City of Santa Fe, New Mexico
Memorandum

DATE: July 10, 2024

TO: John Blair, City Manager

FROM: James Harris, Airport Manager *JCH*
Kelly Bynon, Administrative Manager *KAB*

_____

ACTION:
Request for Approval of a Subscription Agreement of App 139, with GateKeeper Systems, Inc in the Amount of $22,604 Over a four-year period.

BACKGROUND AND SUMMARY:
Santa Fe Regional Airport has a Part 139 status due to offering the service of Commercial Flights. Because of this status, the FAA requires specific airfield inspections to happen daily in order to continue commercial flight operations. Currently, the Santa Fe Regional Airport is recording these inspections on paper and storing them in filing cabinets. App 139 is a software subscription where airfield inspections can be documented, replacing paper records. App 139 is a cloud-based software system, giving quick access to all pertinent airport employees who will have the software on their City Issued tablets.

FUNDING SOURCE:
Fund Name/Number: Airport / 545
Munis Org Name/Number: Airport Operations - 5456050
Munis Object Name/Number: Software Subscriptions - 530710

ATTACHMENTS:
Agreement
Procurement Checklist
Summary of Contracts
Business License
Certificate of Insurance

GATEKEEPER SYSTEMS, INC.
APP- 139 SUBSCRIPTION AGREEMENT

THIS APP.139 SUBSCRIPTION AGREEMENT (the "Agreement") is made by and between **GateKeeper Systems, Inc.,** a Minnesota corporation, having its principal place of business at 880 Blue Gentian Road, Suite 140 Eagan, Minnesota 55121 ("GSI") and the **City of Santa Fe**, a body corporate and politic, having its principal place of business at 200 Lincoln Avenue, Santa Fe, NM 87501 ("Customer").

WHEREAS, GSI is in the business of providing specialized airport software to airports; and

WHEREAS, the United States Federal Aviation Agency ("FAA") requires all airports to conduct inspections ("Inspections") to insure that the airport is maintaining compliance with the FAA's security and operational requirements and to maintain reports of such inspections (the "Inspection Data"); and

WHEREAS, GSI has developed its proprietary web-based App-139 computer software system ("App-139") to receive store, and transmit GIS imagery and Inspection Data to assist airports in complying with the FAA's Inspection and Inspection Data requirements, all as more fully described at www.app-139.com.

NOW, THEREFORE, in consideration of the foregoing, the parties hereby agree as follows:

1. **SUBSCRIPTION FOR SERVICES.** GSI will provide Customer with unlimited access to App-139 for Customer's own use during the term of this Agreement.

2. **TERM**. The term of this Agreement shall commence on the Start Date and terminate on the End Date, as both dates are set forth on Schedule A. Notwithstanding the above, Customer may terminate this Agreement without cause at any time upon thirty (30) days' notice to GSI, provided, however, that the Customer shall not be entitled to any refund of the annual subscription fee for the term year in which such termination occurs.

3. **PRICE**. The annual subscription fee payable by Customer for App-139 is set forth in *Schedule A*, and is payable at the commencement of each year during which this Agreement remains in effect. GSI reserves the right to increase the annual subscription fee after the initial term of this Agreement.

4. **CUSTOMER RESPONSIBILITIES**. Customer is responsible for all activity occurring under Customer's account and shall abide in all material respects by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of App-139, including those related to international communications and the transmission of technical or personal data.

Customer shall be solely responsible for protection of its transmission facilities, premises, equipment, the integrity of its data entered on App-139, and it's ID(s), password(s), user name and the like, or any other third party using App-139 through Customer, from all unauthorized access or use. Customer shall use reasonable measures commensurate with accepted industry standards for such protection.

Customer acknowledges that the internet, cellular telephone network, or any wide-area communication network that may be utilized ("WAN") is not a secure or an error free network and that transmissions made on the WAN may not be completed or may contain errors or omissions. The WAN, or portions thereof, may become inaccessible or inoperable, in whole or in part, at any time or from time to time.

5. **WARRANTY AND LIMITED REMEDY**. GSI warrants that App-139 will meet the following service level standards:

Network
Data Center Network will be available 99% of the time in any given monthly period, excluding Scheduled Maintenance.

Data Center Infrastructure
Data Center HVAC and power will be functioning 99% of the time in any given monthly period, excluding Scheduled Maintenance. Infrastructure downtime exists when the host server's downtime occurs as a result of power or heat problems.

Cloud Server Hosts
If a cloud server host fails, restoration or repair will be complete within one hour of problem identification.

Backup
In order to minimize the risk of data loss, Customer's data will be backed up multiple times per day and stored on a separate server. A complete system backup will be done on a weekly basis.

Migration
If a cloud server migration is required because of cloud server host degradation, GSI will notify Customer at least 24 hours in advance of beginning the migration, unless GSI determines in its reasonable judgment, that GSI must begin the migration sooner to protect Customer's cloud server data. Either way, GSI guarantees that the migration will be complete within three hours of the time that GSI begins the migration.

Definitions: For purposes of this Warranty:

1. Cloud Server: Customer's unique virtual machine instance
2. Cloud Server Host: means the physical server which hosts Customer's cloud server;

3. Data Center Network: means the portion of the utilized network extending from the network egress point of Customer's cloud server host to the outbound port of the data center border router;

4. Scheduled Maintenance: means maintenance that is announced at least ten business days in advance, and that does not exceed sixty minutes in any calendar month.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESSED AND IMPLIED WARRANTIES. GSI MAKES NO OTHER WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

In the event of any breach of this limited warranty, GSI's sole liability and Customer's sole remedy shall be that GSI will provide to Customer a credit for the annual Subscription Fee paid by Customer pro-rated to the amount of time App-139 was unavailable for Customer's usage.

GSI agrees to indemnify, defend, and hold Customer harmless from any third party claims, damages, costs and expenses (including reasonable attorney's fees) arising out of performance of this Agreement.

6. **LIMITATION OF LIABILITY**. EXCEPT AS SET FORTH IN SECTION 5, "WARRANTY AND LIMITED REMEDY" ABOVE AND SECTION 10, "INDEMNIFICATION" BELOW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, LOSS OF PROFIT OR GOODWILL DAMAGES RESULTING FROM OR IN CONNECTION WITH CUSTOMER'S USE OF APP-139.

This limitation of liability includes, but is not limited to, any damages caused by: (1) the integrity of the data supplied by Customer in Customer's transmissions.

Except for GSI's breach of its indemnification obligations as set forth in Section 5 "WARRANTY AND LIMITED REMEDY", GSI's entire liability to Customer or any other party for any loss or damage resulting from any claims, demands, or actions arising out of or related to this Agreement or the failure of App-139 to function properly shall not exceed the current annual App-139 subscription fee paid by Customer in the year giving rise to the liability. The foregoing limitation does not apply to damages resulting from personal injury caused by the Contractor's negligence.

7. **DATA OWNERSHIP, SECURITY AND PROTECTION**.

7.1   Inspection Data   As between the parties, Inspection Data is and shall remain the sole and exclusive property of Customer. No Inspection Data will be sold, assigned, leased, licensed, disclosed or otherwise disposed of to third parties or commercially exploited by GSI.

7.2   Data Security

7.2.1　GSI will establish and maintain safeguards against the unauthorized access or use, destruction, loss or alteration of Inspection Data in the possession or control of GSI or its agents or subcontractors which are no less rigorous than industry-standard measures and which are no less rigorous than those maintained by GSI for its own data of a similar nature.

7.2.2　Without limiting the generality of the foregoing, GSI will use commercially reasonable efforts to guard against the unauthorized access, alteration, use or destruction of Inspection Data. Such measures will include the installation of software that: (a) requires all users to enter a user identification and password prior to gaining access to App-139; and (b) controls and tracks the addition and deletion of users.of App-139.

8. **GENERAL**.   Both parties may delegate any or all of their duties to agents, subcontractors, subsidiaries or affiliated entities provided that both parties will remain liable for their respective duties. Customer's Airport Manager will request approval from GSI to allow a 3rd party agent or subcontractor to assume responsibility for daily use of App-139 software. Neither party may assign this Agreement or any of the rights under this Agreement without prior written consent of the other party. Any attempt to do so is void.

This Agreement represents the entire agreement between the parties with respect to the subject matter hereof.

This Agreement may not be modified except in writing, signed by both parties.

Neither party will be liable for its inability to perform to the extent caused by conditions beyond its reasonable control, including but not limited to environmental conditions at the other party's premises, its third-party provider or other contractors, labor disputes, perils or other hazards, provided that such party shall resume performance as promptly as possible after such condition or occurrence has been resolved. In the event that App 139 is not available for use for more than 72 hours in a single incident, due to circumstances under GKS control,GSI will refund a prorated amount of the annual subscription fee for the period of unavailability.

If any portion of this Agreement is held invalid, such invalidity shall not affect the remaining portions of this Agreement. The parties agree to replace the invalid portion with a valid provision that most closely reflects the intent and economic effect of the invalid provision.

Failure or delay by either party to exercise any right, power, privilege or remedy will not constitute a waiver thereof. Any provision contained herein that by its nature could reasonably be construed to survive expiration of this Agreement shall so survive.

This Agreement shall be governed by and construed according to the laws of the State of New Mexico. The exclusive jurisdiction and venue for any limitation arising out of or related to this Agreement shall be in the federal or state courts located in Santa Fe, New Mexico.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

9.   TERMINATION
This Agreement may be terminated by GSI upon 60 days written notice to the Customer.

10.   INDEMNIFICATION
Subject to paragraph 6, above, GSI shall indemnify, hold harmless and defend the Customer from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from GSI's performance under this Agreement as well as the performance of GSI's employees, agents, representatives and subcontractors.

11.   NEW MEXICO TORT CLAIMS ACT
Any liability incurred by the Customer in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The Customer and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

13.   APPROPRIATIONS
The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Customer for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Customer, this Agreement shall terminate upon written notice being given by the Customer to GSI. The Customer's decision as to whether sufficient appropriations are available shall be accepted by GSI and shall be final.

14.   RELEASE
GSI, upon acceptance of final payment of the amount due under this Agreement, releases the Customer, its officers and employees, from all liabilities, claims and obligations whatsoever arising from or under this Agreement. GSI agrees not to purport to bind the Customer to any obligation not assumed herein by the Customer unless GSI has express written authority to do so, and then only within the strict limits of that authority.

15.   INSURANCE
GSI shall maintain professional liability insurance throughout the term of this Agreement providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. GSI shall furnish the Customer with proof of insurance of GSI's compliance with the provisions of this section as a condition prior to performing services under this Agreement.

16.   RECORDS AND AUDIT
GSI shall maintain, throughout the term of this Agreement and for a period of three years thereafter, detailed records that indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Customer, the Department of Finance and Administration, and the State Auditor. The Customer shall have the right to audit the billing both

before and after payment. Payment under this Agreement shall not foreclose the right of the Customer to recover excessive or illegal payments.

17. SCOPE OF AGREEMENT

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the services to be performed hereunder, and all such agreements, covenants and understandings have been merged into this Agreement. This Agreement expresses the entire Agreement and understanding between the parties with respect to said services. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. NON-DISCRIMINATION

During the term of this Agreement, GSI shall not discriminate against any employee or applicant for an employment position to be used in the performance of services by GSI hereunder, on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

19. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title or interest in or for the benefit of any person other than the Customer and the GSI. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

20. SEVERABILITY

In case any one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

21. AMENDMENT

This Agreement shall not be altered, changed or modified except by an amendment in writing executed by the parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE: CONTRACTOR:
                                                     GATEKEEPER SYSTEMS, INC.

John Blair
John Blair (Jul 29, 2024 14:00 MDT)
JOHN BLAIR, CITY MANAGER   *Jamie Beiswanger*

                                                     NAME: Jamie Beiswanger
DATE: Jul 29, 2024
                                                     National Sales Manager
                                                     TITLE

                                                     DATE: 6/5/2024
                                                     CRS# 03079152009

                                                     Registration # 237639

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK

                                                     XIV

CITY ATTORNEY'S OFFICE:

Kevin L. Nault
Kevin L. Nault (Jun 13, 2024 16:05 MDT)
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster
EMILY OSTER, FINANCE DIRECTOR

Org.Name/Org.#

QUOTE #1

Schedule A

Airport Name: Santa Fe Regional Airport   **Airport ID**: SAF

Enplanement Category: Under 100,000

Term of the Agreement:

      Full Production: Start Date: August 1, 2024, Date of execution of Subscription
                                 Agreement, City Item #_____; End Date: July 31, 2028
          Annual Renewal Date: August 1

Modules Included:

Base Software	Y
GIS Data	Y

Pricing:
Annual App-139 Subscription Fee:
      Year #1 $5,100
      Year #2 $5,100
      Year #3 $5,100
      Year #4 $5,304

Other Fees:

Implementation Fee- One Time:	2,000
Includes setting up 2 SPI forms	
Other_____	

Total Payment Due:
      Year #1 $7,100
      Year #2 $5.100
      Year #3 $5,100
      Year #4 $5,304

Billing Information:

Form of invoice desired: Paper Copy   Email copy: YES

Contact Person: Airport Manager, James Harris

Mailing Address: 121 Aviation Drive

            Santa Fe, NM 87507

Phone Number: 5059552900

Email address: airport@santafenm.gov

City of Santa Fe

Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3250026   Procurement # (RFP/ITB# If any): _____

Contractor: Gatekeeper Systems,Inc

Procurement Method/Vehicle: Small Purchase ☑   RFP ☐   ITB ☐   Sole Source ☐   GSA ☐   Cooperative ☐   Exempt ☐   SWPA/Existing ☐

Description/Title: _____

Contract: ⊙   Agreement: ⊘   Lease/Rent: ⊙   Amendment: ⊙

Term Start Date: 08/01/2024   Term End Date: 07/31/2028   Total Contract Amount: $22,604

☐ Approved by Council *(If over the City Manager's approval threshold, you must go through GB)*   N/A

Contract / Lease: Contract/agreement

1.b Amendment #: N/A _____ to the Original Contract/Lease # _____

Increase/(Decrease) Amount $: _____

Extend Expiration Date to: _____

☐ Approved by Council   *(If the original went through GB, all amendments must go through GB regardless of the amendment reason)*   Date: _____

Amendment is for: _____

2. **HISTORY** of Contract, Amendments & Lease / Rent - Please Elaborate *(option: attach spreadsheet if multiple amendments)*

3. **Procurement History:** Small purchase (3 quotes attached)

Purchasing Officer Review: _____   Date: _____

Comment & Exceptions: _____

4. **Funding Source:** Operating Funds   **Org / Object:** 5456050.530710

Budget Officer Approval: *Andy Hopkins*   Date: _____

Comment & Exceptions: _____

5. **Grant History (if applicable):** N/A _____

Grants Administrator Approval: _____   **Date** _____

Staff Contact who Completed This Form: Kelly Bynon   Phone #: 5056701103

To be recorded by City Clerk: Email: kabynon@santafenm.gov

Clerk # _____

Date of Execution: _____

_____

ITT Representative (attesting that all information is reviewed)   Title   Date

City of Santa Fe

BUSINESS REGISTRATION

Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-6551

Business Name: GateKeeper Systems, Inc.

Business Location: 880 Blue Gentian Rd., STE 140
Eagan, MN 55121

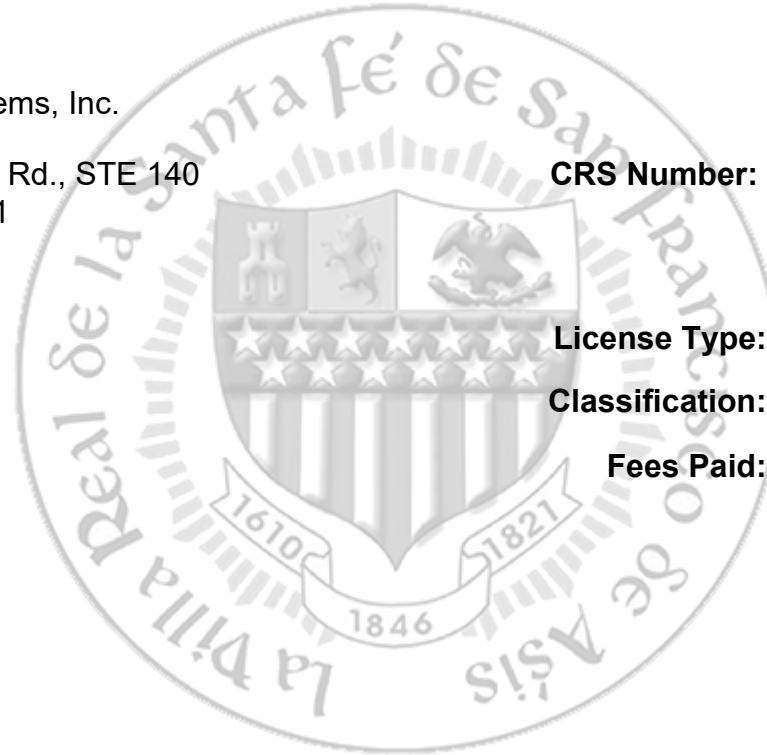**CRS Number:** 03079152009

Owner:

License Number: 237639

License Type: Business License - Renewable

Issued Date: July 08, 2024

Classification: Out of Jurisdiction Business License

Expiration Date: July 08, 2025

Fees Paid: $10.00

GateKeeper Systems, Inc.

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT. APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION OR THE INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERRABLE TO OTHER BUSINESSES OR PREMISES.

TO BE POSTED IN A CONSPICUOUS PLACE

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Nicole Bjelland		
Jensen-Sundquist Insurance Agency 116 W. Madison Ave, P.O. Box 37 Grantsburg, WI 54840	PHONE (A/C, No, Ext): (715)463-2955		FAX (A/C, No): (715)463-2931	
	E-MAIL ADDRESS: nicole@jsinsurance.com			
	INSURER(S) AFFORDING COVERAGE			**NAIC #**
	INSURER A : CNA			
INSURED Gatekeeper Systems Inc 880 Blue Gentian Rd, STE 140 Eagan, MN 55121	INSURER B : CNA			20494
	INSURER C :			
	INSURER D :			
	INSURER E :			
	INSURER F :			

COVERAGES CERTIFICATE NUMBER: 00006317-0   REVISION NUMBER: 120

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR			6081593124	08/26/2023	08/26/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:						GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BUA 6081593138	08/26/2023	08/26/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CUE 6081593155	08/26/2023	08/26/2024	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		WC681593141	08/26/2023	08/26/2024	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab Cyber Coverage			6081593124	08/26/2023	08/26/2024	$2,000,000	2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Santa Fe Regional Airport 200 Lincoln Avenue Santa Fe, NM 87501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE *Nicole Bjelland* (NDB)

QUOTE #2

Table of Contents

This proposal contains proprietary and confidential information of Civix and shall not be used, disclosed or reproduced, in whole or in part, for any purpose other than to evaluate this proposal, without the prior written consent of Civix.

CIVIX

1. Introduction

GCR Inc., DBA Civix (Civix) is a recognized leader in the development of comprehensive aviation management systems in the U.S. and abroad. Through this work, Civix has developed the AirportIQ suite of airport intelligence solutions – a comprehensive set of applications to manage virtually all aspects of an airport. AirportIQ is flexible and can be adapted to integrate with other systems currently in use at an airport.

The purpose of this proposal is to respond to the airport's request for pricing for a lease and property management software solution, as well as Operations and Compliance software with the ability to manage risk through Work orders and inspections. Project Management is optional solution that allows access to all construction and professional service contracts, including change orders, amendments, and contract status, serving as your framework for total project control.

Figure 1: AirportIQ Product Suite

2. Proposed Solution – Part 1: ABRM

Civix's **AirportIQ Business & Revenue Manager (ABRM)** is a broad application providing a range of functionality from core operational processes to the facilitation of data-driven executive decisions. ABRM helps an airport manage its properties, leases, contacts, and revenue streams, ensuring accurate billing, reduce inefficiencies, and automate data exchanges.

ABRM FUNCTIONALITY

Agreement, Company and Property Management

ABRM Agreement & Company Management enables airport staff to administer all aspects of the airport's relationship with entities that have a business relationship with the airport. The module enables airport staff to maintain information related to revenue and non-revenue lease provision details, amendments, billing rates and billing rules, insurance and surety compliance information, and contact management. Additional functionality includes the following:

→ Event notification and alerts

→ Document management

→ Customer communication management

→ GIS integration

AGREEMENT & COMPANY MANAGEMENT

Aeronautical & Activity Management

ABRM Aeronautical & Activity Management is used to manage all aviation-side activity for the airport, both fixed and variable, including factors such as:

→ Passenger activities

→ Passenger facility charges

→ Cargo activities

→ Aircraft details and landings/take-off statistics

AERONAUTICAL & ACTIVITY MANAGMENT

ABRM automatically combines all data that is stored and managed in this module with agreement information to provide automated billing for tenants.

Billing & Invoicing Management

ABRM Billing & Invoicing includes all the tools for accurate billing of tenants, concessions, and other entities who have a business relationship with the airport. Common features include the following:

→ Fixed, escalated, variable or percentage rate calculation for both aeronautical and non-aeronautical sources.

→ Invoice generation and distribution through multiple methods

→ Manual invoice generation for non-standard invoices

→ Revenue analysis reporting

→ Rate scales and minimum annual guarantees

BILLING & INVOICING MANAGEMENT

Whether simple or complex, this module organizes and automates these tasks by providing an efficient engine for billing and invoicing work.

✈ Proposed Solution - Part 2: ASOCS & SMS

Civix's team is comprised of Airport industry experts who help provide the aviation industry with the most comprehensive operations, safety, and revenue management platforms. With our suite of integrated solutions, the Airport will greatly benefit from improved operational efficiencies, increase staff collaboration, and help capture lost revenue more efficiently. Our modular software allows us to offer a solution specifically tailored to the proposal requirements. Our solution includes the following modules.

Airport Safety & Operations Compliance System (ASOCS) for inspections, custom forms, operation logs and training

ASOCS Work Order (ASOCS WO) for work order management, scheduling, and reporting

Safety Management System (SMS) to manage safety

AIRPORT SAFETY & OPERATIONS COMPLIANCE SYSTEM (ASOCS)

ASOCS is used by Airport operations and airfield maintenance staff to facilitate meeting FAR Part 139 requirements for self-inspection and corrective actions for associated discrepancies. The module provides an interface for reporting activities to both internal Airport users and to external agencies.

Core Features:
- Integrates with Work Order and Safety Management to streamline operations tasks
- Scanned documents and digital photos attach to each inspection, service request and discrepancy reported
- Export service requests and reports in commonly used electronic document formats (e.g., PDF or Excel)
- User configurable dashboard
- Generates automatic email alerts notifying users when new service requests or work orders are created
- Maintain an online history of daily inspections, corrective actions, and follow-ups
- Apply "ticklers" to notify users when service requests are past due or open NOTAMs are aging
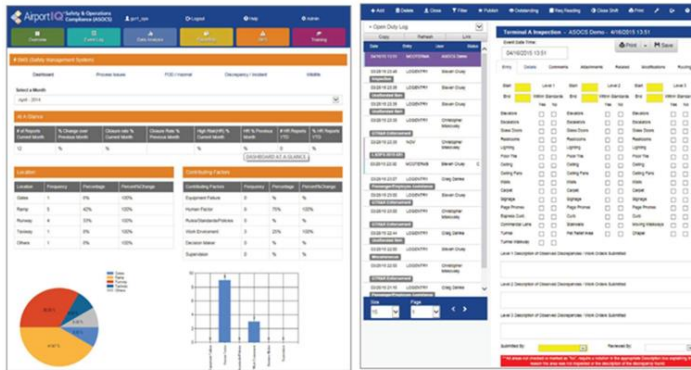
Airport Operations Daily Logs

Airport Operations Event Log serves as the central record and legal documentation of activities that require monitoring by the Airport operational units. It maintains critical Airport operations data for easy access and reference. ASOCS manages your shift reports on events through Tour Stamps. This unique software feature locks down event details by time and provides the highest level of operations accuracy.

Core Features:
- Document and automate tasks with operations unit number
- Daily Operations Log, accessible for data entry and retrieval from multiple workstations
- Automatic time and date stamp of each task
- Advanced search capability to quickly retrieve information via date, time, and task
- Daily Operation Log automatically distributed to established user lists
- Bulletin board allows the temporary posting of information and pushing to users via text messages
- Dashboard enabling trend and historical analysis
- Integration to third-party applications such as RIWS, Everbridge, Send/Word/Now, and others

Wildlife Management

In the field, those personnel who are assigned the responsibility to perform Wildlife Hazard Inspections and mitigation open the applicable Part 139 Wildlife and Bird Strike forms from the ASOCS platform. During the Wildlife or Bird Strike inspection the Ops person completes the form utilizing drop down fields and free form note fields. The Ops person can take photos, tag the location on the ESRI GIS Map. If required, the Ops person can request a Work Request by clicking the Work Request box for mitigation efforts such as mowing. If an item is determined to be a "Safety Hazard" the applicable fields are submitted to the SMS system by clicking the SMS box. After the Part 139 inspection is performed it is emailed out to pre-assigned stakeholders and the Operations Event Log is updated. The Wildlife biologist can document mitigation efforts, asset/gun or pyrotechnics type utilized, and other data related to their responsibilities. ASOCS provides several wildlife management reports, such as the Wildlife Strike Summary Report, which monitors and assists in the mitigation of runway incursions. The Wildlife Strike Summary Report provides wildlife statistics and categorizes runway incursions into five (5) parts: Basic Statistics; Number of Adverse Effect Strikes ≤1500 feet AGL per 100,000 aircraft movements; Wildlife Species Risk Analysis; Bird Strikes on Approach or Departure; and Number of Adverse Effect Strikes >1500 feet AGL per 100,000 aircraft movements.

AIRPORT WORK ORDER MODULE (ASOCS WO)

Civix's ASOCS Work Order module (ASOCS WO) helps prioritize, schedule, and assign maintenance work that needs to be performed as well as communicate vital task information to Airport's stakeholders and tenants who may be impacted. ASOCS WO will improve the Airport's maintenance operations through efficient asset utilization and resource allocation which correlates directly to efficiencies, financial savings, and improved safety. Through formalization of the Airport's work order process, the Airport also retains and transfers knowledge of long-term trades personnel. ASOCS WO Dashboard provides a configurable and powerful snapshot of maintenance operations and work order status. All information is integrated into a single secure database, even when managing multiple Airports.

ASOCS WO Categories

ASOCS WO provides three types of work orders – Corrective Maintenance Work Order, Corrective Work Order Billable and Preventive Maintenance Work Order. ASOCS WO will help the Airport lower costs, save time, accelerate and communicate tenant service requests, and improve efficiency while creating a safer working environment. The Airport can assign different types of work orders to help track the type of labor performed, determine work priorities, and track the cost of ownership for individual assets. The solution's modular and adaptive design will configure to meet Airport's specific operational requirements without the need to alter current operations.

Corrective Maintenance Work Order (Billable and Non-billable)

Corrective Work Orders are any maintenance tasks that are not considered preventive maintenance. These work orders are generated when a maintenance technician discovers a problem while completing a preventive maintenance, audit inspection, discrepancy inspection or general work order. Corrective maintenance is performed to identify, isolate, and rectify a fault so that the equipment, machine, or system can be restored to its original condition. Corrective work orders may include tasks such as setting up new equipment, dismantling old equipment, painting walls, installing art, setting up chairs, attending training, providing an Airport tour, putting on an airshow, and more.

Corrective Work Order Billing

If it is determined that a tenant or external agency is contractually responsible for work performed in a Corrective Maintenance work order, the cost can directly be billed from the system to a tenant or other agency along with reporting the information to Airport accounting and administration.

Preventive Maintenance Work Orders

Preventive Maintenance work orders are scheduled routine maintenance tasks performed on individual assets or groups of assets. Preventive maintenance keeps equipment in its existing state and prevents deterioration or failure by extending equipment life. Preventive Maintenance work orders define resource requirements, instructions, checklists, and notes for each task. Preventive Maintenance work orders are associated with a schedule to ensure that the maintenance task is performed at a specific time interval, such as every 180 days, or in the case of fleet maintenance, after a set number of miles or hours. Preventive maintenance is carried out on all items for which a failure would have serious consequences.
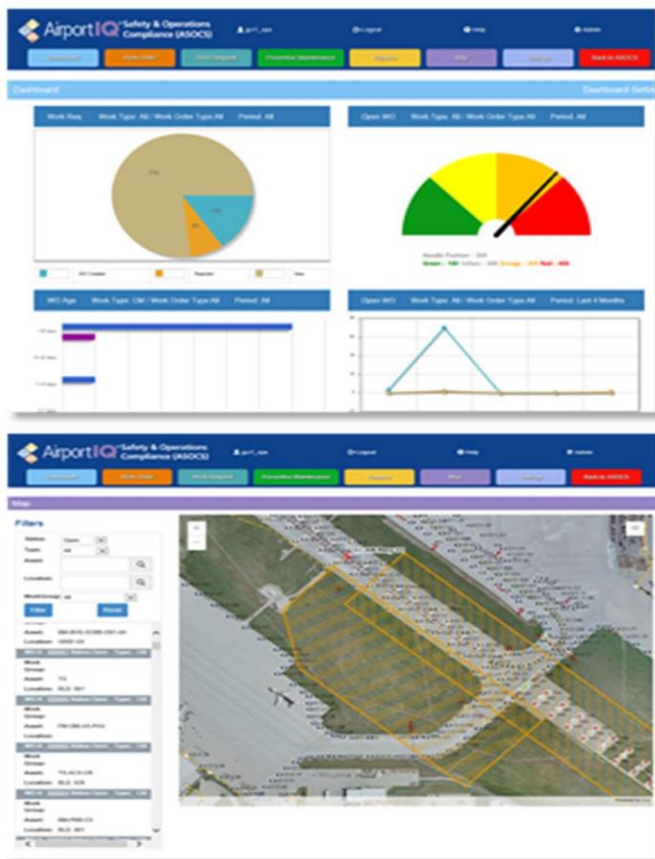
ASOCS WO can be integrated to the Airport's Fuel Management systems to auto populate the hours or mileage and automate the issuance of Preventive Maintenance program.

ASOCS WO Dashboard
Civix works with your Airport to develop meaningful KPIs and metrics to monitor ASOCS WO activities and helps your Airport set standards for the quality of work expected by your workforce. The customizable ASOCS WO dashboard provides information including how many work orders are open or closed, aging work orders, preventative maintenance status, Part 139 programs, and other configurable metrics. In addition, "ticklers" are applied for past-due work orders, open and aging NOTAMs and Part 139 discrepancies.

ASOCS WO Tenant Portal
ASOCS WO's Work Request Tenant Portal allows tenant access through an established web site or other methods. Tenants can fill out the work request form and add photographs and videos of a problem along with their contact information. The tenant is then provided with email updates as the work request becomes a work order all the way through completion. If the work request is an emergency, the work request can be tagged as an emergency along with a pop-up providing additional information for the tenant to call the Airport's Operations Center or other designated location.

AIRPORT SAFETY MANAGEMENT SYSTEM (SMS)

SMS will guide your Airport in managing safety risk using a process that is in use by safety and risk managers at several Airports and follows the FAA Advisory Circular 150/5200-37A and FAA proposed SMS rulemaking. Civix's SMS provides simple reporting of safety issues that is flexible and adaptable to your needs. This information is made available in a management dashboard that provides useful charts and summaries of safety hazards, along with a complete trail of reporting and risk assessment for each reported safety hazard.

Core Features:
- Integrated with ASOCS/Work Order System
- Web/Mobile Confidential Hazard Reporting for employees and passengers if appropriate
- Include Photos and Videos with Hazard Reports
- Clickable Dashboard
- Single Sign On Integrated with Active Directory, SAML Authentication
- Intuitive User Interface Organized by SMS 4 Pillars
- Powerful GIS and Search Capability with ESRI Technology
- Step-by-Step Risk Assessment and Mitigation Process
- Customizable and Easy to Use Risk Matrix
- Email Notifications
- Sanitize Data on Reported Safety Issues
- Dropdown Reference Library

Safety Risk Management
As new safety issues are reported, reports are triaged/reviewed. Reports of concern can be routed to the appropriate individuals who see the issues display on their Triage screen and can perform risk assessment and mitigation through the Safety Risk Management process.

Safety Assurance
The Safety Assurance module works hand in hand with Safety Risk Management ensuring that risk mitigations continue to achieve their intended results and align with the Airport's objectives. By leveraging analysis of safety-related information and data, it will help the Airport evaluate the effectiveness of the Safety Management System.

Summary Dashboard

The customizable SMS dashboard represents the executive snapshot of Airport safety. The dashboard can display safety metrics, charts, and tables tailored to Airport's needs, and with real-time data presents the current safety status of your Airport.

New Safety Issue Report
New safety issues are reported either anonymously using a simple form or internally by SMS users. Locations can be searched using a search feature, added to the interactive GIS map, or selected from among your Airport's locations using a dropdown menu. You can associate construction or other projects with the issue as well as add attachments such as photos and videos.

Safety Issue Triage
Key data about the safety issue is shown (e.g., issue type, date, days open, status, location, related issues, etc.) and the safety issue report may be viewed. Filters can be applied to view certain safety issues. Users may select a safety issue and begin processing it through the FAA 5-step process per FAA AC 150/5200-37A. Issues may be processed together by assigning them and viewing contributions by others through follow up investigations and a comment log. Mitigation plans are easily accessed from the Triage screen.

Safety Policy
The Safety Policy section makes your Airport's key safety documents available to others within the application. It provides visibility into the safety organization for your Airport. This includes but is not limited to the SMS manual, SMS implementation plan, safety policy statement, organizational chart, independent of line management to the greatest extent possible, and the roles and responsibilities of everyone within your Airport's safety organization.

Safety Promotion
SMS includes a configurable news page where upcoming safety events and important accomplishments can be shared. Training initiatives can be presented with specifics about the training and how it has improved Airport operational safety. In addition, safety training and promotional videos can be embedded directly on the screen for viewing.

Process Flows
SMS has a standard workflow that follows the FAA SMS process (i.e., Describe the System, Identify Hazards, Analyze Risk, Assess Risk, Mitigate Risk). With each reported safety issue, users can provide a description of the system - whether it be the Airport or smaller areas, identify hazards, analyze and assess the risk of those hazards using a risk matrix, and develop a mitigation plan to control and reduce the risk.

Safety Compliance
SMS addresses requirements issued as part of the FAA SMS Airport rulemaking (FAR Part 139). It follows FAA Advisory Circular 150/5200-37A: Safety Management Systems for Airports, provides the information needed to identify safety trends, and can demonstrate proactive action being taken. SMS offers a flexible process that guides safety management so that Airport staff, tenants, and the public can easily work together to report safety issues.

Email Notifications

SMS sends email notifications around safety issues, keeping you informed even while you are in the field and not logged into the system. Users can subscribe to several notification types and each department (Ops, ARFF, Wildlife, etc.) can be notified as safety issues are reported or assigned. Safety managers will also be able to keep up with aging safety reports that have not been closed within a definable time period and will receive a list of open safety issues on a recurring basis. Users who have reported safety issues and included their email address will receive an email receipt with information about the safety issue reported. When the safety issue has been resolved, the person who reported it will receive an email letting them know the issue has been resolved along with information about the issue's resolution.
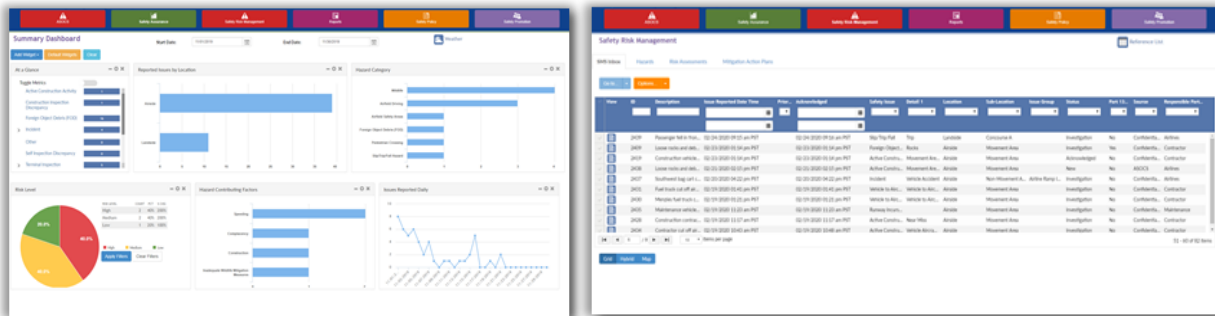
Proposed Solution Part 3: APM

AIRPORTIQ PROJECT MANAGEMENT (APM)
APM has been designed from the ground up for airports by airports, to increase the effectiveness of an airport's project management processes and decrease the repetitive and time consuming tasks associated with capitol improvements.

The application provides staff members access to all construction and professional service contracts, including change orders, amendments, and contract status, serving as your framework for total project control.

CORE CAPABILITIES
· Single data source for planning, facilities, and accounting departments
· Reporting and communications hub for all aspects of a capital improvement program
· Tracking of airport staff hours worked by project
· Numerous built-in FAA reports
· Contact and vendor management

3. Costs

The following price proposal represents Civix's aggressive effort to earn your business both through functionality and pricing. Please note the following highlights:

✓ It is a hosted solution for the highest-availability and up-time on the market.

✓ It is enterprise-wide, meaning there is no limit to the number of users who can access all or portions of the platform. There will never be a need to purchase additional seats.

✓ Fixes the annual increase for easy budgeting.

✓ Pricing will be honored for 90 days from proposal date

GCR Inc. AirportIQ Platform – Subscription License NCPA Contract #14-06		
Part Number	**Description**	**Annual NCPA Price[1]**
BA-ABRM-SAAS	AirportIQ Business & Revenue Manager (Company & Agreement Management, Aeronautical Activity Management, Billing & Invoice Management)	$24,076.74
BA-ASOCS-WO-SAAS	AirportIQ Safety & Operations Compliance System (Includes Work Order)	$12,329.56
5% annual increase		

GCR Inc. AirportIQ Platform – Professional Services NCPA Contract #14-06	
Description	**Fixed Price**
AirportIQ Business & Revenue Manager Implementation & Training	$54,504.00
AirportIQ Safety & Operations Compliance System Implementation & Training	$56,420.00

GCR Inc. AirportIQ Platform – Subscription License Commercial Non-NCPA		
Part Number	**Description**	**Annual Commercial Price[1]**
SM-APM-SAAS	AirportIQ Project Manager (Project Summary & Management, Contract Management, Reports &Data Browser)	$21,564.00
5% annual increase		

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GCR Inc. AirportIQ Platform – Professional Services Commercial Non-NCPA	
Description	**Fixed Price**
AirportIQ Project Manager Implementation & Training	$15,600.00

Investment Analysis	
Year 1	**$94,095.83**
Year 2	**$94,095.83**
Year 3	**$94,095.83**
Year 4	**$94,095.83**

Statement of Work: standard deliverables for ABRM, ASOCS, SMS, and APM

1. Project Management services to oversee the implementation, create/maintain a project schedule, assign tasks via the work breakdown structure, manage deliverables, address action items, and communicate project statuses to customer stakeholders
2. Application site setup on the on the AirportIQ Amazon Web Services (AWS) Cloud for two (2) environments, TEST and PRODUCTION
3. Application security profile setup with five (5) Power User accounts for identified customer stakeholders
4. ABRM
   a. Application reference tables configuration based on industry standards and best practices
   b. One (1) discovery workshop (remote) to review Company & Agreement Management and enhance the reference tables with any customer specific lookup values that fit within the standard configuration
   c. One (1) discovery workshop (remote) to review Billing & Invoice Management and enhance the reference tables with any customer specific lookup values that fit within the standard configuration
   d. One (1) discovery workshop (remote) to review Aeronautical Activity Management and enhance the reference tables with any customer specific lookup values that fit within the standard configuration
   e. Four (4) application training sessions of up to two (2) hours each (remote)
5. AERO & SMS
   a. Application reference tables configuration based on industry standards and best practices
   b. One (1) discovery workshop (remote) to enhance the reference tables with any customer specific lookup values that fit within the standard configuration
   c. One (1) discovery workshop (remote) to review the AirportIQ Forms Library to select up to five (5) best practice forms
   d. One (1) discovery workshop (remote) to review the AirportIQ Reports Library to select up to three (3) best practice reports
   e. Three (3) application training sessions of up to two (2) hours each (remote)
6. APM
   a. Application reference tables configuration based on industry standards and best practices
   b. One (1) discovery workshop (remote) to enhance the reference tables with any customer specific lookup values that fit within the standard configuration
   c. Three (3) application training sessions of up to two (2) hours each (remote)
7. System Integration Testing to validate setup, configurations, forms, and reports against the application data in the TEST environment
8. User Acceptance Testing assistance (remote) to answer questions and provide guidance for final acceptance
9. Go-live assistance (remote) for the week of go-live and two (2) weeks post go-live
10. Transition assistance to the Civix Service Desk for ongoing product support
11. Assumptions: no data migration and no integrations

CIVIX

![veoci logo]

Veoci Quote For
SAF – Santa Fe Muni

Date:	2024-Jul-22
Quote Number:	Q-20240722SA132216
Term:	2024-Jul-22 - 2025-Jul-21
Expiration of Quote:	2024-Aug-28
Prepared By:	Vinny	vincent.jessel@veoci.com
This document has been reviewed By:	Dia Wynn, General Manager - Aviation

This is a preliminary estimate of fees in exchange for the Services described below. The configuration or fees could change as we better understand your requirements and environment.

To acquire the rights to the Services, the provisions of the Master Services Agreement (MSA) and Order Form need to be reviewed, agreed upon, and executed. The MSA includes the Veoci Subscription Terms and Conditions, Service Level Agreement, and Support Agreement. These documents will be provided for review upon request.

Also required for final MSA execution is a Statement of Work that would be mutually created to specify requirements, deliverables, and the implementation process.

QTY	DESCRIPTION	ANNUAL SUBSCRIPTION
10	Veoci Full Access Licenses *Veoci Software Licenses*	$14,574.00
Included	Hosting on Amazon Web Services	$0.00
Included	Updates & Maintenance of Veoci Platform	$0.00
Included	Support of Veoci Platform	$0.00
30,000	Non-User Form Entries (External Forms)	$0.00
	Total Annual	**$14,574.00**

QTY	DESCRIPTION	ONE-TIME FEE
1	Complete Airfield Inspection Management	$12,000.00
	Total - One-Time	**$12,000.00**

DESCRIPTION	AMOUNT
Sales Tax *(at 0.00000%)**	$0.00
TOTAL - First Year	**$26,574.00**

* Plus, Applicable Sales Tax

Services Quote No. Q-20240722SA132216
www.veoci.com | vincent.jessel@veoci.com |
Veoci Inc., 195 Church Street 14th Floor, New Haven, CT 06510

Page 1 of 2

CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: _Gatekeeper Systems, Inc_

Procurement/contract Title: _APP 139 Software_

Procurement Method/Vehicle: ☐Sole Source ☐State Price Agreement/Existing ☐
Cooperative ☐Request For Proposals(RFP) ☐Invitation To Bid (ITB) ☐Exempt: _13-1-98___
☒Small Purchase (Contract Under $60,000) ☐Other: _____

Requesting Department: _Airport_____   Staff Name: _Kelly Bynon, Administrative Manager_____

Procurement Requirements:

Procurement files shall be maintained for all purchases and contracts, regardless of the method of procurement. The procurement files shall contain the basis on which the awards are made, all submitted bids/proposals, all evaluation materials (bid tabs or Evaluation Committee Reports), scoresheets, quotations, and all other documentation related to or prepared in conjunction with evaluations, negotiations, and the award processes. The procurements shall contain written determinations from the Requesting Departments, signed by the Chief Procurement Officers (this document), setting forth the reasoning for the contract award decisions before submitting them to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING (CPD)

YES	N/A		YES	N/A	
☐	☒	**Written Determination (srvs)**	☒	☐	**Quote(s) (3 Valid & Current for Over 20k)**
☐	☒	**RFP - Confidential info to be provided to GB by CPD Buyer**	☐	☒	**BAR**
☐	☒	**ITB (include bid tab)**	☐	☒	**FIR**
☐	☒	**Other: _____**	☒	☐	**Certificate of Insurance (srvs)**
☐	☒	**Cooperative Agreements and GSAs and Statewide Price Agreements (include the cover page to show valid date, se page, and items to be purchased)**			
☒	☐	**Horizon Declination or Screenshot of horizonsofnewmexico.org/services.html (srvs)**			
☒	☐	**Summary of Contract (only on contracts)**			
☒	☐	**Current Santa Fe Business Registration (or Exemption if no tax)**			
☒	☐	**Executed Contract or Price Agreement (legal and contractor must sign before purchasing approves)**			
☐	☒	**Chief Procurement Officer (or designee) Approval for Exempt from Procurement (use memo on our site)**			
☐	☒	**Evaluation Committee Report (RFPs only)**			
☐	☒	**Signed Sole Source Determination, Vendor Written Quote, SS Letter from Contractors, and 30 Days Email**			
☒	☐	**>20k = Memo addressed to City Manager (Under 150K) Committees/City Council (Over 150K)**			

Kelly Bynon	_Admin Mgr_	_07/10/2024_
Department Point of Contact	Title	Date
_____		_____
Department Director		Date
		Jul 24, 2024
_____		_____
Chief Procurement Officer		Date
_____	_____	_____
ITT Representative	Title	Date

CoSF   Version 3 12.1.2023

CM_Gatekeeper Systems_Full Packet_KB

Final Audit Report   2024-07-29

Created:	2024-07-23
By:	Kristy Miera (kamiera@santafenm.gov)
Status:	Signed
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2024-07-23 - 10:10:52 PM GMT

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2024-07-24 - 4:16:56 PM GMT- IP address: 104.47.64.254

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2024-07-24 - 4:17:25 PM GMT

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2024-07-25 - 0:17:39 AM GMT- IP address: 63.232.20.2

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2024-07-25 - 0:19:49 AM GMT

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2024-07-25 - 12:54:48 PM GMT- IP address: 174.218.23.143

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Signature Date: 2024-07-26 - 0:33:28 AM GMT - Time Source: server- IP address: 63.232.20.2

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✍ Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair

2024-07-29 - 8:00:25 PM GMT- IP address: 216.207.130.218

✍ Document e-signed by John Blair (jwblair@santafenm.gov)

Signature Date: 2024-07-29 - 8:00:27 PM GMT - Time Source: server- IP address: 216.207.130.218

✅ Agreement completed.

2024-07-29 - 8:00:27 PM GMT

Signature: _____

Email: xivigil@santafenm.gov

24-0469 Gatekeeper Systems, Inc.

Final Audit Report   2024-07-29

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By:	XAVIER VIGIL (xivigil@santafenm.gov)
Status:	Signed
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2024-07-29 - 10:15:48 PM GMT