations Center

Verify Configuration on Viasat Gateway

- Circuit Bandwidth
- User rate caps for all types of groups
- Interface settings
- Authentication pages
- Verify All devices pre-NMD have been F-ported and are reachable from the NMD
- Verify Content Filter settings and permissions for user groups

Verify all AP Configurations of installed Wi-Fi equipment

- Radio IP addressing, labeling and connectivity to system
- Radio security settings and user permissions
- Radio Channel settings
- Radio Power settings
- Antenna settings, type and angles

Verify All Switch Configs

- Ports on switch to Router are running full-duplex and maximum speed
- Ports to other switches or IDFs are running full-duplex and maximum speed
- Ports to APs are trunked properly with the management and required guest VLAN

- Ports to APs are running full-duplex and maximum speed
- Document/screenshot errors on all device interfaces (trunks to switches, Aps, router)

Verify Configuration on Viasat Gateway

- Circuit Bandwidth
- User rate caps for all groups
- Interface settings on all internal and external interfaces
- Authentication pages – successful attempts and any blocks

Onsite Tech

- Authentication – Is tech able to login and surf normal, slow etc.?
- Test over wired and Wi-Fi connections in various locations where typical users would congregate.
- Time to authenticate in seconds (document if authentication method has changed from pre-NMD to post-NMD)
- Screenshot and document experience

Speed Test – to be done 3x per day - morning (9am), afternoon (1pm) and evening (7pm) using:

<http://www.speedtest.net/> .

Locations - 5 speed tests to 5 different locations:

- Atlanta
- Dallas
- Chicago
- San Francisco
- New York

Document the number of Internet Users on the System before each of the 3 tests per Wi-Fi coverage area.

Methods:

- Wired (user capped) – screenshot and document speeds
- Wireless (user capped) - screenshot and document speeds

Use the following site for verification if speed tests are suspect or vary significantly from each other.

<http://www.dslreports.com/speedtest?java=1>

Select the Los Angeles, CA link.

1. Documentation

- The following areas will be completed by the Installation Vendor:
 - GAD
 - UPS
 - Cabling
 - Add. Network Info

- Equip Info
- Notes
- Port Mapping
- WAP Location coverage area
- DSL Port Mapping (only if DSL equipment is installed)
- Closet Location

	A	B	C	D	E	F	G	H	I
1	Verify all AP Configs Post-NMD Installation								
2	AP name	IP Address	Location	Channel - 5GHz	Channel - 2.4GHz	Power(mW)	Antenna	Channel or Power Change?	Issue Description
3	AP2-1	192.168.254.102	Pool area	36	6 50mW		outdoor 6db sector 120 degree	YES	Power Lever Changed
4	AP4-3	192.168.254.183	Wall outside #414	40	11 50mW		Omni-directional	NO	
5									
6	AP name	IP Address	Location	Channel	Power(mW)	Antenna	Channel or Power Change?	Issue Description	
7									
8									

	A	B	C	D	E	F	G
1	Verify all Switch Configs Pre-NMD Installation						
2	Switch name	IP Address	Location	Port#	Device Connected	Port Config Standard?	Port Config Issue Description
3	Switch-MDF-01	10.125.46.2	MDF	1	ISP LAN	YES	
4				2	AP 2-3	YES	
5				22	Switch IDF1	YES	
6				23	Switch IDF2	NO	duplex mismatch
7				24	Router	NO	SRR-QUEUE command present
8							
9	Switch-IDF2-01	172.27.127.34	IDF2	1	Switch MDF	YES	
10				2	AP 2-1	YES	
11				3	AP 2-2	YES	
12				4	AP 2-3	NO	Speed 10Mb, Guest VLAN missing
13				5	AP 2-4	NO	set to access port, not trunk
14							
15							
16	Switch name	IP Address	Location	Port#	Device Connected	Port Config Standard?	Port Config Issue Description
17							
18							
19							

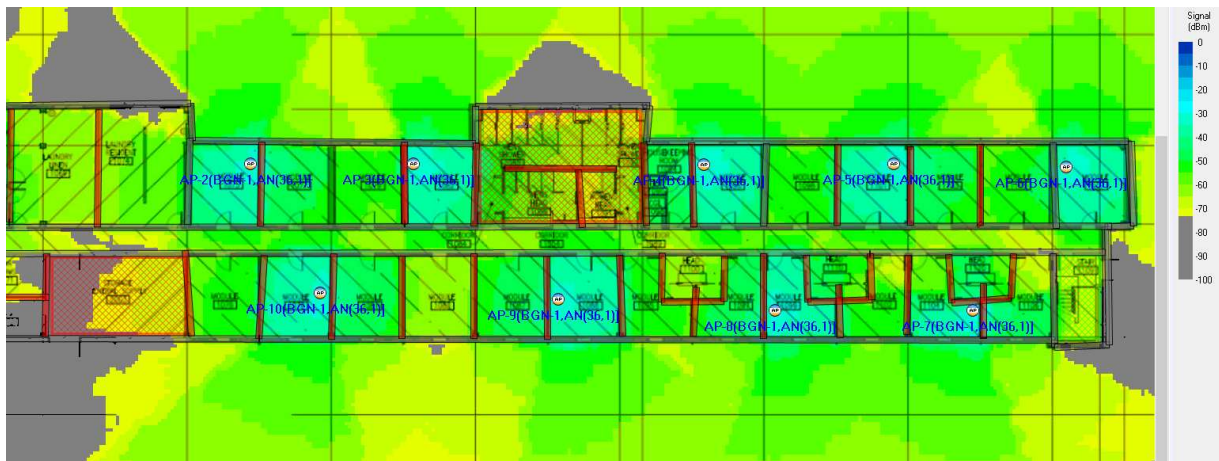


Figure 8: Sample Heat map from AirMagnet Surveyor Pro

4.1.9 Project Test Plan

The on-site and off-site engineering services performed during a Post-Installation Site Verification vary depending on the specific requirements of each job and on what other engineering work has been

performed previously. The deliverable report will include complete details of the findings and may present signal coverage "heat maps", identification and RF spectrum analysis traces of noise and interference sources, and a complete gap remediation plan.

Each component will be tested as part of the test plan and document results.

- Test Wi-Fi performance throughout the parks in various locations so that an overall picture can be formed on the level of performance in every primary location of the parks.
- Perform AirMagnet Surveyor testing in various locations to provide heat maps of Wi-Fi coverage indication.
 - After installation an on-site verification of proper signal coverage is performed to confirm that the wireless network is working in accordance with the design specifications. A standard post-installation verification provides an assurance of correct coverage while an extended verification documents signal coverage levels both above and below the target design specification.
 - The testing software reporting will provide detailed information regarding the Wi-Fi network health, signal strength throughout the tested areas, as well as the SNR. All of the above Wi-Fi testing will verify that the Wi-Fi network is performing to PARD specifications and standards.
- Perform user authentication testing
 - This would vary depending on what types of authentication is implemented in the parks. General "Open" authentication will be where the user associates to the access point, a welcome page is presented and then the user can select "connect" after checking the "agree" box to the terms and conditions.
 - The user can then be monitored in the system to verify connectivity, authentication and overall status.
- Perform full system test
 - System will be tested from end-to-end to assure that the Viasat support team has 100% visibility of the network and that all equipment is monitored and functioning as designed.
 - Complete system status can then be verified within the monitoring systems at the Viasat 24/7 operations center in Texas.
- Provide final report including all results, diagrams, and photos
 - Final documentation will be compiled during and after installation to document all access point locations, antenna placements.
- The acceptance criteria:
 - Correct Equipment mounting and cable dressing in IDF's
 - Correct access point mounting on light poles or sides of buildings and proper antenna placement
 - Correct access point and antenna cable dressing, shielding and waterproofing
 - Wi-Fi signals within specification of coverage area required for both 2.4GHz and 5GHz
 - Signal to Noise ratio (SNR) within required specification in indicated coverage areas
 - Proper channel allocation so that co-channel interference can be minimized or completely avoid where possible.

- Download speeds of at least 20Mbps to each client testing within the indicated coverage areas.
- Demarcation
 - The city will be responsible for the ISP connection at each area in the park where Wi-Fi will be installed. The city will hand-off the connection to the Viasat equipment at that point. Viasat's operations center can also monitor the ISP connection 24/7 if required and open tickets with the ISP if needed, if the city so wished.
 - The city will be responsible for the all electrical connections within the parks where Wi-Fi will be installed. The city will allow access to connect power to the Viasat equipment at that point, including power receptacles in buildings and connecting to power on light poles in the parks. Electrical connection power should be available 24/7 for adequate network operation and if that is not the case in all areas, those areas must be identified by the city so that a work-around can be discussed.
- Tester preparation and conduct
 - Testers will be full-fledged senior wireless engineers with significant Wi-Fi installation, testing and troubleshooting experience. The engineers will be skilled in advanced troubleshooting and testing techniques and hold advanced technical and wireless certifications such as CCIE, CCNP, CCNA, CWNA, CWAP, CWSP, CWDP, among others. The engineers who perform the testing will also be polite and their conduct will be the utmost professional. If additional testers are required then those testers will operate under one of these highly skilled and experienced wireless engineers.

Project Roles and Responsibilities	
Team Viasat	City of Austin
Install APs in designed locations	ISP/Internet Circuit
Install switches and other equipment in provided racks	Access to AC power and AP mounting locations on light poles
Test all equipment and Wi-Fi performance	Access to AP mounting locations on and around designated buildings
Install APs in designed locations	Austin Parks or City IT staff to coordinate testing plan with Viasat project personnel.

4.2 Training and System Documentation

4.2.1 Training Environments and Roles and Responsibilities

Viasat will provide a turnkey network. The network and its hardware components will be monitored continuously and Austin Parks should not be required to manage or maintain the network. That being the case training for Austin Parks should be minimal. However, should the City wish to have a more comprehensive training program Viasat will work with Austin Parks to determine the best training program structure for their staff. Viasat can provide two tiers of training as follows:

Tier 1 – Self Training

OEM's provide a wide variety of user guides and specification sheets online. Viasat will provide information on TRACKOS for review. Viasat will provide a list of links or set up an archive of materials that Austin Parks can maintain in their own documentation library. This training would take place in City of Austin facilities.

Tier 2 – Short In-Person Training Sessions

Should Austin Parks feel it is necessary, Viasat will coordinate a seminar setting training for Austin Parks staff. As an example, Viasat staff could hold a number of brown bag training sessions to go over OEM or TRACKOS materials and field questions.

Project Roles and Responsibilities	
Team Viasat	City of Austin
Provide system training to city staff	Provide names and make during regular business hours the training candidates.
Provide training documentation to city staff	

4.2.2 System User and Wi-Fi End User Training Materials

The Wi-Fi system installed in the parks will be "Open" where any user can associate to the Wi-Fi network at any time, as long as they view the welcome page and agree to the terms and conditions. Instructions to connect to the network will be included on the signage placed around the park to educate users on the system, as well as, on the welcome page and within the Oh, Ranger! Smartphone application. City staff can be given in-person tutorial and documentation to familiarize them with the new Wi-Fi network and to answer any questions.

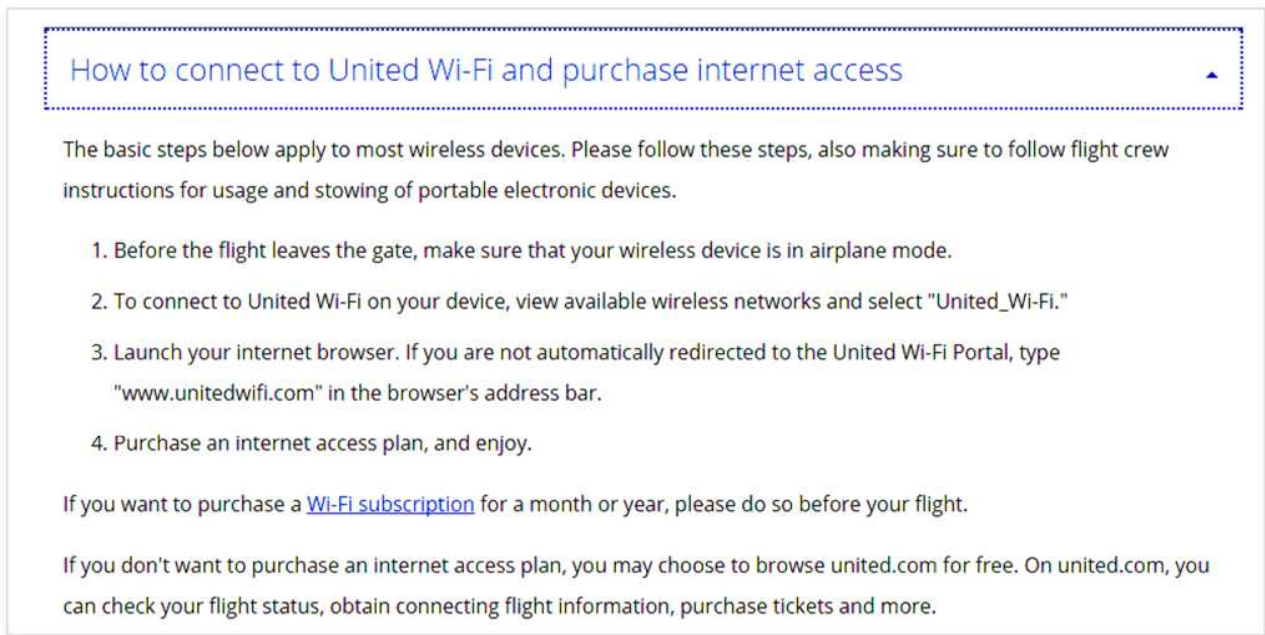


Figure 9: Example of instructions provided to end users for Viasat in-flight Wi-Fi.

4.2.3 End Users Update Process

End user updates can be included on the signage placed around the park to educate users on the system, new updates, as well as, on the welcome page and within the Oh, Ranger! Smartphone application. New features or system upgrades can also be highlighted by the aforementioned methods so that end users are always up to date on the latest developments and status of the park Wi-Fi network.

4.2.4 Maintenance and Operations Documentation

Each installation will have its own set of documentation created for our Customer Service representatives that, depending on the scope and size of the network, may include physical and logical network designs, images of deployment, escalation processes for single device and wide scale outages, brand call queue information etc. This documentation provides our representatives with online assistance as they are either supporting an end-user or attempting to troubleshoot an issue with the network.

4.3 Support and Ongoing Service

Viasat's operates a 24/7 help desk service, that is supported by English speaking, Texas based personnel specifically trained for Wi-Fi service and support of military personnel. Viasat will provide immediate Tier 1 support and a central location for all help desk items. Viasat trains Tier 1 Personnel (System Operator) to perform routine and preventive maintenance and to resolve simple warnings and alerts. Escalation protocols have been established to escalate to Tier 2 or Tier 3 support to local resources and subcontractors when on-site support is required service levels are impacted. The help desk will receive the ticket and reach out and confirm (by voice) that the alert has been received and that the appropriate personnel have been dispatched. Viasat maintains call center metrics at levels surpassing our competitors.

- Average hold times are less than 30 seconds

- 80% of calls are answered in 20 seconds or less
- Average call are less than 6 minutes long
- 95% of issues are resolved on the first call

Our help desk uses a specialized software calling system designed for call center environments. This calling system allows for custom call queues, customer specific Interactive Voice Response (IVRs) and detailed reporting. Viasat can also provide help desk to help desk hand-off of calls, incidents, and trouble tickets. Viasat will record all calls in the problem management system and extract data from the automated tracking system and submit an incident report to JBER Housing monthly.

- All managed in-house support services in United States
- Supports end-user issues through telephone and email communication
- Provides student and staff support for school and school districts
- Provides first layer troubleshooting support to IT Directors, IT staff, and appropriate stakeholders

4.3.2 Service Incident Reporting and Ticket Management

Viasat will provide 24/7 end-user support. Support to end-users includes:

- Viasat will proactively attempt to diagnose and correct problems through remote means.
- Corrective remote reboots in the event equipment is off-line for equipment supporting a Remote Power Control device.
- Electronic notifications will be provided if on-site assistance is required.
- Viasat will notify customer of equipment that has any trouble reported by an End
- User that may require an on-site visit.
- Viasat will monitor equipment to ensure it is on-line and operational.

Viasat will provide a toll-free number and email address for contacting the help desk. Viasat Help Desk assistance is available to customers 24 hours a day, 7 days a week. Incidents may be reported by Austin Parks personnel, members of the project team, and by Contractor staff on a 24/7/365 basis.

Viasat provides a ticket management system that will provide a central view of all outstanding break/fix tickets and their status. The Viasat system allows submission of tickets via phone or email. Information contained within the ticket management system shall be extracted and reformatted by Contractor into a formal report sent to Austin Parks monthly. Austin Parks will also be provided the capability, to review and pull similar information through TRACKOS.

The ticket management system provides extensive reporting capability which will forward e-mails to appropriate personnel upon closure. Viasat will work directly with the JBER Housing personnel to resolve the issue.

Notifications to Austin Parks from Viasat will include the following information:

- Name of individual sending the notification and contact information
- Viasat or Austin Parks ticket number or reference for the change/maintenance activity
- Severity/Priority
- Maintenance/Change Type

- Time activity is scheduled to start
- Estimated time of completion
- Scope of impact (or potentially impacted)

Project Roles and Responsibilities	
Team Viasat	City of Austin
Provide a landing page that features information about Austin's city parks as well as specified other topics such as City events, listings of recreation centers, museums, trails, etc.	Austin Parks will promptly inform our Call Center of any issues regarding network hardware or software.
Call Center available to the general public 365/24	
Call Center will monitor the network 365/24 to identify risks to the network and mitigate them.	
Maintain, repair and replace failed hardware or software within 24 hours	
Replace hardware prior to its OEM end of life.	
Assigned Account Manager (Todd Benjamin)	
Reports on demand pertaining to the operation of the Wi-Fi network system and analysis as needed.	

4.3.1 Detailed Five year Support and Maintenance Plan

For the term of the contract proposes to provide the following:

- A unique support toll free number with 24/7 support
- End users can also contact the help desk via email.
- A Texas call center staffed with approximately 50 customers service technicians.
- An Austin local subcontractor who will provide on-site technicians if needed.
- 80% of all calls offered answered in under 30 seconds
- Average handle time of under 7 minutes for calls
- First call resolution of 92% or higher

For monitoring of network Viasat proposes the following SLAs as an example. Viasat would work with Austin Parks to determine the best SLAs for them and the end users.

Severity 1 responsiveness

- 75% or more of the network is offline
- Same business day acknowledgement
- Average on-site response time: same or next business day

Severity 2 responsiveness

- 30-75% of the network is offline
- Same business day acknowledgement
- Average on-site response time: 1-2 business days

Severity 3 responsiveness

- Less than 30% of the network is offline
- Same or next business day acknowledgement
- Average on-site response time: 2-3 business days

Metric Reporting

Phone metrics (SLA/ASA/AHT) can be delivered by ViaSat via an automated report at any requested interval. Case metrics and categorization/trends (first call resolution/dispatch responsiveness) can be delivered via an automated Salesforce report and dashboard. Our customer service management will work with NARA to work through what we can provide and what NARA would like to see.

4.3.2 Subcontractor Roles and Accountability

Viasat will not be using any subcontractors on this contract.

4.3.3 System Roadmap

Viasat will follow the best of breed enterprise Wi-Fi system recommendations to upgrade the network when it is deemed necessary by Viasat and the city. As user devices evolve and change, so should the Wi-Fi network, so that the user experience continues to increase and become better. We also want to be careful to not deploy the latest technologies before the user devices have sufficiently caught-up or else some users may be excluded from the new technologies available. As these new network technologies develop, Viasat will stay abreast of the changes and update the city on a roadmap, and planned dates of upgrades, along with end-user education when necessary.

4.4 Network Management Platform

Viasat's proprietary management platform called TRACKOS™ is a centralized remote management, authentication, authorization, and accounting software that was originally developed for maintaining Public Internet access kiosks deployed by Viasat and its customers. TRACKOS allows administrators to generate detailed reports with the system, usage and accounting information that it collects and provides detailed graphs and breakdowns to assist analysis. The original TRACKOS platform was developed in 1997. Today it monitors and manages millions of globally deployed systems. To ensure that our customers have the best possible system, TRACKOS is continually updated to address emerging technologies and the input of our customers. Viasat will use TRACKOS to monitor and manage the Austin Parks network and prepare reports as needed.



Figure 10: TRACKOS has a robust and comprehensive set of reports for the monitoring and maintenance of Wi-Fi network.

4.4.1 TRACKOS Agility and Scalability

The TRACKOS solution resides on a collection of servers at the Viasat Network Operations Center (NOC). The functions of TRACKOS are distributed over several servers to help ensure reliability, scalability and the best possible responsiveness to our customers and end users. The servers are hosted at a secured site and have a redundant Internet connection through three Tier-one backbone providers. Data is warehoused on two database servers, the secondary server replicating off of the primary server. All systems are backed up nightly and tapes are stored in a secure offsite location. This system architecture and the TRACKOS software provide Austin Parks the agility, scalability and quality of service to the Wi-Fi end user and can provide that same quality of services for the full five year term of the contract.

4.4.2 TRACKOS Administrative Interface

TRACKOS, allows administrators or customers to configure, modify and maintain captive portal pages with just a few clicks, as well as check for network up/down status, usage reports, proximity analytics, insertion of sponsorships/advertising and more. Viasat monitors Wi-Fi network equipment and proactively diagnoses and corrects problem through remote means. We initiate remote reboots when possible and other dispatch technicians to make repairs.

The TRACKOS platform also provides the following functionality:

- End User Captive Portal
- Rate Planning Tool
- Web Content Filtering
- Third Party Advertising
- Media Access Control address Tracking
- Credit Card Processing
- Trouble Ticket Management
- SMS Authentication/ Campaign Management
- Promotion Code Tool
- Bandwidth Control & QOS parameters
- Third Party Roaming
- End user account management
- Network Operations Center Dashboard
- Reporting

4.4.3 TRACKOS Reporting

System management and monitoring allows Viasat and network operators to keep the network operational while offering the best possible service to the end users, but it does not provide all the information necessary for maintaining and growing a successful network. Reporting is the key to identifying long-term trends in system status, usage, and revenue. TRACKOS allows network owners the ability to present historical data in meaningful reports that can focus on specific attributes and time frames. The basic reporting options are covered below but are discussed in more detail in accompanying technical overviews.

Viasat's TRACKOS platform supports hundreds of millions of user connections monthly across our networks on military bases, corporate offices, retail and small business locations, municipal Wi-Fi, commercial airlines and residences around the world.

The platform's reporting functionality provides extensive reporting in all operational areas. Viasat and Sprint administrators use these reporting tools in various roles such as: customer service, accounting, management, etc. TRACKOS creates user type profiles for each type of access account desired. For example, a customer support user template is created to only give customer support agents access to the reports needed by those agents. The same holds true for accounting personnel, technicians, management and others. Every report in TRACKOS can be assigned to

a template on a standalone basis so that custom templates can be made to give each group of administrators exactly what they need to manage their portion of the service.

TRACKOS provides both detailed usage and summary usage reports. Usage information includes session start and end times, session duration, username, MAC address and the device on which the usage occurred. Usage can be viewed on a daily, weekly or monthly basis or across any custom date range desired.

Performance reporting is extensive in TRACKOS. The tool tracks the network's connection, wireless and User performance statistics. Furthermore, TRACKOS records and analyses, User connection rates, signal quality, signal strength, as well as transmit and receive errors for both the user's wireless connection to the network and the network's connection to the Internet. TRACKOS also monitors and reports on devices that are associated with the network but that are not actually users of the Wi-Fi service.

4.4.4 Revenue Reporting

TRACKOS includes multiple detailed revenue related reports on an individual building on a base or across the entire network of Austin Parks bases. These reports will show revenue by day, week, month or a specific date range along with type of rate plan. Revenue history can be viewed in TRACKOS at any time. In addition to revenue reporting, TRACKOS provides reporting on refunds and charge backs as discussed below. Reports are also available on users that have signed up for service. This can be particularly helpful in marketing efforts and efforts to identify typical user and use demographics.

The platform provides credit card authorization and settlement, and also maintains multiple credit card processing relationships. TRACKOS can be switched to a secondary processor for credit card authorization and settlement if the primary processor fails. This is another step taken by Viasat to ensure maximum uptime for users.

TRACKOS includes thresholds and alarms for suspicious charges and activity to alert support personnel if a transaction is outside of a predetermined normal range. TRACKOS includes a collection mechanism that will automatically attempt to collect user charges that are initially denied by the credit card processor. For example, if the charge to a monthly user's credit card is denied on any monthly billing attempt, TRACKOS will automatically place that account into collection status and attempt to collect on that account every day for the next 30 days. Once the charge is approved, the account is automatically changed back to active status. TRACKOS will send an e-mail notice to users with credit cards nearing their expiration dates asking the user to update their account information. These types of features have had a significant impact in the reduction of bad debt and customer service follow-up activities.

Viasat has the ability to charge credit cards in more than 100 different currencies allowing the network operator to offer service in virtually any country and bill end-users in their local currency.

TRACKOS also allows administrators to provide instant credits (refunds) for credit card transactions. An administrator can initiate a partial refund, but can't provide a refund for more than the initial amount charged, another fraud prevention feature. Administrators can also issue usage vouchers instead of refunds. TRACKOS maintains a record of all refunds and provides for reporting on these transactions.

Charge backs are also managed in TRACKOS. Once a user's transaction has been identified, it can be refunded or charged back. If a charge back needs to occur, there is a simple process to record the activity and the appropriate reporting will follow.

User credit cards can be blocked in TRACKOS. If there are certain users that abuse refunds or initiate frequent charge backs, that user's credit card can be blocked in TRACKOS so that the user is no longer able to use the service. One of the extensive reports that TRACKOS provides is the refund report, which shows the location the service was used, original transaction information, transaction amount, username, the person that performed the refund and comments about why the refund was performed.

In addition to credit card processing, TRACKOS also allows for prepaid billing, promotional usage and usage via integration with third-party billing systems. TRACKOS includes its own prepaid and promotional systems. These systems allow prepaid numbers to be created with an associated value and allow for promotional codes to be created with a predetermined time limit. These codes are configurable and can be customized by amount of time, number of sessions, number of devices allowed to be used, time of day usage can occur or any combination thereof. Viasat also has a discount code system that allows for a configurable discount on the purchase of rate plans.

There are a variety of reports related to the usage and available balances remaining on these prepaid and promotional codes. TRACKOS also has the ability to integrate with other billing systems to authenticate users or exchange billing and rating information.

TAB 5 – Functional and Technical Requirements

5.0 Functional Requirements

Due to the size of the spreadsheets Austin Park's provided, Viasat's has provided its response in electronic format on a USB drive located in blue pouch in the front of the hardcopy binder.

5.1 Technical Requirements

Due to the size of the spreadsheets Austin Park's provided, Viasat's has provided its response in electronic format on a USB drive located in blue pouch in the front of the hardcopy binder.

5.2 Gap Analysis of Functional and Technical Requirements

American Park Network and Viasat confirm that there is neither a functional or technical gap between what has been requested in this RFP and that which we are planning to deliver.

Appendix A – RFP Addenda

Viasat has attached Addenda 1 -3 as requested.



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 5600 ELF0303

DATE ISSUED: January 08, 2018

REQUISITION NO.: RQM 8600 17080100676

COMMODITY CODE: 20464, 95944, 9155189

COMMODITY/SERVICE DESCRIPTION: Public WiFi Network Solution in Park Areas

NON-MANDATORY PRE-PROPOSAL CONFERENCE TIME AND DATE: January 22, 2018, 10am, Local Time

PRE-PROPOSAL LOCATION: Austin Parks Department Main Office, 200 S. Lamar Blvd, Austin, TX 78704

A Call-in bridge has been established for those that cannot attend the Pre-Proposal Conference in person. The bridge information is as follows:

CALL-IN NUMBER: 512-974-6721

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

Elisa Folco
Procurement Specialist IV

Phone: (512) 974-1421

E-Mail: Elisa.Folco@austintexas.gov

PROPOSAL DUE PRIOR TO: 02/06/18, 2:00 pm, Local Time

PROPOSAL OPENING TIME AND DATE: 02/06/18, 3:00 pm, Local Time

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the names of respondents will be read aloud

For information on how to attend the Solicitation Closing online, please select this link:

<http://www.austintexas.gov/department/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 5600 ELF0303	Purchasing Office-Response Enclosed for Solicitation # RFP 5600 ELF0303
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL PAPER COPY AND 6 ELECTRONIC COPIES ON 6 SEPARATE FLASH DRIVES OF YOUR PROPOSAL

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	15
0500	SCOPE OF WORK	10
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	7
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0615	EXCEPTIONS	1
0800	NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION–Complete and return	2
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete and Return	1
0840	SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE – Complete and return	1

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of

the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

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

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: _____

Company Address: _____

City, State, Zip: _____

Federal Tax ID No. _____

Printed Name of Officer or Authorized Representative: _____

Title: _____

Signature of Officer or Authorized Representative: _____

Date: _____

Email Address: _____

Phone Number: _____

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION**

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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

**City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

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.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

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 and non-retaliation 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 THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy 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 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, 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 payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this _____ day of _____, _____

CONTRACTOR	_____
Authorized Signature	_____
Title	_____

Section 0835: Non-Resident Bidder Provisions

Company Name _____

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: _____

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

**CITY OF AUSTIN
PURCHASING OFFICE
EXCEPTIONS**

Section 0615

Solicitation Number: RFP 5600 ELF0303

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. Copies of this form may be utilized if additional pages are needed.

Proposers who comply with or who are most responsive to accepting the City's Standard Purchasing Terms and Conditions and Commercial and Legal Contract Requirements will receive consideration for evaluations from the City's evaluation team in determining points awarded for meeting criteria outlined in Section 0600 Proposal Preparation Instructions Evaluation Factors. Failure to agree to the standard contract terms may result in the City choosing to move forward with an award of a contract to the next best Offeror.

The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Indicate:

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

Page Number

Section Number

Section Description

Alternate Language:

Justification:

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
[OFFEROR NAME]

Additional Solicitation Instructions.

1. **Certification(s).** Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.

- ☐ **HUB/SV.** Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
State Vendor ID (VID)	[13-digit VID]
HUB/SV Issue Date	[MM/DD/YYYY]
HUB/SV Expiration Date	[MM/DD/YYYY]

- ☐ **HUB/OTHER + Federal SDVOSB.** Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB).

Texas State HUB/OTHER Certification	
State Vendor ID (VID)	[13-digit VID]
HUB Eligibility Category	[HUB Eligibility Category]
HUB Issue Date	[MM/DD/YYYY]
HUB Expiration Date	[MM/DD/YYYY]

Federal SDVOSB Verification	
DUNS	[9-digit DUNS]
SDVOSB Issue Date	[MM/DD/YYYY]
SDVOSB Expiration Date	[MM/DD/YYYY]

2. **Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
3. **Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
4. **Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
5. **Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

SCOPE OF WORK

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1.0 INTRODUCTION

1.1 Purpose

The City of Austin (City) Parks & Recreation Department (PARC) seeks a single vendor to provide a turn-key public WiFi network solution within selected park areas at no cost to the City. This solution will provide for the design, installation, operation and maintenance of a commercial grade WiFi system in open parkland.

As the City strives to be the best managed City in the country, a principle goal is to provide its citizens and visitors with easy and reliable access to the internet for the use of web-based applications and technologies that will strongly enforce the City vision of becoming a transparent leader in citizen engagement.

1.2 Goals and Objectives

The City seeks a turnkey solution that provides visitors to certain locations within City parks with ready access to a reliable, consistent and easy-to-use connection to the internet.

Business Objectives

- To provide consistent and reliable free access to the internet via a WiFi network to all visitors to specific public areas within the parks system that is maintained at no additional charge to the City.

Technology Objectives

- To install commercial grade, remotely maintainable WiFi network equipment at three designated park areas and be maintained at no cost to the City. This system will provide 99.5% system up-time.

1.3 Vendor Minimum Qualifications

The following minimum requirements are the basis for determining the eligibility of the Vendor.

- a. Vendor shall be experienced in the installation, operation and management of public WiFi network systems for the last five consecutive years (from at least January 1, 2012 to present). Specifically each such WiFi network operation shall at a minimum:
 - be available to the general public 365 days per year, 24 hours a day;
 - provide free access to the internet;
 - be installed, operated and maintained at no cost to the City; and
 - be monitored 365 days per year, 24 hours per day.

- b. Within the past five years (from at least January 1, 2012 to present), Vendor exhibits experience of continuous operation and management of a WiFi network system.
- c. Vendor shall have experience in the remote operation, management and support of a modern WiFi network System

2.0 DESCRIPTION OF CURRENT STATE

2.1 WiFi in the Parks Today

WiFi connectivity within City parks is currently restricted to a small area at the eastern tip of the Zilker Park Great Lawn and spotty coverage around the Both House at Barton Springs Pool. The eastern end of Auditorium Shores had WiFi coverage until 2015 when a major overhaul of the park brought the system down. PARD also has WiFi in most of its recreation and senior centers as well as in several museums and other facilities.

The Parks and Recreation Department has a goal to provide free internet access to the public in the park system. However, with limited budgets, this goal is a challenge. Through research, staff has found other communities throughout the United States that have been successful in finding partners who are interested in providing free public WiFi at limited locations within their communities.

Park professionals have found that park patrons enjoy the use of the internet to enjoy games, social media, sharing their experiences in the park with others and/or interacting with nature with the use of the internet. The department can also provide links to programs, ticket information and advise the public of certain issues associated with the park. For example, provide reminders of certain park rules.

3.0 PROJECT SCOPE

3.1 WiFi in the Parks – General Requirements

Operations - Vendor shall:

- Design WiFi networks to serve the public in designated open parkland areas
- Install WiFi access points unobtrusively into designated park areas
- Connect the system access points to a specified internet service provider (ISP). ISP will be provided by City.
- Upon establishing a connection, provide a landing page that features information about Austin's city parks as well as specified other topics (such as City events, listings of recreation centers, museums, etc.) and organizations (such as Parks Foundation, Trails Foundation, etc.).
- Monitor all WiFi access points 365 days a year, 24 hours per day
- Maintain, repair or replace failed hardware or software within 24 hours of failure
- Proactively replace hardware prior to it reaching the end of its life
- Keep all software updated to its latest version – including hardware firmware
- Monitor and report on WiFi traffic at each and every site. Monitoring should be continuous and reports should be provided on demand.

3.2 City's Responsibilities

The City will be responsible for the following:

- a. Internet Service Provider connection at each WiFi network site.
- b. Electric connections for all access points throughout the system in the designated parks.
- c. Project Manager

3.3 Vendor's Responsibilities

The Vendor shall be responsible for the following:

- a. All system design, hardware and software installation, programming, performance tuning, training, documentation and implementation required for the system. If third-party software is required, Vendor shall assume full responsibility for its inclusion in this solution.
- b. Comply with all local, state and federal laws and regulations applicable to the work performed, even if said laws and regulations are not identified herein. (The Vendor is responsible in whole, and on behalf of Vendor's sub-contractors.)
- c. Provide qualified experienced project manager (Project Management Professional certification preferred, subject to approval by the City, approval not unreasonably

- withheld) and staff to work and coordinate with the City's Contract Manager and City staff on all project activities without interrupting normal park operations for the City of Austin Parks & Recreation Department, within 60 days of contract award.
- d. All technical documents for the proposed system and its components. These documents shall include administrator and end user manuals about product installation and maintenance. System documentation should be provided within 10 days of "go live".
 - e. Provide monitoring and support services for the – System (define) upon installation.
 - f. Assist in the development of a System Acceptance Test Plan, in addition to performance testing of the entire system. During testing, the Vendor shall be available for assistance and correction of any error detected. Testing shall be successfully performed before the City approves the final sign-off for the acceptance of the system.
 - g. Be available via a toll-free number for technical support and problem resolution during normal business hours (8:00 a.m. - 5:00 p.m. CST, Monday through Friday). A customer support toll-free number should be available to the City, public, advertisers, etc. (all concerned parties).
 - h. Respond to all problem requests received once the system is in production. An initial response shall be provided within two (2) hours of City notification in writing, critical problems shall be addressed and resolved within twenty-four (24) hours of receipt of written notification, with all other production problems addressed and resolved within forty-eight (48) hours of written problem notification by City and Public.
 - i. Specify proposed demarcation of responsibilities between the City and the Vendor during system installation, testing, warranty, and maintenance.
 - j. Identify potential risks associated with this project and take all steps necessary to mitigate risks, whether financial or otherwise.
 - k. Within 10 days of System installation Vendor shall provide the following system documentation:
 1. One (1) complete set of maintenance and operations manuals for each category of software or equipment purchased in association with this project
 2. Manuals for all software applications, hardware, and hardware configurations for users and administrators

Marketing:

Develop and submit any proposed Marketing Plan(s) associated with the deployment or operation of the WiFi system on City parkland. These plans shall include at a minimum:

- On-site signage
- Sponsor advertising
- Product or event notices

- Marketing objectives
- Market research data
- Target audience(s) for each advertisement
- Proposed campaigns for each WiFi site
- Listing of campaign elements, such as ads, print pieces, E-marketing, TV commercial, and banners
- Customer feedback process to routinely gauge the effectiveness of the WiFi connectivity in the parks
- Evaluation methodology (methodology used to evaluate market research)

Reports:

- The Vendor shall provide reports on demand pertaining to the operation of the WiFi network system. Vendor will also provide usage analysis when requested.

4.0 REQUIREMENTS INFORMATION

The City has made a good faith effort to identify the minimum functional and technical requirements of the entire system. However, it is expected that the Vendor shall work with the City to review and refine the City requirements, as needed. The Vendor shall conduct a thorough gap-analysis between the City functional and technical requirements and the system technologies proposed. Using the gap-analysis results, the Vendor and the City shall review and consult to identify deficiencies. The Vendor shall be responsible for making any required modifications or customizations to the system, subject to approval by the City.

4.1 Requirements Area Definition

- a. Requirements are grouped into three areas:
 1. **Business Requirements:** Those requirements that conform to the Strategic Plan of the Parks Department and best serve the daily business operation.
 2. **Functional Requirements:** These requirements describe product features and functionality thought to benefit end users.
 3. **Technical Requirements:** Developed by the City's Communication and Technology Management and Enterprise Architecture staff, these requirements describe the technical specifications to support the Functional Requirements and the constraints for security and networking.

5.0 APPENDIX A – BUSINESS, FUNCTIONAL & TECHNICAL REQUIREMENTS

5.1 Business Requirements

- A WiFi network providing access to the internet for all users within range of designated city parks
- An easy to access and use connection process
- Consistent and reliable access to the internet once a connection has been established
- Upon termination of the contract all installed WiFi network equipment will revert to City ownership
- Advertising provided by vendor must be approved by City

5.2 Functional Requirements

- Vendor to conduct Site assessment and mapping to determine network design and placement of Wi-Fi equipment.
- Vendor should install all Wi-Fi equipment.
- Wi-Fi services should be made available to all park visitors at no cost, without any time restrictions and with uniform terms of service for all users.
- Vendor should offer 24/7 cloud monitoring of Wi-Fi network.
- Vendor should affect timely repairs at no cost to the City any time the Wi-Fi network is in need of repairs or replacement parts.
- Vendor should replace WiFi network equipment as it reaches its “end of life” to ensure consistent and reliable service
- Vendor should be responsible for the implementation of a captive portal (i.e. user interface), which will require users to first agree to standard terms and conditions.
- Vendor should have meaningful experience working with parks departments or governmental entities
- Vendor should work with PARD to develop content and engagement for the landing screen that will promote the parks and educate visitors.
- Vendor should collaborate with PARD to develop appropriate signage that is compliant with related City of Austin regulations.
- Vendor should provide general user data at no cost to the City for operational analysis and planning purposes.
- Vendor should work collaboratively with the City to develop sponsorship program opportunities that may be aligned with the Wi-Fi services.
- Vendor should seek sponsors as is necessary to fund the system. City shall review and approve proposed sponsors.

5.3 Technical Requirements

- Vendor should provide all necessary commercial-grade, Wi-Fi equipment (including all related connectors) for agreed-upon network design.
- Vendor should provide Connection Throttling – each individual user connection will be restricted to (20Mbps) throughput to provide uniform access across a broad spectrum of users
- Vendor should provide upgraded equipment prior to the equipment reaching end of life
- Vendor should be responsible for all maintenance related to the system

**CITY OF AUSTIN
PURCHASING OFFICE SUPPLEMENTAL
PURCHASE PROVISIONS**

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to Elisa Folco at Elisa.Folco@austintexas.gov no later than 12:00 noon Monday, January 29th, 2018.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. 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 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the 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.
- iii. 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.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **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.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **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 Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

**CITY OF AUSTIN
PURCHASING OFFICE SUPPLEMENTAL
PURCHASE PROVISIONS**

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **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.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

iv. **Professional Liability/Technology Errors and Omissions 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, omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Contract. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Agreement 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.

v. **Cyber Liability Insurance:** Coverage of not less than \$2,000,000 each claim and \$4,000,000 annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3) invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

- C. **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.

3. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of 60 months. The Contract may be extended beyond the initial term for up to 1 additional 60 month period at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
- B. Upon expiration of the initial term or any 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 for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.

**CITY OF AUSTIN
PURCHASING OFFICE SUPPLEMENTAL
PURCHASE PROVISIONS**

- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
5. **DELIVERY REQUIREMENTS:**
- A. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Parks and Recreation
Attn:	Accounts Payable
Address	200 S. Lamar
City, State Zip Code	Austin, TX 78704

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.
7. **RESTOCKING FEES:**
- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.
8. **MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE:**
- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must

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submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.

- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

9. RECYCLED PRODUCTS:

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/> .
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

10. WORKPLACE CONDITIONS CODE ("CODE"):

- A. The Austin City Council adopted Ordinance No. 20070621-152 on June 21, 2007, enacting the Workplace Conditions Code. The policy defined in this code applies to the procurement and laundering of apparel in City contracts exceeding \$5,000. Procurement includes contracts, purchases, rentals, leases, or allowances and voucher programs. Apparel refers to all garments or items of clothing any part of which is a textile produced by weaving, knitting or felting; and all shoes and other footwear as well as corresponding accessories.
- B. In this code:
 - i. Contract means an agreement to procure equipment, goods, materials or supplies for an amount exceeding \$5,000 to be purchased or provided at the expense of the City, and shall be construed to incorporate the definition of Contract in the City's Standard Purchase Definitions.
 - ii. Vendor means a person, partnership, corporation, or other entity that has a current procurement relationship, that is entering into a Contract with the City for the performance of all or some of the work included in the scope of services for the City, or is submitting an Offer to provide products or services to the City.
 - iii. Worker means:
 - (1) any employee of a Vendor who contributes to the provisions of goods to the City under a contract, including but not limited to any manufacturing or assembling of goods;
 - (2) any individual who may be required or directed by any employers, in consideration of direct or indirect gain or profit, to engage in any employment, or to go to work or be at any time in any place of employment; and
 - (3) includes individuals whose work is permanent or temporary, on a full-time or part-time basis, as a contractor or payroll employee.

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- C. **Prohibition of Sweatshop Conditions:** A vendor who engages in or submits Offers for City contracts shall comply with the requirements in each subsection and may not supply goods or services to fulfill a City Contract except as provided below. These requirements shall be known as the Workplace Conditions Code.
- D. **Compliance with All Laws:** A Vendor shall comply with all federal, state, and local laws and workplace regulations, including those regarding benefits, workplace health and environmental safety, freedom of association, and the fundamental conventions of the International Labor Organization, including those regarding forced and child labor and freedom of association.
- E. **Harassment and Abuse:** A Vendor shall not engage in behavior that harasses or abuses a worker in a physical, sexual, psychological, or verbal manner. Nor shall a Vendor use corporal punishment in its employment practices.
- F. **Discrimination:** A Vendor shall not engage in discriminatory employment practices, as defined in Title 5 of the City Code, on the basis of gender, race, religion, age, disability, sexual orientation, nationality, political opinion, or social or ethnic origin in hiring, salary, benefits, advancement, disciplinary action, termination, or retirement. A Vendor shall not require pregnancy tests as a condition of employment nor demand pregnancy tests of employees. Women workers shall receive equal treatment and remuneration, including pay, benefits, and the opportunity to fill a position that is open to a male worker.
- G. **Exposure to Toxins:** A Vendor shall not expose a worker to toxic chemicals that may endanger a worker's health. A Vendor shall take appropriate measures to safeguard workers when any aspect of work requires exposure to any toxic chemical. If a federal, state, or local occupational safety or health law or regulation applies to the workplace condition, compliance with such a law or regulation is not a violation of this subsection.
- H. **Wages:** A Vendor shall pay wages that comply with the Living Wages Provision contained in this Solicitation.
- I. **Wage and Hour Records:** Vendors shall maintain verifiable wage and hour records for each production worker, employee or independent contractor.
- J. **Working Hours:** A vendor shall not require hourly and quota-based employees to work more than 48 hours per week or the limits on regular hours allowed by the law of the country of manufacture, whichever is lower. In addition, Vendors shall provide a worker with days off, as provided by applicable labor law.
- K. **Overtime Compensation:** A vendor shall not require a worker to work overtime hours unless the worker is paid at a rate of at least one-and-one-half their regular hourly compensation rate as provided by the federal Fair Labor Standards Act.
- L. **Termination:** A vendor shall provide for a mediation or grievance process to resolve workplace disputes if required by federal law.
- M. **Closure to Avoid Compliance:** A vendor may not close or reduce orders for a production facility:
- i. as a punitive measure against workers for exercising their right to freedom of association; or
 - ii. to avoid its responsibility to take corrective action after there has been a determination that there was a violation of the Workplace Conditions Code.
- N. **Vendor Recordkeeping Requirements:**
- i. Each City contract shall include the contractor's agreement to comply with the requirements of this Code and shall incorporate this Code by reference.
 - ii. For every Offer or Contract for production of goods or provision of services covered by this policy, each Offeror or Contractor shall submit to the City the following:

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- (1) An affidavit setting forth the following information (**see the Workplace Conditions Affidavit included in the Solicitation**):
 - (a) The country of production and names, physical addresses and phone numbers of each facility involved in the production of goods or provision of services covered by this policy, which shall be updated to show any changes in Subcontractors or facilities during the term of the Contract; and
 - (b) An initial copy of each facility's standard payroll records, including the minimum base hourly wage of non-supervisory production employees, percent of wage level paid as health benefit, other benefits, regular deductions from paychecks, normal working hours per day and week, actual working hours per day and week, and overtime policy if any.
 - (2) An agreement in which the Contractor commits to the following:
 - (a) That the Contractor and each proposed supplier or Subcontractor will adhere to the Workplace Conditions Code;
 - (b) That a copy of this Code has been furnished to each of the Contractor's suppliers or Subcontractors; and
 - (c) That the Contractor has required each supplier to post a copy of this Code, including a procedure for filing complaints, in a location that is visible, obvious, and accessible in the workplace and translated into the each worker's first language; and
 - (3) A description of any claims or legal actions related to discrimination or worker wages, hours, or working conditions filed against the Contractor in any local, state, or federal administrative agency or court in the preceding five years; and
 - (4) Any other information deemed necessary by the City for the administration and enforcement of this policy.
- iii. Each Contractor shall retain the documents described in Subsection (N) for a period of three (3) years after the date that the City contract is terminated.
 - iv. Each Contractor shall maintain regular payroll records and make such records available to the City or its agents upon the City's request. If the City makes a request under this subsection for the Contractor's payroll records, the Contractor shall also produce the payroll records of its Subcontractors or suppliers to the City or its agents. The City may make such a request directly to a Subcontractor who shall be required to submit such records directly to the City or its agents on request. If requested by the City or its agents, all payroll records shall be accompanied by a statement signed by the Contractor, stating that the records are complete and accurate.
 - v. During each year of the term of a Contract, the City or its agents may request a written assurance from the Contractor and each of its Subcontractors that the Contractor and its Subcontractors and suppliers are in compliance with this Code. The Contractor shall provide the written assurance within the time period specified by the City or its agents, which shall not be less than fourteen (14) calendar days from the receipt of the request. A written assurance containing false or inaccurate information constitutes a breach of Contract.
 - vi. All records required to be maintained by this Code shall at all times be open to inspection and examination of the duly authorized officers and agents of the City.
- O. **Compliance; Verification:** Each Contractor shall cooperate fully with an investigation by the City or its agents. An investigation may include random site inspections of any worksite on which all or a portion of the Contract is performed, access to workers to discuss compliance with this Code, and access to any record required to be maintained by this Code.
- P. **Enforcement; Penalties:**
- i. **Complaints:** Any person may complain of a violation of this Code. The City, including its agent designated for this purpose, shall receive and investigate complaints.
 - ii. **Requests for Information:** Upon receiving a complaint alleging noncompliance with this Code, the City shall contact the Contractor in a timely manner, by certified letter, that the Contractor or its Subcontractor is the subject of the complaint. The City shall describe the alleged violation and the requirements for responding to the notice. The Contractor must respond in a timely manner with evidence that the violation did not occur, or if it did, a detailed plan for corrective action.
 - iii. **Access to Production and Distribution Facilities:** For administration and enforcement purposes, a City Contractor shall provide the City with immediate access to a facility or operation

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that is the subject of a complaint in order to inspect the facility or its operations and records, or to interview workers.

- iv. **Independent Audit:** If the City is unable to verify compliance, it may require an independent audit at the expense of the Contractor, followed by a public report verifying either that the violation did not occur, or in the event that a violation did occur, that corrective action has or has not been effective.
- v. **Remediation:** On a finding that a violation of this Code has occurred at a Contractor's production facility, the City and the Contractor shall meet to consult to develop to a remediation plan, of which the City shall have right of approval as set forth in the City's Standard Purchase Terms and Conditions. Corrective action shall include all steps necessary to correct the violations, including:
 - (1) providing prompt notice to workers in the first language of each worker of the remediation plan and the prescribed corrective actions;
 - (2) paying back wages to workers who worked to manufacture products or services supplied to the City; or
 - (3) re-instating a worker who has been dismissed in violation of the law.
- vi. **Training On Workplace Conditions:** At a facility or operation of a Contractor determined to be in violation of this Code, the Contractor shall provide workplace rights training for workers and best practices training for supervisory and management staff. The Contractor shall bear the expense of the training. Upon the City's request, the Contractor shall submit its training materials to the City for its review and approval before distribution to supervisors, managers, and employees.
- vii. **Summary of Corrective Actions:** The City may require that a Contractor provide a written summary of the steps taken to remedy noncompliance with this code. The summary may include any difficulties encountered in attempting to correct noncompliance. The Contractor shall provide the written summary within the time period specified by the City.
- viii. **Sanctions:** The City may impose sanctions if a Contractor knowingly provides misinformation or falsified information to the City or if a Contractor refuses to remedy a violation of this Code in a timely manner. Sanctions may include termination of the Contract for cause due to breach of contract, termination of a Contract without notice, financial penalties, debarment from eligibility to submit Offers on City Contracts, or suspending the Contractor's ability to submit Offers on City Contracts for a period to be determined by the City Manager.
- ix. **Debarment and Suspension:** In the event that a Contractor is debarred, the City Purchasing Officer will remove the Contractor from the City's Vendor List. In the event of suspension, the Purchasing Officer will remove the Contractor from the list for the period specified in the non-compliance sanction.
- x. **Protest:** A Contractor may protest findings, sanctions, penalties, suspension or debarment under this Code as prescribed in the City's Solicitation (see Protest Procedures in Section 0200 of the Solicitation).

11. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person

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during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

12. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

13. INTERLOCAL PURCHASING AGREEMENTS: (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

14. BUY AMERICAN ACT – SUPPLIES: (applicable to certain Contracts with Federal funding).

- A. In accordance with applicable Federal Regulations, the City is restricted from purchasing supplies that are not domestic end products, for use within the United States. Offerors shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the Buy American Act Certificate. (See Section 0300, paragraph 55 for additional guidelines).
- B. Offerors shall sign and return with their Offer, the **Buy American Act Certificate** included in the Solicitation.

15. WORKING ON OR NEAR ENERGIZED EQUIPMENT – ARC FLASH PROTECTION (reference Section 0300 Paragraph 11. Compliance With Health, Safety, and Environmental Regulations): Contractor's employees shall wear at all times the proper personal protective equipment and clothing required for the head, face, torso, arms, hands, and lower body that provides a minimum Arc Thermal Protection Value (ATPV) of 12 calories per square centimeter (cal/cm²) when working on or near energized electrical equipment, or greater, if required by the NFPA Standard 70E and/or Article 410 of the NESC for the work being performed.

16. OWNERSHIP AND USE OF DELIVERABLES: The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **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

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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.

- B. **Copyrights:** As to any Deliverable containing copyrighted 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 36 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 work 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 Austin) 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-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.
- C. **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 obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. 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 arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
17. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Michael Strycharske

Michael.Strycharske@austintexas.gov

512-974-6786

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

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The following sections are hereby included:

Add the following definitions:

“Affiliate” means, including but not limited to, (i) City’s parent subsidiaries, partnerships, joint ventures, franchisees, assigns, business partners, contractors, subcontractors and consultants, controlling, controlled by or under common control of City as they may change from time to time and (ii) Users, as they may change from time to time.

“Amendment” means any written document executed by both Parties that modifies the terms of this Master Software as a Service Agreement, including referenced attachments.

“Authorized Persons” means the service provider’s employees, contractors, subcontractors or other agents who need to access the City’s personal data to enable the service provider to perform the services required.

“Change Order Request” means the written document provided by Client to Provider requesting changes to Provider’s obligations under this Agreement.

“Change Order Response” means the written document provided to Client by Provider in response to Client’s Change Order Request.

“City” means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

“City Data” means all data created, received, or in any way originating with the City, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the City, whether such data or output is stored on the City’s hardware, the service provider’s hardware or exists in any system owned, maintained or otherwise controlled by the City or by the service provider.

“City Identified Contact” means the person or persons designated in writing by the City to receive security incident or breach notification.

“Confidential Information” means all written or oral information, disclosed by either Party to the other, related to the operation of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential.

“Data Breach” means the unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a City’s unencrypted personal data.

“FACTA” means the **Fair and Accurate Credit Transaction Act**.

“Illicit Code” has the meaning set forth in 0300IT Paragraph 22.

“Personally Identifiable Health Information” means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual;

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or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.¹

“Non-Public Data” means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the City because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

“Non-subscription Services” means the services provided to Client by Provider under this Agreement that are not included in the definition of Subscription Services, Non-subscription Services shall include, but not be limited to, consulting, implementation, customization and other services provided to Client by Provider under this Agreement, together with all documentation provided by or otherwise required of Provider for any of the consulting, implementation, customization or other services it provides.

“Personal Data” means data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver’s license, passport), financial account information, including account number, credit or debit card numbers, or protected health information (PHI) relating to a person.

“Provider Information” means all techniques, algorithms and methods or rights thereto owned by or licensed to Provider during the term of this Agreement and employed by Providers in connection with the Subscription Services and the Non-subscription Services Provided to Client.

“Provider Software” means software that was developed or licensed to Provider independent of this Agreement and which Provider utilizes to provide the Subscription Services or the Non-subscription Services.

“Security Incident” means the potentially unauthorized access by non-authorized persons to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a City’s unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

“Service Level Agreement” (SLA) means a written agreement between both the City and the service provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.

“Service Levels” means the performance specifications for work performed by Provider under a SaaS Subscription Schedule or Statement of Work.

“Software-as-a-Service” (SaaS) means the capability provided to the City to use the provider’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.²

“SaaS Software Application” and **“SaaS Software”** mean the computer software listed on a SaaS Subscription Schedule to which Provider has granted Client access and use as part of the Subscription. This includes any customization, other derivative works, upgrades, releases, fixes, patches, etc. related to the software that Provider develops or deploys during the term of this Agreement, together with all documentation provided by or otherwise required of Provider for any of the software, customization, other derivative works, upgrades, releases, fixes, patches, etc.

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“SaaS Subscription Schedule” means the document, executed by both Parties that sets out the Parties’ rights and obligations with respect to Client’s access to and use of the SaaS Software Application.

“Statement/Scope of Work” means a written statement in a solicitation document or contract that describes the City’s service needs and expectations

“Subscription Services” means Client’s access to and use of and Provider’s provision of the SaaS Software Applications and other services listed on a SaaS Subscription Schedule and in accordance with the terms and conditions set forth in the SaaS Subscription Schedule.

“Third Party” means any natural person or legal entity other than Provider and Client.

“Transition Date” means the date upon which it is established to Client’s satisfaction that the SaaS Software Application is stable enough to support Client’s production processing.

“User” means Client’s employees, agents, consultants, outsourcing companies, contractors and others who are authorized by Client to access and use the SaaS Software Applications and any part or portion of the Subscription Services or non-Subscription Services in the performance of their duties for Client.

“User Information” means all information directly or indirectly obtained from Users accessing the SaaS Software Applications where such information is obtained by Provider or by any of its employees, representatives, agents or any Third Parties having contractual privity with Provider or who are under Provider’s supervision or control.

“Work Product” means, except for the Provider Information, all deliverable and other materials, products or modifications developed or prepared for Client by Provider under this Agreement, including without limitation, any integration software or other software, all data, program images and text viewable on the Internet, any HTML code relating thereto, or any program code, including program code created, developed or prepared by Provider under or in support of the performance of its obligations under this Agreement, including manuals, training materials and documentation, but excluding the Provider Software.

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18. SOFTWARE TERMS:

- A. In the event of termination of the contract, the service provider shall implement an orderly return of City data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of City data.
- B. During any period of service suspension, the service provider shall not take any action to intentionally erase any City data.
- C. In the event of termination of any services or agreement in its entirety, the service provider shall not take any action to intentionally erase any City data for a period of:

10 days after the effective date of termination, if the termination is in accordance with the contract period
30 days after the effective date of termination, if the termination is for convenience
60 days after the effective date of termination, if the termination is for cause. After such period, the service provider shall have no obligation to maintain or provide any City data and shall thereafter, unless legally prohibited, delete all City data in its systems or otherwise in its possession or under its control.
- D. The City shall be entitled to any post-termination assistance generally made available with respect to the services unless a unique data retrieval arrangement has been established as part of the SLA.

The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the City. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the City.
- E. Data Location: The service provider shall provide its services to the City and its end users solely from data centers in the U.S. Storage of City data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store City data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access City data remotely only as required to provide technical support. The service provider may provide technical user support only on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.
- F. Import and Export of Data: The City shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the City to import or export data to/from other service providers.
- G. Data Ownership: The City will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access City user accounts or City data, except

(1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract, or (4) at the City's written request.
- H. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of City information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of City information and comply with the following conditions:
 - 1. The service provider shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

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2. All data obtained by the service provider in the performance of this contract shall become and remain property of the City.
 3. All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of this contract.
 4. Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit. The City shall identify data it deems as non-public data to the service provider. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
 5. At no time shall any data or processes – that either belong to or are intended for the use of a City or its officers, agents or employees – be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the City.
 6. The service provider shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- I. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.
 - J. Security: The service provider shall disclose its non-proprietary security processes and technical limitations to the City such that adequate protection and flexibility can be attained between the City and the service provider. For example: virus checking and port sniffing – the City and the service provider shall understand each other's roles and responsibilities.
 - K. Security in Compliance with Chapter 521 of the Texas Business and Commerce Code: Service provider shall comply with all requirements under Chapter 521 of the Texas Business and Commerce Code, including but not limited to being responsible for a program that protects against the unlawful use or disclosure of personal information collected or maintained in the regular course of business. The program shall include policies and procedures for the implementation of administrative, technical, and physical safeguards, and shall also address appropriate corrective action for events of any security breach and proper methods of destroying records containing sensitive personal information.
 - L. Security Incident or Data Breach Notification: The service provider shall inform the City of any security incident or data breach.
 - M. Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the City should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
 - N. Security Incident Reporting Requirements: The service provider shall report a security incident to the appropriate City identified contact immediately as defined in the SLA.
 - O. Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed data breach that affects the security of any City content that is subject to applicable data breach notification law, the service provider shall (1) promptly notify the appropriate City identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.
 - P. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data withing the possession of control of service provider.

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- Q. The service provider, unless stipulated otherwise, shall immediately notify the appropriate City identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- R. The service provider, unless stipulated otherwise, shall promptly notify the appropriate City identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach. The service provider shall:
- (1) cooperate with the City as reasonably requested by the City to investigate and resolve the data breach,
 - (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive action taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- S. Unless otherwise stipulated, if a data breach is direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law; (3) a credit monitoring service required by state (or federal) law; (4) establishing a website or a toll-free number and call center for affected individuals required by state law – all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by service provider based on root cause; all [(1) through (5)] subject to this contract's limitation of liability.
- T. **Responsibilities and Uptime Guarantee:** The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the service provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
- U. **Web Services:** The service provider shall use Web services exclusively to interface with the City's data in near real time when possible.
- V. **Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data, unless the City approves the storage of personal data on a service provider portable device in order to accomplish work as defined in the statement of work.

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1. PROPOSAL FORMAT

Submit one original paper copy and six (6) electronic copies of the original response on six (6) separate flash drives in PDF format. The original response shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The response itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the response and include a Table of Contents:

Section 1

TAB 1 – Complete and submit the following documents:

1. Signed Offer Sheet
2. Section 0605 Local Business Presence Identification Form
3. Section 0615 Exceptions
4. Section 0800 Non-Discrimination and Non-Retaliation Certification
5. Section 0835 Non-Resident Bidder Provisions Form
6. Section 0840, Service – Disabled Veteran Business Enterprise Preference

TAB 2 – Complete and submit the following documents:

Provide an Executive Summary which gives in brief, concise terms, a summation of the proposal. The Executive Summary should include the following information:

- Summation of proposal
- Explanation of the suitability of service (10 pages or less)
- Statement of assumptions made

Proposals should be bound documents with sequentially numbered pages including a table of contents. The proposal itself shall be organized in the following format and informational sequence:

1. **Cover Letter:** On agency/organization letterhead, include contact person(s), mailing address, e-mail address, telephone number and fax number for individuals authorized to answer technical, price and/or contract questions.
2. **Table of Contents:** Table of contents with all pages sequentially numbered
3. **Business Organization:** Response should include the following:

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- i. Legal firm name, headquarters address, local office addresses if any, and state of incorporation.
- ii. Listing of principal officers of the company including name, title, and tenure.
- iii. Is your firm legally authorized, pursuant to the requirements of the Texas Statutes, to do business in the State of Texas?
- iv. List and describe all criminal proceedings or hearings concerning business related offenses in which your firm, its principals, officers, predecessor organization(s), or wholly owned subsidiaries were defendants.
- v. Has your firm ever failed to complete any work awarded to you? If so, where and why?
- vi. Has your firm ever been terminated from a contract? If so, where and why?

TAB 3 – Complete and submit the following documents:

1. Corporate Experience:

1.1 Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 2000. Supply the project title, year, project description including details and size to qualify as applicable to this project, detail if project was completed on time and budget as applicable, and include a contact name, title, e-mail address, present address, and phone number of principal person for whom prior projects were accomplished.

1.2 Describe the size, staffing, resources and financial capabilities in place to maintain competitive offerings.

1.3 Provide evidence of experience with projects of similar size, scope, and complexity.

1.4 Describe any special knowledge, facilities or personnel relevant to this RFP.

2. References

Provide a minimum of three (3) customer references, which have operated a fully functional system of similar scope and magnitude for at least one year preceding the issuance of this RFP. All client reference information must be supported and verified. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

The City may solicit from previous clients, or any available sources, relevant information concerning Proposer's record of past performance. Provide references to any sources in active use by the user community of the proposed solution.

References must include the following information:

- Name of Company
- Number of personnel
- Contact name – sponsor or IT Lead
- Contact address
- Contact telephone number
- Contact e-mail
- System description (hardware and software configuration, version number of software and network configuration)

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- Date of system installations

3. Personnel:

Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.

TAB 4 – Complete and submit the following documents:

CONCEPT AND SOLUTIONS

1. Project Management Structure

- 1.1 Describe the proposed methodology including how it will be used in this project. Provide evidence that this approach has resulted in successful projects in the past.
- 1.2 Provide an estimated schedule of work consistent with the requirements in this RFP. Describe the anticipated tasks, durations, milestones and resources required for each phase of the project schedule. Specify proposed demarcation of responsibilities between the City and the Vendor.
- 1.3 Describe the availability and skill level of resources for the project, and how resource time, work quality and priorities are managed.
- 1.4 Describe any communication strategies and best practices that would be employed as part of the solution implementation.

2. Implementation and Testing

- 2.1 Provide an implementation plan that details steps and timeframes required to implement specific products and services. Specify proposed demarcation of responsibilities between the City and the Vendor.
- 2.2 Describe the qualification and experience of personnel that may be deployed to the City's site.
- 2.3 Describe the specific On-Site implementation services that are offered. The City's preference is that these services are offered from local or regionally based locations.
- 2.4 Describe how the "go-live" will be executed and how affected stakeholders will be prepared for this transition, including knowledge transfer activities. Add any transition/cut-over plan and roll back recommendations that may be relevant to this project. Specify proposed demarcation of

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responsibilities between the City and the Vendor. The Plan should explicitly include those activities necessary to prepare City personnel for post-implementation roles.

- 2.5 Describe past “go-lives” that were completed successfully including any pertinent lessons learned and best practices.
- 2.6 Describe any and all marketing activities associated with the “go-live” transition.
- 2.7 Provide an explanation of your testing methodology. Explain how this approach will be used in this project. List and describe the tools to be utilized.
- 2.8 Provide samples of recent test plans or scripts that clearly show the process used for testing and system test results.
- 2.9 Provide a detailed test plan that describes how the system will be fully tested against agreed upon use cases, how results will be documented and managed, and how defects will be resolved. Include acceptance criteria or describe how acceptance criteria are established for all areas of testing. Address how testers are prepared for, and conduct: functional, regression, usability, and user acceptance testing. Specify proposed demarcation of responsibilities between the City and the Vendor.

3. Training and System Documentation

- 3.1 Describe the training environments and types of training provided to meet the objectives of the project. Specify proposed demarcation of responsibilities between the City and the Vendor.
- 3.2 Describe what kinds of training materials will be provided and how these can be modified for use by City staff to conduct user training. Provide sample of most recent training materials.
- 3.3 Describe the process that will be used to keep users up to speed on new features and system upgrades.
- 3.4 Describe the maintenance and operations documentation that would be delivered for each component of software or equipment in association with the solution.

4. Support and Ongoing Service

- 4.1 Describe the support model that is used to support the system. Specify proposed demarcation of responsibilities between the City and the Vendor. Provide a detailed list of the necessary resources and expertise, complete with personnel job descriptions, which shall be required for the City to maintain the system once implemented.
- 4.2 Provide a detailed five year support and maintenance plan including: methods of contact; support team availability; service levels; timeframes for supporting the system.
- 4.3 Describe the roles/responsibilities and accountability (i.e. Service Level Agreements) with any sub-contractors connected with the system, including its implementation and support.
- 4.4 Describe any planned releases and roadmaps associated with expanding or improving the system in the future.

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TAB 5 – Complete and submit the following documents:

FUNCTIONAL AND TECHNICAL REQUIREMENTS

1. Functional Requirements
Provide responses to the functional requirements in Appendix A
2. Technical Requirements:
Provide responses to the technical requirements in Appendix A
3. The City has made a good faith effort to identify the minimum functional and technical requirements of the entire system. The Vendor should conduct a thorough gap-analysis between the City functional and technical requirements and the system technologies proposed. Using the gap-analysis results, provide any defined refinements and deficiencies.

Section III

Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Proposal Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

Compliance: The Proposer agrees to compliance with terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

Service-Disabled Veteran Business Enterprise (“SDVBE”): Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposal shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

Section IV

EVALUATION FACTORS AND AWARD

- A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the

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Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

- B. **Evaluation Factors:** All Proposals will be evaluated based on the following criteria and rankings.
Maximum 100 points.

Evaluation Factor No.	Title	Maximum Point Value
1	Concept and Solutions <ul style="list-style-type: none"> • Project Management Structure • Implementation and Testing • Training and System Documentation • Support and Ongoing Service 	37
2	Functional Requirements	30
3	Technical Requirements	20
4	Local Business Presence	10
5	Service-Disabled Veteran Business Enterprise Preference	3

- (1) Concept and Solutions – (Maximum 37 points)

- I. Project Management Structure
- II. Implementation and Testing
- III. Training and System Documentation
- IV. Support and Ongoing Service

- (3) Functional Requirements Proposed (As per Section 0500, APPENDIX A Functional Requirements above) – (Maximum 30 points)

- (2) Technical Requirements Proposed (As per Section 0500, APPENDIX A Technical Requirements above) – (Maximum 20 points)

- (3) Local Business Presence – (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local business presence of 1% to 24%	2
No local presence	0

- (4) Service-Disabled Veteran Business Enterprise Preference – reference Section 0840 SDVBA Contractor Certification – (Maximum 3 points)

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C. Presentations, Demonstration, Interview - Optional

Presentations, Demonstrations or Interviews may be conducted at the discretion of the City. The City will score proposals based on the criteria listed above. The City may select a “short list” of Proposers based on those scores. Short listed Proposers may be invited for presentations, demonstrations or interviews with the City. The City reserves the right to negotiate the actual contract scope of work after submission and to rescore based on presentations, demonstrations or interviews.

Note: Using the evaluation criteria listed above, the Evaluation Committee will select the RFP submission that appears most favorable to the City.