

REQUEST FOR PROPOSAL

Solicitation No. 7006782

Volunteer Management Tracking Software

Deadline for Proposal Submittal:

May 20, 2019 at 2:00 p.m.(Central Time)

*Location: DFW Airport Headquarters
Procurement and Materials Management Department
2400 Aviation Drive
DFW Airport, TX 75261*

Airport Board Contact:

**Mr. Shannon Hamilton
972-973-1102 (fax)
shhamilton@dfwairport.com**

Mail or Deliver Complete Bid Package To:

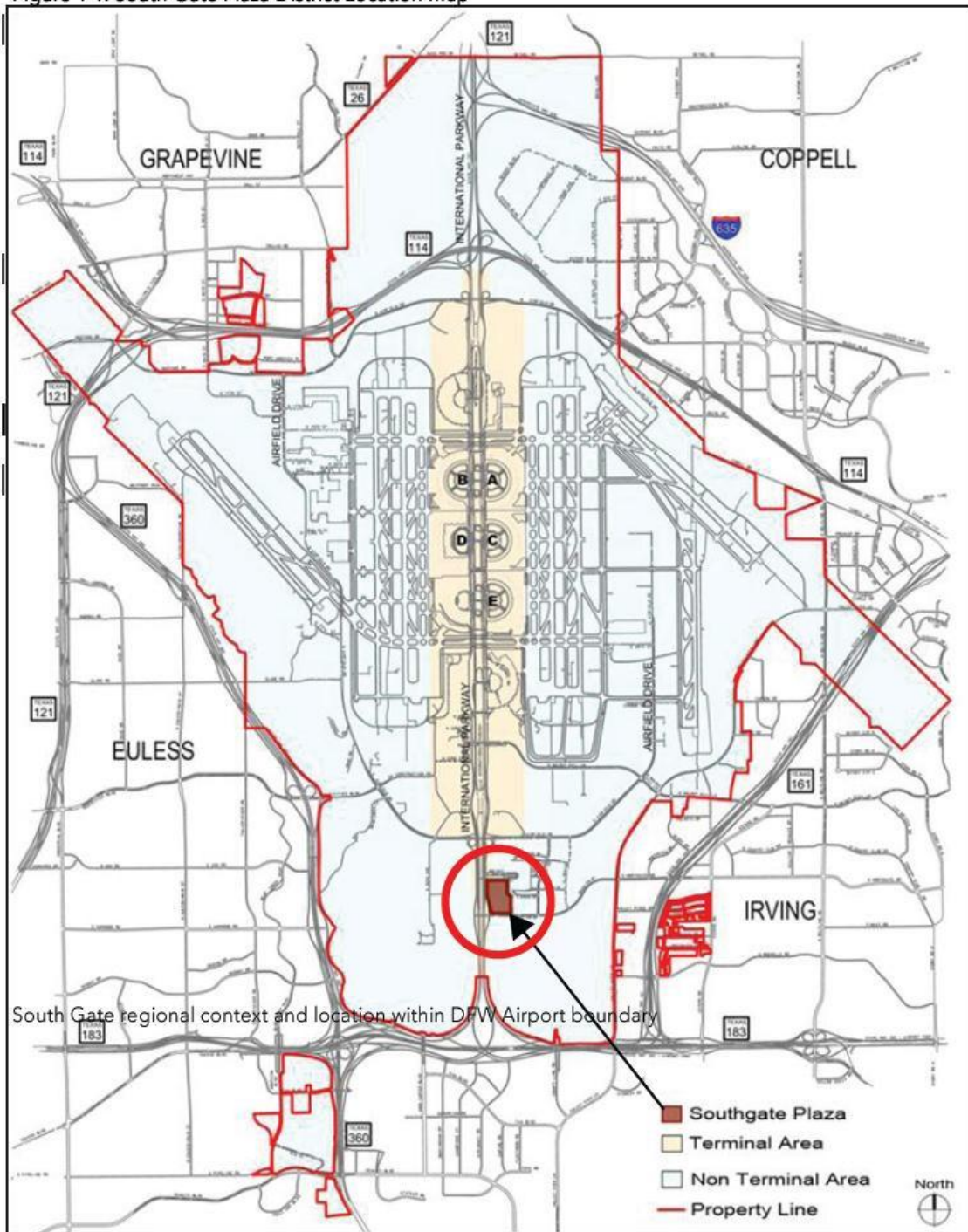
**Procurement and Materials Management
DFW International Airport
Delivery Address: 2400 Aviation Drive
Mail Address: P.O. Box 619428
DFW Airport, TX 75261-9428**

A Pre-Proposal Conference Will Be Held

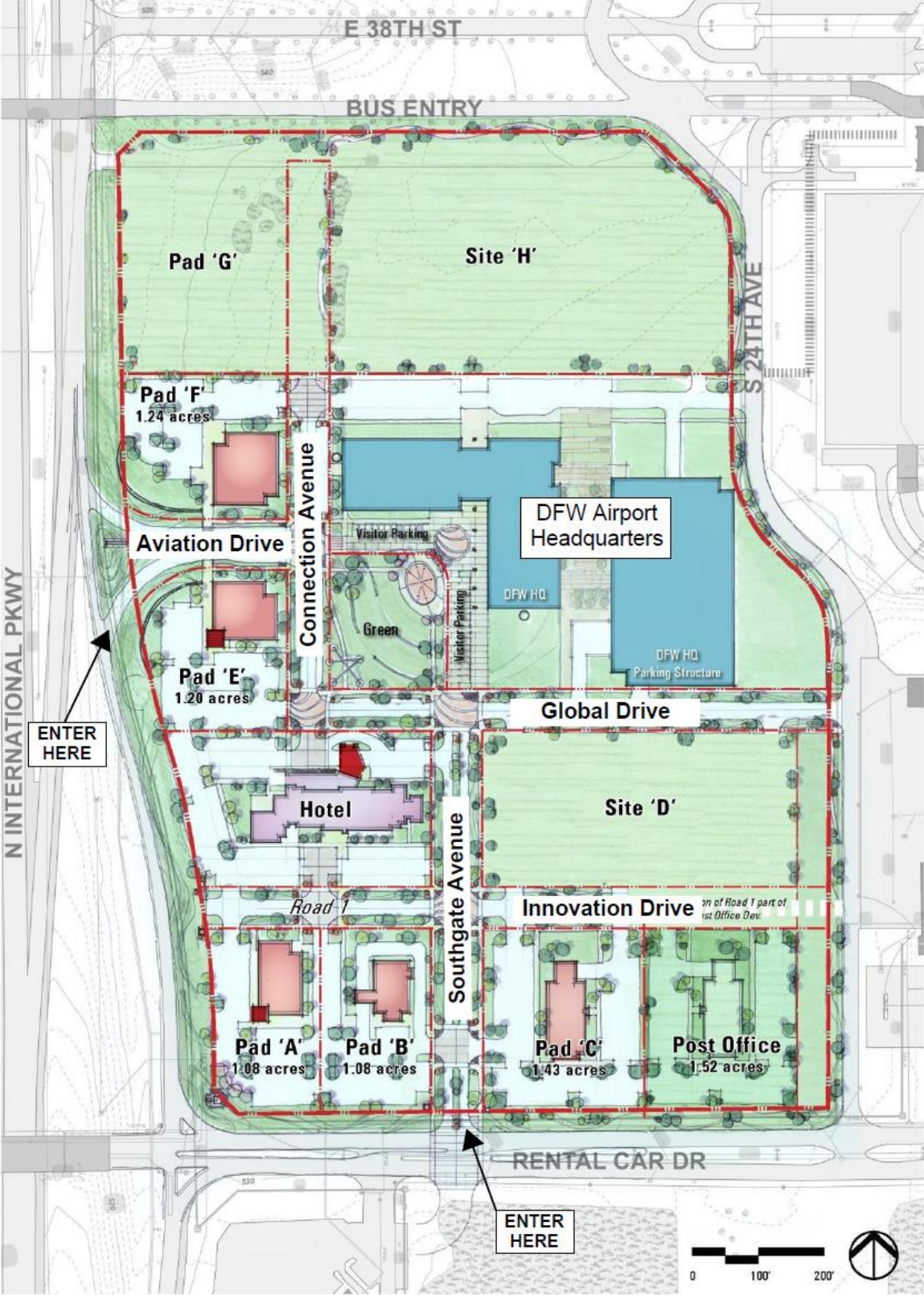
A Pre-Proposal Conference will be held on May 3, 2019 , at 1:00 p.m. (Central Time) at the DFW Airport Headquarters, 2400 Aviation Drive, DFW Airport, Texas 75261. While attendance is not mandatory, all interested firms are encouraged to attend. See Proposal Instruction and Requirements Section for details.

DFW AIRPORT HEADQUARTERS LOCATION MAP SOUTHGATE PLAZA

Figure 1-1: South Gate Plaza District Location Map



DFW AIRPORT HEADQUARTERS



SOLICITATION SUMMARY

1 GENERAL DESCRIPTION

The DFW Airport Customer Experience Department is seeking a volunteer management software tool to track information for its Ambassador program.

2 SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this Solicitation. The Board reserves the right to revise the Tentative Schedule of Events if such revision is deemed to be in the best interest of the Board.

RFP Advertise Dates:April 26st and May 3rd, 2019
RFP Release Date:April 29, 2019
Pre-Proposal Conference:May 3, 2019 at 1:00 pm (Central Time)
Deadline for Questions:May 10, 2019
Proposal Due Date and Time: May 20, 2019, at 2:00 pm (Central Time)
Evaluation Period:.....May 21st – 23rd, 2019
Interviews:.....May 24, 2019
Board Approval Date:.....N/A
Notice to ProceedJune 2019

3 CONTRACT TERM

one (1)-year period with options to renew for four (4) additional one (1)-year periods

4 SMALL BUSINESS ENTERPRISE (SBE) GOAL

SBE goal for this contract is: 0%

5 APPLICABLE LAWS

This solicitation is being conducted in accordance with Texas Local Government Code Title 8, Subtitle A, Chapter 252 and/or Government Code 2254, as applicable.

6 RECEIPT OF REQUEST FOR PROPOSAL DOCUMENT

If you obtained this RFP document by notification through a newspaper advertisement or from our website, or you want to modify your contact information, please contact the Airport Board Contact person identified on the front cover. Please include your contact information and if you are interested as a prime or subconsultant for this business opportunity.

7 INSURANCE REQUIREMENTS

Before a contract can be executed, the successful bidder shall provide evidence of insurance coverage in accordance with the "Insurance Provisions" in Exhibit A contained within this solicitation document. Bidders and their insurance agent, broker or representative must review the insurance provisions to understand its requirements and cost to contract with the Airport Board. An insurance affidavit is included in this solicitation verify the bidder and their insurance agent, broker or representative will comply with the insurance provisions if a contract is awarded.

8 SUBMITTAL LABEL

**IMPORTANT
REQUIREMENT FOR BID / PROPOSAL SUBMITTAL**

Bid/Proposal submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Therefore, please affix the label below to the outside of the sealed bid/proposal submittal package(s).

If the delivery service used (i.e. FedEx, UPS, courier, etc.) does not permit this label to be affixed on the outside of their delivery box or envelope, then the bidder/proposer must seal the contents of their bid/proposal and affix this label on the sealed package before they place that package in the box or envelope provided by the delivery service.

If this label is not used, it is the bidder's responsibility to ensure this information is written on the outside of the delivery package. Bids or proposals received by the DFW Airport that do not have the information requested below displayed on the outside of their bid or proposal may be rejected.



DFW AIRPORT BID / PROPOSAL SUBMITTAL LABEL

Bid / Proposal Number: 7006782

Bid / Proposal Name: Volunteer Management Tracking Software

Due Date and Time: _____

Company Name: _____

Contact Name: _____

Company Address: _____

Telephone Number: _____

9 NO PROPOSAL FORM

NO PROPOSAL INFORMATION FORM

SOLICITATION NO. 7006782

SOLICITATION TITLE: Volunteer Management Tracking Software

If your firm elects not to submit a proposal, please complete and fax or email this form to:

Shannon Hamilton
Dallas/Fort Worth International Airport Board
Fax: 972-973-1102 / Email: shhamilton@dfwairport.com

Please check all that apply:

- Do not sell the item(s) or services required
- Cannot be competitive
- Cannot meet the specifications or qualifications described in the attached bid
- Cannot provide insurance required
- Cannot provide bonding required
- Cannot comply with indemnification requirements
- Job too large
- Job too small
- Do not wish to do business with the DFW Airport
- Company's current workload does not allow for additional work
- Other reason: _____

Company Name:

Authorized Officer or Agent:

Telephone: _____ Facsimile Number: _____

or

Email: _____

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PROPOSAL INSTRUCTIONS AND REQUIREMENTS

A Proposal is requested by the Dallas/Fort Worth International Airport Board (herein called Board). The Board will receive separate sealed Proposals until the deadline for Proposal submittal. This Section provides information on how and where to submit a Proposal and other pertinent information regarding this Solicitation. Those who submit proposals are required to read and comply with these instructions.

1 DEFINITIONS

Contractor or Successful Proposer may be used throughout this Solicitation to mean that Proposer that is awarded a Contract as a result of this Solicitation.

2 CONTACT INFORMATION

It is the Proposer's responsibility to obtain clarification of any information contained herein. Proposers must submit all questions or requests for clarification ONLY in writing and ONLY to the contact person identified on the Cover of this Request for Proposal. The Solicitation Number must be referenced in all correspondence pertaining to this solicitation. Proposer contact with Board personnel other than designated Airport Board Solicitation Contact may be cause for Proposal rejection.

3 PRE-PROPOSAL CONFERENCE

- 3.1 If a Pre-Proposal Conference is held, it shall be open to all interested parties prior to Deadline for Proposal Submittal for the purpose of discussing the requirements of the solicitation and/or to inspect the location where Work is to be performed. All Proposers are strongly encouraged to attend. Proposers may make written inquiries concerning the RFP to obtain clarification of the requirements. Inquiries must be submitted in writing no later than the due date and time identified in the Solicitation summary. Inquiries received by this deadline, and corresponding answers, will be available to Proposers of record as soon as possible. A response to inquiries is at the sole discretion of the Board.
- 3.2 Proposers that do not attend may be required to provide additional information or documentation to validate that they fully understand the Board's requirements.
- 3.3 It is the responsibility of the Proposer to fully understand the scope of work and the conditions under which Work is to be performed. Failure to attend a Pre-Proposal Conference shall not relieve a Proposer from full performance of any Contract awarded to the satisfaction of the Board. No minutes will be provided for this meeting.

4 ADDENDA AND CLARIFICATIONS

- 4.1 The Board may, at its sole discretion, elect to issue changes or clarifications to the Proposal Solicitation. The Board will issue changes or clarifications in the form of a written addendum. Written addenda shall be the ONLY FORM of amendment to the Solicitation. Other written information or verbal communications, including but not limited to discussion in a Pre-Proposal conference, shall not constitute a change to the requirements of the Solicitation. Addenda, if issued, will be mailed, faxed, and/or emailed to all known prospective Proposers and posted on the Board's website (www.dfwairport.com) prior to the date and time of the Deadline for Proposal Submittal.
- 4.2 It is the Proposer's responsibility to ensure receipt of any addenda issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from any obligations under its Proposal as submitted. The Proposer must sign all addenda and return them with their Proposal. All addenda shall become part of the Contract documents.
- 4.3 Clarification to the solicitation will be issue separately and will not become part of the final contract.

5 SMALL BUSINESS ENTERPRISE (SBE)

- 5.1 The Board strongly encourages SBE (small business enterprise) firms to participate in this solicitation and encourages joint venture Proposals that include SBE-certified firms.
- 5.2 SBE prime Contractors can count their self-performance toward meeting the SBE goal, but only for the scope of work and at the percentage level they will self- perform.
- 5.3 Proposers are directed to review the Special Provisions (Exhibit B) for specific goals and compliance requirements.
- 5.4 SBE Certificates for prime and/or subconsultants. Be sure that the certificates confirm certification as a Small Business Enterprise (SBE); other certifications, such as Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Historically Underutilized Business (HUB), are not acceptable. Companies may hold multiple certifications, but one of those certifications must be as a SBE from an authorized certification agency.

6 PROPOSAL PREPARATION

- 6.1 Submittals: Proposer must submit all Proposal Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its Proposal. Proposer's failure to include all submittals may be cause to consider a Proposal non-responsive.
- 6.2 Endorsing the Proposal: An authorized officer of the Proposing Firm must sign the Proposal. Signature of the Proposal will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Proposal Response Forms. Proposers that take exception to the Board's General Terms and Conditions, Special Provisions, and/or Specifications shall do so at the risk of Proposal rejection. Electronic signature using the Board's online Proposal System shall comply with this requirement.
- 6.3 Proposal Language / Currency: Proposers must submit their Proposal in the English language and Proposal pricing must be in Dollars of the United States of America.
- 6.4 Freight and Shipping: Proposal prices shall include the cost to ship all products and materials to the Dallas/Fort Worth International Airport, F.O.B. Destination, Freight Prepaid and Allowed.
- 6.5 Tax Exempt Status: Purchases by the Airport Board are exempt from sales and use tax under Section 151.309 of the Texas Tax Code (the "Code"). In addition, Contractor purchases of tangible personal property and taxable services for the purpose of reselling them to the Board under this Contract may also be exempt from sales and use tax under Code Section 151.302. Where legally permitted, Contractor shall provide the vendor or supplier with a properly executed resale certificate at the time of purchasing tangible personal property and/or taxable services that are to be resold to the Board under this Contract.
- 6.6 Acceptance of Specification Requirements: The Board will presume that the product or service offered complies with each requirement of the specifications unless indicated otherwise. If the product or service offered is different than specified, Proposer must note the difference on an attached document that details the exception(s) to specifications. Failure of the Proposer to make the required acknowledgements may cause the Proposal to be considered non-responsive, in the sole determination of the Board. Should any product be delivered or service performed which is not as the Successful Proposer has purported it to be in its Proposal, said Successful Proposer will be required to correct any deficiencies without additional cost to the Board.
- 6.7 Proposer Requirements: The Proposer must have demonstrated experience in the successful completion of Scope of Work / Specifications of a similar nature and scope. The Successful Proposer must take prime contractor responsibility, including the management and performance of all subcontractors and products (goods) provided.
- 6.8 Solicitations Including Requirements for Goods

- 6.8.1 Brand Name or Equal: To establish an understanding of the type products that will be considered responsive to the Specifications, specific manufacturers and series or model numbers may have been referenced. Such brand identification is intended to be descriptive, not restrictive, and is referenced to indicate the quality and characteristics of products that will be satisfactory. Other makes and models may be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.
- 6.8.2 Proposals offering "equal" products will be considered for award if such products are clearly identified in the Proposals and are determined solely by the Board to be equal in all material respects to the brand name products referenced.
- 6.8.3 Proposers must submit upon request by the Board, complete manufacturer's descriptive literature and/or samples of the product being offered. This request may be made after receipt of bids.
- 6.8.4 Proposers proposing products other than that specifically referenced must be prepared, if requested by the Board, to fully demonstrate that the proposed products are equivalent to the referenced products and capable of achieving the desired results. Such demonstration(s) shall be made solely at the Proposer's expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Board.
- 6.8.5 Unless the Proposer clearly indicates in its Proposal that it is offering an "equal" product, its Proposal shall be considered as offering the brand name and product model referenced.
- 6.9 Alternate Proposals: Alternate proposals will not be accepted; only one proposal per proposing firm will be accepted.
- 6.10 Proposer Costs: Any costs that may be incurred to prepare responses, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and / or contract negotiations, if applicable, shall be the sole responsibility of the Proposer.
- 6.11 Confidential or Proprietary Markings: Any portion of the Proposal that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposing Firm, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the Board with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

7 PROPOSAL FORMAT REQUIREMENTS

7.1 Overview

To facilitate and expedite the evaluation process, all information in the Proposal should be organized and presented as directed below. A Proposal may be deemed to be non-responsive and may be disqualified, at the Board's discretion, if the Proposal fails to comply with the following instructions.

7.2 Proposal Organization

- 7.2.1 Each copy of the Proposal shall be submitted in a 3-ring binder.
- 7.2.2 Proposal text shall be typed in font no smaller than 10 point, on 8.5-inch by 11-inch paper, with one inch margins. Proposals may be either single-sided or double-sided pages and single-spaced for the entire submitted proposal document.
- 7.2.3 All Proposal sections shall be divided by the use of numeric index tabs. All pages within these sections shall be uniquely numbered for purposes of easy reference.
- 7.2.4 Proposals shall be assembled in accordance with the following format.

7.2.4.1 **Cover Letter (1 Page Limit)**

Include an explicit statement indicating that the Proposer, if successful, will be the Prime Contractor for the Work.

7.2.4.2 **Table of Contents**

Include references to sections and page numbers

7.2.4.3 **Disclosure Statements**

7.2.4.3.1 Proposer's disclosure and description of any outstanding legal issues and claims against it in connection with current Scope of Work / Specifications or other Scope of Work / Specifications undertaken in the last five (5) years.

7.2.4.3.2 The past fiscal year's audited financial statement of Proposer and most recent affirmative statement of financial capability.

7.2.4.3.3 Proposers shall include in their response a statement affirming that no member of the Board, no official or employee of the Board, and no member of any commission, committee, board or corporation controlled or appointed by the Board has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value. In addition, the firm shall furnish a statement that identifies any member of the Board and any official or employee of the Board who, the firm has reason to believe, would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm. Upon request by the Board's Vice President of Procurement and Materials Management or an authorized agent thereof, the firm shall respond to any questions relating to the subject of this section.

7.2.4.4 **Addenda**

The acknowledgement page(s) of all addenda issued by the Board shall be signed by the Proposer's authorized representative and submitted in this section.

7.2.4.5 **Tab 1 – Brief Executive Overview (1 Page Limit)**

7.2.4.5.1 Introduction of the Proposer's company including history, location, qualifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), notable achievements, etc.

7.2.4.5.2 Overall summary regarding plans to meet Board requirements.

7.2.4.5.3 Identify proposed subcontractors, if any, by listing name, address, telephone and contact person. For each listed proposed subcontractor, include a brief history, qualifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), notable achievements, etc. Proposer shall state whether it has worked with the listed proposed subcontractors in the past, addressing contractual relationship, frequency and scope of work completed.

7.2.4.5.4 Proposers shall complete the forms titled "Organizational Summary Information", "Business Disclosure", and "Proposal Endorsement" included in this Solicitation. (Forms are available in "Proposal Response Forms" section)

7.2.4.6 **Tab 2 - Statement of Work (5 Page Limit)**

7.2.4.6.1 Identify all major project tasks and milestones for the Work to be performed.

7.2.4.6.2 If appropriate, identify all major project tasks and milestones to be performed by subcontractors; group all project tasks by the associated subcontractor.

- 7.2.4.6.3 Describe how the Proposer plans to successfully accomplish the Scope of Work / Specifications objectives.
- 7.2.4.6.4 List all human resources contributing to the Scope of Work / Specifications and their respective major area of responsibility in this project as well as the percentage of time to be spent on this project. Include the resumes (biographical information) at the end of this section for all proposed program personnel. Resumes are limited to one page per person and they not count against this tabbed section's page limit.
- 7.2.4.6.5 Describe all airport staff requirements, resources, and information required by the proposer.
- 7.2.4.6.6 Provide a proposed project organizational chart, identifying reporting structure and areas of responsibility.
- 7.2.4.7 **Tab 2 – System Support (5 Page Limit)**
- 7.2.4.7.1 Support of Upgrades and other system support; and data integrity.
- 7.2.4.8 **Tab 3 - Implementation (5 Page Limit)**
- 7.2.4.8.1 The Proposer must provide a preliminary implementation plan, based on their understanding of the Work to be performed. This plan must provide time spans from the date of Notice to Proceed to completion of the Work (number of days, not specific dates). The Proposer must show the various phases of the project in Gantt Chart Format. The plan should cover all key phases and steps in the Scope of Work / Specifications, from Contract award through final acceptance of the Work.
- 7.2.4.8.2 Provide a brief narrative description of the schedule for the Work addressing key milestones.
- 7.2.4.8.3 Describe the proposed approach/procedures for meeting acceptance requirements. Provide a sample acceptance test plan methodology.
- 7.2.4.8.4 Provide a narrative description of the plan for performing any optional task(s), including overall approach, schedule, training plan, and anticipated outcome.
- 7.2.4.9 **Tab 4 – User Support (5 Page Limit)**
- 7.2.4.9.1 Post-implementation training, Help Desk support and communication with users/customers..
- 7.2.4.10 **Tab 5 - List of Exceptions / Substitutions / Clarifications / Additions**
- 7.2.4.10.1 Although the Scope of Work included Project Requirements of the solicitation represents the Board's anticipated needs, there may be instances in which it is in the Board's best interest to permit exceptions to requirements and accept proposed alternatives.
- 7.2.4.10.2 The Board shall consider the number and substance of alterations to the Board's stated requirements as a factor in determining the most advantageous response.
- 7.2.4.11 **Tab 6 - Reference List / Experience (Limit one page per reference)**
- 7.2.4.11.1 FOR THE PRIME CONTRACTOR - Provide a list of three (3) different and most recent entities for which Work has been completed. Include the following information:
- Company/Entity name
 - Address
 - Contact names (IT, project leader, and functional contacts)
 - Phone number
 - Email addresses (if known)
 - Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any prime or sub consultant team members who worked on the referenced project that are also proposed for this solicitation's Scope of Work.

7.2.4.12 **Envelope 1 - Small Business Enterprise (SBE) Participation (Do not include this section in the thumb drive copies) Must respond even if SBE goal is zero percent. Section worth up to 20 points.**

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7.2.4.12.1 **Affirmative Action Plan** – Respondent's Affirmative Action Plan and/or policy statement, including goals with respect to hiring staff for the Agreement and any Delivery Orders that may be issued under it. Such plan must include, but not be limited to goals for women and minorities for management and non-management positions.

7.2.4.12.2 **Private sector participation.** Firm's ability to demonstrate D/S/M/WBE on private sector work or on contracts that require no goals. How is the overall effectiveness of your company's diversity and inclusion initiatives measured? Is it tied to a goal or metric? If so, what is the goal/metric and how have you performed in relation to the goal historically?

7.2.4.12.3 **Team selection.** Explain the selection of your team composition including diversity within the team and any opportunities given to team members that may be new to your team and why they were selected.

7.2.4.12.4 **Assurance.** Do you have a dispute resolution/mediation plan in place? If so, what is that process?

7.2.4.12.5 Include the following completed forms as a part of this section. (Forms are available in Exhibit B):

- Work Force Composition Form
- Commitment to SBE Participation Form*

Note: * If the SBE Goal is 0% and no SBE participation is proposed, note the forms as "Not Applicable".

7.2.4.13 **Envelope 2 – Pricing (Do not include this information in any proposal copies or thumb drives)**

Provide one copy of the proposed pricing in a sealed envelope entitled "Pricing". Proposal pricing shall be assembled and presented in accordance with the format and instructions of this solicitation. Also include the following forms if included in the solicitation:

- Cooperative Purchasing Provisions
- Insurance Review Verification
- Insurance Affidavit
- Contracting Prohibitions Verification

8 SUBMITTAL OF PROPOSALS

8.1 **The Board will accept Proposals no later than the Deadline for Proposal Submittal in hard copy form. The Board will not consider late proposals. All Proposals submitted in response to this RFP shall become the property of the Board and will not be returned to the Proposer.**

8.2 Hard Copy Proposals must be signed, sealed in an opaque envelope or container, and delivered to the Board's Procurement and Material Management (PMM) Offices. Unsigned, unsealed or late Proposals will not be considered. The Proposer must submit one original, one USB, and four exact copies of each proposal. The Proposal submittal must be clearly marked with the Solicitation Number, Proposal Due Date and Time and addressed to the attention of the PMM Department.

8.3 Proposer must provide all information requested in this Solicitation for a Proposal to be considered responsive.

8.4 All Proposers must organize their response in accordance with the instructions in the Proposal Format Requirements Section of this Solicitation.

- 8.5 The Solicitation is structured to elicit substantive responses to each question or statement of requirement. Responses such as “Comply” or “Acknowledge” with no explanation are strongly discouraged. Use of such terms will be taken to mean the Proposer agrees to fully comply with the section in the way intended by the Board.
- 8.6 **Proposal Bond:** If a Proposal Bond is required, details will be included in the Special Provisions of this Solicitation. Proposer will be required to submit the original copy of any Proposal Bond required with the Hard Copy Proposal or otherwise deliver it to the PMM Office prior to the Deadline for Proposal Submittal. This requirement applies if the Proposal is submitted electronically. Proposal Bonds must be delivered in a sealed envelope bearing the Solicitation Number and Deadline for Proposal Submittal Date and Time.
- 8.7 **Non-Compete Agreements or Clauses:** By submission of a bid or proposal or the execution of a contract, Bidder/Contractor agrees that the Board will not be bound by any non-competitive agreements or similar agreements that inhibit the Board’s right to award and execute a contract to any company that submits a bid or proposal to the Board.

9 PROPOSAL RECEIPT / EVALUATION OF PROPOSALS

- 9.1 Responses to this Solicitation (Proposals) become the exclusive property of the Board. Proposals will be opened by the Board so as to avoid disclosure of contents to competing Proposers and kept secret during the process of negotiation. **Proposals will not be publicly read.** After Contract award, all proposals submitted become a matter of public record and, upon request, shall be open for public inspection, with the exception of those portions of each proposal that are defined by the Proposer as business or trade secrets and are clearly marked as “Trade Secret,” “Confidential” or “Proprietary.”
- 9.2 After Proposals are opened, they will be evaluated on the basis given in the specifications/Scope of Work and as described in the “Evaluation Criteria” Section of this RFP. Until final award of a contract, the Board reserves the right to reject any or all Proposals, to waive technicalities, or to proceed with a Contract for the services otherwise as deemed in the Board’s best interest.
- 9.3 The Board reserves the right to require additional information from any or all Proposers and to conduct necessary investigations to determine (a) if the product and/or service offered meets the Board’s requirements, (b) the quality and reliability of the Proposer’s performance, and/or (c) to determine the accuracy of the Proposal information. As part of said investigations, the Board may interview and/or visit companies or public entities listed as references.
- 9.4 The Board reserves the right to select any/all options that is/are determined to be in its best interests and at the sole discretion of the Board.

10 PROPOSAL AWARD

- 10.1 If a Contract is awarded as a result of this Solicitation, it will be made by the Board to the Proposer whose Proposal is determined to be the most advantageous to the Board, taking into consideration the relative importance of price and other evaluation factors, as identified in the Evaluation Criteria Section of this Solicitation.
- 10.2 Proposals shall remain valid during the evaluation process time period including award of the Contract. Typically this time period is a minimum of 120 days however it can run longer than that period.
- 10.3 The Board reserves the right to make multiple awards if deemed in its best interest to do so.

11 CONTRACT WITH THE BOARD

- 11.1 The Board and the Contractor agree to perform this Contract in strict accordance with the documents listed below, all of which are made a part of this contract, in the order of precedence listed. Subject to the order of precedence set forth below, the documents listed constitute the entire Contract between the parties.

- Negotiated Modifications, if applicable
 - Addenda, if applicable
 - Solicitation Specifications / Scope of Work
 - Special Provisions
 - General Terms and Conditions
 - Contractor's Bid / Proposal
- 11.2 Proposer is required to review all the terms, conditions and contract provisions contained in this Solicitation to ensure it can comply with and concurs with all requirements.
- 11.3 Proposer is required to review any insurance requirements that may be required in the Special Provisions to ensure it has adequate insurance or it will obtain the required insurance if awarded a Contract. Proof of insurance must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.
- 11.4 Proposer is required to review the payment terms and is advised that, unless other terms are requested and accepted, payment shall be made in accordance with the Texas Prompt Payment Act, including the provision that payment be made within 30 days after receipt of a valid invoice or receipt of products / services in accordance with the specifications, whichever is later.
- 11.5 Limited Notice to Proceed Procedure. The Board reserves the right to issue a Limited Notice to Proceed (LNTP) prior to contract execution for the purpose of the contract awardee to begin the specified work. The purpose of the LNTP is to engage the work to meet Board deadlines and to execute contracts with any subcontractors engaged with the contract. The contract awardee shall proceed with work as directed under the LNTP. While work may proceed under the LNTP, payments shall not be made until the contract is executed. Bidder acknowledges that the contract will not be executed until all submittals, including the subcontract agreements, have been provided to the assigned contract administrator. Fully-executed subcontract agreements are due within thirty (30) business days after receipt of LNTP (receipt is defined as the date of the email or facsimile used to deliver the LNTP letter).
- 11.6 CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016, all contracts approved by the Dallas/Fort Worth International Airport Board will require completion of Form 1295 "Certificate of Interested Parties" pursuant to Texas Government Code Section 2252.908. Contractors/Vendors awarded an Airport Board approved contract, change order, amendment or renewal will be required to submit a signed and notarized copy of the completed Form 1295 to the Board at the time the Contractor/Vendor submits the signed contract to the Board. Information regarding how to use the filing application is available on the Texas Ethics Commission website. Please visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, for more information.

12 DETERMINATION OF NON-RESPONSIBLE PROPOSER

The Board may disqualify a Proposer as non-responsible and its Proposal shall not be considered for reasons including but not limited to the following.

- 12.1 Reason for believing collusion exists among the Proposers.
- 12.2 Where the Proposer, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Board, or with either the cities of Dallas or Fort Worth, or where such litigation is contemplated or imminent, in the sole opinion of the Board.
- 12.3 The Proposer being in arrears on any existing Contract or having defaulted on a previous Contract.
- 12.4 Where the Proposer, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.
- 12.5 Where a Proposer or subcontractor thereof has failed to disclose a potential conflict of interest or discovered to have a conflict of interest in accordance the Board's Code of Business Ethics.

- 12.6 Where a Proposer, its subcontractor, or individual officer/principal of the Proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.

13 DETERMINATION OF NON-RESPONSIVE PROPOSAL

The Board may disqualify a Proposal as non-responsive and it shall not be considered for reasons including but not limited to the following:

- 13.1 Proposal received after the time limit for receiving Proposals.
- 13.2 Proposal was not signed.
- 13.3 Improper or insufficient Proposal guaranty, if required.

14 REJECTION OF PROPOSALS

- 14.1 The Board will automatically reject any Proposal that is submitted after the Deadline for Proposal Submittal, and return it unopened.
- 14.2 Until a Contract is executed, the Board reserves the right to reject any or all Proposals, to waive technicalities, to re-advertise, to decline to proceed or to otherwise proceed with procurement of goods and services herein defined by other method(s) allowed by law and in the best interests of the Board.

15 WITHDRAWING PROPOSALS

- 15.1 Proposer, by submitting a proposal, warrants and guarantees that the proposal has been carefully reviewed and checked and that it is in all things true, accurate and free of mistakes. However, Proposers have a common law right to withdraw a proposal due to material mistake in the proposal.
- 15.2 Proposer must submit a request to withdraw a proposal in writing to the Vice President of Procurement and Materials Management. The written request to withdraw a proposal must state the reason for withdrawal request and, if the request is made after deadline for proposal submittal, the details of the material mistake must be included in the request. A proposal for which withdrawal is properly requested prior to deadline for submittal will be returned to the Proposer unopened.
- 15.3 If the Bidder elects to withdraw its proposal and withdrawal is accepted by the PMM Vice President or Designee, then the proposal/bid will become null and void. The proposal/bid will not be eligible to be reinstated.

BID/PROPOSAL CHECKLIST

SOLICITATION NO. 7006782 BIDDER/PROPOSER: _____

A check mark in the space provided indicates these forms, documents or actions have been completed and are included in the bid or proposal package. All deviations from the specifications, form submittals or action items must be documented separately and included in the bid or proposal submission.

This checklist is intended to be an aid to reduce the possibility of errors in bid or proposal submission; it is not intended to relieve the Bidder/Proposing Firm (Proposer) from its obligations to review and comply with the solicitation requirements.

Please include a copy of a completed checklist with the bid or proposal response.

Bid/Proposal Submittals

- Signatures.** All forms requiring a signature have been signed.
- Bid/Proposal Forms.** All forms completed, including:
 - Bid/Proposal Pricing Form(s)
 - Business Disclosure Form
 - Organizational Summary Form
 - Bid/Proposal Endorsement Form
 - All other forms requested as part of the solicitation.
- Bid/Proposal Bond Form (if applicable).** Checked for accuracy, including verification that the contract number and name are included, a sufficient amount/percentage is provided and the form is submitted in the appropriate bid/proposal package. Bonds should be made on the form furnished in the solicitation and be executed by not less than one corporate surety admitted to do business in the State of Texas. Individual sureties will not be accepted.
- Addenda.** When applicable, Bidder/Proposer submits signed addenda issued as part of the solicitation. If any addenda included amended bid or proposal pages or attachments, those documents must be used and included with the bid or proposal. Bidder/Proposer has checked the Board's website or the assigned Board contact to ensure all addenda, if any, have been received.
- SBE Compliance.** If a SBE goal is provided, Bidder/Proposer has included prime and/or subcontractor participation sufficient to meet or exceed the stated goal. **Self-performance by an SBE Prime Bidder/Proposer can be credited towards the SBE goal.** If the stated goal is not achieved, the Bidder/Proposer has provided documentation evidencing good-faith effort towards meeting the goal with their bid or proposal. Refer to Exhibit B for required SBE forms. Include the following completed SBE forms with proposal submission:
 - Evaluation Criteria
 - Work Force Composition Form
 - Commitment to SBE Participation Form*
 - Schedule of Subcontractors*
 - Intent to Perform Contract as a SBE Subcontractor Form*
 - Good Faith Effort (GFE) Criteria & Support Documentation* (Applicable if SBE goal is not achieved. Reference SBE Provisions Section for details).

- SBE Certificates for prime and/or subcontractors. SBE certificates must be from an approved certification agency. SBE firms must also have a place of business in the Airport's market area at the time of bid/proposal submission to be credited towards the SBE goal.

Note: *If the SBE goal is 0% and no SBE participation is proposed, note the forms as "Not Applicable".

- Vendor References.** When requested, Bidder/Proposer provided the requested number of references for the Bidder/Proposer and, when stipulated, subcontractor references.
- Bidder/Proposer Qualifications.** When applicable to the specifications, Bidder/Proposer provided all certifications, licensing or other requested qualifications verification forms or information necessary to validate the prime or subcontractors qualifications to provide products or services.

Bid/Proposal Completion Actions

- Read/Confirm Intent to Comply.** Bidder/Proposer has read the Work/Product Specifications, Special Provisions, General Terms and Conditions and confirms that he/she will comply with all requirements as provided.
- Proofreading.** Bidder/Proposer has proofread all documents to ensure all information provided by the Bidder/Proposer is accurate and responsive to the solicitation specifications. The Board is not responsible for errors made by the Bidder/Proposer.
- Bidder/Proposer has proofread all mathematical and number entries to ensure accuracy and commitment to honor pricing as submitted.
- Insurance Compliance.** Bidder/Proposer has contacted insurance agent or representative to verify insurance requirements are met, if awarded a contract, and that it will meet the on-line insurance registration requirements by sending your insurance certificate to dfwcoi@dfwairport.com. (See Exhibit A).
- Late Bids/Proposals.** Please note the time, date and delivery location (or mailing address if submitted by U.S. Postal Service). Late bids or proposals will not be accepted.

Supplier Registration for Solicitation Notification and Payments

- Supplier Registration.** While not a requirement of the bid or proposal submittal, Bidder/Proposer has registered in the Board's Supplier Registration System, which is required for contracting with the Board. Web Address:
<http://www.dfwairport.com/procurement/index.php>

END OF PROPOSAL INSTRUCTIONS AND REQUIREMENTS

EVALUATION CRITERIA

- 1 The evaluation criteria or elements listed below will be used to determine which proposal response is most advantageous to the Board. Said determination will be made in the Board's best interest, and shall therefore be considered final. Responses received to this solicitation will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. The response to the requirements of the solicitation and Scope of Work as well as the proposed prices will be used in the Board's evaluation. The Board's evaluation team may consider feedback from references and/or the Board's direct experience with a proposing firm or a proposed subconsultant as part of their evaluation process and consideration for scoring proposals. The Board's evaluation team reserves the right to shortlist firms based upon scores/ratings received during the evaluation process. Scoring of Diversity & Inclusion Initiatives criteria below may be the exclusive responsibility of the Board's Business Diversity and Development Department's committee representative or, if the committee desires, be scored by the full voting committee members. Scoring of Pricing criteria below is the exclusive responsibility of the Board's Procurement and Materials Management Department's committee representative. Generally, all of the available points are awarded to the "acceptable" proposal offering the lowest price. A percentage of the available points are then assigned to other acceptable proposing firms, based on the percentage of difference between their pricing and that offered by the lowest priced proposing firm. Note that a proposing firm who is otherwise acceptable and proposes a price greater than double that of the lowest priced proposing firm with an acceptable proposal would receive zero points in this "Price" category.
- 2 Discussions may be conducted with finalist firms as determined by the evaluation team. Proposers shall be treated fairly and equally with respect to any opportunity for discussions and revisions of Proposals. Inasmuch as the Board may not request best and final offers, Proposers are strongly urged to provide competitive pricing since revisions may not be permitted after submissions and before the award of the Contract.
- 3 The evaluation criteria are listed below in the order of their relative importance:
 - 3.1 Technical/Compliance with the Scope of Work (30 Points). This category will be evaluated based on:
 - Overall understanding of the Board's requirements provided in the Scope of Work/Services
 - Compliance with and overall approach to Statement of Work tasks
 - Detailed approach to meeting task requirements
 - Background and experience of proposed Contractor and team member personnel, including proposed subcontractor personnel; rationale for selection of team members and their assigned roles
 - 3.2 System Support (10 Points). This category will be evaluated based on:
 - Support of Upgrades and other system support; and data integrity
 - 3.3 Implementation (20 Points). This category will be evaluated based on:
 - Proposed implementation plan for meeting service requirements
 - Rationale and realism of the proposed project schedule
 - Training plan
 - 3.4 Diversity & Inclusion Initiatives (20 Points). This category will be evaluated based on an interview process:

Initial proposal will be evaluated based on:

 - **Affirmative Action Plan – Respondent's Affirmative Action Plan and/or policy statement, including goals with respect to hiring staff for the Agreement and any Delivery Orders that may be issued under it. Such plan must include, but not be limited to goals for women and minorities for management and non-management positions.**

- **Private sector participation.** Firm’s ability to demonstrate D/S/M/WBE on private sector work or on contracts that require no goals. How is the overall effectiveness of your company’s diversity and inclusion initiatives measured? Is it tied to a goal or metric? If so, what is the goal/metric and how have you performed in relation to the goal historically?
- **Team selection.** Explain the selection of your team composition including diversity within the team and any opportunities given to team members that may be new to your team and why they were selected.
- **Assurance.** Do you have a dispute resolution/mediation plan in place? If so, what is that process?
-

Note: * If the SBE Goal is 0% and no SBE participation is proposed, note the forms as “Not Applicable”.

Please refer to the Board’s SBE Policy Section in the Special Provisions for details about the policy and the Board’s SBE participation goal for this Contract.

Required Forms (Refer to Exhibit B for Required Forms) (Submission of all forms is required for evaluation but will not count towards the 20 point allocation).

Work Force Composition: Present statistics on company-wide work force composition (company or business structure applicable to project) by gender and race/ethnic make-up.

Commitment to SBE Participation Form*: Detail Prime’s commitment to meeting the SBE goal.

Schedule of Subcontractors*: List all subcontractors the Prime intends to use in performing the work of the contract, including non-SBEs and detail percentage and dollar commitment for each.

Intent to Perform Contract as a SBE Subcontractor*: Representation by Prime to enter into a subcontract with identified SBE firm(s) if awarded the contract.

Good Faith Effort (GFE) Criteria & Support Documentation*: If the Prime fails to meet the SBE goal, this documentation must be submitted at the time of bid/proposal submission.

SBE Certificates for Prime and/or Subcontractors. Small Business Enterprise (SBE) certificates must be from an approved certification agency. Other certifications, such as Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Historically Underutilized Business (HUB) certifications are not acceptable. The proposed SBE firm(s) is also required to have a place of business in the Airport’s market area at the time of bid/proposal submission.

3.5 Price (10 Points). The Price will be evaluated based on the proposed cost of performing work as provided in the pricing proposal of each proposing firm.

3.6 User Support (10 Points). This category will be evaluated based on:

- Post-implementation training, Help Desk support and communication with users/customers.

END OF EVALUATION CRITERIA

SPECIFICATIONS / SCOPE OF WORK

1 General Overview

- 1.1 In light of the Airport's key goal to deliver the ultimate customer experience, this specification for an updated Ambassadors Volunteer Scheduling and Management system is set forth.
- 1.2 The Specification sets out DFW's detailed requirements for an Ambassadors Volunteer Scheduling and Management system suitable for qualifying volunteers, managing volunteer profiles, managing duty assignments, scheduling, integrating with email, text messaging and the DFW Airport website, tracking volunteer activities, enabling check-in and check-out, reporting, and ensuring the system's accessibility to volunteers.
- 1.3 DFW is seeking proposals for an off-the shelf, easily configurable, hosted, online volunteer scheduling and management application.

2 Requirements Overview

Currently, the DFW Airport Ambassadors program staff schedule and assign duties to volunteers manually using a log book. Most volunteers remain in their initial assigned locations but these locations could change. Recruitment of prospective volunteers is performed by targeting geographic areas based on anecdotal knowledge of current volunteers. Reporting to upper management is ad hoc and not timely.

In order to improve the effectiveness of Ambassadors, Volunteer scheduling and duty assignments must be automated. Recruiting must be performed based on actual historical data. Reporting functions must be easily accessible and performed regularly.

The purpose of the proposed system, therefore, is to (1) improve volunteer coverage of potential Customer touchpoints; (2) target recruitment of prospective volunteers more effectively; (3) enhance volunteer satisfaction and effectiveness; and (4) report more accurately, regularly and easily to DFW Airport management.

Proposed volunteer management systems should be Cloud-based services that support Ambassador staff and Volunteers logins from Windows-based systems and on desktop and mobile devices.

2.1 Qualifying Volunteers

The proposed system must provide a way to evaluate volunteers' backgrounds and interests in order to train them and place them properly.

2.2 Managing Volunteer Profiles

The proposed system must provide a way to maintain profiles and be able to revise them via the Volunteer or via the Ambassador staff.

2.3 Managing Volunteer Opportunities

The proposed system must be able to maintain profiles of the opportunities for volunteering at DFW Airport.

2.4 Managing Duty Assignments

The proposed system must provide a way to default a Volunteer's duty assignment (which terminal, location within the terminal, and shift, or other opportunity) to the same assignment on upcoming rosters; and the system must provide the flexibility to easily change duty assignments by the Volunteer or by the Ambassador staff .

- 2.5 Scheduling**
The proposed system must provide a way to fill open positions and make their availability visible to volunteers.
- 2.6 Integrating with Email, SMS and Website**
The proposed system must provide automated email and text notifications to Volunteers. The proposed system must also be able to link to an external web site, such as dfwairport.com, for any needed resources and information.
- 2.7 Managing the Onboarding of Volunteers**
The proposed system must provide the ability to manage the onboarding of Volunteers through the various steps of the process.
- 2.8 Tracking Volunteer Activities**
The system must be capable of tracking volunteers' actual activities by their engagements in DFW Opportunities and their categories (e.g., at kiosk) and by their service locations (e.g., Kiosk 1 in Terminal D, up to 250 locations).
- 2.9 Enabling Check-In and Check-Out**
The proposed system must provide a way for Volunteers to check-in and check-out on their own with a resulting stored timestamp.
- 2.10 Surveys**
Surveys can be automatically and optionally required upon volunteer check-out.
- 2.11 Reporting**
The proposed system must provide for periodic and ad hoc reporting. Please provide options and samples.
- 2.12 Accessible to Volunteers and Ambassador Staff**
The system must be accessible to Volunteers and Ambassador Staff via a Windows-based login systems. It be automatically formatted for desktops and mobile devices (i.e., mobile responsive).
- 2.13 Application Look and Feel**
Optional: Optionally, DFW Airport branding, including logos and graphics can be utilized to achieve the look and feel of the volunteer portal, automated emails, and application website.

3 Required Products and Services – what are we buying?

- 3.1 Secure Cloud based Ambassadors Volunteer Scheduling and Management system
 - 3.1.1 Professional Services related to the system installation
 - 3.1.1.1 Configuration of software per DFW requirements
 - 3.1.1.2 Conversion of existing User Profile Data currently in Excel format into the new system
 - 3.1.1.3 Configuration of User Interface
 - 3.1.1.4 Reporting services
 - 3.1.1.5 Integration services to enable link with DFW Airport website, email, and text messaging
 - 3.1.1.6 Onsite administer training
 - 3.1.2 Change requests (as needed)
 - 3.1.3 System support – Please provide what level of support is provided within the product you specify
 - 3.1.4 User support– Please provide what level of support is provided within the product you specify

3.2 Functional Requirements – What exactly are we asking the service / product to do?*

Requirements Number	Capability Family	Capability/Functionality	Required/Optional	How Solved
3.2.1	Qualifying Volunteers	Qualifying Volunteers		
3.2.1.1	Qualifying Volunteers	Provide a way for Staff to evaluate volunteers' backgrounds and interests in order to train them and place them properly.	Optional	
3.2.1.2	Qualifying Volunteers	Provide a way for Staff to evaluate volunteers backgrounds as knowledge, training, experience and interests	Optional	
3.2.2	Managing Volunteer Profiles	Managing Volunteer Profiles		
3.2.2.1	Managing Volunteer Profiles	Provide a way to maintain profiles and be able to revise them.	Required	
3.2.2.2	Managing Volunteer Profiles	Either Volunteers through their Volunteer Portal, or Ambassador staff, can revise profiles.	Required	
3.2.2.3	Managing Volunteer Profiles	Volunteer Profiles can have approved attachments	Required	
3.2.2.4	Managing Volunteer Profiles	Volunteer profiles will include data items and data item categories that can be defined by Ambassador Staff and can be added or removed by Ambassador Staff.	Required	
3.2.2.5	Managing Volunteer Profiles	Profile data items can be identified as editable by either Volunteer or Staff or both	Required	
3.2.2.6	Managing Volunteer Profiles	Volunteer credentials and other attributes are searchable	Optional	
3.2.2.7	Managing Volunteer Profiles	Capable of storing and allowing updates to the attributes outlined in the note below**	Required	
3.2.2.8	Managing Volunteer Profiles	Security of the data must be provided per Security requirements separately specified below	Required	
3.2.3	Managing Volunteer Opportunities	Managing Volunteer Opportunities		

3.2.3.1	Managing Volunteer Opportunities	Maintain opportunities for volunteering	Required	
3.2.3.2	Managing Volunteer Opportunities	Data includes the following information:	Required	
3.2.3.3	Managing Volunteer Opportunities	Short Description	Required	
3.2.3.4	Managing Volunteer Opportunities	Tasks to be performed	Required	
3.2.3.5	Managing Volunteer Opportunities	Physical Location	Required	
3.2.3.6	Managing Volunteer Opportunities	Shift hours from and to	Required	
3.2.3.7	Managing Volunteer Opportunities	Requirements such as Volunteer Title, DFW Badge Access, Volunteer Role, and Ambassador Status	Required	
3.2.3.8	Managing Volunteer Opportunities	Long Description	Optional	
3.2.3.9	Managing Volunteer Opportunities	Credentials required, e.g., Training, Certification	Required	
3.2.3.10	Managing Volunteer Opportunities	Restrictions	Required	
3.2.3.11	Managing Volunteer Opportunities	Other attributes of the Opportunity, such as relationships to other opportunities, whether long-term or short-term, expected length of opportunity, number of volunteers in that particular role	Required	
3.2.4	Managing Duty Assignments	Managing Duty Assignments		
3.2.4.1	Managing Duty Assignments	Provide a way to default a Volunteer's duty assignment (which terminal, location within the terminal, and shift, or other opportunity) to the same assignment on upcoming rosters; and the system must provide the flexibility to change duty assignments.	Required	

3.2.4.2	Managing Duty Assignments	Ambassador Staff can place volunteers according to their requests, preferences, interests and restrictions	Required	
3.2.4.3	Managing Duty Assignments	Volunteers can be automatically matched to opportunities based on preferences, interests and restrictions within the Volunteer profiles.	Optional	
3.2.4.4	Managing Duty Assignments	All duty assignments are subject to system approvals by Ambassador Staff	Required	
3.2.5	Scheduling	Scheduling		
3.2.5.1	Scheduling	Provide a way to fill open positions by Ambassador Staff and make the positions availability visible to volunteers.	Required	
3.2.5.2	Scheduling	Opportunities will include shifts and physical locations.	Required	
3.2.5.3	Scheduling	Placements will require approvals by Ambassador Staff	Required	
3.2.6	Integrating with Email, text messaging, and Website	Integrating with Email, text messaging and Website	Required	
3.2.6.1	Integrating with Email, text messaging, and Website	Allow for email notifications and requests from and to volunteers. Communications can result from a change in status, or the need for a prompt to perform a step in the onboarding process, a notification to perform a needed activity, like attending training, or a reminder prompted by an event or timer, such as to renew a security badge access.	Required	
3.2.6.2	Integrating with Email, text messaging, and Website	The proposed system must also be able to link to an external web site, such as dfwairport.com, for any needed resources and information.	Required	
3.2.7	Managing the Onboarding of Volunteers	Managing the Onboarding of Volunteers		

3.2.7.1	Managing the Onboarding of Volunteers	Track the status of volunteers as they are onboarded	Required	
3.2.7.2	Managing the Onboarding of Volunteers	Statuses include Registered, Mail or Email sent, Attended Orientation, Submitted Application, Interviewed, Attended Classroom Training, Received Security Access, Received Uniform, Available for Scheduling (Active Volunteer)	Required	
3.2.7.3	Managing the Onboarding of Volunteers	Send reminder or notification emails to volunteers regarding next steps in their onboarding process	Required	
3.2.8	Tracking Volunteer Activities	Tracking Volunteer Activities		
3.2.8.1	Tracking Volunteer Activities	Capable of tracking volunteers' actual activities by their categories (e.g., at kiosk) and by their service locations (e.g., Kiosk 1 in Terminal D).	Required	
3.2.9	Enabling Check-In and Check-Out	Enabling Check-In and Check-Out		
3.2.9.1	Enabling Check-In and Check-Out	Provide a way for volunteers to check-in and check-out with a resulting stored timestamp.	Required	
3.2.9.2	Enabling Check-In and Check-Out	Allow for check-in and out from Windows-based systems and on desktop and mobile devices.	Required	
3.2.9.3	Enabling Check-In and Check-Out	Ambassador staff can check-in and check-out volunteers when needed	Required	
3.2.9.4	Enabling Check-In and Check-Out	Check-in and out Stations will have DFW Airport branding	Optional	
3.2.10	Surveys	Surveys		
3.2.10.1	Surveys	Surveys can be automatically and optionally required upon volunteer check-out	Optional	
3.2.10.2	Surveys	Surveys can be one-time use or re-used	Optional	

3.2.10.3	Surveys	Surveys can be added and modified to the opportunity	Optional	
3.2.10.4	Surveys	Survey results can include data items that can be stored and later aggregated or summarized for reporting	Optional	
3.2.11	Reporting	Reporting		
3.2.11.1	Reporting	DFW Airport can access its data in an unrestricted manner, in order to generate reports.	Required	
3.2.11.2	Reporting	Please provide ad hoc and periodic reports that are normally generated by the application. Please give examples of the reports.	Required	
3.2.12	Accessible to Volunteers and Ambassador Staff	Accessible to Volunteers and Ambassador Staff		
3.2.12.1	Accessible to Volunteers and Ambassador Staff	The system must be accessible to Volunteers and Ambassador Staff via an online Windows-based login systems. It will be automatically formatted for desktops and mobile devices (i.e., mobile responsive).	Required	
3.2.12.2	Accessible to Volunteers and Ambassador Staff	Support up to 1,500 active volunteers; please also provide the price to retain records of inactive volunteers (data similar to that of active volunteers) totaling 2,500, 5,000, and 5,000+ active and inactive volunteers.	Required	
3.2.12.3	Accessible to Volunteers and Ambassador Staff	Volunteers will be able to login to a portal that allows them to search for opportunities in multiple ways.	Required	
3.2.12.4	Accessible to Volunteers and Ambassador Staff	Search on key words	Optional	
3.2.12.5	Accessible to Volunteers and Ambassador Staff	Search for matches of key words in opportunities to the same key words in their profiles	Optional	

3.2.12.6	Accessible to Volunteers and Ambassador Staff	Volunteers will be able to login with a login id and password and be able to access his or her profile and schedule	Required	
3.2.12.7	Accessible to Volunteers and Ambassador Staff	Capability for volunteer to be able to change password, and capability for an admin or Ambassador Staff to reset password	Required	
3.2.12.8	Accessible to Volunteers and Ambassador Staff	Check-in and Check-out performed by volunteers or by Ambassador Staff on behalf of Volunteers from online Windows-based systems on either desktops and mobile devices (i.e., mobile responsive).	Required	
3.2.13	Application Look and Feel	Application Look and Feel		
3.2.13.1	Application Look and Feel	DFW Airport branding, including logos and graphics can be utilized to achieve the look and feel of the volunteer portal, automated emails, and application website	Optional	

*Notes / Legend:

- ***How Solved?** We are asking each vendor to describe how each must will be satisfied according to the following code:
 - **OTS=** This can be satisfied by the off-the-shelf product at the time of implementation, apart from customization but including configuration, *included in the base price that is offered*. If the functionality is on the roadmap, but not in the current product add 'future' to the OTS designation and attach the roadmap to the response.
 - **OTS+=** This can be satisfied by the OTS product + Configuration + additional upgrade of a module or a higher level of product; *this is base price plus an incremental fee*.
 - **Cust=** This functionality can only be satisfied via customization
 - **N/A=** This functionality cannot be addressed by our products

**Volunteer Profiles must be capable of storing and allowing updates to the following attributes:

Name
Volunteer Title, e.g., Navigator, Adult Volunteer, Canine Team
Birth Date
Home Address
Phone Number
Email address
Driver License Number
Vehicle License Plate Numbers
Vehicle Toll Tag Numbers
DFW Badge Access, e.g., Air Side With Ramp Access, Air Side Without Ramp Access,
Customs, Non-Air Side
Volunteer Role, e.g., Photographer, Admin, Terminal Greeting, Terminal Directions,

- Transport Directions
- Volunteer Restrictions
- Volunteer Interests
- Volunteer Preferences
- Volunteer Certifications
- Volunteer Background
- Volunteer Applicable Knowledge
- Volunteer DFW Airport Training
- Non-DFW Airport Training
- Other Volunteer Credentials
- Volunteer Restrictions
- DFW Airport Awards
- Aggregated Hours
- Ambassador Status, e.g., active, inactive, attended orientation, submitted application, interviewed, attended classroom training, signed up for security badge access, signed waivers, Explored Outside Secure Areas. Explored Inside Secure Areas
- Photographs

3.3 Training: If not supplying, why?

- 3.3.1 The offered price for implementation should account for the following expectations for training
 - 3.3.1.1 Admin/Configuration Training- onsite training for up to 10 DFW individuals
 - 3.3.1.2 Train the Trainers – Up to 10 DFW individuals will be able to train Volunteer End Users
 - 3.3.1.3 End user Training- Training will be conducted by Ambassador Staff
 - 3.3.1.4 User manuals and soft copies of training material for each level of training

3.4 IT Security & Infrastructure Requirements

- 3.4.1 Cloud service provider shall (all are required)
 - 3.4.1.1 Comply with all applicable Board policies, federal, state, and local laws, regulations and requirements
 - 3.4.1.2 Provide the database in a Secure Cloud
 - 3.4.1.3 Provide appropriate reports such as Service Organizational Controls (SO2 Type 2) on a periodic basis
 - 3.4.1.4 Encrypt all confidential data such as Personally Identifiable Information (PII), in transit and at rest

3.5 Disaster Recovery Requirements

- 3.5.1 The Cloud service provider shall provide (All are required)
- 3.5.2 Ability to recover backed up data at Recovery Point Objective 24 hours
- 3.5.3 Allow for Maximum Tolerable Period of Disruption (MTPD) 48 hours
- 3.5.4 Periodic DRP test reports to make available to the airport with sufficient notice

3.6 Integration Requirements – what are the systems needed to be connected. Risks?

- 3.6.1 Ambassador Staff will be able to login to the system from a link on the DFW Airport website.
- 3.6.2 Notifications of schedule updates and requests will be sent and received via email and text messaging.

3.7 Data Ownership and Use

- 3.7.1 The Airport Board's ownership rights over its data shall be firmly established in the service contract to provide a basis for trust and privacy of data. The Airport retains exclusive ownership over all its data; the cloud provider acquires no rights or licenses through the agreement, including intellectual property rights or licenses, to use the airport's data for its own purposes; and the cloud provider does not have the right to copy, distribute, retain, nor delete the data and may not claim any interest in the data due to security. Additionally, cloud vendors shall not use the Airport Board's data in any way that violates the federal or state laws and regulations, or Airport Board policies. Departments shall exercise extreme caution when sharing the Airport Board's classified, sensitive or restricted

data within a cloud computing service.

- 3.7.2 In all cases, the Airport Board's intellectual property rights shall be protected.
- 3.7.3 The Airport has unrestricted access, use and ownership of the Ambassador program data and such data cannot be released to any third party without the Airport's prior written approval,
- 3.7.4 The vendor will not charge the Airport for access to the data in the Ambassador system,
- 3.7.5 The vendor will be required to turn over to the Board the Ambassador program data if/when the Board chooses to no longer use the Ambassador program solution (in a usable format).

3.8 Upgrades and System Support

- 3.8.1 Vendors will provide a copy of their product roadmap to indicate the expected system enhancements and high-level timeline for the next 3-5 years
- 3.8.2 Vendors will provide a plan for and give examples of how they manage, communicate, and execute system upgrades

3.9 Which specific policies are relevant to this RFP:

DFW Airport Procurement

Please respond to the following:

- 3.9.1 Considering the base, off-the-shelf functionality and any proposed customizations, list what sections of the Airport's Ambassador program policies cannot be complied with. List the specific policy number(s) and explain why.
- 3.9.2 List what policies, by policy number, will require customization to work within the proposed software system.
- 3.9.3 For each proposed customization, provide the additional time, in business days, is required to draft, test and install the proposed customization.

END SPECIFICATIONS / SCOPE OF WORK

AIRPORT PROVISIONS

1 BOARD'S RIGHT TO INSPECT AND AUDIT

- 1.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the Board shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Board to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from Board or its Authorized Representative.
- 1.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Board, it's agents and Authorized Representatives. The Contractor shall provide the Board with retrievals of computer-based records or transactions that the Board determines to be necessary to conduct the audit. There shall be no charge to the Board for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transaction stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrieval requested, within seven (7) calendar days.
- 1.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the Board's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. The Board shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.
- 1.4 The Contractor shall insert an item containing all these Audit provisions, including this paragraph, in all subcontracts hereunder except altered as necessary for the proper identification of the contracting parties and the Board under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.
- 1.5 In addition, where projects are funded wholly or in part by federal grants, the FAA, the Secretary and the Comptroller General of the United States or any of their duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of the recipient that are pertinent to grants received in accordance with CFR 49, Part 18, as it may be amended from time to time.
- 1.6 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract value audited, the cost of the Board's audit shall be paid by the Contractor.

2 CONTRACT TERM

- 2.1 This Contract, if awarded, shall be for an initial **one-year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Board's Vice President of Procurement and Materials Management Department, unless renewed under the provisions below.
- 2.2 This Contract, as executed, shall include the **options to renew for four (4)** additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Board's discretion.

3 INSURANCE PROVISIONS (EXHIBIT A)

4 **SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS (EXHIBIT B)**

Notification is hereby given that a SBE contract specific goal has been established for this Contract. The Contractor/vendor has committed to zero percent (0%) SBE participation of the total dollar value of this Contract including any change orders and/or modifications throughout the term of this contract/agreement. The commitment is a contractual commitment upon execution of the contract.

5 **COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable Federal, State and Local laws, statutes and ordinances, and with all applicable regulations or orders of any governmental department, board, bureau or agency, including the Board.

6 **CODES OF BUSINESS ETHICS**

6.1 All Board employees must adhere to the Board's Code of Business Ethics, which is included in this Section by reference. The Contractor is therefore prohibited from offering or providing Board employees, directly or indirectly, any gifts or other items that the Board's Code of Business Ethics does not allow the employee to accept. The Contractor shall ensure that all of its management and other Fair Labor Standard Act-exempt employees associated with this Contract read and understand the Board's Code of Business Ethics. The Board may require each such employee of the Contractor to acknowledge in writing that they have read and do understand the Board's Code of Business Ethics found online at www.dfwairport.com.

6.2 Additionally, the Board frequently uses outside contractors to perform functions similar to those performed by Board employees (e.g., project managers, quality assurance inspectors, payment analysts, contract administrators, etc.). Contractor employees who perform work associated with this Contract (including any supplemental agreements, extra work authorizations, delivery orders, change orders, etc.) shall comply, in all respects, with the Board's Code of Business Ethics as it relates to their assigned scope of work on this Contract. For example, a quality assurance inspector may not accept a gift from a subcontractor that he or she is monitoring, if the Board's Code of Business Ethics would prohibit a Board employee performing the same duties from accepting the gift.

6.3 Any questions related to the interpretation of this Section shall be directed to the Airport Board's General Counsel.

6.4 The Contractor shall insert an Article containing all the provisions of this Section, including this paragraph, in all subcontracts hereunder executed except altered as necessary for the proper identification of the contracting parties and the Board under this Contract.

7 **CONTRACTING PROHIBITIONS: AS REQUIRED BY STATE LAW**

7.1 **Bid Rejection:** Board will reject any bid from a bidder that:

7.1.1 Boycotts Israel;

7.1.2 Contracts with or provides supplies or services to a foreign terrorist organization;

7.1.3 Engages in certain scrutinized business operations in Sudan, Iran or with a designated foreign terrorist organization; or

7.1.4 Has been complicit in the Darfur genocide during any preceding 20-month period. ¹

7.2 **“Boycott Israel” Defined:** “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

7.3 **Verification:** Each Bidder must execute and submit with its bid the verification included. That verification will:

7.3.1 Form a material part of its bid; and

8 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE):

8.1 All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

8.2 Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

9 INDEMNIFICATION AND HOLD HARMLESS

9.1 **CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, VOLUNTEERS AND REPRESENTATIVES OF THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL OR BODILY INJURY, DEATH AND PROPERTY DAMAGE, MADE UPON THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO CONTRACTOR’S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONTRACTOR OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OF PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH, ITS OFFICERS OR EMPLOYEES, IN INSTANCES WHERE SUCH NEGLIGENCE CAUSES PERSONAL OR BODILY INJURY, DEATH, OR PROPERTY DAMAGE. IN THE EVENT CONTRACTOR AND DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

- 9.2 **THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**
- 9.3 **CONTRACTOR SHALL PROMPTLY ADVISE THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT.**

10 JURISDICTION

This Contract shall be construed in accordance with the laws and court decisions of the State of Texas and be enforceable in Dallas County or Tarrant County, Texas, and if legal action is necessary by either party with respect to the enforcement of any and all of its terms and conditions, exclusive venue for same shall lie in Dallas and Tarrant Counties, Texas.

11 NON-DICRIMINATION

- 11.1 As a condition of this Contract, Contractor hereby covenants that it will take all necessary action to insure that, in connection with any Work under this Contract, it will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or Work performed hereunder for a minimum period of three years following final payment by Board or resolution of outstanding issues between the Board and Contractor, whichever is later, with full access allowed to authorized representatives of the Board upon request for purposes of evaluating compliance with this and other provisions of the Contract.

- 11.2 General Civil Rights Provisions (Required by the FAA)

Contractor or Consultant (hereinafter referred to as "the contractor") agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the contractor or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases, the provision obligates the party or any transferee for the longer of the following periods:

(a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

11.3 Title VI Civil Rights Provisions (Required by the FAA)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- 11.3.1 Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 11.3.2 Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- 11.3.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 11.3.4 Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 11.3.5 Sanctions for Noncompliance: In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - 11.3.5.1 Withholding payments to the contractor under the contract until the contractor complies; and/or
 - 11.3.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.
- 11.3.6 Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 11.3.7 Title VI List of Pertinent Nondiscrimination Authorities—During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities;

including but not limited to:

- 11.3.7.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 11.3.7.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- 11.3.7.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 11.3.7.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- 11.3.7.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 11.3.7.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 11.3.7.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 11.3.7.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 11.3.7.9 The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 11.3.7.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11.3.7.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 11.3.7.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

12 TERMS OF PAYMENT

- 12.1 Terms of payment shall be Net 30.
- 12.2 Payment may be delayed on invoices not listing the Contract number. Invoices shall be priced per unit prices as awarded unless Contractor invoices at a discounted unit price. If Contractor invoices

for less than the contracted unit price, the Board has the right to accept invoice and pay the discounted price as full satisfaction of compensation due the Contractor.

12.3 Invoices will be paid following delivery and acceptance unless special arrangements are made through the Vice President of PMM for partial payment or progress payments. Progress payments will be made following receipt of a valid invoice submitted by the Contractor. Invoices must reflect only the amount due for accepted portion of the services performed, materials, and equipment furnished for the period covered by each invoice.

12.4 Unless otherwise directed, invoices shall be submitted by mail, fax or email to:

Dallas/Fort Worth International Airport Board
Procurement and Materials Management Department
Attn: Contract Accounts Payable
P. O. Box 619428
Dallas/Fort Worth Airport, Texas 75261-9428
Fax: 972-973-1102
Email: imaging@dfwairport.com

13 DATA SECURITY COMPLIANCE PROVISIONS

13.1 Definitions

13.1.1 "Confidential Data" is any information submitted to or gathered by Contractor pursuant to this Contract. It includes any Personally Identifiable Information (as opposed to aggregated data) that is considered private in nature, such as health information, addresses, prior work experience, financial data, biometric information, passport numbers, social security numbers, date of birth, permanent resident card information or driver's license numbers. It also includes any information not subject to release under the Texas Public Information Act such as certain information in personnel records, pending litigation, trade secrets, encryption code, security keys, and information relating to computer network security or to the design, operation, or defense of a computer network.

13.1.2 "Breach" means a compromise of security that leads to the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, or access to Confidential Data that Contractor transmits, stores, or otherwise processes.

13.2 PROTECTION OF CONFIDENTIAL DATA: Contractor understands and agrees that in the performance of Work, Contractor may have access to Confidential Data which may be owned or controlled by the Board, and that such information may contain proprietary details, disclosures, or sensitive information which disclosure or use by a third-party may be damaging or illegal. Contractor shall hold all Confidential Data in confidence and it shall be used only in performance of Work under this Contract. Contractor accepts responsibility for any violation of this Section 8.2 by Contractor's personnel and subcontractors performing Work under this contract.

13.3 REGULATORY COMPLIANCE: Contractor shall comply with all applicable international privacy laws, such as European Union General Data Privacy Regulation (GDPR), federal, state, and local laws, regulations, and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality, or security of the Confidential Data. Additionally, Contractor shall comply with applicable Board policies and provisions of the Board's privacy notice posted on www.dfwairport.com and any other Board privacy policies, statements or notices.

13.4 OWNERSHIP OF DATA: Any Confidential Data provided by the Board's employees, agents, consultants or vendors, or created, obtained, procured, used, or accessed by Contractor in the

Board's name or on the Board's behalf, shall always be the sole property of the Board and Contractor shall not have or obtain any rights therein.

13.5 PERMITTED DISCLOSURES: Except where required in furtherance of any Work under this Contract, Contractor shall not share, transfer, disclose or otherwise provide access to any Confidential Data (or any portion thereof) to any third party without the Board's approval. Contractor agrees to remain fully responsible for and liable to the Board for all losses, uses, or disclosures of Confidential Data by its employees, agents, consultants, or subcontractors following a permitted disclosure.

13.6 Information Security Program:

13.6.1 In addition to any other security and data protection requirements set forth herein, Contractor shall follow the ISO 27002 standard and/or NIST Special Publication 800-53, including all published requirements to maintain appropriate administrative, technical and physical safeguards, and other security measures.

13.6.2 The Board may, at its sole option, accept Contractor's alternate Information Security Program in lieu of the requirement to follow the ISO 27002 standard and/or NIST Special Publication 800-53 stated in Section 8.6.1. Contractor's alternate Information Security Program must include appropriate administrative, technical and physical safeguards, and other security measures including, but not limited to, maintaining computer hardware, software programs, and internet security systems for collecting, processing, storing, using, disclosing, and disposing of Confidential Data, that is designated to (a) ensure the security and confidentiality of Confidential Data; (b) protect against any anticipated threats or hazards to the security and integrity of Confidential Data; and (c) protect against unauthorized access to, acquisition of, or use of Confidential Data. Contractor must maintain its alternate Information Security Program during the term of this Contract and must notify the Board of any updates thereto. The Board reserves the right to revoke its acceptance of Contractor's alternate Information Security Program if any updates or revisions creates an unreasonable risk to exposure of Confidential Data.

13.6.3 Notwithstanding Sections 8.6.1 or 8.6.2, Contractor agrees to take all appropriate measures to protect Personally Identifiable Information that is receives, transmits, stores or holds (data in transit or data at rest) under this Contract or in connection with the performance of the Work from improper, unauthorized, or unlawful access, disclosure, use or disposal. All Personally Identifiable Information must be encrypted at rest (in storage), in use, and in transit.

13.6.4 Contractor will implement security training programs to ensure that its employees assigned to carry out Contractor obligations under this Section 8 are properly informed of and fully understand all applicable Security and Privacy Laws. Contractor shall send the Board a statement of compliance annually, indicating that their security training program exists and is being enforced.

13.7 Information Security Breach Notification:

13.7.1 Contractor shall to notify the Board in writing within two (2) days of discovery of any Breach or suspected Breach, or of any loss, unauthorized use, disclosure, acquisition of, or access to any Confidential Data and/or critical business systems. Such notice shall summarize in reasonable detail the Confidential Data affected by the Breach, the effect on the Board, if known, and the corrective action taken or to be taken by Contractor.

13.7.2 Contractor shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Board in all reasonable and lawful efforts to, mitigate, or rectify such Breach. In addition to the notice requirement contained herein, Contractor will immediately report any such

Breach, loss, unauthorized use, disclosure, acquisition of, or access to Confidential Data to the Board's Legal Department.

- 13.8 OTHER NOTIFICATIONS REQUIREMENTS: Contractor agrees to immediately notify the Board in writing of any subpoena, other judicial or administrative order, or proceeding seeking access to or disclosure of Confidential Data. The Board shall have the right to defend such action in lieu of and on behalf of Contractor. The Board may, if it so chooses, seek a protective order or other legal process to prevent the disclosure of Confidential Data. Contractor shall reasonably cooperate with the Board in such defense.
- 13.9 AUDIT AND ASSESSMENT REPORTS: If requested by the Board, Contractor shall provide the Board any documentation to support Contractor's information security and data privacy practices such as, but not limited to, SOC II Report, ISO 27002 Certification, FedRamp Certification, or other similar privacy seals and independent third-party audit reports.
- 13.10 DFW AIRPORT BOARD'S AUDIT RIGHTS: The Board shall have the right to monitor Contractor's compliance with the terms of this Section 8. During normal business hours, and with reasonable prior notice, the Board or its authorized representatives may audit, monitor, and inspect Contractor's facilities and equipment as well as any information or materials in Contractor's possession, custody, or control, and interview Contractor's key employee wherever located, to the extent relating to Contractor's obligations under this Provision. Contractor shall allow the Board and its representatives all necessary access and information to accomplish such audit. An inspection performed pursuant to this paragraph shall not unreasonably interfere with the normal conduct of Contractor's business. The Board will hold in confidence any information obtained in such audit or inspection, except to the extent necessary to enforce this Provisions or in response to a Texas Public Information Act request.
- 13.11 RETURN OF INFORMATION: Promptly upon the expiration or early termination of this Contract, or such earlier time as the Board requests, Contractor shall return to the Board or its designee, all data controlled or held by Contractor pursuant to this Contract in a mutually acceptable format, or render said data unreadable or undecipherable using industry-standard mechanisms. Additionally, Contractor will support transfer of data to another service as identified by the Board, should the Board desire.

END OF AIRPORT PROVISIONS

PROPOSAL RESPONSE FORMS

TO: Vice President of Procurement and Materials Management Department
Dallas/Fort Worth International Airport Board
P. O. Box 619428
DFW Airport, Texas 75261-9428

FROM: _____
PROPOSAL FIRM

1 PROPOSAL PRICING:

Item	Description	Estimated Quantity	Price	Extended Price
1	Volunteer Management Software	1		
2	Training	40 hours		
3	Maintenance/Support	Yearly		

Rates for Contract Renewal Options:

Provide an escalation rate for each contract renewal option period. IF THE BLANK PROVIDED FOR A PERCENTAGE IS LEFT BLANK, IT WILL BE INTREPRETED AS THE PROPOSER PROVIDING A ZERO PERCENT (0%) ESCALATION RATE FOR THE RENEWAL PERIOD(S) LISTED BELOW.

- First Renewal Option Year (1st Contract Year): ____% of Year 2 Pricing
- Second Renewal Option Year (2nd Contract Year): ____% of Year 3 Pricing
- Third Renewal Option Year (3rd Contract Year): ____% of Year 4 Pricing
- Fourth Renewal Option Year (4th Contract Year): ____% of Year 5 Pricing

2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

As permitted under Title 8, Chapter 271, Subchapter F., Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C., Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an Interlocal Agreement with the Board and have prior authorization from the Contractor. If such participation is authorized, all purchases or services will be issued directly from, and shipped directly to, the local governmental entity requiring products or services. The Board shall not be held responsible for any orders placed, deliveries made or payment for products or services ordered by these entities. Each entity reserves the right to determine their participation in this Contract.

Proposer's authorized agent must indicate if Proposer agrees to allow other governmental entities to participate in this Contract, if awarded, under the same terms and conditions by checking the appropriate box below. Proposers will not be penalized for not agreeing to this Provision.

Yes, Agree to Cooperative Purchasing Provision

No, Do Not Agree to Cooperative Purchasing Provision

3 CONTRACTING PROHIBITIONS VERIFICATION

I, _____, on behalf of proposer, verify that:
(Authorized Official)

- 1) Bidder does not engage in any of the activities listed in the clause entitled "Contracting Prohibitions: As Required by State Law" set forth in the solicitation documents and contract; and
- 2) This verification will apply to any contract awarded to bidder.

Date: _____

Bidder:

By: _____

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

¹See Texas Government Code; Chapter 2252; Subchapter F; Prohibition on Contracts with Certain Companies (including Section 2252.152 and 2252.153); Chapter 2270; Prohibition on Contracts with Companies Boycotting Israel; and Chapter 2270; Prohibition on Investing Public Money in Certain Investments (including Sections 2270.0001, 2270.0052, 2270.0102 and 2270.0152).

4 INSURANCE REVIEW VERIFICATION

4.1 Does the proposing firm currently carry the insurance coverage as specified in the Insurance Provisions (Exhibit A)?

Yes No

4.2 If no, has your firm reviewed the steps necessary, including cost, with your insurance agent, broker or internal department to ensure it will obtain the specified insurance?

Yes No

5 SUBCONTRACTOR AGREEMENT VERIFICATION

5.1 Bidder acknowledges notification that it will submit fully-executed copies of each subcontractor agreement to the assigned contract administrator prior to execution of the contract. Contractor is required to submit the subcontract agreement(s) within thirty (30) business days after receipt of Limited Notice to Proceed.

_____ Bidder's Initials

6 ORGANIZATIONAL SUMMARY INFORMATION

1. PROPOSAL FIRM: _____

2. Social Security or Taxpayer Identification Number: _____
(NOTE: Submit copy of Proposer's current W-9 Form.)

3. In what state is the principal place of business? _____

4. Does the state in which the principal place of business or home office is located have local supplier or manufacturer preference laws? No Yes If yes, give applicable percentage: _____%, or other conditions:

5. Optional Information:

- SBE
 - American Indian Female Owned
 - American Indian Male Owned
 - Asian Pacific American Female Owned
 - Asian Pacific American Male Owned
 - Black American Female Owned
 - Black American Male Owned
 - Caucasian Female Owned
 - Caucasian Male Owned
 - Hispanic Female Owned
 - Hispanic Male Owned
 - Indo American Female Owned
 - Indo American Male Owned
 - Other (Please Define):

Certified as a State of Texas Historically Underutilized Business (HUB)
ID Number: _____

Certified as Small Business Enterprise
Certification Agency: _____
Certification Number: _____

Additional Comments if Desired:

7 WORK FORCE COMPOSITION

NAME OF BIDDING FIRM / CONTRACTOR _____

DATE _____

Classification	American Indian or Alaskan Native			Asian or Pacific Islander			Black			Hispanic			White			Total Number of Full Time Employees				
	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%	M	F	ALL	%	
M=Male / F=Female																				
Officials and Managers																				
Professionals																				
Technicians																				
Sales Workers																				
Administrative Support Workers																				
Craft Workers																				
Laborers and Helpers																				
Service Workers																				
TOTAL																				

Definitions in accordance with Equal Employment Opportunity (EEO)

American Indian or Alaskan Native	A person having origins in any of the original peoples of North America, and who maintain their culture through a tribe or community
Asian or Pacific Islander	A person having origins in any of the original people of the Far East, Southeast Asia, India, or the Pacific Islands. These areas include, for example, China, India, Korea, the Philippine Islands, and Samoa.
Black	A person having origins in any of the black racial groups of Africa.
Hispanic	A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
White	A person with origins in Europe, North Africa, or the Middle East.

REMARKS:

8 COMMITMENT TO SMALL BUSINESS ENTERPRISE (SBE)

(REFER TO EXHIBIT B FOR REQUIRED FORMS TO BE INCLUDED WITH PROPOSAL SUBMISSION.)

- **Commitment to SBE Participation Form***: Detail Prime's commitment to meeting the SBE goal.
- **Schedule of Subcontractors***: List all subcontractors the Prime intends to use in performing the work of the contract, including non-SBEs and detail percentage and dollar commitment for each.
- **Intent to Perform Contract as a SBE Subcontractor***: Representation by Prime to enter into a subcontract with identified SBE firm(s) if awarded the contract.
- **Good Faith Effort (GFE) Criteria & Support Documentation***: If the Prime fails to meet the SBE goal, this documentation must be submitted at the time of bid/proposal submission.
- **SBE Certificates for Prime and/or Subcontractors**. Small Business Enterprise (SBE) certificates must be an approved certification agency. Other certifications, such as Minority Business Enterprise (MBE), Women Business Enterprise (WBE) an Historically Underutilized Business (HUB) certifications are not acceptable. The proposed SBE firm(s) is also required to have a place of business in the Airport's market are at the time of bid/proposal submission.

9 INSURANCE AFFIDAVIT

Dallas Fort Worth International Airport Board Solicitation No. 7006782

NAME OF PROPOSER: _____

To be completed by the Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 7006782, and said insurance shall be provided without change to the prices offered.

Name of Proposer: _____

Authorized Agent (please print): _____

Authorized Agent's Signature: _____

Date: _____

To be completed by Proposer's insurance provider:

I confirm that, if awarded the Contract, the Bidding Firm stated above either has insurance coverage or can obtain coverage in compliance with the requirements of DFW International Airport Board Solicitation No. 7006782. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.

Insurance Agency: _____

Insurance Agent's Name (please print): _____

Insurance Agent's Signature: _____

Date: _____

10 BUSINESS DISCLOSURE FORM

It is recommended this form be completed by a governing person, governing authority, or legal counsel.

Information about Entity Submitting Bid/Proposal/Offer
(This information must match the information provided on the Bid/Proposal/Offer.)

Business Name:					
Business Address:			Mailing Address:		
City	State	Zip	City	State	Zip
Business Web Address:					
Business Phone:			Business Fax:		
Contact Person:			Contact's Phone No.:		
Contact's E-Mail Address:					

I. Entity Ownership Information
(Check the appropriate box and provide requested details below.)

Business Structure: (Please check only one box)	
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Joint Venture
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Corporation ("C")	
IF CORPORATION, please check all the type(s) below that are applicable:	
<input type="checkbox"/> For Profit <u>or</u> <input type="checkbox"/> Non Profit	<input type="checkbox"/> Public <u>or</u> <input type="checkbox"/> Private
<input type="checkbox"/> S Corporation	<input type="checkbox"/> Professional <input type="checkbox"/> Parent-Subsidiary <input type="checkbox"/> Close
State of Incorporation, Registration or Formation:	
State:	Month: Year:
Name(s) of Owner(s) or Partners (or Owner of DBA if applicable) Please indicate if any such individual(s) were employed by DFW Airport and the dates employed:	
Name of Joint Venture Participants, if applicable Please indicate if any such individual(s) were employed by DFW Airport and the dates employed:	
UNLESS PUBLICLY TRADED list all individuals, partnerships, corporations or other entities having <u>at least 10%</u> ownership in the business <u>and indicate their percentage of ownership</u> . Please indicate if any such individual(s) were employed by DFW Airport and the dates employed. Attach additional sheets if necessary.	
Form Completion Date:	

Failure to properly complete and submit this form with the bid/proposal/offer may cause the bid/proposal/offer to be considered non-responsive.

Form Revised 10/13

11 **PROPOSAL ENDORSEMENT FORM**

The undersigned, in submitting this Proposal and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS PROPOSAL, WHEN ACCEPTED BY THE BOARD, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND THE BOARD.

Acceptance may take the form of an Acceptance Letter or Purchase Order issued by the Board, or a Contract document issued by the Board and executed by both parties, followed by a Notice to Proceed issued by the Board. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and the Board. After Proposal acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

PROPOSAL FOR SOLICITATION NO. 7006782

SUBMITTED BY:

(OFFICIAL NAME OF PROPOSING FIRM)

By: _____
(Original Signature of Proposing Firm's Authorized Agent)

***Must be signed for proposal
to be considered responsive***

(Typed or Printed Name)

(Title)

(Email and Telephone Number)

(Date Signed)