

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

**DEPARTMENT:** Aviation

**AGENDA DATE:** March 30, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, City Engineer – Chief Operations and Transportation Officer,  
Aviation Director and City Engineer (915) 212-1845

**DISTRICT(S) AFFECTED:** Bruce D. Collins – Purchasing & Strategic Sourcing Director 915-212-1181  
All

**STRATEGIC GOAL: NO. 1:** Create an Environment Conducive to Strong, Sustainable Economic  
Development

The linkage to the Strategic Plan is subsection 1.4 Grow the core business of air transportation.

**SUBJECT:**

Discussion and action on the award of Solicitation No. 2020-512R Multi-User Flight Information Display System and Public Address System to SITA Information Networking Computing USA, Inc. This award consists of the replacement of the current Flight Information Display System (FIDS) and Public Address (PA) System for an estimated amount of \$1,186,703.41 plus a three (3) term for license and maintenance support for an estimated amount of \$245,317.13. The award also includes a two (2) year option for continued license and maintenance support for an estimated amount of \$205,682.24. The total value of the contract including the initial term plus a two (2)-year option is five (5) years for an estimated amount of \$1,637,702.78. The award of this contract will allow the visual and audio systems to be improved and therefore provide real-time updates to our passengers as well as information to help navigate through the airport.

**BACKGROUND / DISCUSSION:**

The current Flight information Display System (FIDS) and Public Address (PA) System in place at the El Paso International Airport includes software and equipment that have reached end-of-life and are in need of replacement. The new FIDS system software shall drive flight information, baggage information, baggage information, gate information, interactive wayfinding, directional wayfinding, general purpose and time information displays on updated monitors. A terminal wide voice paging system will replace the overhead public address core system and specified speakers throughout the facility.

**SELECTION SUMMARY:**

Solicitation was advertised on January 14, 2020 and January 21, 2019. The solicitation was posted on City website on January 14, 2020. The email (Purmail) notification was sent out on January 16, 2020. There were a total of sixty one (61) views online. Two (2) proposals were received; none local suppliers. An Inadequate Competition Survey was conducted.

**CONTRACT VARIANCE:**

No similar contract to compare.

**PROTEST**

There was no protest received for this requirement.

Protest received.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

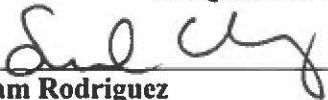
\$1,637,702.78 – Passenger Facility Charge and Airport Enterprise

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Sam Rodriguez  
Aviation Director

**COUNCIL PROJECT FORM  
(RFP)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **REGULAR** agenda for the Council Meeting of **March 30, 2021**.

**STRATEGIC GOAL: NO. 1 – Create an Environment Conducive to Strong, Sustainable Economic Development**

The linkage to the Strategic Plan is subsection 1.4 – Grow the core business of air transportation.

**Award Summary:**

Discussion and action on the award of Solicitation No. 2020-512R Multi-User Flight Information Display System and Public Address System to SITA Information Networking Computing USA, Inc. This award consists of the replacement of the current Flight Information Display System (FIDS) and Public Address (PA) System for an estimated amount of \$1,186,703.41 plus a three (3) term for license and maintenance support for an estimated amount of \$245,317.13. The award also includes a two (2) year option for continued license and maintenance support for an estimated amount of \$205,682.24. The total value of the contract including the initial term plus a two (2)-year option is five (5) years for an estimated amount of \$1,637,702.78. The award of this contract will allow the visual and audio systems to be improved and therefore provide real-time updates to our passengers as well as information to help navigate through the airport.

**Contract Variance:**

No similar contract to compare.

Department: Aviation  
Award to: SITA Information Networking Computing USA, Inc.  
Atlanta, GA  
System Replacement: \$1,186,703.41  
Replacement Term: 210 Consecutive Calendar Days

Maintenance and Support:  
Initial Term: 3 years  
Option: 2 Years  
Initial Term Estimated Award: \$ 245,317.13 (3 years)  
Option Term Estimated Award: \$ 205,682.24 (2 years)  
Total Estimated Award: \$ 450,999.37 (5 years)

Total Estimated Award: \$1,637,702.78 (Replacement & 5 years)  
Account No.: 562-3010-62335-580270  
562-3081-62335-580270  
Funding Source: Passenger Facility Charge and Airport Enterprise  
District(s): All

This is a Request for Proposal, service contract.

The Purchasing & Strategic Sourcing and the Aviation departments recommend award as indicated to SITA Information Networking Computing USA, Inc. the highest ranked proposers based on evaluation factors established for this procurement.

In addition, it is requested that the City Attorney's Office review and that the City Manager be authorized to execute any related contract documents necessary to effectuate this award. In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

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## City of El Paso Request for Proposals

PROJECT: 2020-512R Multi-User Flight Information Display System and Public Address System

	MAX POINTS	Amadeus Airport IT Americias, Inc.	SITA Information Networking Computing USA, Inc.
Factor A - Technical Proposal	25.00	21.67	23.33
Factor B - Experience and Reputation	30.00	11.06	23.72
Factor C - Price Proposal	25.00	17.55	25.00
Factor D - Presentation	20.00	15.67	20.00
<b>TOTAL SCORE</b>	<b>100.00</b>	<b>65.95</b>	<b>92.05</b>
	Rank	2	1



**CITY OF EL PASO  
REQUEST FOR PROPOSALS TABULATION FORM**



**Bid Opening Date: March 4 , 2020**

**Solicitation #: 2020-512R**

**Project Name: Multi-User Flight Information Display System and Address System**

**Department: El Paso International Airport**

<b>BIDDER'S NAME:</b>	<b>LOCATION:</b>	<b>AMENDMENT(S) ACKNOWLEDGED:</b>
<b>Amadeus Airport IT Americas, Inc.</b>	<b>Orlando, FL</b>	<b>Yes</b>
<b>SITA Information Networking Computing USA, Inc.</b>	<b>Atlanta, GA</b>	<b>Yes</b>
<b>RFPs SOLICITED: 4    LOCAL RFPs SOLICITED: 0    RFPs RECEIVED: 2    LOCAL RFPs RECEIVED: 0    NO BIDS: 0</b>		

**NOTE: The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.**

Approved:     /s/    

Date:   3/10/2020

## 2020-512R Bidder's List

1. Amadeus IT Group  
Contact Person – David Wurtz – Director Business Development  
Address - 3470 NW 82nd Avenue Suite 1000  
Miami, FL 33122
  
2. Collins Aerospace  
Contact Person – Sasta Verma - Regional Sales Director  
Address - 777 S. Flagler Drive ,Suite 1800  
West Palm Beach, FL 33401
  
3. SITA  
Contact Person –  
Address - 909 Lake Carolyn Blvd, Suite 700  
Irving, TX 75039 Dallas
  
4. ProDIGIQ  
Contact Person – Arpit Malaviya - CEO  
Address - 26500 W. AGOURA RD STE 102-796  
CALABASAS CA 91302-1952



**MAINTENANCE SERVICES AGREEMENT**

**BETWEEN**

**SITA INFORMATION NETWORKING COMPUTING USA  
INC.**

**AND**

**THE CITY OF EL PASO**

**1/19/2021**



## Maintenance Service Agreement

- 1.0 Summary** – Under this Agreement, software maintenance and on-going software services will be provided to City of El Paso for the El Paso International Airport by SITA for all software and hardware associated with the SITA Information Display System as well as the SITA Public Address System modules listed in Exhibit A. SITA supplies a complete solution for software maintenance and services. Initiated with a request from ELP, SITA responds with a customer service solution 24 hours a day, seven days a week. Service history is tracked in SITA’s Service Event Management System. This premium service covers all labor and parts associated with the repair of all inventoried hardware components under manufacturers’ warranties and all software modules of the designated systems under this Agreement.
- 2.0 Term** – This Agreement shall be in effect for a period of (36) months upon installation, testing and acceptance of the Multi-Use Flight Information Display System as contemplated in Solicitation 2020-512R and pursuant to the proposal received on March 4, 2020. Thereafter, the customer will have the option for one, two-year extension. The agreement shall remain in force unless either party provides written notice to the other party sixty (60) days in advance of the anniversary date.
- 3.0 Service Desk Support** – SITA’s Service Desk is fully staffed with trained, experienced Service Desk Analysts twenty-four (24) hours a day, seven (7) days a week.

### 3.1 Service Request Procedure

- 3.1.1 Single Point of Contact – Once a system problem is identified as a malfunction in the installed solution, ELP will be supported by SITA’s Level 1 Service Desk via the e-mail ([apps.support@sita.aero](mailto:apps.support@sita.aero)) or by calling the toll-free telephone number 1-866-588 0497, option 0 and ID:756
- 3.1.2 Initial Response - A Service Desk Analyst will contact the Caller by phone within the Service Level Agreement (SLA) prescribed timeframe as specified in Section 6.
- 3.1.3 Problem Resolution - A Service Desk Analyst will stay involved throughout the entire process and will serve as your main point of contact until the incident is resolved.

### 3.2 Service Call Tracking

- 3.2.1 Service Event Management System - Each call received by the Service Desk Analyst will be entered into SITA’s Service Desk database. Each call will be time-stamped as to when it was received, include a description of the incident, and the name and role of the person who reported the incident, the time of the occurrence, the affected products, the impact and how the issue is impacting the operations. The individual ticket will show who took the call, to whom the call was given and at what time he received it. When the ticket is closed, it will be time-stamped as to the time of closure, along with who closed the call and what corrective action was taken to correct the problem.

### 3.3 Escalation Process





- 3.3.1 Tier Escalation – SITA Tier Levels are as follows:
  - 3.3.1.1 Tier 1 – Service Desk
  - 3.3.1.2 Tier 2 – On Duty Service Desk Team Coordinator
  - 3.3.1.3 Tier 3 – Service Desk Operations Lead
  - 3.3.1.4 Tier 4 – Head of Service Desks
  - 3.3.1.5 Tier 5 – Head of Service Desk Operations
  - 3.3.1.6 Tier 6 – Vice-President Global Operations
- 3.3.2 Service Desk Escalation – The first point of contact is always the Service Desk Analyst. This allows SITA to follow a problem from start to finish and to keep adequate records of any problem that the airport may have. Many problems can easily be solved with direction from our Service Desk Analysts. If the Service Desk cannot resolve the problem within two (2) hours, the call will be escalated.
- 3.3.3 On Duty Service Desk Team Coordinator Escalation – Escalation occurs when diagnosis is not complete within four (4) hours of assignment or arrival on-site. At this point, the Software Support Manager or Service Manager will become involved in the call.
- 3.3.4 Priority 1 and Priority 2 Call Escalation – Escalation occurs when there is any Priority 1 or Priority 2 failure. In this case, the call would go directly from a Service Desk Analyst to the Service Desk Operations Lead.
- 3.3.5 Senior Management Escalation – Escalation occurs when the actual or estimated time of repair exceeds six (6) hours. In this case, the call would go directly from a Service Desk Analyst to Tier 4 – 6 depending upon the associated impact of the incident.

**4.0 On-Going Service** – SITA provides a superior customer experience by warranting all work and by providing on-going service on the system to keep the system performing at an exceptional level.

**4.1 Preventative Maintenance**

- 4.1.1 Equipment Preventative Maintenance (PM) – SITA provides PM services for all hardware covered under this Agreement. PM includes verification of all cable connectors on workstations, servers, and other installed equipment and cleaning display screens. A complete system P.M. will be performed annually on equipment covered under this Agreement.
- 4.1.2 Software Preventative Maintenance – PM includes tested and approved program enhancements, patches, and upgrades to the current point release of all software on the current ELP Software Systems without impact to normal operations.



## 4.2 On-Going Maintenance Service

- 4.2.1 Equipment Corrective Maintenance (CM) – SITA provides corrective maintenance and repair services for all hardware covered under this Agreement. CM and repair service include remote diagnosis, depot warranty support, labor, and replacement parts for failed components.
- 4.2.2 Software Support – SITA provides CM on the computer-based equipment that runs or provides display and/or public address services. CM includes diagnosis of system software and software failures, recovery of system failures, and recovery of database failures from backup files provided by ELP
- 4.2.3 Maintenance Fees – Recurring fees will be based upon the current site inventory as addressed with Exhibit A.

## 5.0 Service Response Definition – SITA provides on-going services to maintain the software and hardware under this Agreement in an operational state and minimize downtime. SITA will its service requests using the following priorities:

**5.1 Priority 1: Critical Impact:** A system failure where any of the key components are inoperative to the extent the system cannot function in a normal manner. The services shall include: the furnishing of components, parts or software changes – required to replace malfunctioning system elements.

**5.2 Priority 2: Serious Business Impact:** Loss of, or deterioration of service that has an impact on the business and there is no alternative available. Loss of a non-critical service. Incident **impacts** multiple customers or gateways to partner networks.

5.2.1 Priority 1 and Priority 2 failures include the following:

- a) The FIDS server(s) is inoperative for more than two (2) days
- b) Two (2) or more of the FIDS monitor banks are inoperative
- c) The Digital Paging System server(s) is inoperative for more than two (2) hours.
- d) Three or more Paging Stations are inoperative.
- e) A mixer and amplifier outages affecting an entire Public Address zone.
- f) The fourth (4th) occurrence or greater of the same system failure in a thirty (30) day period

**5.3 Priority 3: Impact on Business Efficiency:** Users' ability to do their job is impaired. Failure of a system or component but alternative available at customer location. Incident **impacts** a single user or customer location. Workaround is available.

## 6.0 Service Level Agreement – SITA will provide a timely response to service requests for ELP on all software and hardware components covered under this Agreement. Service response times are unique for the categories of preventative and Priority 1, 2 and 3 incidents.

## 6.1 Maintenance Response and Completion

- 6.1.1 Preventative Maintenance (PM) – SITA will schedule and complete PM's for all components of the deployed systems under this Agreement on an annual basis. SITA will conduct the PM's in a manner to least impact the normal operation of the system. During these PM's, SITA will verify the accuracy of the equipment inventory as contained within Exhibit A for that location.
- 6.1.2 Priority 1 / 2 Response – SITA will provide telephone support twenty-four (24) hours per day, seven (7) days a week. Telephone support will be provided within SLA prescribed timeframe upon receipt of the request.
- 6.1.3 Priority 3 Response – SITA will provide telephone support twenty-four (24) hours per day, seven (7) days a week. Telephone support will be provided within the SLA prescribed timeframe upon receipt of the request.

## 6.2 Service Level Performance (SLA)

- 6.2.1 SLA Performance Metric – SITA will adhere to the above response and restore times to an eighty-five percent (85%) expected performance level.

**7.0 Software Support** – SITA will provide software support to the entire software suite. Software support includes on-going operational services to the installed base as well as any software point releases of the installed base.

### 7.1 Software Releases and Upgrades

- 7.1.1 Software Support – SITA provides software support to the application modules for all software installed at ELP. Software fixes and related software update releases for the existing customized software version modules under this Maintenance Services Agreement are implemented into the ELP customized software systems without an operational impact and at no additional cost as part of the annual maintenance fee.
- 7.1.2 Software Distribution – SITA will access site systems and related software modules remotely. On-line diagnosis and related repair to software will be implemented by remote access. Distribution of releases will be made electronically into the ELP customized software system remotely without an operational impact after advanced communications to the site.

**8.0 Maintenance and Services Exclusions** – SITA maintenance and support is provided to repair hardware components, per return to manufacturer practices during the warranty period, covered under this Maintenance Service Agreement that have failed in normal operation. Conditions that fall outside of this service are identified as follows:

### 8.1 Hardware Exclusions

- 8.1.1 Equipment Damage – Extraordinary damage to hardware components in the installed systems is excluded from this service coverage. Extraordinary hardware damage includes:



- a. Failures resulting from power surges/spikes
  - b. Water damage from spills, leaks, or floods
  - c. Wind, fire, vandalism, or theft
  - d. All other Acts of God
- 8.1.2 Damaged Cabling – Equipment outages due to cut or broken cabling that support the hardware devices are excluded from this service coverage. Equipment diagnosis will be performed to identify cabling as the cause of the outage, but remedial action is out of scope.
- 8.1.3 Obsolete Hardware and Components – Entire hardware devices or related repair parts that are deemed obsolete by the OEM are out of scope of this Agreement. SITA will provide ELP a 60-day written notice of any equipment deemed obsolete by the manufacturer.
- 8.1.4 Consumable System Components – Consumable system components are excluded from this service coverage. Examples of consumable system components light/bulb sources in displays. This Agreement excludes repair of burned-in images in display device screens and replacement of LCD glass in signs due to normal wear and/or fading due to routine exposure to sunlight.
- 8.1.5 Out of Scope Work – Out of Scope Work includes, but is not limited to the following:
- a. Adds or Changes ordered by ELP
  - b. Replacement equipment (Whole Units)
  - c. Project Order work ordered by ELP
  - d. Server and/or DDC operating system updates and patches

## 8.2 Excluded Work Pricing

- 8.2.1 Pricing of Excluded Work – SITA will accept work directed by the City that is excluded or Out-of-Scope from this maintenance agreement. These scopes will be handled through a quotation from the SITA Account Manager. Once a contract vehicle such as a purchase order is received, the work will be scheduled subject to SITA's current workload.

**9.0 Maintenance Spare Parts** – Spare parts will be maintained by ELP to accelerate the repair and restoration of the system to operation. Whole units will be swapped out that are failed with spare units and returned to the service depot for analysis and component repair. If operable, the unit will be returned to the spare parts inventory.

## 9.1 Whole Unit Spares

- 9.1.1 Maintenance Spare Parts – ELP will provide whole unit spares for key devices at each site. The spares inventory will be maintained by ELP and utilized in the on-going maintenance of the system covered under this Agreement.



9.1.2 Spares Deployment – Whole unit spares will be used to restore device outages to operation, where appropriate. The failed device will be sent to the repair depot for restoration. If repaired and function tested, the unit will be returned to the site spare inventory.

9.1.3 Spares Ownership – ELP will own and be responsible for all whole unit device spares.

## 9.2 Component Spares

9.2.1 Maintenance Spares – Components – SITA will provide component spares that are required to maintain the hardware devices covered under this Agreement. The spares inventory will be maintained by SITA and utilized in the on-going maintenance of the hardware systems.

9.2.2 Spares Ownership – SITA will own and be responsible for all component spares. SITA will manage this component inventory under this agreement.

**10.0 Pricing of Service** – SITA will charge ELP a monthly fee of \$6,814.36 for the Software maintenance, Hardware warranty maintenance and on-going services as outlined within this Agreement. The recurring fee will include labor, materials, Service Desk, Software and Hardware Warranty Support, and software releases necessary for the day-to-day operation of the systems deployed under this Agreement.

## 10.1 Site Inventory

10.1.1 Hardware and Software Inventory – SITA will maintain a site-specific inventory of hardware and software, Exhibit A, under this Maintenance Services Agreement. The inventory will be the basis for the Monthly Maintenance Fee. SITA will, at a minimum, update and verify the site inventory annually at the completion of the PM. Increases or decreases to the Site Inventory in Exhibit A will result in a change in the Monthly Maintenance Fee.

## 10.2 Transportation to Site

10.2.1 Travel and Expense – T&E costs are the responsibility of SITA for all service-related tasks included in the agreement. T&E costs for Out-of-Scope activities will be billed to ELP through a separate invoice referencing the issued Purchase Order.

## 10.3 Invoicing

10.3.1 Monthly Invoicing – SITA will invoice ELP for monthly recurring fees at the beginning of each month. Out-of-Scope activities will be invoiced each month in arrears. Terms of payment are thirty (30) days from the date of the invoice.

## 11.0 Miscellaneous Contract Terms & Conditions

### 11.1 Insurance

SITA will procure and maintain insurance continuously throughout the term of this Agreement from companies that are acceptable to the ELP and licensed in the state where services are performed and listed in the



current “Best’s Insurance Guide” as possessing a minimum policy holders rating of “A-“ (Excellent) and a financial category no lower than “VI.” SITA shall furnish the ELP with an acceptable Certificate of Insurance specifying coverage. The Certification of Insurance shall cover:

11.1.1 Workers’ Compensation and Employer’s Liability

- a. Workers’ Compensation insurance for statutory limits or a State certificate. Employer’s Liability coverage should have limits of \$500,000.

11.1.2 Commercial General Liability

- a. Written on an occurrence form. (There may be situations where a “claims-made” form may be our only option but it is best we require an occurrence form including all the usual coverage known as:

- Premises/operations liability
- Products/completed operations
- Personal/advertising injury
- Contractual liability
- Broad-form property damage
- Independent contractor liability
- Explosion, Collapse and Underground (XCU)
- Cyber Liability/Data/Breach/Ransom

- b. Minimum Limits of Liability

- \$1,000,000 Bodily Injury/\$1,000,000 Property Damage per occurrence
- Commercial General Liability Exclusion Removed/Railroad Protective Liability/Contractual Liability-Railroads
  - \$1,000,000 Bodily Injury/\$1,000,000 Property Damage Liability per occurrence
  - Required when a contractor is going to work on or within 50 feet of any “railroad property”
- Commercial Automobile Liability;
  - \$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence
- Professional (Errors & Omissions) Liability (if required)
  - \$1,000,000 per occurrence
- Umbrella or Excess Liability Insurance (if



required)

- \$5,000,000 per occurrence

- c. The City, its officials, employees, agents and contractors shall be named as additional insureds and contain a “blanket waiver of subrogation” clause in favor of the City.
- d. The contractor/vendor and their subcontractors’ insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the contractor/vendor’s or contractor/vendor’s subcontractor’s insurance and shall not contribute to the contractor/vendor’s or contractor/vendor’s subcontractor’s insurance.
- e. Prior to undertaking any work under this Agreement, the contractor/vendor, at no expense to the City, shall furnish to the City copy of a certificate of insurance with an actual copy of policy and original endorsements affecting coverage for each of the insurance policies provided in this exhibit. Any deductibles or self-insured retentions must be declared to, and approved by the City.
- f. Notices and Certificates required by this clause shall be provided to:

City of El Paso  
Purchasing & Strategic Sourcing Department  
300 N. Campbell,  
1st Floor  
El Paso, Texas 79901-1153  
Attn: Claudia Garcia, Assistant Purchasing Director
- g. Please refer to Bid Number/Contract Number and Title in all correspondence.
- h. Failure to submit insurance certification may result in contract cancellation.

## 11.2 Termination

### 11.2.1 Termination for Convenience.

- a. The City of El Paso may terminate this contract, in whole or in part, at any time by written notice to the Contractor. The Contractor will be paid its costs, including the contract close out costs, and profit on work performed up to the time of termination. The Contractor will promptly submit its termination claim to the City of El Paso to be paid the Contractor. If the Contractor has any property in its possession belonging to the City of El Paso, the Contractor will account for the same, and dispose of it in the manner the City of El Paso directs.

### 11.2.2 Termination for Default.

- a. If the Contractor fails to comply with any provision of the contract the City of El Paso may terminate this contract for default. Termination shall be effected by serving a notice of intent to





terminate the contract setting forth the manner in which the Contractor is in default. The Contractor will be given an opportunity to correct the problem within a reasonable time before termination notice is rendered. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. The City shall have the right to immediately terminate the Contract for default if the Contractor violates any local, state, or federal laws, rule or regulations that relate to the performance of this Agreement.

#### 11.2.3 Termination for Failure to Comply with Subchapter J, Chapter 552, Government Code

- a. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

#### 11.2.4 Additional Remedies

- a. If the City terminates the contract because the Contractor fails to deliver goods as required by the contract, the City shall have all of the remedies available to a buyer pursuant to the UNIFORM COMMERCIAL CODE including the right to purchase the goods from another vendor in substitution for those due from the Contractor. The cost to cover shall be the cost of substitute goods determined by informal or formal procurement procedures as required by the Local Government Code. The City may recover the difference between the cost of cover and the contract cost by deducting the same from amounts owed to Contractor for goods delivered prior to termination or any other lawful means.

#### 11.2.5 Termination for Default by City

- a. If the City fails to perform any of its duties under this contract, Contractor may deliver a written notice to the Purchasing Manager describing the default, specifying the provisions of the contract under which the Contractor considers the City to be in default and setting forth a date of termination not sooner than 90 days following receipt of the Notice. The Contractor at its sole option may extend the proposed date of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

### 11.3 Force Majeure:

- 11.3.1 If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days





during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

#### 11.4 **[INTENTIONALLY DELETED]**

#### 11.5 **Liability Limitation**

**AS A CONDITION OF THIS AGREEMENT, SITA OR ITS INSURER WILL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS INDEMNIFICATION PARAGRAPH SHALL APPLY EVEN WHERE SUCH BODILY INJURY, ILLNESS, LOSS OF SERVICES, PHYSICAL, OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY RESULTS FROM OR INVOLVES NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. Without modifying the conditions precedent for preserving defenses, asserting claims or enforcing any legal liability, against the City as required by the City Charter or any law, the City shall promptly forward to the SITA every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. SITA will 1) investigate or cause the investigation of accidents or occurrences**



involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the SITA may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. SITA will pay all judgments in actions defended by the SITA pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by the SITA, and premiums on any appeal bonds. The City, at its election and its expense will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to SITA's property from any cause.

**12.0 Entire Agreement**

The parties acknowledge that this Agreement contains the whole of the contract and understanding between them. There are no conditions, warranties or other understandings affecting the arrangements between the parties other than those set out herein and this Agreement replaces all prior Agreements and understandings (if any) with respect to the subject matter of this Agreement.

**EXECUTED** an Agreement on the date first above written

IN WITNESS WHEREOF, the undersigned parties have executed this Maintenance Services Agreement on the date noted below.


CITY OF EL PASO:

\_\_\_\_\_  
Tommy Gonzalez  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Juan S. Gonzalez  
Senior Assistant City Attorney

SITA Information Networking Computing USA Inc.

  
\_\_\_\_\_  
Date

Executed as to Form: \_\_\_\_\_





**EXHIBIT A**

**Standard Price List  
Maintenance and Services  
For ELP**

**Price Proposal**

3 Years - Maintenance and Support for MUFIDS	\$172,439.55	
3 Years – Maintenance and Support for Terminal Wide Paging System	\$72,877.58	
Sub Total (Initial 3 years of Maintenance)	<u>\$245,317.13</u>	
2 Years – Maintenance and Support for MUFIDS	\$118,303.09	
2 Years – Maintenance and Support for Terminal Wide Paging System	\$87,379.15	
Sub Total (2-year Option)	<u>\$205,682.24</u>	
Sum Total (Initial 3 years + 2 year option)	<table border="1"><tr><td>\$450,999.37</td></tr></table>	\$450,999.37
\$450,999.37		