REQUEST FOR PROPOSAL

Solicitation No. 8005314
Enhanced Call Center System

Deadline for Proposal Submittal:
July 29, 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:
Miriam Seymour
972-973-1102 (fax)
mseymour@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 July 15, 2019, at 1:00 p.m. (Central Time) at DFW Southgate Headquarters Multi-Purpose Room #1B1002. 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
SOLICITATION SUMMARY

1 GENERAL DESCRIPTION
Enhanced Call Center System

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: .......... June 30 and July 7, 2019
RFP Release Date: ............ July 1, 2019
Pre-Proposal Conference: .......... July 15, 2019 1:00 PM (Central Time)
Deadline for Questions: .......... July 17, 2019 4:00 PM (Central Time)
Proposal Due Date and Time: .......... July 29, 2019 2:00 PM (Central Time)
Evaluation Period: .............. August 5-16, 2019
Interviews: .......................... August 21-23, 2019
Board Approval Date: .............. October 3, 2019
Notice to Proceed .............. November 1, 2019

3 CONTRACT TERM
Three Years (3)-year period with options to renew for two (2) 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.
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: 8005314
Bid / Proposal Name: Enhanced Call Center System
Due Date and Time: 

Company Name: 
Contact Name: 
Company Address: 

Telephone Number: 

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NO PROPOSAL INFORMATION FORM

SOLICITATION NO. 8005314

SOLICITATION TITLE: Enhanced Call Center System

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

Miriam Seymour
Dallas/Fort Worth International Airport Board
Fax: 972-973-1102 / Email: mseymour@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.


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.

6.12 Ancillary/Integral Professional Services: In selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, Proposer shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and so shall certify to the Board with its Proposal.

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 (2 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 (2 Page Limit for Prime; 1 Page Limit for Subcontractor)

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 – Approach to Statement of Work (10 Page Limit)

7.2.4.6.1 Discuss the overall understanding of the project Requirements and Scope of Work and specifically, Proposer’s understanding and potential prior work experience and understanding of the role and impact of CCS in proposed DFW Integrated Operations Center (IOC) environment.

7.2.4.6.2 Provide a Technical Solution Description for the Scope of Work:

7.2.4.6.2.1 The System Requirements and Requirements Compliance Matrix provides the Proposer with basic information about existing basis of design, and system requirements. The Proposer shall develop a Technical Solution Description, which meets the requirements of the System Requirements Specification.

7.2.4.6.2.2 The overall Technical Solution Description shall be specific in nature to include manufacturer product names and provide Airport a comprehensive overview of the recommended solution and any other functions supported. Description should include the following at a minimum:

- Understanding of requirements
- Description of solution architecture. Include a diagram showing major components. The description should address how the system is designed for high availability
- Description of CCS functionality
- CCS and CTI integration with other systems and the engineering methodology utilized for integrating third party systems
- Phasing plan detailing the systems integrated and functionality incorporated
- Vendor Implementation and cutover approach

7.2.4.6.3 Warranty and Maintenance (O&M).

7.2.4.6.3.1 Provide a detailed description of Proposers approach in providing integrated Warranty services and meeting SLA requirements.

7.2.4.6.3.2 Include a clear description of what is included in the base warranty period including a description of who will be performing the warranty work.

7.2.4.6.4 Hardware/Equipment Requirements

a. Proposer will provide description and conceptual architecture describing hardware requirements for any servers/equipment required to implement the CCS.

b. Note that hardware requirements will need to be coordinated with and approved by DFW ITS for integration into the DFW technical environment.

(1) Procurement of hardware will be either by Proposer (as an Option below), or by DFW ITS depending on favorable pricing.

(2) DFW ITS shall install hardware into the DFW technical environment with assistance from the Contractor as required.

c. Hardware must be specified to handle the final system configuration at the end of Phase 2.

d. While final counts shall be defined during requirements verification/detail design, consider estimated numbers.

7.2.4.6.5 Licensing
7.2.4.6.5.1 Proposer shall provide a clearly defined, comprehensive list of software licensing agreements required to implement the solution system by phase, based on the requirements, number of servers, number of users, and number of devices, servers, etc.

7.2.4.6.5.2 The quantities of licenses shall support all development, test, production environments.

7.2.4.6.5.3 The product name and version shall be clearly defined.

7.2.4.6.6 Complete and attach the Requirements Compliance Matrix (RCM). Include in Tab 9.

7.2.4.6.7 Proposer shall complete the RCM attached to this RFP. The matrix includes line items for all numbered requirements that are the Proposer’s responsibility. For each element, the Proposer shall indicate if the solution proposed is compliant as is, a user configurable item, compliant with minor customization/development or non-compliant by placing an “X” in the appropriate column. Comments shall be noted as applicable.

7.2.4.7 Tab 3 - Management (6 Page Limit)

7.2.4.7.1 Detailed Management Approach - Describe your approach to managing the Project.

7.2.4.7.2 Provide your proposed management organization, including organization chart, and describe how this organizational structure will facilitate an efficient flow of information.

7.2.4.7.3 Identify the individual who will function as the project manager, including name, home base and brief overview of their qualifications.

7.2.4.7.4 Project Manager Resume (include in Tab 8; does not count in page count)

7.2.4.7.5 Project Manager shall commit full-time role through at least Phase 1 implementation.

7.2.5.7.6 DFW has the authority to approve or disapprove staffing changes for all designated key personnel following award.

7.2.5.7.7 Key Personnel Resumes (include in Tab 8; does not count in page count)

7.2.5.7.8 List key members of staff and subcontractor’s staff to be assigned to DFW’s contract including their roles and estimated participation in delivering the services. For example, Quality Assurance Manager; Lead Engineer/Designer; Lead Trainer

7.2.5.7.9 Resumes shall state clearly any experience specifically related to the Scope of Work and list any similar work successfully completed.

7.2.5.8 Tab 4 - Implementation (8 Page Limit)

7.2.5.8.1 Provide a proposed Work Plan that demonstrates the Proposer’s understanding of phasing desired and the key work elements, milestones, testing, start-up and phasing requirements, especially in achieving “Day One” schedule and operational goals.

7.2.5.8.2 Provide a task plan to accomplish implementation of the project. The Task Plan should address all three phases of the project. Plan must consider requirements validation, solution design, cutover planning, training, problem resolution post cutover, required documentation, and coordination with DFW staff on hardware installation, implementation and testing for each phase.

7.2.5.8.3 Include a Project Schedule in Gannt Chart form.

7.2.5.8.4 Project schedule must adhere to Building Opening Date (BOD) provided in Scope of Work. Identify inherent Scope of Work challenges and the overall plan for meeting project management challenges and requirements. Please discuss specific risks and/or contingency considerations as appropriate.

7.2.5.8.5 Training Plan - Describe your approach to system administrator and user training. Training plan shall include syllabus for each course and approach to training. Clearly define the number of hours and or sessions for each phase included in your proposed plan. Define class environment, materials and qualification of the training staff.
7.2.5.6 Testing and Cutover Approach – Describe your testing approach to ensure all requirements are met. Provide an outline of the Acceptance Test Plan. Describe system cutover approach for initial phase in the new Integrate Operations Center. Also include cutover approach from one phase to the next to ensure continuity of operations and no loss of data.

7.2.5.9 Tab 5 - List of Exceptions / Substitutions / Clarifications / Additions

7.2.5.9.1 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.

7.2.5.9.2 It is extremely important for the Proposer to make clear where exceptions, clarifications substitutions and/or additions to the Scope of Work, Special Provisions and General Terms and Conditions are taken and how substitutions shall be provided. The Board does not recognize strikeouts, deletions, or changes to Solicitation documents. Therefore, exceptions, conditions, clarifications and/or substitutions to the provisions of the Board’s requirements must be clearly identified along with the proposed addition or modification. If the Proposer does not make it clear that an addition, exception or clarification is taken, the Board shall assume the Proposer is responding to and shall meet the Board’s stated requirements.

7.2.5.9.3 Identify each exception, clarification, substitution and/or addition by specifically referencing the page number, section number, subsection number, item number or letter, and, if necessary, paragraph, or line number.

7.2.5.9.4 Identify each item clearly as an addition, exception, clarification or substitution. It is not necessary to include the entire text of a particular section or subsection. However, for ease of reference, Proposers may use portions of the solicitation's text, if helpful in explanation.

7.2.5.9.5 For substitutions/clarifications, provide an explanation of the difference between what the solicitation requests and what is proposed. The Board is open to other means of accomplishing the requested Work. Proposers must explain why they believe their method of accomplishing the Work is equal to or better than that specified by the Board.

7.2.5.9.6 For any addition(s) proposed or exception(s) taken, provide a rationale in as much detail as possible.

7.2.5.9.7 Begin responses to the major sections of the solicitation on a new page.

7.2.5.9.8 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.

7.2.5.10 Tab 6 - Reference List / Experience (Limit one page per reference)

7.2.5.10.1 FOR THE PRIME CONTRACTOR - Provide a list of five (5) different and most recent entities for which Work has been completed. The reference list should include public entities for which Work of similar scope and complexity has been completed by the Proposer. Include the following information:

- Company/Entity name
- Address
- Contact names (IT, project leader, and functional contacts)
- Phone number
- Facsimile 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.

7.2.5.10.2 Provide the following information for at least two (2) completed projects:

- Original Contract Price Versus Final Contract Price
- Original Contract Implementation Date Versus Actual Implementation Date
- Critical Steps Summary
- Project Plans Summary
- Total Resources Allocated
- 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 also worked on the completed project.

7.2.5.10.3 Provide the following additional information for all on-going and incomplete projects:

- Percent of Project Completion
- Key Personnel by Name and Role
- Percentage of Each Key Person’s Time Allocated to Listed Project
- Scheduled Completion Date
- Identify Potential Time/Personnel Conflicts with Work on This Contract and the Proposed Work

7.2.5.10.4 List all clients that have in the past two (2) years, terminated their contract prior to the contract’s original completion date, including decisions by the client not to exercise remaining contract option years. For any contracts listed, give the reason for termination (if known) and the names and telephone numbers of the client official responsible for administering the contract.

7.2.5.10.5 FOR EACH SUBCONTRACTOR (if any) - Provide a list of at least two (2) different and most recent companies for which Work has been completed by the Proposed Subcontractor. The reference list should include first public entities for which Work of similar size and complexity has been completed by Proposed Subcontractor. Include the following information:

- Company Name
- Address
- Contact names (IT, project leader, and functional contacts)
- Phone number
- Facsimile 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 sub consultant team members who worked on the referenced project that are also proposed for this solicitation’s Scope of Work.

7.2.5.11 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.

7.2.5.11.1 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.

7.2.5.11.2 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?

7.2.5.11.3 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.

7.2.5.11.4 Assurance. Do you have a dispute resolution/mediation plan in place? If so, what is that process?
7.2.5.11.5 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*
- Schedule of Subcontractors*
- Intent to Perform Contract as a Subcontractor*
- Good Faith Effort (GFE) Criteria & Support Documentation*
- 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.

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

7.2.5.12 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
- Bond Forms
- Workers Compensation Hold Harmless and Indemnification Agreement
- Certificate of Anti-Corruption Compliance
- Foreign Corrupt Practices Act (FCPA) Disclosure Statement

8 SUBMITTAL OF PROPOSALS

8.2 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.

8.3 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 and 8 exact thumb drive 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.

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

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

8.6 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.

8.7 **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.

8.8 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-compete 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

9.2 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.”

9.3 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.

9.4 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.

9.5 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

10.2 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.

10.3 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.

10.4 The Board reserves the right to make multiple awards if deemed in its best interest to do so.

11 CONTRACT WITH THE BOARD

11.2 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
11.3 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.

11.4 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.

11.5 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.

11.6 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).

11.7 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.

12.2 Reason for believing collusion exists among the Proposers.

12.3 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.

12.4 The Proposer being in arrears on any existing Contract or having defaulted on a previous Contract.

12.5 Where the Proposer, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.

12.6 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.

12.7 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:

13.2 Proposal received after the time limit for receiving Proposals.
13.3 Proposal was not signed.

13.4 Improper or insufficient Proposal guaranty, if required.

14 REJECTION OF PROPOSALS

14.2 The Board will automatically reject any Proposal that is submitted after the Deadline for Proposal Submittal, and return it unopened.

14.3 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

15.2 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.

15.3 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.

15.4 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.
SOLICITATION NO. 8005314  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
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.

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.

The evaluation criteria are listed below in the order of their relative importance:

3.1 Technical/Compliance with the Scope of Work (25 Points). This category will be evaluated based on:

- Overall understanding of the vision, System Requirements, and Scope of Work
- Salesforce-based integration platform
- Compliance with and overall approach to Statement of Work tasks and detailed approach to meeting task requirements
- Proposed system capabilities and integrations capabilities to support the systems vision of the Airport based upon responses to the Requirements Compliance Matrix (RCM)
- Configuration and integration approach to the products and their phasing

3.2 Experience and Qualifications (15 Points). This category will be evaluated based on:

- Experience implementing similar system and configuration at airports of similar size and scope, or other similar installations
- Project manager experience and qualifications
- Key staff qualifications with CCS applications and technologies
- Experience, qualification, and prior working relationships with integrator/integration resources
- Stability of project team and key staff-CCS Contractor employees versus contractor

3.3 Management and Implementation (15 Points). This category will be evaluated based on:

- Proposed implementation plan for meeting the phasing and service requirements
- Proposed project schedule
- Plans for managing the project, including subcontractors, and plans for meeting work project reporting requirements
• Quality control plan and methodology to ensure compliance with, and achievement of, scope of work/services tasks

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 SBE on private sector work or on contracts that require no goals. 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 (25 Points). The Price will be evaluated based on the proposed cost of performing work as provided in the pricing proposal of each proposing firm:

a. Base Services

b. Additional Options
END OF EVALUATION CRITERIA
# SPECIFICATIONS / SCOPE OF WORK

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INTRODUCTION

Dallas Fort Worth International Airport (DFW) is constructing a new state-of-the-art 24/7 Integrated Operations Center (IOC) which will consolidate critical airport operating, airport security, and customer service functions in an open and highly collaborative environment supported by integrated communications, systems, and audio-visual distribution technologies. The facility is targeted to open September 2020.

DFW Airport currently receives more than 1,500 incoming information and service request calls each day at as many as 10 different phone numbers provided to customers. Locations include the Airport Operations Center (AOC); Customer Experience Hub; Department of Public Safety (DPS) emergency 911; DPS non-emergency; Energy, Transportation and Asset Management (ETAM); Parking; Lost & Found; Noise office; Ground Transportation; and, Finance (Parking Adjustments).

The AOC currently serves as the principal Call Center for the Airport. It operates 24/7. The AOC takes calls from the public for general information as well as calls from internal Airport stakeholders (DFW staff; airlines, tenants, concessionaires, etc.) for various services. The Experience Hub primarily receives external customer calls and emails for general information. It also serves as the receiving location for requests for custodial services; these are received via phone or email.

Calls from internal staff or airport tenants are largely for maintenance support type services. The AOC call takers enter these requests as work orders into the Airport’s Enterprise Asset Management (EAM)/Work Order system (Infor). Other internal calls may be for operational support such as de-icing services, or third party contracted maintenance support which the AOC staff will facilitate via service request to that provider. In the AOC, most requests are entered through the Infor system (even for non-maintenance requests); some requests are entered into third party applications and/or forwarded via email.

NEW CONSOLIDATED CALL CENTER VISION

As part of the IOC, a Consolidated Call Center is being established in the facility that will combine the call taking activities of the current Airport Operations Center (AOC), Experience Hub, and several of these other numbers into a single point of contact and a single phone number. The goal is a “311” type services environment which will allow customers to contact the Airport through a variety of most convenient channels - phone, text, email, social media, chat, self-service portal.

In conjunction with the Consolidated Call Center, Energy, Transportation and Asset Management (ETAM), the Airport’s maintenance organization, will establish Maintenance Control and Coordination functions in the IOC to handle maintenance calls and coordinate work order services.

How the Airport engages with the customers will be fundamental in the IOC’s ability to meet its vision and mission goals. The goal of the Call Center is resolution of a customer interaction at the first Call Taker level, without having to transfer the individual. If the Call Taker is unable to resolve the request, or needs a subject matter expert or additional coordination, and a “transfer” is required, a “warm transfer” will be utilized; the caller is briefly placed on hold while the Call Taker briefs the new handler prior to transfer; once briefed, the Call Taker introduces the caller to the new handler via a 3-way conference before releasing them. In this approach, the caller does not have to repeat information and is routed to the person best able to resolve the interaction.

The Call Center function will be enabled through empowered, cross-trained individuals supported by technologies to identify, respond, track and resolve customer issues.

Integral to the new Call Center process and capabilities will be new enabling technology to include an enhanced Call Center Platform which provides customers – and Call Takers -- with many more options for choosing the best path based on how they want to interact with the Airport to obtain the services or information they desire. The vision is a system that allows a customer to contact the Airport by the most convenient means; phone, tweet, use self-service or chat. Artificial Intelligence (AI) capabilities – IVR, BOTs, knowledge base – are envisioned to help route contacts and help provide or directly provide answers to certain questions if desired without Call Taker interaction required. Wherever such self-service is utilized however, there will always be the “representative” type option to immediately access a
live Call Taker at any point in the process.

The Call Center System will also integrate with other systems for better Service Request processing, such as with the Infor Work Order System, to eliminate duplicate entry and to provide a vehicle to allow the Call Taker to have access to status information available that they can easily access regarding a Service Request should the Call Taker call back. The Service Request (SR) provides the mean to track the issue through resolution, even if it involves multiple work orders/departments.

Calls will be routed either through the Call Center System (e.g. through menu selection (IVR) or voice “keyword” recognition (briefly state your need – “maintenance”) or via transfer by the initial Call Taker. If the call comes to a Call Taker, they will quickly determine the nature of the call, create the basic information in a Service Request and transfer or end the call as outlined above. Continuing design will determine how the Service Request will process flow from Call Takers to Maintenance Control and Coordination.

In integrating processes, it is envisioned that calls requesting immediate maintenance services will be directed to and handled by ETAM’s Maintenance Control function within the IOC. For call requests not deemed critical, the Call Center staff will create the Service Request, end the call and forward the Service Request for further processing by the Maintenance Coordination Desk. Regardless, Maintenance Control and Coordination will ultimately capture all pertinent information to complete and action the Service Request. The Service Request will be available at all times to the Call Takers to answer status inquiries against the Service Request should they be received.

3 PURPOSE AND GENERAL

A. The purpose of this Scope of Work is to provide and install an Enhanced Call Center System (CCS) and associated integrations and interfaces in support of the new Integrated Operations Center (IOC) of the Dallas Fort Worth International Airport (DFW; Airport).

B. “Contractor” as the reference herein shall apply to all tiers of Contractors associated with the IT System to include the prime contractor and any subcontractors executing works.

C. CCS Contractor shall provide, on a “turnkey” basis, the Call Center System (herein referred to as the “IT System”), including all software, server hardware and equipment, accessories, and services – including integration/integrator services - for installation and implementation at the Airport.

D. The proposed IT System(s) and equipment shall meet or exceed the requirements specified herein. Alternatives or variations shall be fully and clearly costed, defined and supported so that the suitability, compliance, equivalence or superiority can be readily determined.

E. The IT Systems shall be fully integrated with all of its intended application layers/modules, databases, sub-systems, device management, control, monitor, report, audit, maintenance and diagnostics functionalities.

F. The IT Systems designs, materials and workmanship shall be in accordance with the list of applicable latest standards, best commercial international standards and practices and state of the art equipment available on the market at time of delivery.

4 PROCUREMENT

A. During the Procurement stage, the CCS Contractor shall review the documentation provided by the DFW Airport Board (“Board”) to determine and evaluate the Scope of Work to be carried out. Any site visits (e.g. Dallas) shall be at Contractor expense and responsibility.

B. CCS Contractor shall provide, as part of their Proposal, a Requirements Compliance Matrix (RCM) which will map the IT System requirements to the CCS Contractor’s proposed design, proposals, and brochures.

1. The RCM for the IT System incorporates functional and technical requirements and is included in the Appendix B.

2. An initial RCM shall be included as part of CCS Contractor’s Proposal response.
3. A final RCM shall be updated and submitted as part of the Final System Design and Engineering (see below) and shall be used during design approvals and system acceptance.

4. Each RCM response shall indicate Compliance, Non-Compliance, Partial Compliance and/or Alternate as well as if it requires Customization or Development and how it is down flown and traced into the proposal.

5. The RCM shall be in an Excel spreadsheet or MS Word (attachment) format

C. All hardware and software required for the specified IT System shall be subject to “State of Technology” (SOT) to ensure technology currency at the time of procurement.

5 SCOPE OF WORK

A. This purpose of this Statement of Work is to provide a commercial-off-the-shelf (“COTS”) integrated Call Center System (CCS) solution to support the vision described above. The scope includes provision of software and hardware/equipment; design and engineering support, installation, configuration, implementation, and training services.

B. The CCS will be implemented in the IOC and integrated into the overall Airport enterprise telecommunications environment.

C. The new installation at DFW shall include turnkey installation of the CCS system environment for the airport, including hardware as required, applications software, interfaces and integrations, configuration, data migration, testing, and training. The following services are envisioned:

   1. Design and engineer the CCS described herein and prepare Design/Engineering Plan and Configuration Plan for software and equipment to be provided for approval by the DFW ITS Representative.

      a. As part of this effort, conduct interviews and user workshops to confirm requirements and define/document the required processes and service request templates/integrations required.

      b. For costing purposes, it is assumed 10 service request templates shall be developed during Phase 1 and an additional 20 templates will be defined in Phase2.

   2. Coordinate equipment requirements with DFW ITS for approval. Note that DFW ITS generally takes responsibility for the acquisition and installation of certain IT desktop, and infrastructure resources. Responsibilities will be decided as part of Design/Engineering.

   3. Procure and provide (as directed per 2. above) the specified hardware, software, and associated equipment based on approved Design/Engineering Plan.

   4. Provide all software licensing required, including any transitional licensing to support dual-location operations during migration.

   5. Install all equipment delegated to be provided under this SOW in the locations specified, including all field assembly and component connection required for a recognizable, operational device on the DFW local area network (LAN).

   6. Load, make available, activate all software required and applications specified, including all patches required to bring the software to latest release level.

   7. Configure each component/element of the system provided to establish a secure, recognizable, and operational device on the DFW local area network (LAN).

   8. Configure the system to support the processes and service request templates as defined and approved in the Design/Engineering task.

   9. Provide all integration and interfaces as specified and approved in the Design/Engineering task, including serving as Interface Lead as assigned.

   10. Test and verify all system components (software/hardware) to ensure conformance with specifications, including coordination with testing under other Sections to ensure system operation across the airport infrastructure.

   11. Audit the configured environment to limit vulnerability and ensure compliance with organizational standards.
12. Confirm system start-up operations
13. Document the configured environment
14. Train DFW system administration, operator/user, and support staff including training materials and documentation
15. Coordinate with electrical, telecommunication, and millwork contractors for respective requirements where necessary.

D. The installation, initial configuration, and training shall be performed at Dallas Fort Worth International Airport (DFW) in two phases:

1. Phase 1 - an initial sub-set of the users (5-10 concurrent users) will be used to establish and define the initial services, processes, service request types, and integrations and to allow the Airport to become accustomed to the new system. Initial integration will be CTI/enterprise ACD and initial service request. A 3-4 month pilot period is envisioned. Once completed, this initial group will become live/operational on the platform.

2. Phase 2 - the first phase is envisioned to be completed 4-6 months before the IOC opens. Over the remaining period until the IOC opens, work will continue with the other groups to develop additional processes, knowledge base, service request templates, and integrations required. The full CCS will then “migrate” to the new IOC once facilities and infrastructure are available (September, 2020.).

E. The following are the anticipated locations/priorities for implementation:

1. Phase 1 - Customer Experience Hub (some AOC seats possible)
2. Phase 2 - Airport Operations Center (AOC); ETAM; Tactical Communications 911 – Non-Emergency Calls

F. For those locations not included in the Consolidated Call Center, the goal is to integrate them into the CCS to allow them to take advantage of the CCS features. These non-IOC locations may or may not be pursued “Day One”, subject to costing (see more below). “Day Two” future - Finance Parking Revenue Control (PCI Compliant)

G. Configuration shall include integration with the Airport’s enterprise Automated Call Distribution (ACD) system and the Airport Voice Management System which support voice/radio communications bridging.

H. The Airport has recently implemented RemedyForce (Remedy) as its Information Technology Service Management (ITSM) platform. A Salesforce-based CCS solution which leverages the RemedyForce investment and experience is required.

6 TIMING

A. The Contractor shall be responsible for conducting and completing Phase 1 installation, including acceptance testing within four (4) months from Notice to Proceed (estimated March 15, 2020).

B. Contractor shall then be responsible for conducting and completing phase 2 and the new system installation in the IOC, including acceptance testing, at the new DFW Integrated Operations Center in accordance with Contractors/CMARs schedule (estimated August, 2020).

C. System must be complete and available for ORAT testing 30 days before Building Opening Day.

7 SYSTEM DESCRIPTION

A. The CCS shall be a commercial-off-the-shelf ("COTS") software and part of an integrated software solution-suite that includes:

1. Omnichannel Call Center/Call Taking application(s)
2. Interactive Voice Response (IVR)
3. Call Recording (Designated Users)
4. Knowledge Base
5. Basic CRM capability

6. BOT-type support

7. Service Request Management/Integration

8. Integrations to Host Applications and Airport Telephony (CTI)

B. The CCS to be implemented (installed, tested, and made fully operational) shall manage, control and automate centralized call taking and service request intake and processing for the general public, Airport tenants, Airport management and Airport operational staff.

C. The CCS shall encompass application software, databases, host servers (including operating system software), and other equipment identified during design required to meet the functional requirements.

D. Cloud-based and on-premise call center platforms/technology are under consideration.

Cloud solutioning may provide various cloud-based call management tools which currently exist in the DFW environment such as interactive voice response and automatic call distribution (ACD) services. If pursued, these services will need to be integrated with existing on-premise Airport call management platforms, hardware, and telecommunications connections. Contractor shall consider and make recommendations on approach as part of their design.

1. Airport enterprise ACD platform – NEC 9500
2. Plum IVR – local hardware
3. Voice Recording – Eventide
4. Zetron ACOM Dispatch Consoles

E. The Airport currently utilizes the Zetron ACOM Novus Dispatch Console to provide voice management and rapid dispatch, bridging, and routing of calls. The Zetron system provides the bridging and conferencing of two-way UHF radio communication and phone VoIP services. Interfaces and technologies. The platform supports a broad range of telephony technologies, signaling protocols and radio protocols, standards-based radio interfaces such as P-25, TETRA, DMR, and NXDN, and interfaces to conventional and proprietary systems and technologies. This radio/phone bridging is essential for communicating with Airport Operations and other DFW field radio users (e.g. ETAM) by all Call Center positions and potentially other IOC functions/positions.

F. The CCS solution shall provide for high availability (99.98%) and redundancy in support of mission critical 24/7 operations. Contractor shall recommend appropriate configuration options.

G. Network connectivity to the device locations (backbone and from the Comm Rooms) and telephony line requirements to support the specified services, service levels, and solutioning are to be identified as part of design but shall be provided by others (DFW Information Technology Services).

H. The new CCS installation at DFW shall maintain or exceed all of the current functional and operational capabilities of the existing call center platform used at DFW (Infor Call Center).

I. The CCS shall support service request processing. Service request processing will be included “end-to-end” processing (initiate, service, close) within the Contractor’s application, as well as custom template support for service request entry and integration with Airport host applications.

J. Interfaces shall be upgraded/enhanced to support any replacement systems associated with existing interfaces at time of migration. New interfaces shall be provided between CCS and other systems as identified and further defined in the subsequent Interfaces section.

K. Desktop capabilities - workstation configuration and associated telephony, accessories, and interfaces - shall be installed at the IOC and other Airport call taking locations specified throughout the Airport campus, as indicated in drawings/documents and confirmed during the design engineering phase. Equipment provided under this scope of work must be 100% compatible with the CCS database and application software.
Below is a conceptual diagram of the Call Center System environment envisioned. Note: DFW Host Service Applications are representative only. See specific integration requirements for this Scope of Work herein.
7.1 FUNCTIONAL REQUIREMENTS

A. Support for 20 concurrent call takers and 35 concurrent non-call takers, most centrally located at the IOC, with some interconnected with and utilizing the platform from remote locations.

B. “Omni channel” intake of calls, inquiries, comments from voice, email, text, social media (e.g. Twitter), web-based self-service (including chat and mobile)

C. Call load balancing between call takers

D. Integration with the Airport’s enterprise voice automated call distribution system (ACD), IP-audio voice management system, and recording systems and syncing with CCS’s Screen Recording for QA/QC.

E. Screen Recording for call taker positions

F. Artificial intelligence tools and capabilities to include:

G. Knowledge base, including self-learning propagation of capability

H. Tree and rules-based call routing, including interactive voice response, but with “exit to live person” availability at all times

I. Speech-to-text keyword recognition for routing option identification and knowledge base indexing

J. Chatbot technology to provide “agentless” handling of routine inquiries/requests so call takers can focus on more complex tasks.

K. Customer tone and emotion monitoring / recognition

L. Automated QA Functions

M. Basic Customer Relationship Management (CRM) capabilities to establish a contacts database of callers, profile information, and their call history

N. Simple and standardized user interface for call takers to support call logging of key call information from calls not resulting in formal service requests (flight info; directions) for analytics purposes

O. Service request entry through a standard and consistent ticketing screen for all types of requests with “back end” integration to service request handling systems (e.g. Infor, Veoci, Remedy Force) as required, with the ability to receive back a closed status or status update from other system so call taker and non-call takers can see what is going on if customer calls back

P. Call logging and basic call purpose data capture for calls that do not result in Service Request

Q. Service Request/”ticket” processing to track requests, activity, and status and is envisioned to integrate with other Airport service request / work order request processing systems, MOST NOTABLY Infor EAM – DFW enterprise asset management and work order system.

R. System shall provide ability to “pull” information from service requests for Maintenance Control and Coordination and non-service request calls (e.g. Lost Child, Checkpoint Back-Up, Bussing issues, etc.) to place on a “Hot List” to increase and share situational awareness. The Hotlist shall provide real-time status of service request and the display shall be configurable by, but not limited to, Service Request status, type, priority, time/date, and location for Call Taker, Non-Call Taker and remote positions.

S. Non-Call Taker positions (Approximately 35 additional non-call taker concurrent users) within the IOC (e.g. Floor, Tac Comm and EOC), as well as other remote locations shall have the ability to create (from templates) and update existing Service Requests, access the Hotlist, knowledge database and run queries and reports. Non-Call Takers will not utilize the IVR but will be the recipients of the “warm transfer”. As such, this position requires access to the CRM and contact information within the SR to be able to respond via platform utilized by the initial caller (email, phone number, text number, social media profile). The SR integration to other systems/apps shall be the same as those of Call Takers.
T. Support for a protocol list to prompt/initiate a check list of actions by the call taker (questions/actions) with ability to check off item and be viewable by others – supervisor – for status/progress/QC.

U. Call closeout acknowledgement (e.g. email) and survey support for customer service performance measurement and metrics

V. Embedded dashboards and KPI/analytics support for call activity and call taker performance with ability to export/extract/integrate all data with Airport standard BI and analytics tools.

W. The Call Center platform and positions require high availability and redundancy. Main Call Center positions will have dual network connections from two different IOC Communication Rooms.

X. System shall identify caller location via Caller ID (Automatic Location Identification – ALI) or Location and provide GIS Mapping integration to Service Request map. e.g. Elevator Entrapments, Courtesy Phones

Y. System shall provide an activity map which shows the location of Service Orders on a map display. The Service Request Types for map display are user definable by:
   1. Type
   2. Location
   3. Priority
   4. Status

System provides ability to search based on Service Request Type or Location and display related Service Requests on the map.

Z. Ad-hoc/Custom reporting capabilities

    7.2 REQUIREMENTS COMPLIANCE MATRIX

A. A detailed Requirements Compliance Matrix is included in Appendix B.

    7.3 INTERFACES AND INTEGRATION

A. Contractor shall be responsible for providing all design, programming, and technical services for the development and testing of their portion/side of the interface, including serving as Interface Lead as specified herein.

B. Initial interfaces for the CCS shall be with the following airport systems:
   1. Infor EAM: Airport maintenance work order system
      a. Interface shall be bi-directional
      b. Real time/near real-time update is desired; timing to be establish during detailed design
      c. Service Requests captured in the CCS that require Maintenance Work Orders shall be pushed from CCS to Infor. It is envisioned that the CCS Service Request form is created to allow the data to be integrated into Infor such that subsequent processes in Infor use the inherent/base Infor functionality and services
      d. A Maintenance Service Request template shall be created in CCS to provide the data and validations necessary to populate key information in the Infor environment.
      e. Upon actioning in Infor, status update information for the CCS Service Request will be pushed from Infor to CCS for the information to be available to customers calling in for status or accessing the CCS self-service portal
   2. Veoci: Airfield and FAR 139 Inspection and Service Request System
      a. Interface shall be bi-directional
      b. Real time/near real-time update is desired; timing to be establish during detailed design
c. Service Requests captured in the CCS that require Veoci actioning/servicing shall be pushed from CCS to Veoci. It is envisioned that the CCS Service Request creates a Veoci Service Request such that subsequent service request processes in Infor use the inherent/base Infor functionality and services

d. A Maintenance Service Request template shall be created in CCS to provide the data necessary to initiate a Service Request in the Veoci environment.

e. Upon actioning in Veoci, status update information for the CCS Service Request will be pushed from Infor to CCS for the information to be available to customers calling in for status or accessing the CCS self-service portal

3. Origami: Airport Safety Management System
   a. Same approach as Veoci

4. Remedy Force: ITS (Help Desk) Service Requests System
   a. Same approach as Veoci

5. Mapping
   a. Support for integrated geo-location of Service Request activity and status on an interactive map
   b. Support shall consider ESRI GIS and Veoci mapping services
   c. Further definition pending detail design

6. DFW Connected Intranet (self-service)
   a. Support for the CCS Self-Service portal
   b. Support will either be via linking through Contractor provided portal site or embedding the portal in DFW site
   c. Regardless of approach, the Portal will recognize DFW appearance branding

7. DFW Public Web Site (self-service)
   a. Same approach as Intranet

8. EDL/EDW - DFW data warehouse data extraction support
   a. Support for the extract of data for incorporation into the DFW Data Warehouse environment
   b. See Access to Data requirements in Section 17 below.

9. Situational Awareness System (SAS)
   a. The interface shall be one direction – push to SA System
   b. The Airport is implementing a Situational Awareness System to monitor and manage “events” occurring around the airport.
   c. CCS will provide an interface that permits designated Service Requests “flagged” as SA Events to provide event information from the SR template to the SA system.
   d. CCS is expected to be functional Day-1 of the IOC and integration with SAS Day -2. Initially CCS will integrate with the Service Request and Infor Day 1.

C. Additional interfaces are being defined and should be considered options at this time.
The proposed integrations are subject to review/change as part of final design/engineering.

D. Interface Lead responsibilities shall include:
   1. Provide interface functionality of the nature as described herein
   2. Prepare an Interface Control Document (ICD) for each system pair to identify the specific functioning, the data elements required; the method, form, standards, and protocol of the data exchange, the timing; and, required integrity/authentication checks.
   3. Obtain approval of the ICD by DFW ITS Representative
4. Provide all software tools and services to programming and/or configure and test the approved ICD, in cooperation with Others as required (e.g. DFW ITS Applications; third party vendor)

5. Conduct acceptance testing in accordance with acceptance test criteria and requirements specified

6. Provide technical documentation of the as-built interface development

7. The interface, including any customization required, shall carry same warranties as other vendor software

8. Provide all software tools and services to program and/or configure and test the interface to maintain the interface functionality across any releases and version upgrades provided during warranty/maintenance period.

E. The CCS shall be able to transmit and/or receive data from modules within the Contractor’s application software suite and external interfaces. The CCS shall provide/support open standards-based integration methods (e.g. APIs; adaptors; XML-based messaging; middleware) and communication protocols that allow authorized external systems to connect and exchange data with the CCS

F. Integrations shall consider/utilize Mulesoft software as the DFW enterprise middleware standard when and where custom integrations are required.

G. Contractor shall identify methods and protocols for more meeting the interface requirements. The methods and protocols shall allow both persistent and transient/broadcast connections to be established between CCS and external interfaces to support transactional and demand services, with appropriate authentication and data integrity features.

H. Connection services shall allow information to flow in both directions between CCS and the subscriber. The methods and protocols shall support interruption conditions.

I. Security must be able to be configured to restrict access to the CCS data by external interfaces.

1. The design of the protocol must be such that subscribers can only receive and update information to which they are entitled.

2. The system shall provide or accept/validate username/password and authorization role granting appropriate database access permissions and provide traceability of updates.

3. The CCS administrator must be able to add, modify and delete the security configuration for each external interface.

8 PROJECT MANAGEMENT

A. Contractor project management shall fully coordinate with Owner Project Management Oversight (PMO) resources and procedures.

B. Contractor shall assign an experienced Project Manager responsible or implementation of the CCS. Project Manager shall oversee, coordinate, and serve as principal point of contact for CCS work activities.

C. Contractor shall comply with the following Project Management requirements, roles, and responsibilities:

D. Coordinate with other Project Management Oversight (PMO) resources and procedures as required

E. Ensure that the Project objectives are met; defined; monitored and controlled; identify, manage and mitigate risks; provide for timely resolution of problems

F. Ensure that the pre-approved technical and engineering staff originally assigned to the project remains available to the project for the entire duration. Any exceptions shall be coordinated with the Owner PMO point of contact (POC).

G. Implement policies and procedures for project planning, control, monitoring and reporting.

H. Produce and circulate meeting minutes for all design/design confirmation related meetings called by Contractor
I. Produce and submit bi-weekly written status reports.

J. Progress and status report shall include progress for period; look ahead tasks next period; issues; decisions needed; action Items – include tracking of open items from previous periods

J. CCS implementation shall be conducted in phases and shall be supported by reviews, audits and tests as described herein.

K. Within 15 days of NTP, produce, submit for Owner PMO approval, and maintain a Project Schedule Gantt Chart
   1. Provide a Work Breakdown Structure (WBS) with at least 3 levels of hierarchy (Phase; Activity; Task)
   2. Include the complete program of activities, key events and Key milestones
   3. Show dependencies between internal activities and milestone, interdependencies with external activities and milestones

L. Component Implementation Plan Documents – Within 15 days of NTP, prepare and submit for Owner PMO approval, unless otherwise specified or approved by Owner PMO, implementation document(s) in accordance with requirements herein to include, but not be limited to:
   1. Project Management Plan
   2. Configuration Plan
   3. Acceptance Test Plan (preliminary)
   4. Trouble/Issues Tracking Plan
   5. Training Plan

M. A format for the above Plans, deliverables, and submittals shall be agreed with and approved by Owner PMO during the project start-up/kick off phase.

9 DESIGN AND IMPLEMENTATION

A. Contractor shall design the System for high availability and maintainability to ensure continuous SLA services consistent with the mission critical, 24/7 nature of operations of the Call Center.

B. The Contractor shall propose a detailed design implementation plan, including work plan, time, and resource schedule to accomplish the scope of work.

C. Contractor shall provide, unless otherwise specified, a Final System Design and Engineering document which describes, defines, and depicts how the CCS will operate and integrate in the DFW environment.
   1. Coordinate requirements gathering activities with Owner PMO representatives
   2. Confirm and finalize functional and technical requirements with stakeholders, end-users, and other Trade Subcontractors via questionnaires, interviews, and/or design workshops.
   3. Coordinate with Owner PMO for power, cabling, network services, heat dispersion, mounting, millwork, etc. as applicable.
   4. Design and engineer the solution environment including equipment, software components and the end device environment to meet required performance, capacity, functional, networking, and security requirements.
   5. Recommend, design, and engineer the required CTI environment to support the functional and technical operations
   6. Recommend, design and engineer a redundancy plan and architecture to maintain call services in the event of primary telephone access services.
   7. Provide a complete system design document for the CCS in accordance with specifications, and the Project Schedule Gantt Chart as approved by the Owner PMO.
   8. Include the following documents, descriptions, and drawings:
a. Design summary
b. Logic diagrams and system flow diagrams
c. System architecture diagram
d. Design detail
   (1) Core system configuration including servers, services, applications
   (2) Connectivity, including cabling and networking, firewall, and IP scheme, etc. shall be coordinated with Others as required.
   (3) Redundancy and fail over and recovery processes
e. Interface Control Document (ICD) defining each systems interface with other (external) systems.
f. Rack layouts – Main Computer Rooms (MCRs) and Communication Rooms (CRs)
g. Final BOM
h. Hardware (servers, workstations, devices, etc.) and software documentation for each element used on the project outlining complete description of hardware / software, version, manufacturer contact information, license information, product keys, product numbers and cut-sheet
i. Final Requirements Compliance Matrix (RCM)
j. Component Implementation Plans as specified herein
k. Design details of requirements from Others for network communication, cable infrastructure, and power requirements. Includes cabling, fiber optics, cable trays, network communication services, QoS, port requirements, configuration needs, etc.

10 INSTALLATION
A. Contractor shall provide turnkey installation of the system environment including equipment, applications software, interfaces, configuration, testing, and training.
B. Contractor shall perform work in a manner that will minimize disruption to the airlines, DFW, and the travelling public.
C. Contractor shall furnish and install products in accordance with manufacturer’s recommendations and as illustrated in project shop drawings and submittals.
D. Contractor shall provide all tools and test equipment required to install, verify, and test the installation and to determine that it meets the specifications. Contractor shall furnish all necessary materials required to implement and to achieve the required work performance.
E. System Start-up - Contractor shall not apply power to the System until after System and components have been installed and inspected in accordance with the manufacturer's installation instructions. Satisfaction of the above requirements shall not relieve the Contractor of responsibility for incorrect installations, defective equipment items, or collateral damage as a result of Contractor work/equipment.

11 SOFTWARE, CONFIGURATION, AND DELIVERABLES
A. The solution shall be a renewable on an annualized basis, with offers of a multiple-year offering capable of providing accelerating discounts year over year, with discounted new technology on similar refresh offerings. Upon signing a multiyear award, the funding of Contract shall occur on each annualized basis to fulfill the multiyear agreed terms.
   1. Shall offer support 24 hours, seven days a week with the provided subscription.
   2. Shall offer 24x7 managed services – systems configuration, monitoring, managed alerts, and incident response.
3. Shall offer data protection with proven encryption and data control, which shall operate, seamlessly, while recording all isolating threat activity.

4. Contractor shall provide (if needed) all required hardware, software, licenses, support training and professional services costs in the response forms. There shall not be any additional cost, for the installation with useable software is firm fixed.

5. The Contractor is responsible to fill any cost of third-party product for the system to work properly. All introduced software and hardware shall be approved by DFW Airport Board prior to installation at no additional cost.

12 ACCEPTANCE TESTING & COMMISSIONING

A. CCS testing and commissioning shall be performed in sequential testing phases to support and guarantee that the CCS delivered:
   1. Complies with the CCS objectives, documents and requirements set forth in the specifications, Scopes of Work, and Final Design & Engineering documentation.
   2. Provides the end-to-end CCS integration and integrity as required with other systems and entities.
   3. Supports efficient, operational and maintainable O&M activities.
   4. Complies with the design for redundancy and availability.
   5. Complies with Final System Design and Engineering as approved along the course of design reviews and milestones.
   6. Complies with the Final RCM

B. CCS formal testing phases shall consider, at a minimum, the following minimum tests:
   1. Factory Acceptance Test (FAT)
   2. System/User Acceptance Test (SAT/UAT)
   3. Endurance/Performance Verification Test (E/PVT). The E/PVT test period shall be 60 days.

C. Contractor may propose consolidation of tests subject to the consent and approval of Owner PMO.

D. Formal tests, unless otherwise approved, shall be witnessed by DFW ITS Representatives designated by the Owner PMO. Owner Representatives shall generally be DFW IT staff, DFW IT PMO, and/or DFW Engineer consultants. Non-disclosure statements shall be signed if required. Test approval shall be by the Owner PMO

E. Final Acceptance Test Plans for each phase shall be submitted for review and approval prior to the test being scheduled. Plan documents and the Test Recording document shall be provided for review no less than 15 days before the proposed testing date and shall include:
   1. Description of the overall test approach and methodology.
   2. Description of each test series and their role in the overall test strategy.
   3. Definition of the test location and test environment (infrastructure, interconnections, interfaces, COTS hardware and software, application software, parameters and configuration, simulators, database configuration etc.), required for each Test Series.
   4. Description of specific test element, procedure, and the expected result
   5. Test Recording Log document listing the specific test element, the procedure, the expected result, actual result observed, comment, pass/fail.

F. Acceptance tests and associated test series comprising the overall Test Plan shall ultimately confirm all requirements of the Final RCM.

G. CCS shall be maintained under full configuration and change management control (CM) once formal SAT/UAT testing begins through Final Acceptance so as to maintain integrity in the testing process.
13 TRAINING

A. Contractor shall prepare and submit to Owner PMO the factory manufacturer’s and CCS Contractor’s on-site training program for the CCS and equipment.

B. Contractor shall provide training and know-how in accordance with the requirements, specifications, design and implementation in regard to final hand-over configuration to support the full operation and maintenance of the CCS System and associated equipment.

C. Training shall be conducted at DFW facilities. DFW shall provide space for the activity.

D. Vender shall provide development, testing and training environments (sandbox) that isolates untested changes and experimentation from the production environment.

E. Contractor shall provide training materials for review and approval no less than 30 days prior to the execution of the program

F. Training shall be provided to cover all aspects of the CCS and equipment infrastructure, COTS hardware, COTS software, application specific software, configuration, setup, parameters and all administrative tools.

G. Training threads shall be designed to train individuals in a group of capabilities. Each thread shall identify the minimum trainee’s skill and experience prerequisites. Contractor training shall consider and consist, at a minimum, of three (3) threads or blocks:

1. Installation and System Administration – installation, technical, and systems administration functions, procedures and topics for technical staff responsible for administration of the system

2. User – functions, processes, and procedures to be performed by end users in the day to day operation of the business functions of the System including log on, screens, entry processes, query, reporting, etc.

3. Maintenance – maintenance processes and procedures required to maintain warranty compliance and keep the system in recommended operating order. To include preventive maintenance and common servicing repairs. To include hardware device and software segments.

H. The technical training documentation shall include OEM manuals, procedures as well as the specific customized CCS supporting documentation.

14 DOCUMENTATION

A. Documentation format shall be agreed with Owner PMO.

1. Documentation shall generally be provided in pdf format.

2. Engineering drawings shall be provided in AutoCAD latest version or in certain instances for system drawings, MS-Visio format.

B. Along with documents submission throughout the design and implementation phase and close out process, As-Built documents shall be provided. As-Built Documentation shall mean all drawings, procedures, manuals, software materials, quality assurance records, test records, certifications, permits, software and database licenses to be provided by the Contractor.

C. As-Built materials shall be fully updated to the last configuration

D. As-Built documentation shall additionally include, but not be limited to:

1. System architecture diagram

2. Server Name and Installed Equipment IP address listing in Excel (form and format to be submitted to DFW IT Representative for approval.

3. Asset/Property accounting information (tag #; serial #, acquisition date; cost; make/model) in Excel

   a. Form and format to be provided by DFW IT Representative

   b. Contractor to affix property tag provided and log
15 FINAL ACCEPTANCE AND CLOSE OUT DOCUMENTATION

A. Final acceptance shall require the successful completion of the following close out activities:
   1. Completion of the installation
   2. Completion of in-progress and final inspections
   3. Completion and approval of all testing activities, including E/PVT
   4. Completion of all training activities
   5. Transfer of licenses to DFW as applicable
   6. Inventory reconciliation of the installed system against the BOM
   7. Provision of all spares due at acceptance
   8. Delivery of all required documentation identified throughout herein, including warranties, maintenance SLA proposal, and delivery and approval of as-builts in form and formats (including electronic) required
   9. Copies of formal maintenance and warranty support agreement(s), including local service support agreements as applicable

16 WARRANTIES

A. Warranties for all items/product under this contract shall be provided by OEM’s, or Software Manufacture’s or authorized partner on behalf of OEM’s, or Software Manufacture’s.

B. Contractor shall warrant that all CCS installations, integration, software, hardware, interfaces, and equipment perform in accordance with and conform to all applicable standards, requirements, specifications, descriptions, and other requirements and shall be without defects in materials, workmanship and design.

C. In cases failing to accomplish performance and functionality criteria as well as latent defects, the Contractor shall modify/add and/or exchange the inadequate equipment, and/or software if necessary, to provide the specified functionality and performance.

D. Contractor shall provide a joint written warranty of the manufacturer(s) and the installer(s), on a single document.

E. Contractor base warranty for hardware, software (including interfaces), firmware and infrastructure, implementation, and integrations provided by the Contractor shall commence upon Final Acceptance and shall remain in effect for a period of 12 months.

F. Unless otherwise specified, CCS shall operate at a mean monthly average availability of 99.98% of operational hours. Planned outages are considered non-operational and will not count against availability calculations.

G. Incident response service levels are defined as follows:

<table>
<thead>
<tr>
<th>Trouble</th>
<th>Priority</th>
<th>Response Time (in hours)</th>
<th>Resolution Time (in hours)</th>
<th>Escalation Threshold (in hours)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service not available (all users and functions unavailable).</td>
<td>1</td>
<td>15 minutes</td>
<td>ASAP - 1 Hour</td>
<td>1 hours</td>
</tr>
<tr>
<td>Significant degradation of service (large number of users or business critical functions affected)</td>
<td>2</td>
<td>Within 1/2 hour</td>
<td>ASAP - 1 Hour</td>
<td>1 hours</td>
</tr>
</tbody>
</table>
Limited degradation of service (limited number of users or functions affected, business process can continue). | 3  | Within 1 hours | ASAP – 4 hours | 4 hours |
---|---|---|---|---|
Small service degradation (business process can continue, one user affected). | 4  | Within 1 hours | ASAP – 24 Hour | 24 hours |

### 17 WARRANTY / MAINTENANCE AND SUPPORT

A. Base Warranty pertains to the overall hardware and software services and support to be provided by the Contractor after the initial implementation period, through the integration, testing and commissioning period, and then the Base Warranty period (12 months). This support shall be provided through a Service Level Agreement (SLA) as outlined in the Warranty section.

B. As part of the Contractor Proposal, provide a proposed Extended Warranty and Maintenance Support Contract and pricing to support the IT Systems and equipment shall be provided on a continuous SLA basis for a period of three (3) years with renewal option for two (2) additional years.

C. Incident response and service level response and resolution times and failure definitions shall be the same as during Warranty. Contractor understands the nature of operations of the Call Center is 24/7 and high availability and uptime are critical.

D. Extended Warranty and Maintenance SLA services, if executed, shall commence upon expiration of the 12 month Base Warranty Term and provide for the continuing and uninterrupted support services.

E. Base Warranty services shall provide and incorporate Level 2 and Level 3 hot-line engineering and help desk telephone support and other maintenance services as a part of and throughout the Warranty period. Level 2 and Level 3 Extended services shall therefore commence at the end of the Warranty period. Proposal shall describe the nature and extent of services, including hours of operation availability of the support services.

F. Contractor shall provide all maintenance documentation and related training for the maintenance services to be performed to maintain warranty compliance including, but not limited to, Preventive Maintenance, Scheduled Maintenance and Remedial Maintenance.

G. Contractor shall provide full description of the maintenance functions, including diagnostic, design and remedial services as required enabling and facilitating the level of service and performance of an efficient IT System.

H. If required due to a deficiency and/or a declaration by COTS OEM of obsolescence components or discontinued support, the Contractor shall provide COTS and application specific (non-COTS) software updates, upgrades and modifications at no additional cost during the IT System Warranty Period and during Maintenance SLA Agreement periods (if Maintenance SLA Agreement is executed).

I. During the Warranty and Maintenance period the Contractor shall be fully responsible to provide at its sole cost, COTS software updates and upgrades including patches and migration to new versions at no additional costs.

J. A full set of all maintenance procedures shall be provided to the Owner PMO at least 60 days prior to the scheduled Cut-Over date.

### 18 DATA ACCESS AND SECURITY

A. Contractor shall review and acknowledge in writing compliance with DFW stated Data Security Compliance Provisions (Special Provisions)

B. If a cloud solution is proposed, Contractor shall provide:

2. Proof of periodic vulnerability testing.
C. Contractor shall provide the ability to share electronic log files from networks, systems, and services to DFW ITS for monitoring capabilities.

D. Contractor shall provide proof of up-to-date end-point protection (anti-virus/malware) through monthly compliance reporting.

E. Contractor shall provide critical and security patching processes for their system through monthly compliance reporting.

F. Contractor shall provide direct access (such as APIs or feeds) to extract/retrieve the Confidential Data for populating DFW’s Enterprise Data Warehouse, at a frequency determined by DFW Airport, from Contractor’s database.

1. Contractor shall provide a data dictionary or other similar data index or dictionary as requested by the Board that identifies the technical metadata, primary keys, content, format, the laymen definition of columns and tables, and the structure of any databases and the relationship between database elements.
SPECIAL PROVISIONS

1 AIRPORT SECURITY PROVISIONS

1.1 Work under this contract may require Contractor and subcontractor personnel to go through an access control badging process. All badge fees will be charged per the DFW Airport Schedule of Charges, which can be found at http://www.dfwairport.com/about/financials/index.php in the section titled “Public Safety Medical and Service Charges”.

1.2 U.S. DEPARTMENT OF HOMELAND SECURITY – CUSTOMS & BORDER PROTECTION SECURITY ACCESS CLEARANCE. If your job responsibility requires you to access a Federal Inspection Services (FIS) area, aircraft deplaning and ramp area, or other restricted areas designated by the Customs & Border Protection (CBP) Port Director, additional clearance is required by CBP. You will need to complete CBP Form 3078 and the CBP Airport Security Access Addendum. Then you must present the forms to CBP along with a letter on company letterhead that attests that a background check was conducted on the applicant to the extent allowable by law. The letter must also contain a description of the duties that will be performed in the CBP area. Applicants for Customs seals must keep track of the date the Customs application is accepted at the CBP Air Security Office as you will be required to know this information in order to know when your seal is ready for pick-up. Each Friday, CBP will send a notification to point of contact for each stakeholder indicating the seals that are ready to be picked up for the applications that were accepted on a specific date. This will also include applications accepted prior to the date specified. Stakeholder Point of Contact Notification Example: Applications ready to be picked up: 11/07/2013 and prior; Application date CBP is working on: 11/12/2013. Seals can only be dropped off and picked up in the CBP Air Security Office in Terminal D on the Arrivals Level in Room D29L118 during CBP Air Security Office hours. The CBP Air Security Office is open on Tuesday and Thursday from 8:00 a.m. to 2:30 p.m., for more information about this process; please contact CBP at (972) 973-9820 or (972) 973-9972.

1.3 COMPLETING THE FINGERPRINT APPLICATION. First time applicants are required to clear an electronic, fingerprint-based criminal history records check, receive an approved Security Threat Assessment result from the Transportation Security Administration and if applying for a Security Identification Display Area (SIDA) badge, the applicant must also successfully complete DFW SIDA Training before a badge will be issued. Applicants are required to read and sign a Fingerprint Application before receiving fingerprint services. This application lists the 28 crimes that disqualify applicants from receiving a badge. It also advises the applicant of his/her responsibility to self-disclose any arrests/convictions received while possessing security access privileges with DFW Airport.

1.4 SECURITY TRAINING. Applicants applying for the SIDA badge will be required to successfully complete security training before badge issuance; the training must be completed in the DFW Access Control Office. The training must be successfully completed within thirty (30) days from the date of the criminal history records check clearance or the Security Threat Assessment approval, whichever is the later date. The applicant may come to the Access Control Office on three (3) separate days during the thirty (30) day timeframe. If the applicant does not successfully complete the security training within the thirty (30) day timeframe, the applicant will not receive a badge.

1.5 DFW AIRPORT BOARD ACCESS CONTROL (BADGING) OFFICE. Applications and forms are available on-line at http://www.dfwairport.com/badge. Paperwork is accepted at Terminal D, Departure Level, Room D22L352. Office hours are Monday through Thursday between 7:00 a.m. and 5:00 p.m. and on Friday between 7:00 am and noon. For additional information about this process, please contact the Access Control Office at aco@dfwairport.com or at 972 973 5100.

2 BOARD’S RIGHT TO INSPECT AND AUDIT

2.1 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
Based 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.

2.2 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, its 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

3 CONTRACT TERM

3.1 This Contract, if awarded, shall be for an initial three-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.

3.2 This Contract, as executed, shall include the options to renew for two (2) additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Board’s discretion.

3.3 In recognition of the potential for fluctuations of the Contractor’s costs for the years subsequent to the initial contract period, a price adjustment for each succeeding year may be requested subject to the pricing or rates provided in the bid or proposal.

3.4 Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.
4 CHARACTER OF WORKERS, METHOD AND EQUIPMENT

4.1 The Contractor shall, at all times, employ sufficient labor and equipment for performing the Work to full completion in the manner and time required by this Contract, plans, and specifications.

4.2 All workers shall conduct themselves with a courteous demeanor and professional manner. Contractor shall immediately remove any worker from performance of work at Board premises when one or more of the following occur:

4.3 Neglect of duty.

4.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.

4.5 Theft, vandalism, immoral conduct or any other criminal action.

4.6 Selling, consuming possessing or being under the influence of intoxicants, alcohol, or illegal substances that produce similar effects while on duty.

4.7 Possession of a weapon on Airport property.

4.8 Organizing or participating in any form of gambling.

4.9 Misuse of equipment, computers or internet access.

4.10 All equipment that is proposed to be used on the Work shall be of sufficient size and in such functional condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the Work shall be such that no injury to previously completed Work, adjacent property, or existing airport facilities will result from its use.

4.11 When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract, plans, and specifications.

4.12 When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used, unless others are authorized by the Board’s Technical Representative. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request authority from the Board’s Technical Representative to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given and executed, it will be on the condition that the Contractor will be fully responsible for producing Work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Board’s Technical Representative determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment. The Contractor shall remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the Board’s Technical Representative may direct. No change will be made in basis of payment for the Contract items involved nor in Contract time as a result of authorizing a change in methods or equipment under this subsection.

5 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

5.1 The Contractor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Contract. Neither acceptance of such Work by the Board, nor payment therefore, shall relieve the Contractor of this responsibility. If and when applicable, the Contractor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.

5.2 In addition, at its own expense, the Contractor shall:
5.2.1 Take all precautions necessary per state regulations and/or OSHA Regulations to protect persons or property against injury or damages occurring as a result of its operations.

5.2.2 Obtain all permits/licenses required to perform work or deliver products, including the Board’s security requirements for Air Operations Area (AOA) badging regulations where applicable. Any cost for compliance shall be paid by the Contractor.

5.2.3 Provide competent supervisors and workmen;

5.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;

5.2.5 Perform the Work without unnecessarily interfering with Board operations;

5.2.6 Provide all vehicles and tools as necessary for its use; and

5.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

6 DATA SECURITY COMPLIANCE PROVISIONS

6.1 Definitions

6.1.1 “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.

6.1.2 “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.

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 Information Security Program:

6.6.1 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.

6.6.2 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.

6.6.3 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.

6.6.4 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.

6.7 Information Security Breach Notification:

6.7.1 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.

6.7.2 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.

6.8 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 is such defense.

6.9 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.

6.10 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.

6.11 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.

7 INSURANCE PROVISIONS (EXHIBIT A)

8 PROTECTION AND RESTORATION OF PROPERTY

8.1 The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the Work, or at any time due to defective Work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

8.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

9 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall control its operations and those of its subcontractors and all suppliers to assure the least inconvenience to the Board operation. Under all circumstances, safety shall be the most important consideration.

10 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 percent (%) 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. (Refer to Exhibit B – SBE Special Contract Provisions)

END OF SPECIAL PROVISIONS
1.0 INSURANCE PROVISIONS

1.1 DEFINITIONS FOR INSURANCE PROVISIONS

1.1.1 “We”, “us”, or “our” means the Dallas/Fort Worth International Airport Board.
1.1.2 “You” or “your” means the vendor, contractor, tenant, consultant, engineer, architect, and their agents, servants, employees, or other party to a contract with us.
1.1.3 “Contract” means the contract, purchase order, Invitation for Bid, or similar memorandum or agreement.
1.1.4 For purpose of defining Additional Insured and Waiver of Subrogation, the term “Dallas Fort Worth International Airport Board (the Board) and the Cities of Dallas and Fort Worth, Texas” (the Cities) shall also mean the elected officials, boards, officers, employees, agents and representatives of the Board and the Cities.

1.2 GENERAL REQUIREMENTS

1.2.1 You shall, at your own expense, maintain in effect not less than the following coverages and limits of insurance, which you shall maintain with insurers. If your coverage fails to comply with these requirements, you agree to amend, supplement or endorse the existing coverage to comply, at no additional cost to us, and to maintain such insurance through the end of the contract, warranty period, or other specified time period, whichever is longer. ANY deviation from the requirements outlined below requires the prior written approval of the Board’s Assistant Vice President of Risk Management.

1.2.2 All required policies must be written through a company approved to transact that class of insurance business in the State of Texas, with a minimum rating of ‘A -,’ and ‘VII’ by A. M. Best Company. If the rating of any insurer should fall below this standard, you shall cause the policy to be replaced promptly by an acceptable insurer.

1.2.3 All required policies, except policies for workers’ compensation, professional liability and pollution liability, shall designate the below mentioned parties as “Additional Insureds”.

“Dallas Fort Worth International Airport Board and the Cities of Dallas and Fort Worth, Texas”

1.2.4 All required policies shall waive the insurer’s right of recovery or subrogation against the Board and the Cities.

1.2.5 If any policy is in excess of a self-insured retention (SIR), the amount of such SIR must be clearly identified. We reserve the right to reject any SIR exceeding $100,000.

1.2.6 All required policies must be primary with respect to coverage provided for the Board.

1.2.7 All required policies must be non-contributory with other coverage or self-insurance available to the Board.

1.2.8 All required Liability policies, except Pollution & Professional, must be written on an “Occurrence Form.” Neither “Modified Occurrence” nor “Claims-Made” policies are acceptable, and the Contractor will be in contractual default if your insurance is “Modified Occurrence” or “Claims Made.” If the Pollution or Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the Contractor’s first professional service to the Board, your first exposure to pollutants, or first work that may give rise to a pollution liability claim, related to our contract.

1.2.9 All required liability policies must cover cross-suits between insureds.
1.2.10 All required liability policies must contain a “severability of interests” provision.

1.3 REQUIRED COVERAGE AND LIMITS

Workers’ Compensation .................................................................................................................. Texas Statutory Coverage
Employer’s Liability Insurance ....................................................................................................... $500,000 Each Accident
$500,000 Each Disease, Each Employee

1.3.1 All employees, leased or co-employees, independent contractors, and employees of subcontractors and vendors, occupants of the building as tenants, sub-tenants or sub sub-tenants, performing work for the Board, or entering upon the Board’s premises, must be covered by Texas Workers’ Compensation.

1.3.2 If Contractor is a sole proprietorship without employees and which will not be using any subcontractor(s) in the performance of the Contract Work, it may substitute the following for workers compensation insurance: The Contractor must provide the Board’s Risk Management Department (Risk Management) with a Hold Harmless and Indemnification Agreement in the form attached in the “Proposal Response Forms” section.

1.3.3 Commercial General Liability (CGL)
Limit Any One Occurrence ......................................................................................................... $1,000,000
Damage to Rented Premises ........................................................................................................ $100,000
Personal and Advertising Injury ............................................................................................... $1,000,000
Policy Aggregate ........................................................................................................................ $2,000,000
Products and Completed Operations Aggregate ..................................................................... $2,000,000

1.3.4 CGL coverage applies unless you provide only trucking, (no premises or operations other than driving, loading/unloading), or garage operations, (see below).

1.3.5 Aggregate limits of General Contractors or construction contracts General Liability policies shall be “per project” or “per location,” as appropriate. If any aggregate limit is reduced by 25% or more by reserved and/or paid claims, the contractor must notify the Board and promptly reinstate the required aggregates.

1.3.6 If the contractor’s operations involve excavation, grading, filling, backfilling, road or similar construction, General Liability policy shall not contain exclusions for subsidence or earth movement.

1.3.7 If the contractor’s operations involve any construction, General liability policy shall not contain exclusions for hazards of explosion (“X”), collapse (“C”) or underground (“U”).

1.3.8 If the contractor’s operations involve any construction, reconstruction, repair or similar work, General liability policy shall not contain any exclusion for such work.

1.3.4 Business Automobile Liability
Combined Single Limit for Each Accident ............................................................................... $500,000

1.3.4.1 Coverage must apply to all vehicles (owned, non-owned, or hired) operating on our site/location, or transporting our people or property off our site, except vehicles operated by you or your employee(s) commuting in personal vehicles to our parking facilities, in which case you must only carry Employer’s Non-Ownership coverage, (same limit), and ensure that such vehicle(s) are personally insured.

1.3.4.2 Auto pollution liability coverage is required on vehicles hauling hazardous cargo.
1.3.4.3 If your operations are solely a garage (vehicle maintenance and repair), you must carry Garage Liability, instead of Business Auto Liability, but the Garage Liability must not be limited to auto liability only, and the same limit applies.

1.4 ADDITIONAL COVERAGE AND LIMITS THAT MAY BE REQUIRED as needed for specific contracts. Note that additional limits may be required if warranted by exposure.

1.4.1 Professional Liability Insurance (if providing a service) ...............................................$1,000,000

1.4.1.1 Your policy must cover the type of professional service you will provide in fulfilling your contract with the Board.

1.4.1.2 If the Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor’s first professional service to the Board.

1.4.2 Cyber Security Liability Insurance (if exposure exists)............$1,000,000 per claim/aggregate

1.4.3.1 The policy must cover liabilities for financial loss resulting or arising from acts, errors & omissions in rendering professional services; including, but not limited to, Third Party losses due to security failures in connection with technology services, internet professional services, security and privacy liability, technology errors and omissions; and, must include coverage for First Party Expenses including notification, credit monitoring, and credit repair services. The Policy must cover Contractor and all subcontractors / subconsultants of Contractor, individuals or other entities providing professional service concerning this Contract. The insurance coverage will include coverage for claims due to programming errors, software performance, or the failure of Contractor’s work to perform according to the Contract and will be renewed or an extended reporting period provided, together totaling two years after work completed or expiration of this contract, whichever is later.
1.5 ADDITIONAL REQUIREMENTS

1.5.1 If you are a crane/rigging operator or will hoist or move property of others in connection with our contract, you must have 'care, custody & control' exclusion deleted from your Commercial General Liability policy, or provide Rigger’s Liability coverage at least equal to the highest replacement cost of materials to be hoisted or moved.

1.5.2 If your vehicles carry materials belonging to others in connection with our contract, you must carry Cargo Liability coverage, at least equal to the highest value of property to be carried on a single vehicle, with terminal coverage at least equal to the highest value of property at one terminal, owned or controlled by you.

1.5.3 If you will store, warehouse, or otherwise have custody of property belonging to others in connection with our contract, you must have Warehousemen’s Liability, Bailee’s Customers’ Goods, Garage-Keeper’s Legal Liability or equivalent coverage at least equal to the highest value of property in your custody.

1.5.4 If our contract calls for you to construct a structure, you must purchase and maintain “All-Risk” Builders Risk insurance for the full completed value of the structure and contents, including all changes and sufficient limit to fund full and immediate reconstruction under adverse conditions. This policy shall name Dallas Fort Worth International Airport Board as Loss Payee, as their interest may appear.

1.5.5 If you transport materials, equipment, machinery or furnishings to, or store such property on, our construction site, you must carry an “All-Risk” Installation Floater with coverage at least equal to the greatest concentration of value, (including the cost of transit, installation labor and testing).

1.5.6 If you use rented equipment or tools on our job site or premises, you must carry Rented Equipment coverage sufficient to repair or replace damaged equipment.

1.5.7 If your work involves administration of Airport Funds, you must furnish a Third Party Fidelity Bond that must remain in effect for the term of the contract, as modified and/or extended. The Board shall be named as "Obligee".

1.5.8 Should this Contract require the use of Subcontractors, it will be the sole responsibility of the General Contractor to either endeavor to require Subcontractors to provide and maintain the insurance limits and coverages required herein or provide said insurance coverage for the subcontractor by designating the Subcontractor as an additional insured either by a blanket additional insured endorsement, or by specific endorsement.

1.5.9 The General Contractor shall endeavor to verify that such Subcontractors are in compliance with all contractual insurance requirements.

1.5.10 The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.

1.5.11 Access to the Air Operations Area will not be granted without verification of insurance coverage as required.
1.6 CERTIFICATION OF INSURANCE

1.6.1 Upon execution of the contract or prior to commencement of work, whichever is first, you shall provide your contract administrator with a current insurance certificate by emailing your certificate to dfwcoi@dfwairport.com, with your contract number and business name in the subject line. Please copy your contract administrator on email submissions. You shall cause your insurance data to be kept current with DFW Board for the period of time you are liable for your product or work, but not less than through the warranty period of our contract.

1.6.2 Fax or e-mail insurance certificates to the following:

   Email: dfwcoi@dfwairport.com
   FAX: (972) 973-5651

1.6.3 You further agree, upon our oral or written request, to furnish copies of certificates of insurance, certified by an authorized representative of the insurer(s), within ten (10) days of request.

1.6.4 You shall provide to the Board's Risk Management department, at least thirty (30) days prior to cancellation, except ten (10) days for non-payment of premium of cancellation of any required coverage. You shall then arrange acceptable alternate coverage to comply with our requirements and provide an updated insurance certificate.

1.6.5 No policy submitted shall be subject to limitations, conditions or restrictions that are inconsistent with the intent of the Insurance Requirements to be fulfilled by you. The Board's decision thereon shall be final.

1.6.6 Approval, disapproval or failure to act by the Board regarding any insurance obtained by you shall not relieve you of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate you from liability.

1.6.7 No special payment, except when separate line item is provided, shall be made by the Board for any insurance that the Contractor may be required to carry; all are included in the Contract amount and the Contract unit prices.

1.6.8 Only an Acord™ certificate of insurance will be accepted. Please use the following sample certificate as a guide.
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE** (MM/DD/YYYY)

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**IMPORTANT:** If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**CONTACT**

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**PRODUCER**

**INSURANCE AGENT’S NAME**

**ADDRESS**

**CITY, STATE, ZIP CODE**

**TELEPHONE NO. (INCLUDING AREA CODE)**

**INSURER(S) AFFORDING COVERAGE**

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**INSURED**

**YOUR COMPANY NAME**

**ADDRESS**

**CITY, STATE, ZIP CODE**

**TELEPHONE NO. (INCLUDING AREA CODE)**

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

**INSR LTR**

**TYPE OF INSURANCE**

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**CLAIMS-MADE**

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**DESCRIPTION OF OPERATIONS/Locations/Vehicles**

Dallas Fort Worth International Airport Board and the Cities of Dallas and Fort Worth, Texas are included as additional insureds with respect to the general liability and auto liability. A waiver of subrogation in favor of the Dallas Fort Worth International Airport Board and the Cities of Dallas and Fort Worth, Texas applies with respect to the general liability, auto liability, and workers compensation policies.

**CERTIFICATE HOLDER**

Dallas Fort Worth International Airport Board
2400 Aviation Drive
PO Box 619428
DFW Airport, TX, 75261

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative

Date/Time Printed: 6/27/2019, at 9:19 AM
Risk Profile: 112-NSNA
### ADDITIONAL REMARKS SCHEDULE

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**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:**

**FORM TITLE:**

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**ACORD 101 (2008/01)**

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Date/Time Printed: 6/27/2019, at 9:19 AM
Risk Profile: 112-NSNA
SMALL BUSINESS ENTERPRISE (SBE)
SPECIAL CONTRACT PROVISIONS

Notification is hereby given that an SBE Contract Specific Goal has been established for this Contract. The Contractor/vendor has committed to percent (%) 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.

A. GENERAL REQUIREMENTS

1. It is the policy of the Dallas/Fort Worth International Airport Board of Directors (“Airport Board”) to support the growth and development of Small Business Enterprises (“SBE”) that can successfully compete for Airport general goods and services (professional and non-professional) and construction services under $1 million prime contracting and subcontracting opportunities.

2. A “Contractor” is defined as one who participates, through a Contract or any other contractual agreement. For purposes of these Provisions, a Contractor is one who seeks to do business with the Airport Board by submission of a bid or proposal on any such contract or subcontract. A Contractor includes but is not limited to a Contractor, consultant, developer or vendors.

3. It is the policy of the Airport Board to ensure non-discrimination in the award and administration of Airport Board Contracts. Consequently, the Contractor must fully comply with the requirements of the Airport Board’s Small Business Enterprise Program Policies and Administrative Procedures in proposing and performing hereunder.

4. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of the Airport Board’s SBE Policy and Administrative Procedures. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Airport Board deems appropriate. The Contractor shall insert an Article containing all of the provisions of this Section, including this paragraph, in all subcontracts hereunder, except altered as necessary for the proper identification of the contracting parties and the Airport Board under this Contract.

5. The Business Diversity & Development Department (“BDDD”) is responsible to ensure compliance with the Airport Board’s SBE Policy and Administrative Procedures. BDDD has the mission to proactively facilitate and maximize business and capacity building opportunities for SBEs by collaborating with internal customers and implementing effective innovative programs and approaches for prime and subcontracting opportunities.

6. The Contractor specifically agrees to comply with all applicable provisions of the Airport Board’s SBE Policy and Administrative Procedures and any amendments thereto. SBE and Non-SBE subcontractors also agree to comply with all
applicable provisions of the Airport Board’s SBE Policy and Administrative Procedures ("Policies"). BDDD and or the Airport Board may make changes to the existing policy, procedures and contract provisions. Any future changes supersede past policies, procedures, contract provisions. The Contractor and subcontractors are responsible to be aware of future changes.

7. The Contractor shall maintain records, as specified in the Audit and Records Section of the Special Provisions in the Contract, showing:
   a. Subcontract/supplier awards, including awards to SBES;
   b. Specific efforts to identify and award such Contracts to SBES, such as when requested copies of executed Contracts with SBES to establish actual SBE project participation.

B. ADMINISTRATIVE REQUIREMENTS

1. All Contractors are charged with knowledge of and are solely responsible for complying with each requirement of the Policies in making a bid and, if awarded a Contract, in performing the work described in the Contract documents. These instructions are intended only to generally assist the Contractor in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, Contractors must consult with the BDDD office at 972-973-5500.

2. The Contractor shall appoint a high-level official to administer and coordinate the Contractor’s efforts to carry out its SBE contractual commitments.

3. The Contractor agrees to submit monthly reports of payments and subcontract and/or supplier awards to SBES and Non-SBEs in such form and manner and at such times as the Airport Board shall prescribe.

4. The Contractor shall provide BDDD access to all books, records, accounts and personnel in accordance with the Audit and Records section of these Special Provisions. Such access will be used for, among other purposes, determining SBE participation and compliance with the Policies. All Contractors may be subject to interim and post-contract SBE audits. Audit determination(s) regarding Contractor’s compliance with the Policies may be considered and have a bearing on consideration of the Contractor for award of future Contracts.

C. GOALS AND GOOD FAITH EFFORTS

1. Determining Responsive, Non-Responsive and Good Faith Efforts (Pre-Award)
   a. Each Contractor must comply with the terms and conditions of the Policies in making its bid or proposal and, if awarded the Contract, in performing all work thereunder. A Contractor’s failure to comply with any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a bid or proposal non-responsive and may constitute cause for rejection.
      i. Responsive; compliance with requirements. If a bid/proposal meets the Contract Specific Goal or shows an adequate good faith effort in accordance with the Policies, then BDDD shall
notify the procuring department to regard the bid/proposal as responsive.

ii. Non-Responsive; failure to meet requirements. If a bid/proposal subject to a Contract Specific Goal does not meet the goal or show an adequate good faith effort, or provide the necessary documentation or forms outlined in the Policies, then BDDD shall notify the procuring department to regard the bid/proposal as non-responsive. Such determination shall result in no further consideration of the bid/proposal by the Airport Board.

b. Under the Policies, BDDD establishes a Contract Specific Goal for each Contract. The specific goal for this Contract is stated in the Advertisement and Invitation to Bid. In order to comply with the bid/proposal requirements of the Policies, a Contractor must either meet the SBE Contract Specific Goal or demonstrate that the Contractor has made sufficient good faith efforts to meet the Contract Specific Goal. If the Contractor will not meet the SBE goal, it shall nevertheless be eligible for award of the Contract if it can demonstrate to BDDD that it has made good faith efforts to meet the SBE goal. This good faith effort documentation must be submitted with the Contractor’s bid or proposal.

c. For Contracts awarded using the procurement methods of Indefinite Delivery, Job Order Contract, Construction Management-at-Risk or Design Build, a Compliance Plan is required to address the Contract Specific Goal and the utilization of SBEs on such Contract, or for alternative demonstration of good faith efforts by the Proposer. The development, scope and utilization of such compliance plans shall be addressed in a separate document.

d. In evaluating a Contractor’s good faith efforts submission, BDDD will only consider those documented efforts that occurred prior to the good faith effort submission.

e. The submission of good faith efforts documentation is a matter of responsiveness and shall include a specific response to each of the following criteria with the bid or proposal. The following factors are taken into account when assessing whether a Contractor made good faith efforts to meet the Contract Specific Goal. These factors are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the Contract Specific Goal. These factors should not be considered as a template, checklist or some quantitative formula. A Contractor is required to meet all factors outlined below and provide support documentation in order for good faith efforts to be assessed. Mere pro forma efforts are not good faith efforts to meet the Contract Specific Goal. This means that a Contractor must show that it took all necessary and reasonable steps to achieve a Contract Specific Goal, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the Contract Specific Goal, even if they were not fully successful. Failure of the Contractor to demonstrate adequate good faith efforts as to any one of the following categories shall render the overall good faith showing insufficient and the bid/proposal non-responsive. The Airport Board will evaluate the good faith efforts on quality, quantity, and intensity of the different kinds of
efforts that the Contractor has made based on the regulations and the guidance in 49 C.F.R. part 26. NOT SUBMITTING PROPER SUPPORT DOCUMENTATION IS NOT EVIDENCE OF A PROPER DEMONSTRATION OF GOODFAITH EFFORT. SUBMITTAL OF THE CRITERIA, WITH NO ADDITIONAL DOCUMENTATION, WILL NOT BE CONSIDERED ADEQUATE DEMONSTRATION OF GOOD FAITH EFFORT. Contractors are not limited to these particular areas and may include other efforts deemed appropriate. Complete the Commitment to SBE Participation form and attach support documentation only if the Contract Specific Goal is not achieved. For additional guidance concerning good faith efforts, please refer to the Electronic Code of Federal Regulations (CFR 49 Part 26, Appendix A). The required SBE good faith efforts are set forth below:

i. Conducting market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified SBEs that have the capability to perform the work of the contract. This may include attendance at any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities (acceptable documentation shall include copies of the meeting sign-in sheets with contractor name noted as signed-in) and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all SBEs listed in the State and/or Local respective directories of firms that specialize in the areas of work desired (as noted in the SBE directory) and which are located in the area or surrounding areas of the project. The Contractor should solicit this interest as early in the acquisition process as practicable to allow the SBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the SBEs are interested in taking appropriate steps to follow up initial solicitations at least three (3) business days prior to bid opening.

ii. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate SBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SBE participation.

iii. Providing interested SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

iv. Negotiating in good faith with interested SBEs. It is the bidder's responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the
work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.

v. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement SBE, and it is not a sound basis for rejecting a prospective replacement SBE's reasonable quote.

vi. Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

vii. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

viii. Effectively using the services of available community organizations; small/minority/women contractors' groups; local, State, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBEs.
ix. At a minimum, DFW will review the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposer fails to meet the contract goal, but others meet it, DFW may reasonably raise the question of whether, with additional efforts, the apparent successful bidder/proposer could have met the goal. As provided in §26.53(b)(2)(vi), the bidder must submit copies of each SBE and non-SBE subcontractor quote submitted to the bidder when a non-SBE subcontractor was selected over a SBE for work on the contract to review whether SBE prices were substantially higher; and contact the SBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to SBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

f. BDDD will review not only at the different kinds of efforts that the Contractor has made but also the quantity and intensity of those efforts. Efforts that are merely pro-forma are not good faith efforts to meet the goal, even if they are sincerely motivated. BDDD will also consider if, given all relevant circumstances, the Contractor’s efforts could reasonably be expected to produce a level of SBE participation sufficient to meet the goal.

g. Whether or not the Contract Specific Goal has been met and/or whether there were sufficient good faith efforts is considered a matter of the Contractor’s responsiveness. The requirement to submit documentation that the goal has been met or good faith efforts documentation has been submitted in the manner prescribed by BDDD is considered a matter of the Contractor’s responsiveness. The Airport Board will only award Contracts to Contractors determined to be responsive and responsible. If a Contractor fails to submit good faith efforts documentation with the bid or proposal, it waives the right to appeal the good faith efforts decision. The Vice President of BDDD or designee shall determine whether the Contractor made the required good faith efforts to meet the SBE Contract goal and, if not, shall recommend that the Contractor be deemed non-responsive.

h. If a Contractor, that has submitted good faith efforts documentation, desires a review of BDDD’s decision, it must file a written request for an appeal within two (2) business days after receipt of the written decision to the following Reconsideration Official:

Executive Vice President
Administration & Diversity
P.O. Box 619428
DFW Airport, TX 75261-9428

i. As part of the reconsideration, the Contractor will have the opportunity to meet in person with the Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will also have the opportunity to provide written documentation or argument concerning the issue of good faith. Arguments, evidence, and documents supporting the basis for the
appeal must be received no later than five (5) business days after the notice of appeal is filed. The Reconsideration Official’s decision shall be made based solely on the entire administrative record presented with the original good faith efforts documentation. No new additional information or documentation can be provided or allowed for review. The Reconsideration Official will issue a final written decision in response to the appeal.

2. SBE Commitment Modification Due to Change in Scope of Work (Post Award)

a. The Contractor has a continuing obligation as a covenant of performance to meet the SBE utilization to which it committed at Contract award, inclusive of change orders, amendments, and modifications. If the Contractor during Contract performance is not able to meet its original SBE commitment, due to changes to the scope of work made by the Airport Board, the Contractor must notify BDDD immediately to request a Goal Modification.

b. Such good faith efforts during Contract performance must include, but are not limited to:

i. Solicitation of SBEds that are certified in the applicable area of work or specialty;

ii. Providing interested SBEds with adequate information about the plans, specifications, scope of work and requirements of the Contract;

iii. Fairly investigating and evaluating the interested SBEds’ regarding their capabilities, not rejecting SBEds as unqualified without sound reasons based on a thorough investigation, and providing verification, including a statement giving the Contractor’s reasons for its conclusion, that it rejected each non-utilized SBE because the SBE was not qualified;

iv. Negotiating in good faith with interested SBEds regarding price, using good business judgment and not rejecting reasonable quotes from interested SBEds and providing written documentation why the Contractor and any of the SBEds contacted did not succeed in negotiating an agreement; and

v. Effectively using the services of available minority and women community organizations; chambers and Contractor groups; local, State, and Federal business assistance offices, and other organizations that provide assistance in the identification of SBEds

c. Modified good faith efforts must be demonstrated to be meaningful and not merely for formalistic compliance with this requirement. The scope and intensity of the efforts will be considered in determining whether the bidder or proposer has achieved a good faith effort.

d. A Contractor determined not to have made good faith efforts to meet its SBE contractual commitments may request administrative review and
final reconsideration by the Vice President of BDDD. The Contractor may elect to meet in person to discuss whether the Contractor made good faith efforts in accordance with the Policies. BDDD’s determination shall be final.

D. COUNTING SBE PARTICIPATION

1. BDDD will evaluate each bid or proposal to determine the responsiveness of the bid or proposal to the Policies. In determining if a Contractor’s committed levels of participation meet or exceed the solicitation’s Contract Specific Goal, BDDD shall base its determination solely on the information provided in the bid or proposal document.

2. If a joint venture is proposed to meet the Contract Specific Goal or any portion thereof, the total value of the distinct and clearly defined portions of the work of the Contract that the SBE will perform with its own workforce, reflect its capital contribution, control, management and profits; and for which it is at risk will be counted.

3. When counting the SBE participation on bids with charged reimbursable expenses, deductive or add alternatives, the responsiveness determination shall be based on the base bid. Contractors, however, are strongly encouraged to include SBE participation on add alternates and charged reimbursable expenses when feasibly possible. Any participation achieved on add alternates and charged reimbursable expenses will be credited towards the SBE goal.

4. When calculating participation levels, percentages and dollar amounts for each SBE, the Contractor cannot round up in determining whether or not the total of these amounts meets or exceeds the Contract Specific Goal.

5. A Contractor cannot require an SBE subcontractor to enter into an exclusive arrangement for purposes of submitting its bid or proposal or require the SBE subcontractor to enter into a non-compete arrangement post award.

6. Post award, the Contractor may count towards its SBE contractual commitment a SBE that is certified by an approved entity during the performance of the Contract if the SBE is added to the Contract or substituted for a SBE pursuant to SBE SUBSTITUTIONS OR TERMINATIONS section herein.

7. The Contractor may not count toward its SBE contractual commitment the dollar value of work performed by a SBE after it has ceased to be certified as an SBE.

8. SBE prime Contractors can count their self-performance toward meeting the Contract Specific Goal, but only for the scope of work and at the percentage level they will self-perform.

9. SBE prime Contractors cannot count their self-performance in lieu of meeting an SBE subcontracting commitment made at the time of contract award.

10. When a SBE participates in a Contract, the Contractor shall count only the value of the work actually performed by the SBE toward the Contract Specific Goal.
11. All SBE contractors, subcontractors, joint ventures, suppliers, manufacturers, manufacturer’s representatives, or brokers listed in the bid or proposal must actually perform a commercially useful function in the work of a contract within the area(s) for which they are certified, and must not act as a conduit. In no case, however, shall an SBE act as a conduit, nor shall the participation of an SBE count toward the goal to the extent it fails to perform a commercially useful function.

12. When a Contractor utilizes an SBE staffing service to perform work and the employees of the staffing firm are Contract employees that do not receive paid benefits, the Contractor shall count only the amount of fees or commissions charged by the staffing service for providing labor force.

13. A Contractor cannot count toward the Contract Specific Goal amounts paid to an affiliate subcontractor, as defined in the SBE Program Policy and Administrative Procedures, Glossary of Definitions.

14. The Contractor shall count the entire amount of that portion of a Contract (or other Contract not covered by this section) that is performed by the SBEs own work forces. The Contractor may count the cost of supplies and materials obtained by the SBE for the work of the Contract, including supplies purchased or equipment leased by the SBE (except supplies and equipment the SBE subcontractor purchases or leases from the prime Contractor or its affiliate).

15. When a SBE subcontracts part of the work of its Contract to another firm, at any tier, the value of the subcontracted work may be counted towards the SBE goal only if the SBE’s subcontractor is itself a SBE. Work that a SBE subcontracts to a non-SBE does not count toward SBE goal.

16. The Contractor will count expenditures to a SBE subcontractor toward the SBE goal only if the SBE is performing a commercially useful function on the Contract.

   a. A SBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the materials itself. To determine whether a SBE is performing a commercially useful function, the Contractor must evaluate the amount of the work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing, the SBE credit claimed for its performance of the work, and other relevant factors.

   b. A SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of SBE participation. In determining whether a SBE is such an extra participant, the Contractor must examine, among other relevant factors, similar transaction, particularly those in which SBES do not participate.
c. If a SBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work forces, or the SBE subcontracts a greater portion of the work of a Contract then would be expected on the basis of normal industry practice for the type of work involved, the Contractor must presume that it is not performing a commercially useful function.

d. When a SBE is presumed not to be performing a commercially useful function as provided in this section, the SBE may present evidence to rebut this presumption. BDDD may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

17. The Contractor shall use the following factors in determining whether a SBE trucking company is performing a commercially useful function:

a. The SBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract, and there cannot be a contrived arrangement for the purpose of appearing to meet the SBE goal.

b. The SBE must itself own and operate at least one fully licensed, insured and operational truck used on the Contract.

c. The SBE shall receive credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.

d. The SBE may lease trucks from another SBE, including a owner-operator who is certified as a SBE. The SBE who leases trucks from another SBE shall receive credit for the total value of the transportation services the lessee SBE provides on the Contract.

e. The SBE may also lease trucks from a non-SBE, including from an owner-operator. The SBE who leases trucks from a non-SBE is entitled to a credit only for the fee or commission it receives as a result of the lease arrangement. The SBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a SBE.

f. For purposes of this paragraph, a lease must indicate that the SBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SBE, so long as the lease gives the SBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the SBE.

18. Suppliers: A supplier may be a regular dealer, manufacturer, manufacturer’s representative or broker. The Contractor shall count expenditures to SBEs for materials or supplies towards the SBE goal as follows:

a. On Airport Board contracts of less than five million dollars ($5,000,000.00), at the time of bid openings or proposal selection, one
hundred percent (100%) of the value of the commercially useful function performed by an SBE supplier on such contract shall be counted toward the SBE goal.

b. On Airport Board contracts of five million dollars ($5,000,000.00) or more, at the time of bid opening or proposal selection, sixty percent (60%) of the value of the commercially useful function performed by an SBE supplier on such contract shall be counted toward the SBE goal.

19. If a SBE subcontractor is not certified at the time of the execution of the Contract, supplemental agreement or subcontract, the Contractor may not count the firm’s participation toward the SBE goal until the firm is certified. Counting of participation is not retroactive. Additionally, the Contractor shall not count the dollar value of work performed under a Contract with a firm after it has ceased to be SBE certified.

20. The Airport Board reserves the right to reject the participation of a certified firm for credit towards meeting the Contract goal, in its sole discretion.

21. The Contractor shall not count the participation of a SBE subcontractor toward the goal until the amount has been actually paid to the SBE.

22. The following expenditures to SBEs may also count toward the SBE goal:

a. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by BDDD to be reasonable and not excessive as compared with fees customarily allowed for similar services.

b. The fees charged for delivery of material and supplies required on a job site (but not the cost of materials and supplies themselves) when the hauler, trucker or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by BDDD to be reasonable and not excessive as compared with fees customarily allowed for similar services.

c. The fees of commission charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by BDDD to be reasonable and not excessive as compared with fees customarily allowed for similar services.

23. Joint Ventures: The Airport Board shall encourage where economically feasible joint ventures to encourage prime contracting opportunities for SBEs on all eligible Contracts, including commercial development agreements.

a. If a Contractor engages in a joint venture to satisfy its SBE commitment, BDDD shall review all contractual agreements or other pertinent documents regarding:
i. The initial capital investment of each venture partner;

ii. The proportional allocation of profits, losses and risks to each venture partner;

iii. The sharing of the right to control the ownership and management of the joint venture;

iv. Actual participation of the venture partners in the performance of the Contract;

v. The method of and responsibility for accounting;

vi. The methods by which disputes are resolved; and

vii. Other pertinent joint venture factors.

b. A draft of the proposed joint venture agreement must be submitted with the bid or proposal to BDDD for its approval in writing. BDDD shall determine the degree of SBE participation resulting from the joint venture that may be credited towards the Contract Specific Goal.

c. BDDD will count SBE participation where the SBE or joint venture partner performs a portion of work on the Contract and the percentage of ownership or equity of the SBE in a joint venture. BDDD will allow the joint venture to count the portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the work of the Contract that the SBE joint venture partner performs with its own forces toward the SBE commitment and for which it is at risk.

d. If, after the award of a contract to a team, any member of the team believes that the terms and conditions of the agreement as approved by BDDD have not been complied with, then such member may seek review and mediation of such agreement before the Vice President of BDDD. The request for review must be made in writing.

e. In the event that the mediation with the Vice President, does not resolve all disputes, the Vice President of BDDD shall have the option of referring mediation proceedings to a qualified outside mediator, the costs to be borne by the interested parties.

24. Teaming Agreements

a. If the bidder or proposer submits a teaming agreement that includes one (1) or More SBEs, the value of the commercially useful function to be performed by the SBEs in the teaming agreement as the distinct, clearly defined portion of the work of the teaming agreement that the SBE performs with its own forces or for which it is separately at risk shall count toward satisfaction of the project goal. The teaming agreement is subject to review and approval by the BDDD, and the teaming agreement shall be provided to BDDD at least ten (10) days prior to the date of bid opening or the date of final project-specific proposal, in the case of a competitive selection process unless
otherwise set forth in the request for bids or proposals, as required by BDDD. Teaming agreement participation will count toward the satisfaction of the project goal upon confirmation by the BDDD of the utilization in the teaming agreement arrangement and full integration of work forces by the teaming agreement parties.

b. BDDD will establish prior to issuing the request for bids or the request for proposals any criteria to evaluate the use of teaming agreements for the project. As to each teaming agreement under this Section, a written teaming agreement must be completed by all parties to the teaming agreement and executed, which clearly delineates the rights and responsibilities of each teaming party, complies with any requirements of the BDDD department as set forth in the bid documents or otherwise, and provides that the teaming agreement shall continue for, at a minimum, the duration of the project.

c. BDDD shall review and approve all contractual agreements regarding the terms and provisions of each teaming agreement prior to the award of a contract, including agreements pertaining to:

i. Actual participation of the teaming members on the project;

ii. The high value work to be performed by the teaming members;

iii. The method by which disputes are resolved; and

iv. Any additional or further information required by BDDD as set forth in the bid documents or otherwise.

d. Teaming parties may submit agreements for pre-approval no later than ten (10) calendar days prior to the date set for receipt of bids or proposals on a project, but in no event later than designated in the bid documents or requests for proposals. A bid or proposal submitted by a teaming relationship that does not include a satisfactory written teaming agreement as applicable, in accordance with the requirements of this Section shall be deemed non-responsive and rejected.

e. The teaming parties shall provide the BDDD access to review all records pertaining to teaming agreements before and after the award of a contract in order to reasonably assess compliance with the policy and procedures.

f. If, after the award of a contract to a team, any member of the team believes that the terms and conditions of the agreement as approved by BDDD have not been complied with, then such member may seek review and mediation of such agreement before the Vice President of BDDD. The request for review must be made in writing.

g. In the event that the mediation with the Vice President, does not resolve all disputes, the Vice President of BDDD shall have the option of referring mediation proceedings to a qualified outside mediator, the costs to be borne by the interested parties.
The parties shall provide all records pertaining to the joint venture or teaming arrangement before and after the award of a Contract reasonably necessary to access compliance with these requirements, including but not limited to, certification and financial records.

E. CERTIFICATION

1. In order to count the participation of SBEs towards the Contract goal, the SBE must be certified by the North Central Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council, Women’s Business Council Southwest, Small Business Administration 8(a) Program or the Texas Department of Transportation (TxDOT). Note: TxDOT only certifies for TxDOT highway construction and maintenance projects, not for DFW Airport projects."

2. In addition to having a valid certification from one of the entities listed above, the SBE must have a place of business in the Airport Board’s market area at the time the bid or proposal is submitted for credit towards meet the SBE goal, which is defined as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, and Wise counties.

3. The SBE must provide any requested documentation to establish its place of business to the satisfaction of BDDD. Use of a P.O. Box address, another person’s or firm’s office space, virtual offices or staffing services are not considered a place of business.

4. Affiliate/Affiliation: Regardless of certification by a recognized agency, the SBE must be an independent business and not an affiliate of any other business. Affiliate means any business entity that is affiliated with an SBE or with owners of such SBE or any other business enterprise. Business enterprises are affiliates of each other when:

   a. One either directly or indirectly, through one or more intermediaries, controls or has the power to control the other; or
   
   b. A third party or parties controls or has the power to control both; or
   
   c. Other relationships or identity of interests between or among parties exist such that affiliation may be found.
   
   d. Concerns and entities are affiliates of each other when one controls or has the power to control the other, or a third party or parties controls or has the power to control both. It does not matter whether control is exercised, so long as the power to control exists.

   e. Affiliation based on identity of interest. Affiliation may arise among two or more persons with an identity of interest. Individuals or firms that have identical or substantially identical business or economic interests (such as family members, individuals or firms with common investments, or firms that are economically dependent through contractual or other relationships) may be treated as one party with such interests aggregated.

   f. Firms owned or controlled by married couples, parties to a civil union,
parents, children, and siblings are presumed to be affiliated with each other if they conduct business with each other, such as subcontracts or joint ventures or share or provide loans, resources, equipment, locations or employees with one another.

5. The Airport Board in its sole discretion shall determine whether an applicant is an independent business.

6. The Contractor must submit to BDDD a properly completed SBE Certification Certificate or letter, with all required attachments, for all SBEs proposed to be utilized as subcontractors or suppliers to meet the Contract Specific Goal at the time of bid/proposal submission. The Airport Board reserves the right to reject the participation of a certified firm for credit towards meeting the Contract goal, in its sole discretion. Such rejection shall be in writing and state the reason(s) for the rejection. A Contractor whose proposed certified firm is rejected for goal credit may request reconsideration of the rejection to the BDDD in writing. The request for reconsideration must be received by the BDDD within two (2) business days of the notification of rejection. BDDD’s decision on the request shall be final.

7. A firm must be certified as a SBE at the time of bid or proposal submission to be counted towards meeting the goal for purposes of determining Contract award.

8. Dollars paid to a firm prior to them obtaining an approved certification are not retroactive.

9. BDDD maintains a listing of certified firms that have expressed an interest in doing business with the Airport Board or are currently doing business with the Airport Board. The directory is not a certification database. Certifications listed are provided by third-party service providers. Bidders and proposers may use its Directory to assist them in locating SBEs for the work required on the Contract however the certifications should be verified through the approved certification agency.

- The SBE Directory is located at: https://dfw.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=dfw&XID=5886

10. SBE certification does not constitute a representation or warranty as to the qualifications or capabilities of any certified firm.

E. PRE-AWARD COMPLIANCE PROCEDURES

1. SBE Utilization Forms and Related Documentation
   a. Each Contractor must submit for all solicitations, bids or proposals, completed SBE utilization forms as outlined below to be considered responsive. If the Contract Specific Goal is 0% and no SBE participation is proposed, including no SBE self-performance, the required forms should be noted as “Not Applicable”.

2. Request for Bids (RFB) – General Goods and Services
• **Commitment to SBE Participation** must be submitted at the time of bid submission.
• **Final Schedule of Subcontractors** must be submitted at the time of bid submission.
• **Certification Certificates** must be submitted at the time of bid submission for each SBE listed on the Final Schedule of Subcontractors.
• **Intent to Perform as a Subcontractor** must be submitted at the time of bid submission for each SBE listed on the Final Schedule of Subcontractors.
• **Good Faith Effort Documentation** must be submitted at the time of bid submission if the Contractor fails to meet the Contract Specific Goal.

3. Request for Bids (RFB) – Construction Services under $1MM

• **Commitment to SBE Participation** must be submitted at the time of bid submission.
• **Preliminary Schedule of Subcontractors** must be submitted at the time of bid submission.
• **Certification Certificates** must be submitted at the time of bid submission for each SBE listed on the Preliminary Schedule of Subcontractors.
• **Intent to Perform as a Subcontractor** must be submitted at the time of bid submission for each SBE listed on the Preliminary Schedule of Subcontractors.
• **Good Faith Effort Documentation** must be submitted at the time of bid submission if the Contractor fails to meet the Contract Specific Goal.
• **Final Schedule of Subcontractors** shall be submitted within three (3) business days from the date of the bid opening or with the bid verification.

4. Request for Proposals (RFP)

• **Commitment to SBE Participation** must be submitted at the time of proposal submission.
• **Preliminary Schedule of Subcontractors** must be submitted at the time of proposal submission.
• **Certification Certificates** must be submitted at the time of bid submission for each SBE listed on the Preliminary Schedule of Subcontractors.
• **Intent to Perform as a Subcontractor** must be submitted at the time of proposal submission for each SBE listed on the Preliminary Schedule of Subcontractors.
• **Good Faith Effort Documentation** must be submitted at the time of proposal submission if the Contractor fails to meet the Contract Specific Goal.
• **Final Schedule of Subcontractors** must be submitted with the best and final offer and prior to processing an Official Board Action.

5. Request for Proposal (RFP) - Indefinite Delivery, task/delivery order

• **Commitment to SBE Participation** must be submitted at the time of proposal submission.
• **Compliance Plan** must be submitted at the time of proposal submission.
• **Certification Certificate for Prime** must be submitted at the time of proposal submission if a certified Prime is claiming credit for self-performance.

• **Good Faith Effort Documentation** must be submitted at the time of proposal submission if the Contractor fails to meet the Contract Specific Goal.

• **Final Schedule of Subcontractors** must be submitted with each price proposal when a delivery order price proposal is requested from the Contracting Department.

• **Certification Certificates for Subcontractors** must be submitted with the Final Schedule of Subcontractors for each SBE listed on the Schedule.

• **Intent to Perform as a Subcontractor** must be submitted with the final agreed-upon price proposal for each delivery order for each certified subcontractor.

6. Any commitments to meet the Contract Specific Goal must be detailed on the **Commitment to Small Business Enterprise (SBE) Participation** form included with the bid/proposal. Submission of the form shall constitute a representation by the Contractor to the Airport Board that it commits to maintain the SBE participation level to which it committed to at the time of Contract award throughout the performance of the Contract.

7. The **Schedule of Subcontractors** form must list all subcontractors and suppliers the Contractor intends to use in performing the work of the project, including non-SBEs, and detail the preliminary and/or final percentage and dollar commitment of the Contractor to SBE participation. Only certified SBEs identified and the levels of participation listed for each at the time of bid/proposal submission will be considered in determining whether the Contractor has met the Contract Specific Goal. All SBEs must be properly certified under the guidelines of the CERTIFICATION section. Modifications, substitutions or termination of the SBEs identified must follow the guidelines of the SBE SUBSTITUTIONS OR TERMINATIONS section.

8. Submission of the **Intent to Perform as a Subcontractor** form for each SBE shall constitute a representation by the Contractor to the Airport Board that it believes such SBE to be certified as a SBE to perform the work as designated, the SBE has a place of business in the Airport Board’s market area and the SBE is not affiliate with the Contract as defined herein. It shall also represent a commitment by the Contractor that if it is awarded the Contract, it will enter into a subcontract with such SBE for the work described at the approximate price and percentage set forth in the **Intent to Perform as a Subcontractor** form.

9. The Contractor shall enter into formal agreements with the SBE firms for work as indicated on the **Final Schedule of Subcontractors** and **Intent to Perform** forms within 10 (ten) business days after receipt of the Contract executed by the Airport Board or Notice to Proceed executed by the Airport Board. The Contractor, if requested, shall provide to BDDD copies of those agreements within 5 (five) business days of execution. The Airport Board reserves the right to review selected agreements at random.

10. If the SBE subcontractor information or status changes after the forms have been submitted but prior to award of the Contract (pre-award), the Contractor must immediately notify BDDD of the changes and a written explanation for the
change by submitting a **Request for Approval of Change to Final Schedule of Subcontractors** form. No change in SBE participation after bid submission, but prior to Contract award, may change, or be deemed to change, the Contractor’s submitted bid amount.

11. Post award, any substitution or termination of SBEs that occur after Contract award, must be processed using the Airport Board’s Diversity Management System and follow the SBE Policy and Administrative Procedures stated in Section XII. CONTRACT SPECIFIC COMMITMENT MODIFICATIONS OR SBE SUBSTITUTIONS.

12. Contractors must appoint and designate to BDDD a high-level official to administer and coordinate its contractual SBE commitments.

13. **Alternative Compliance Plan**
   
a. Bids/Proposals with the provision of Indefinite Delivery for a period of time and with no delineation of the dollar amount for specific on-call projects, the Contractor shall submit only the anticipated overall percentage of SBE contractual commitment and a completed Compliance Plan at the time of bid/proposal submission to demonstrate compliance with the policy and procedures.

b. For contracts and/or proposals that are not determined to utilize a Compliance Plan and that do not delineate the dollar amount of a specific project, the bidder or proposer need list only the anticipated percentage of participation of SBEs rather than specific dollar amounts.

c. The Compliance Plan shall be developed in accordance with the following requirements:

1) BDDD may require separate Contract Specific Goals for professional services and for construction services, or set a project aggregate Contract Specific Goal. The Compliance Plan may be required to address the professional services goal and the construction services goal, one or the other, or any project aggregate goal in BDDD’s discretion.

2) The professional services and/or construction services goal shall be expressed as a percentage of either the total amount of any lump sum Contract awarded to complete a project, or in the alternative, the total estimated “cost of the work” as that term is defined in any guaranteed maximum price Contract awarded to complete a project.

3) Submission and review of a Contractor’s proposed Compliance Plan will occur as a solicitation submittal requirement. Failure to comply with the submittal timetable may result in no further consideration of the proposed Compliance Plan and rejection of the proposal.

d. At a minimum, a proposed Compliance Plan must:
1) Comply with the SBE Policy and Administrative Procedures, including affirming that BDDD shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of the approved Compliance Plan. The Contractor must acknowledge the Airport Board’s right to impose monetary penalties and/or withhold payment in the event of non-compliance and subject the Contractor to sanctions pursuant to the SBE Policy and Administrative Procedures.

2) Provide a detailed program for community outreach and support to enhance SBE opportunities.

3) Provide a detailed program describing how the Contractor will divide up the anticipated work into economically feasible units calculated to enhance SBE opportunities.

4) Describe in detail how the Contractor will make good faith efforts to meet the project goal(s), including work that the Contractor would normally self-perform, and provide for review, reconciliation milestones and audit opportunities for BDDD.

5) If the proposed Compliance Plan is based upon a phased or packaged buy out of the projected construction work, the Contractor will describe the process by which it will address the project goal(s) on a phased/ package or cumulative basis.

6) Describe how the Contractor will comply with the requirements herein as part of the subcontractor buyout of the construction work, including use of commitment forms, Schedule of Subcontractors, Intent to Perform and joint venture forms to adequately document committed participation attained.

7) Contain a specific acknowledgement of the Contractor’s continuing duty to meet the requirements of the SBE Policy and Administrative Procedures. The Compliance Plan must detail how the Contractor will make good faith efforts to maintain its SBE commitments.

8) Set forth how the Contractor will comply with BDDD’s Diversity Management System for tabulation of participation performance and plan administration and for monitoring and reporting progress and participation performance to BDDD.

9) Recommend methods for supporting BDDD administration and oversight of the Compliance Plan.

10) Set forth a detailed methodology for issuance of notice(s) of non-compliance to the Contractor’s subcontractors with the Compliance Plan and a reasonable opportunity to cure.

11) Set forth a detailed methodology for final reconciliation of participation performance, measured against the established goal(s) and Compliance Plan close out.
e. BDDD shall approve or reject the proposed Compliance Plan. If the proposed Compliance Plan is rejected, BDDD will provide rejection comments and the Contractor may submit a revised Compliance Plan by a date set by BDDD. BDDD in its sole discretion may meet with the Contractor to discuss any deficiencies that must be addressed in the revised Compliance Plan. If BDDD determines the revised Compliance Plan is insufficient to meet the requirements of the SBE Policy and Administrative Procedures, it shall notify the Procuring Department to regard the bid/proposal as non-responsive. Such determination shall result in no further consideration of the bid/proposal by the Airport Board. In no event shall a Contract to construct a project be awarded, executed or continue without an approved Compliance Plan.

G. PAYMENT

1. Monitoring Contractual Commitments and Payments to SBEs

   a. It is Airport Board policy that all Contractor invoices in compliance with Contract payment terms and conditions be paid within 30 days of receipt.

   b. All Contractors must comply with the Texas Prompt Pay Act (Chapter 2251; Texas Government Code) paying all sums, including retainage withheld from subcontractors, to subcontractors, subconsultants, vendors, materialmen, suppliers and similar persons or entities, including paying such persons or entities within 10 days of receiving payment from the Airport Board their appropriate share of such payment. No Contractor that has received payment of an undisputed amount from the Airport Board may withhold from any subcontractor its undisputed appropriate share of such payment.

   c. No Contractor may withhold retainage from any subcontractor at a higher percentage rate than retainage is withheld by the Airport Board from Contractor. Except for the Texas Prompt Pay Act requirement that a Contractor release retainage to a subcontractor within 10 days of that subcontractor’s invoice for retainage, each Contractor must withhold/release retainage from/to each subcontractor in at least the same manner as retainage is withheld/released by the Airport Board from/to Contractor (and must include provisions in its subcontracts ensuring this), including, but not limited to mirroring the Airport Board’s treatment of retainage withheld/released to Contractor concerning the following subjects:

      i. the percentage amount of retainage withheld/released;

      ii. the schedule for withholding/releasing retainage;

      iii. the phased release of retainage according to any phased completion (substantial/final) of portions of the project;

      iv. the optional cessation of withholding retainage prior to substantial/final completion of, or final payment for, the project (e.g. optional cessation when 50% of project is substantially completed).
complete, with an Airport Board’s right to resume withholding retainage upon the occurrence of certain events);

v. the release of retainage prior to final payment, less an amount withheld to cover a percentage of the value of punch-list work required before final completion is certified (e.g. retention of 200% of the value of punch-list work pending certification of final completion).

d. Each Contractor must address (and implement) in its subcontracts the subject of retainage so that each subcontractor is treated by the Contractor in the same manner as Airport Board treats the Contractor. Nothing in this provision precludes a Contractor from including in its subcontracts retainage provisions that are more favorable than those contained in the Contract between Airport Board and Contractor, including, but not limited to, provisions withholding retainage at a lesser percentage rate, releasing retainage in part/whole earlier than retainage released by Airport Board and/or withholding less retainage than Airport Board withholds to cover the value of punch-list work required to be completed before final completion certification.

e. DFW encourages all Contractors and their subcontractors, subconsultants, vendors, materialmen, suppliers and similar persons or entities to make payment of invoices submitted to them more expeditiously than required under the Texas Prompt Pay Act.

f. Payment by a Contractor in violation of the terms of the Contract or applicable law will constitute a material breach of this Contract.

g. The Airport Board may withhold progress payments until the Contractor demonstrates compliance with the payment terms of this Contract or applicable law, including withholding progress payments solely relating to monies payable to Contractor for work it self-performs or associated retainage.

h. The Airport Board may also exercise any other rights or remedies available to it under this Contract or applicable law if Contractor fails to comply with the payment terms of this Contract or applicable law.

i. In an effort to remove the race- and gender-neutral barrier of the length of time for subcontractor payments on Airport Board procurements, the Airport Board has an Expedited Payment Policy for eligible Contractors that may elect to voluntarily participate in. This policy is applicable if a Contractor has been awarded a multi-year Contract for construction and/or maintenance services of at least $10,000,000 in Contract value. The Expedited Payment program requires those eligible Contractors that voluntarily participate in the program to pay their subcontractors within seven (7) calendar days after receipt of the subcontractor’s invoice. The Airport Board would then pay interest and provide other incentives to the Contractor on eligible expedited payments according to the Expedited Payment Process and Policy. The terms for Expedited Payment will be negotiated prior to the issuance of the Notice to Proceed.
j. To ensure that the Contractor meets its SBE contractual commitment, BDDD will review the Contractor's SBE utilization throughout the term of the Contract, including any term extensions from the original Contract period. If a Contract includes an SBE contractual commitment, the Contractor must report all SBE payments using the Airport Board’s Diversity Management System and submit verifying information as outlined below, concurrent with the Contractor's submission of each payment request. The information provided will be utilized to provide constant monitoring of the payments made to the SBE as well as non-SBE subcontractors in relation to the percentage of work performed. Failure to submit this information with the payment request will result in the invoice being returned to the Contractor.

i. As of 2012, Contractors with new contracts are required to report all payments online utilizing the Airport Board's Diversity Management System and submit a data entry confirmation with each payment request. The confirmation is a print out of what was entered into the system.

ii. Contracts prior to 2012, are required to submit the original Pay Period Activity Report form with the payment request, unless they choose to report online, when then defaults to Paragraph 10.a.

2. Training for the Airport Board’s Diversity Management System: The Contractor is responsible for ensuring its employees who are processing payment requests on its company’s behalf are trained on the Airport Board’s Diversity Management System. This includes all subcontractors who the Contractor will be utilizing on the contract and will be verifying reported sub payments online.

3. Contract Close Out: To ensure that the Contractor meets all its SBE contractual commitments, BDDD will review the Contractor’s SBE utilization throughout the term of the Contract, including any term extensions of the original Contract period, prior to receiving final payment. The Contractor must report all final SBE payments using the Airport Board’s Diversity Management System and submit a data entry confirmation with the final payment request or Final Pay Period Activity Report if the Contract was awarded prior to 2012. In addition, the Contractor must ensure all subcontractor payment verifications are complete in order for BDDD to close out the Contract.

4. Dispute Resolution: BDDD encourages all Contractors that may have a dispute with any subcontractor to attempt to resolve such dispute through appropriate formal or informal alternative dispute resolution procedures, including, but not limited to, negotiation, mediation, collaborative law, arbitration and/or conciliation, prior to seeking BDDD’s assistance in resolving the dispute. If any Contractor or subcontractor does seek BDDD’s assistance, it may require them to first attempt to resolve their dispute through appropriate alternative dispute resolution procedures and to provide BDDD with evidence of their good faith attempts to resolve the dispute as a condition of further assistance from BDDD.
5. On-Site Inspections: Compliance monitoring may also include on-site inspections. The Contractor is responsible for providing BDDD, if requested, a project work scheduler together with a list of all subcontractors for the scheduled work.

6. All reports of noncompliance will be referred by BDDD to the contract administrator, and if appropriate, to the Legal Department.

H. SBE SUBSTITUTIONS OR TERMINATIONS

1. If change orders, amendments or any other Contract modifications are issued under the Contract, the Contractor has a continuing obligation to immediately inform BDDD in writing of any agreed upon increase or decrease in the scope of work of such Contract, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

2. If change orders or other Contract modifications are issued under the Contract that include an increase in the scope of work whether by amendment, change order, force account or otherwise which increases or decreases the dollar value of the Contract, whether or not such change is within the scope of work designated for performance by a SBE at the time of Contract award, then such amendment, change order or other modification must be contemporaneously submitted to BDDD. The Contractor must make good faith efforts to meet its SBE contractual commitment with existing SBEs first. If the Contractor is unable to meet its SBE contractual commitment with existing SBEs, the Contractor shall satisfy its commitment, as it relates to changed scope of work, modifications, and or amendments, by soliciting new SBEs and must submit a Request for Approval of Change to Final Schedule of Subcontractors, through the Airport Board’s Diversity Management System and must be approved in writing by BDDD.

3. The Contractor cannot terminate or otherwise change the terms of its Final Schedule of Subcontractors prior to or after Contract award without the prior written consent of BDDD. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a SBE subcontractor with its own forces or those of an affiliate, a non-SBE or another SBE.

4. The Contractor must demonstrate good cause to terminate or substitute the SBE and seek BDDD approval prior to taking any termination or substitution action. Good cause includes the following circumstances:

   a. The listed SBE subcontractor fails or refuses to execute a written Contract.

   b. The listed SBE subcontractor fails or refuses to meet the Contractor’s reasonable, nondiscriminatory bond requirements.

   c. The listed SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.
d. The listed SBE is ineligible to work on Airport Board projects because of suspension and debarment proceedings pursuant to federal or state law or other applicable laws or regulations.

e. BDDD has determined that the listed SBE subcontractor is not a responsible Contractor.

f. The listed SBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal.

g. The listed SBE subcontractor is ineligible to receive certification for the type of work required.

h. The SBE owner dies or becomes disabled with the result that the listed SBE subcontractor is unable to complete its work on the Contract.

i. Other good cause as determined in BDDD’s sole discretion.

5. Good cause does not include where the Contractor seeks to terminate an SBE it relied upon to obtain the Contract so that the Contractor can self-perform the work or substitute another SBE or non-SBE subcontractor to perform the work for which the SBE was engaged or listed on the Final Schedule of Subcontractors.

6. The Contractor must give the SBE notice in writing, with a copy to BDDD, of its intent to request to terminate and/or substitute, and the detailed reasons for the request. The Contractor and the SBE must attempt to negotiate a resolution of the situation, and if the negotiation is unsuccessful, the Contractor must document this effort before the Contractor seeks BDDD’s approval to substitute the SBE.

7. Contractors must meet the above criteria and process before requesting prior written approval of any material change in the ownership, control, duties, functions and responsibilities of any SBE. The Contractor cannot make any changes to the Final Schedule of Subcontractors without the prior written consent of BDDD.

8. If the Contractor proposes to terminate or substitute a SBE subcontractor for any reason, the Contractor must make good faith efforts as defined herein to find a substitute SBE subcontractor that is already certified for the original SBE to meet its SBE contractual commitment. Its good faith efforts shall be directed at finding another SBE to perform or provide at least the same amount of work, material or service under the Contract as the original SBE to the extent necessary to meet its SBE contractual commitment. The Contractor may also find additional SBEs and/or adjust the current/projected SBE participation to meet its SBE contractual commitment.

9. The Contractor must submit an Intent to Perform as a Subcontractor form for each proposed new SBE subcontractor. BDDD will approve or disapprove the substitution based on the Contractor’s documented compliance with these provisions.

10. All changes to the Schedule of Subcontractors form must be submitted for review and approval through the Airport Board’s Diversity Management System.
I. COMPLIANCE AND ENFORCEMENT

1. These provisions address the additional contractual remedies available to the Airport Board as a result of the Contractor’s failure to comply with the obligations set forth in the SBE Policy and Administrative Procedures. The contractual remedies set forth are also applicable to the Contractor’s failure to comply with the Program requirements, as well as any remedies available at law or in equity. These remedies are not intended to apply to the Contractor’s failure to comply with other obligations under the Contract unrelated to the Program requirements or preclude Airport Board’s recovery of its actual damages for such unrelated breaches.

2. The Contractor must attend and participate in onboarding, progress, non-compliance meetings and site visits upon request. The Contractor must forward all necessary documents and information during the course of performance and to close out the Contract and must cooperate with BDDD in providing any information, including the final accounting for SBE participation on the Contract.

3. BDDD is empowered to receive and investigate complaints and allegations by SBEs, third parties or Airport Board Staff, or to initiate its own investigations, regarding Contractor’s compliance with the Program requirements. If BDDD determines that an investigation is warranted, the Contractor must fully cooperate with the investigation and provide complete, truthful information to the Airport Board concerning the investigation and Contractor’s compliance with the Program requirements.

4. The failure of the Contractor to meet the SBE contractual commitment or comply with any other aspect of the Program requirements will constitute a material breach of the Contract entitling the Airport Board to exercise any remedy available in this Contract, the Program requirements or applicable law. In addition, the failure of the Contractor to meet the SBE contractual commitment or comply with any other aspect of the Program requirements may be considered and have a bearing on future contract award considerations.

5. The Airport Board may report any suspected false, fraudulent or dishonest conduct relating to the Contractor’s performance of the Program requirements to the Airport Board’s Department of Audit Services or to any applicable enforcement agency, including the State Attorney General’s Office and appropriate federal law enforcement authorities.

6. If Contractor is in breach of any of the Program requirements, the Airport Board may exercise any of following remedies, in addition to any other remedies available to it under this Contract or at law or in equity:
a. withholding funds payable under this Contract, including, but not limited to, funds payable for work self-performed by the Contractor or applicable retainage;

b. temporarily suspending, at no cost to DFW, Contractor’s performance under the Agreement/Contract;

c. termination of the Agreement/Contract;

d. suspension/debarment, in accordance with applicable law, of Contractor for a period of time from participating in any solicitations issued by DFW for severity of breach of Contract.

7. With respect to a firm not meeting a goal on a previous contract or the underutilization of an SBE(s) on a previous contract, BDDD shall regard as non-responsive any bid, proposal or competitive selection process proposal received that includes the Contractor, consultant as a Contractor, consultant, subcontractor, subconsultant, joint venture, supplier, manufacturer’s representative, or broker.

8. With respect to SBE firms, a finding of non-compliance could result in a denial of certification or removal of eligibility and/or suspension and debarment.

(End of SBE Special Contract Provisions)
COMMITMENT TO SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION FORM
(This form is required as part of the bid/proposal submission.)

The SBE goal for Solicitation/Contract # _________________________ is _________%.

NOTE: The BDDD will only credit SBE participation that is certified by an approved certification entity at the time of bid/proposal submission. DBE certificates will no longer be accepted for SBE credit. Effective 10/1/12, in addition to having a valid certification, SBEs must also have a place of business in the Airport’s market area¹ at the time of bid/proposal submission for credit towards meeting a contract goal.

The undersigned Contractor has satisfied the requirements of the bid/proposal specifications in the following manner (Please check (✓) the appropriate space):

- Self-Performance: The proposer, a certified SBE firm, is committed to meeting or exceeding the SBE goal through self-performance.

- Self-Performance & Percentage Participation: The proposer, a certified SBE firm, is committed to meeting or exceeding the SBE goal, with a minimum of _____% self-performance and a minimum of _____% SBE subcontracting participation on this contract.

- Percentage Participation: The proposer is committed to meeting or exceeding the SBE goal, with a minimum of _____% SBE subcontracting participation on this contract.

- The Contractor is unable to meet the SBE goal of _____% and is committed to a minimum of ___% SBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of Prime Contractor: ____________________________________________________________

Signature Title

Printed Name Date

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¹ The Airport’s market area is defined as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, and Wise counties.
**SCHEDULE OF SUBCONTRACTORS (PRELIMINARY)**

Prime Bidder/Contractor: ____________________________________________________________

☐ SBE  ☐ NON-SBE

Contract Number: _______________________  Contract Name: ____________________________________________________________

As part of the procedures for the submission of a completed bid/proposal, all bidders/proposers are required to identify ALL participating subcontractors applicable to the above project and include this completed form as part of the bid. Check all Certification Status categories that apply to each subcontractor. Verify that the proposed SBE subcontractor has a place of business in the Airport’s Relevant Market Area (not applicable to DBE goals). **NOTE: Certification certificate(s) MUST be attached to this form or bid/proposal will be deemed non-responsive.** The submission of this information is considered an issue of responsiveness, and the Airport Board will not award a contract to any Contractor who has not supplied this documentation. Use additional sheets if necessary.

<table>
<thead>
<tr>
<th>Name of Subcontractor(s)</th>
<th>Certification Status (check the applicable)</th>
<th>Relevant Market Area</th>
<th>Description of Material or Service Being Provided or Performed</th>
<th>NAICS</th>
<th>Commodity Code</th>
<th>Dollar Amount and Percentage of Work</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>SBE</td>
<td>COUNTY</td>
<td></td>
<td></td>
<td></td>
<td>$$ $$ %</td>
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</table>

Dollar Amount & Percentage: Work to be completed by Non-SBE Subcontractors

Dollar Amount & Percentage: Work to be completed by SBE Subcontractors

Dollar Amount & Percentage: Work to be self-performed by the Prime

**Total Dollar Amount & Percentage of Work**

(The Total Amount shall equal the amount proposed on summary of bid/proposal page). 100%

**PRIME CONTRACTOR’S CERTIFICATION**

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise positive, good faith efforts (as defined by the Board’s SBE Program) in support of the Board’s small business intent and objective may result in being considered non-responsive to the Board’s requirements. Furthermore, it is understood and agreed that, if awarded a contract by the Airport Board, the Contractor will not make additions, deletions or substitutions to this certified list of SBE subcontractors without the consent of the Board’s Vice President of Business Diversity & Development Department (BDDD) or designee through the submittal of the Form 102, Request for Approval of Change to Final Schedule of Subcontractors if this is determined to be the final schedule. The BDDD reserves the right to ensure compliance with the Board’s SBE programs as deemed necessary including but not limited to audits of submitted SBE information applicable to the Contractor/subcontractors participating on the contract.

Name and Title of Authorized Representative: __________________________________________ Date: __________________________

(Please print or type)  E-mail Address: __________________________

Any named person, firm, partnership, corporation, association or joint venture as herein provided identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under contract to a prime Contractor on an Airport contract at any tier.

In order to credit the participation of small business enterprises, firms must be certified as SBEs by a certification agency approved by the Airport Board as defined in the SBE Policies and Administrative Procedures.

In addition to having a valid certification, the SBE must have a place of business in the Airport’s relevant market area at the time the bid/proposal is submitted for credit towards meeting an SBE goal.

Date/Time Printed: 6/27/2019, at 9:22 AM  
Form 90_Updated 07-01-18
SCHEDULE OF SUBCONTRACTORS (FINAL)

Prime Bidder/Contractor: ____________________________  □ SBE  □ NON-SBE

Contract Number: ____________________________  Contract Name: ____________________________

As part of the procedures for the submission of a completed bid/proposal, all bidders/proposers are required to identify ALL participating subcontractors applicable to the above project and include this completed form as part of the bid. Check all Certification Status categories that apply to each subcontractor. Verify that the proposed SBE subcontractor has a place of business in the Airport’s Relevant Market Area\(^3\) (not applicable to DBE goals). **NOTE:** Certification certificate(s) MUST be attached to this form or bid/proposal will be deemed non-responsive. The submission of this information is considered an issue of responsiveness, and the Airport Board will not award a contract to any Contractor who has not supplied this documentation. Use additional sheets if necessary.

<table>
<thead>
<tr>
<th>Name of Subcontractor(s)</th>
<th>Certification Status(^2) (check the applicable)</th>
<th>Relevant Market Area(^2)</th>
<th>Description of Material or Service Being Provided or Performed</th>
<th>NAICS Commodity Code</th>
<th>Dollar Amount and Percentage of Work</th>
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<td>SBE</td>
<td>NON</td>
<td>COUNTY</td>
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</table>

Dollar Amount & Percentage: Work to be completed by Non-SBE Subcontractors

Dollar Amount & Percentage: Work to be completed by SBE Subcontractors

Dollar Amount & Percentage: Work to be self-performed by the Prime

**Total Dollar Amount & Percentage of Work**

(The Total Amount shall equal the amount proposed on summary of bid/proposal page).

100%

**PRIME CONTRACTOR’S CERTIFICATION**

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise positive, good faith efforts (as defined by the Board’s SBE Program) in support of the Board’s small business intent and objective may result in being considered non-responsive to the Board’s requirements. Furthermore, it is understood and agreed that, if awarded a contract by the Airport Board, the Contractor will not make additions, deletions or substitutions to this certified list of SBE subcontractors without the consent of the Board’s Vice President of Business Diversity & Development Department (BDDD) or designee through the submittal of the Form 102, Request for Approval of Change to Final Schedule of Subcontractors if this is determined to be the final schedule. The BDDD reserves the right to ensure compliance with the Board’s SBE programs as deemed necessary including but not limited to audits of submitted SBE information applicable to the Contractor/subcontractors participating on the contract.

Name and Title of Authorized Representative: ____________________________  Date: ____________________________

(Please print or type)  E-mail Address: ____________________________

Any named person, firm, partnership, corporation, association or joint venture as herein provided identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under contract to a prime Contractor on an Airport contract at any tier.

\(^2\) In order to credit the participation of small business enterprises, firms must be certified as SBEs by a certification agency approved by the Airport Board as defined in the SBE Policies and Administrative Procedures.

\(^3\) In addition to having a valid certification, the SBE must have a place of business in the Airport’s relevant market area at the time the bid/proposal is submitted for credit towards meeting an SBE goal.
INTENT TO PERFORM CONTRACT AS A SBE SUBCONTRACTOR\(^1\) (Rev 04-01-19)

Submission of the Intent to Perform as a SBE Subcontractor form for each SBE firm shall constitute a representation by the Prime Contractor to the Airport Board that it believes such SBE to be certified as a SBE to perform the work as designated, the SBE has a place of business in the Airport Board’s market area and the SBE is not affiliated with the Contractor as defined herein. It shall also represent a commitment by the Contractor that if it is awarded the Contract, it will enter into a subcontract with such SBE for the work described at the approximate price and percentage set forth.

---

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR / CONSULTANT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract / Solicitation Number:</td>
</tr>
<tr>
<td>Name of Prime Contractor:</td>
</tr>
<tr>
<td>Address, City, State and Zip Code:</td>
</tr>
</tbody>
</table>

The Prime Contractor designates the following person as their high-level official designated to administer and coordinate the efforts to carry out the SBE policy on behalf of the Prime Contractor.

Name: 

Title: 

E-Mail Address: 

Phone Number: 

---

<table>
<thead>
<tr>
<th>DECLARATION OF PRIME CONTRACTOR</th>
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<tbody>
<tr>
<td>I HEREBY DECLARE AND AFFIRM that as a duly authorized representative of the Prime Contractor stated above, I have personally reviewed the material and facts set forth in this form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true and the owner or authorized agent of the SBE firm stated above signed this form in the place indicated, and no material facts have been omitted. The undersigned affirms that the Prime Contractor has no ownership or financial interest in the SBE subcontracting firm stated below. Except as authorized by the Vice President of Business Diversity &amp; Development Department or his designee, the undersigned shall enter into a formal agreement (which shall include all audit and records provisions required by the Board) with the listed SBE firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by the Airport. The undersigned will, if requested, provide said Vice President or his designee a copy of that agreement within five (5) business days of the written request. Pursuant to State Law, any person [entity] who makes a false or fraudulent statement in connection with the participation of a SBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.</td>
</tr>
</tbody>
</table>

Signature of Prime Contractor: 

Date: 

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<table>
<thead>
<tr>
<th>SBE SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER AT ANY TIER</th>
</tr>
</thead>
<tbody>
<tr>
<td>The undersigned SBE subcontractor has a place of business in the Airport’s market area.</td>
</tr>
</tbody>
</table>

☐ Yes  ☐ No

The undersigned SBE subcontractor is not affiliated with the Prime Contractor as defined in the SBE Program Policies and Procedures.

☐ Yes  ☐ No

Name of SBE Subcontractor: 

Address, City, State and Zip Code: 

Contact Person: 

E-Mail Address: 

Phone Number: 

---

<table>
<thead>
<tr>
<th>Scope of Work: (where applicable specify “supply” or “install” or both)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Price and Percentage: $ ( %)</td>
</tr>
</tbody>
</table>

SBE Certification #: 

Certification Agency: 

If the SBE shown above is not a direct first tier subcontractor, subconsultant or supplier to the Prime Contractor shown above, please indicate the name of the subcontractor, subconsultant or supplier and tier level that will be utilizing your participation for SBE credit.

---

<table>
<thead>
<tr>
<th>DECLARATION OF SBE SUBCONTRACTOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>I HEREBY DECLARE AND AFFIRM that as a duly authorized representative of the Subcontractor stated above, the facts and representations contained in this form are true. The undersigned affirms that the Prime Contractor has no ownership or financial interest in the SBE subcontracting firm stated above. I also agree, for good and valuable consideration (including the opportunity to participate in this solicitation as a proposed subcontractor), the receipt and sufficiency of which is hereby acknowledged, that if the Subcontractor performs any work for the Prime Contractor as the result of a contract awarded to the Prime Contractor for this solicitation, the Subcontractor will maintain and the Board shall have the right to examine and make copies of all records, documents, books, statements, checks, invoices, and any other supporting evidence deemed necessary by the Board to substantiate compliance with the terms of this Contract, including any Change Orders. Such right of examinations shall include, but not be limited to, reasonable access to and cooperation by all Subcontractor personnel. Subcontractor agrees to provide the Board with retrievals of computer-based records or transactions that the Board determines to be necessary to conduct any audits. Subcontractor agrees that there shall be no charge to the Board for Subcontractor’s costs of providing records, documents, and assistance for audits, and to provide to the Board within seven (7) calendar days all records, documents, retrievals, and other assistance requested.</td>
</tr>
</tbody>
</table>

Signature of SBE Subcontractor: 

Date: 

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1 Any named person, firm, partnership, corporation, association or joint venture as herein provided identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under contract to a prime contractor on an Airport contract at any tier.

2 The Airport’s market area is defined as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall and Wise counties.
GOOD FAITH EFFORT (GFE) Criteria

NOTE: Include a response to GFE criteria and support documentation in bid/proposal only if the SBE goal is not achieved.

The following factors are taken into account when assessing a good faith effort response. These factors are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the applicable contract-specific Small Business Enterprise (SBE) goal. These factors should not be considered as a template, checklist, or some quantitative formula. Proposers are required to meet all factors outlined below and provide support documentation in order for the good faith effort plan to be assessed. Mere pro forma efforts are not good faith efforts to meet the SBE contract requirements. This means that a bidder/proposer must show that it took all necessary and reasonable steps to achieve an SBE goal or other requirement of this GFE which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SBE participation, even if they were not fully successful. DFW will evaluate the GFE on quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made, based on the regulations and the guidance in Code of Federal Regulations. NOT SUBMITTING PROPER SUPPORT DOCUMENTATION IS NOT EVIDENCE OF A PROPER DEMONSTRATION OF GOOD FAITH EFFORT. SUBMITAL OF THE CRITERIA, WITH NO ADDITIONAL DOCUMENTATION, WILL NOT BE CONSIDERED ADEQUATE DEMONSTRATION OF GOOD FAITH EFFORT. Proposers are not limited to these particular areas and may include other efforts deemed appropriate. Complete form and attach support documentation only if the SBE goal is not achieved. For additional guidance concerning Good Faith Efforts, please refer to the Electronic Code of Federal Regulations (CFR 49 part 26 Appendix A).

GOOD FAITH EFFORT FACTORS

<table>
<thead>
<tr>
<th>Conducting market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified SBEs that have the capability to perform the work of the contract. This may include attendance at any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities (acceptable documentation shall include copies of the meeting sign-in sheets with contractor name noted as signed-in) and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all SBEs listed in the State and/or Local respective directories of firms that specialize in the areas of work desired (as noted in the SBE directory) and which are located in the area or surrounding areas of the project. The Contractor should solicit this interest as early in the acquisition process as practicable to allow the SBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the SBEs are interested in taking appropriate steps to follow up initial solicitations at least three (3) business days prior to bid opening.</th>
</tr>
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<tbody>
<tr>
<td>Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate SBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SBE participation.</td>
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<tr>
<td>Providing interested SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.</td>
</tr>
<tr>
<td>Negotiating in good faith with interested SBEs. It is the bidder's responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBEs to perform the work.</td>
</tr>
<tr>
<td>A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.</td>
</tr>
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</table>
Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement SBE, and it is not a sound basis for rejecting a prospective replacement SBE's reasonable quote.

| Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor. |
| Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. |
| Effectively using the services of available small business community organizations; small business contractors' groups; local, State, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBEs. |
| At a minimum, DFW will review the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposer fails to meet the contract goal, but others meet it, DFW may reasonably raise the question of whether, with additional efforts, the apparent successful bidder/proposer could have met the goal. As provided in §26.53(b)(2)(vi), the bidder must submit copies of each SBE and non-SBE subcontractor quote submitted to the bidder when a non-SBE subcontractor was selected over a SBE for work on the contract to review whether SBE prices were substantially higher; and contact the SBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to SBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule. |
| A promise to use SBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts. |

**FOR DFW BUSINESS DIVERSITY & DEVELOPMENT USE ONLY:**

Plan Reviewed by: ________________________________  
Date: ________________________________  
Signature of Business Specialist/Manager: ________________________________  
Recommendation: Approval: ______________ Denial: ______________  

Date/Time Printed: 6/27/2019, at 9:22 AM  
(rev 07-01-18) Page 2 of 2
REQUEST FOR APPROVAL OF CHANGE TO ORIGINAL SCHEDULE OF SUBCONTRACTORS

Contract/Solicitation Number: ____________________________________________

Project Name: _______________________________________________________

Contractor Name: ____________________________________________________
requests approval of the following addition(s) and/or deletion(s) on the SCHEDULE OF SUBCONTRACTORS (SBE Form No. 90), as originally submitted as part of the bid/proposal on the above-named project.

CHANGE

Check (X) block for each transaction.

<table>
<thead>
<tr>
<th>ADD</th>
<th>DELETE</th>
<th>COMPANY NAME</th>
<th>TRADE</th>
<th>SBE STATUS</th>
<th>RELEVANT MARKET AREA COUNTY</th>
<th>DOLLAR AMOUNT</th>
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JUSTIFICATION

The Contractor must demonstrate good cause to terminate or substitute the SBE and seek BDDD approval prior to taking any termination or substitution action. Good cause includes the following circumstances: 1. The listed SBE subcontractor fails or refuses to execute a written contract. 2. The listed SBE subcontractor fails or refuses to meet the Contractor’s reasonable, nondiscriminatory bond requirements. 3. The listed SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness. 4. The listed SBE is ineligible to work on Airport projects because of suspension and debarment proceedings pursuant to federal or state law or other applicable laws or regulations. 5. BDDD has determined that the listed SBE subcontractor is not a responsible contractor. 6. The listed SBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal. 7. The listed SBE subcontractor is ineligible to receive credit for the type of work required. 8. The SBE owner dies or becomes disabled with the result that the listed SBE subcontractor is unable to complete its work on the Contract. 9. Other good cause as determined in BDDD’s sole discretion. Attach additional sheets as necessary.

CERTIFICATION OF AFFIDAVIT

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that this certification shall become a part of my contract with the Dallas/Fort Worth International Airport Board.

Name of Authorized Representative: ________________________________
E-mail Address: ________________________________
(Please print or type)

Signature______________________________ Date: ________________________________

Routed To: ________________________________ Approved by: ________________________________

(Check One)

_____ Procurement & Materials Management Dept.

Vice President or Designee
Business Diversity & Development Dept.
GENERAL TERMS AND CONDITIONS

1 ASSIGNMENT

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Contract or its rights, title, or interests therein, or its power to execute such agreement to any other person, company, or corporation without the prior approval, in writing, by the Dallas/Fort Worth International Airport Board’s (Board) Vice President of Procurement and Materials Management Department (PMM), whose approval shall be discretionary. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

2 CHANGES IN CONTRACT

The Board reserves the right to make changes in the scope of the Work as may be considered necessary or desirable, and Contractor shall perform the Work as altered, whether increased or decreased, for a new Contract price equitably adjusted to reflect the changes. No allowance will be made for anticipated profits where the scope of the Work has been diminished. All Contract changes must be executed in writing by Contract Change Order signed by the Vice President of PMM or designee from the PMM Department. Payment will be made only for actual quantities of products delivered or Work performed.

3 CODE OF BUSINESS ETHICS

3.1 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.

3.2 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.

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

3.4 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.

4 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.

5 CONFIDENTIAL OR PROPRIETARY INFORMATION

Any portion of the Contractor’s Bid that is marked confidential or proprietary, or clearly states
contains trade secrets of the Contractor may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law. If access is requested to information in the Contractor's Bid so marked, the Board shall review the issues thoroughly and, if justified, shall request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

6  

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

6.1  

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

6.1.1  

Boycotts Israel;

6.1.2  

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

6.1.3  

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

6.1.4  

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

6.2  

**“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.

6.3  

**Verification:** Each Proposer must execute and submit with its proposal the verification included. That verification will:

6.3.1  

Form a material part of its proposal; and

6.3.2  

Will be incorporated into any awarded contract.

7  

**DELIVERY / PERFORMANCE OF SERVICES**

7.1  

Performance will be made only upon authorization of the Board's Vice President of PMM and shall thereafter be made if, as, and when required and ordered by the Board.

7.2  

Performance shall be at the location identified in the Contract or purchase order. When no location is specified, the Board's Technical Representative will provide direction.

7.3  

The scope of this contract and requirements of the Board as shown in the contract specifications and bid shall not be considered as binding on the Board, and the work actually may be less than or greater than projected.

7.4  

Bidder warrants that all work under the contract will be of the type and quality specified, and the Board's Vice President of PMM or designee, may reject, and/or refuse work that falls below the quality required in the specifications.

7.5  

Failure by the Contractor to make reasonable progress as and when requested shall entitle the Vice President of PMM or designee, to seek work from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the Board over and above the bid price.

7.6  

All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the Board, free and clear of any materialman’s, supplier’s, or other type liens.

7.7  

All work performed under this Contract, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type contract.
7.8 Authorized Board personnel on a routine basis will make inspections. The Contractor must correct any deficiencies in the work performance disclosed during such inspections following receipt of notification. Continued failure to take such corrective actions could, at the Board's discretion, lead to termination of the Contract.

7.9 Failure of Contractor to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Contractor in default.

7.10 Acceptance by the Board of any delivery shall not relieve the Contractor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the Board's right to request replacement of defective material.

7.11 The Contractor shall at all times when Work is in progress be represented in person, either by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Board.

8 DISPUTE RESOLUTION

The Board and Contractor agree that before either party files suit against the other to enforce, or otherwise relating to, the terms of this Contract, it shall notify the other party of its intent to sue. Upon delivery and receipt of such notice, the parties agree to submit the matter to be litigated to mediation before a mutually-agreed upon mediator and to diligently pursue a mediated settlement until such time as the parties mutually agree to terminate such mediation or the mediator declares an impasse. No lawsuit under or relating to this Contract by one party against the other may be filed until mediation of the issue has ended in accordance with the terms hereof. Notwithstanding the foregoing, this section may be enforced by action for specific performance or injunctive relief.

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

9.1 All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal 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.

9.2 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.

10 FINANCIAL INTEREST

Contractor understands that Article 11 of the Contract and Agreement between The City of Dallas and The City of Fort Worth, dated April 15, 1968, prohibits any officer or employee of the Board from having any financial interest, direct or indirect, in any Contract with the Board, or be financially interested, directly or indirectly, in the sale to the Board of any land, materials, supplies, equipment or services, except on behalf of the Board as an officer or employee thereof. Any violation of this prohibition shall constitute malfeasance in office, and any officer or employee adjudged guilty thereof shall thereby be subject to removal from his/her office or position by the Board or the Chief Executive Officer. Any violation of this provision by a member of the Board shall be grounds for removal by a vote of two-thirds (2/3rds) of the City Council appointing such member.

11 FISCAL YEAR FUNDING

The Board's fiscal year begins October 1 and ends the following September 30th. Budget funds are approved by the Board and the Cities of Dallas and Fort Worth on an annual basis. In the event the Board/Cities should fail to fund the Contract for any fiscal year during the Contract term, the Contract shall automatically terminate on the last day of the fiscal year for which funding has been approved. Contractor will be given no less than sixty-(60) days written notice of any such non-approval of Contract funding. Termination under this clause shall be without penalty to the
Neither Contractor nor the Board shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Contract is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, “force majeure events”). For purposes of this Contract, force majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the force majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The Board shall not be responsible for payment for any product or service delayed or foreclosed by any force majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the Board from canceling or terminating this Contract (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this Contract.

13.1 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.

13.2 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.
13.3 **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.**

14 **INDEPENDENT CONTRACTOR**

The relationship of Contractor to Board is that of Independent Contractor. Under no circumstances shall Board be considered in privity of Contract with any subcontractor or supplier hired by Contractor, and such subcontractor or supplier, if any, shall look solely to Contractor or to the Contract Bond Surety, if any, for recovery of any claims for monies owed for material supplied or labor performed relating to the Work hereunder.

15 **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.

16 **NON-COMPETE AGREEMENTS OR CLAUSES**

By execution of this contract, Contractor agrees that the Board will not be bound by any non-compete 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.

17 **NON-DISCRIMINATION**

17.1 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.

17.2 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.

17.3 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:

17.3.1 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.

17.3.2 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.

17.3.3 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.

17.3.4 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.

17.3.5 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:

17.3.5.1 Withholding payments to the contractor under the contract until the contractor complies; and/or

17.3.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.

17.3.6 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.

17.3.7 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:
17.3.7.1 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);

17.3.7.2 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);

17.3.7.3 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);

17.3.7.4 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;

17.3.7.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

17.3.7.6 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);

17.3.7.7 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);

17.3.7.8 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;

17.3.7.9 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);

17.3.7.10 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;

17.3.7.11 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);

17.3.7.12 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).

18 NOTICE OF DELAYS

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice in writing to the Vice President of PMM, or designee, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the Board of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.
OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the Contract provisions or in exercising any power or authority granted to him by this Contract, neither the Board’s Technical Representative, his/her authorized representatives, nor any employees or officers of the Board shall be personally liable.

SEVERABILITY

If any provision of the Contract is declared or found to be illegal, unenforceable or void, in whole or in part, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, it being the intent and agreement of the parties that the Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objectives. Any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. The parties agree to negotiate in good faith for a proper amendment to the Contract in the event any provision thereof is declared illegal, invalid or unenforceable.

SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

22.1 It is the policy of the Board to remove barriers for Small Business Enterprises (SBEs) to compete and create a level playing field for SBEs to participate in Board contracts and related subcontracts.

22.2 Additional SBE Program requirements, if any, shall be included in the Special Contract Provisions (Exhibit B) of this Contract.

22.3 The Contractor specifically agrees to comply with all applicable provisions of the Board’s SBE Program and any amendments thereto. The Contractor agrees to include all Board SBE Program requirements in all subcontracts and to further require all subcontractors to include all SBE Program requirements into all sub-subcontracts. All subcontractors at all tiers agree to comply with all applicable provisions of the Board’s SBE Program.

SUBLETTING OF CONTRACT

The Board will not recognize any subcontractor on the Work. The Contractor shall at all times when Work is in progress be represented in person, either by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Board’s Technical Representative.

TAX EXEMPTION STATUS

The Board is a local governmental agency and exempt from all city, state, and federal sales and use taxes. However, it shall be understood this tax-exempt status cannot be utilized by the Contractor for its purchase, lease, or rental of a motor vehicle. Additional sales tax requirements may pertain to this Contract and, if so, will be detailed in the Special Provisions contained herein.

TEMPORARY SUSPENSION OF THE WORK
25.1 The Board Technical Representative, in conjunction with PMM, shall have the authority to suspend the Work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the performance of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.

25.2 In the event that the Contractor is ordered by the Board’s Technical Representative, in writing, to suspend Work, in whole or in part, for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, the Contractor shall be paid that part of the Work, if any, not shut down, and for extended overhead, if any relating to the part of the Work suspended. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Technical Representative’s order to suspend Work to the effective date of the Technical Representative’s order to resume the Work. Claims for extended overhead shall be filed with the Board’s Technical Representative within the time period stated in the Board’s Technical Representative’s order to resume Work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Board’s Technical Representative will forward the Contractor’s claim to the Board for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the Contract, plans, or specifications.

25.3 If it should become necessary to suspend Work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor likely to become damaged in any way.

26 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES

In the event of a default by the Contractor of this Contract or of any one or more Delivery Orders issued hereunder, the Contractor shall be given written notice to cure. Such notice shall describe the default and may, but shall not be required to, recommend a remedy to the default. The Contractor shall have seven (7) days to respond to the notice in writing, which notice shall describe the cure and any associated plan of action. The Contractor shall have thirty (30) days from the date of its receipt of the notice of default to cure the default. If the Contractor has not cured the default on the 31st day after receipt of the notice, the Board may terminate the contract and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default.

27 TERMINATION OF CONTRACT FOR BOARD CONVENIENCE

Whenever the Board, in its discretion, deems it to be in the Board’s best interests, it may terminate this Contract for the Board’s convenience. Such termination shall be effective thirty (30) days after Board delivers written notice of such termination for convenience to the Contractor. Upon receipt of such notice from Board, Contractor shall not thereafter incur, and Board shall have no liability for, any costs under this Contract that are not necessary for actual performance of the Contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, Board shall have no liability to Contractor for lost or anticipated profit resulting therefrom.

28 TERMS OF PAYMENT

28.1 Terms of payment to the successful Bidder will be contingent upon the terms provided in the Contract and based on invoices submitted to and approved by the Vice President of PMM or designee. Invoices shall be fully documented in accordance with the specifications. If no specific payment terms are stated, the terms shall be Net 30.

28.2 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.

28.3 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.

28.4 Upon payment by the Board, Contractor shall pay each subcontractor the appropriate share of the payment no later than the seventh (7th) calendar day after the day on which the Contractor receives payment from the Board.

28.5 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

USE ONLY ONE METHOD OF INVOICE DELIVERY

29 THIRD-PARTY BENEFICIARY CLAUSE

It is specifically agreed between the parties executing the Contract that it is not intended by any of the provisions of any part of the contract to make the public or any member thereof a third party beneficiary or to authorize anyone not a party to the contract to maintain a suit on or under the Contract.

END OF GENERAL TERMS AND CONDITIONS
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: Solicitation No. 8005311-Electronic Solicitation Platform

SEE ATTACHED APPENDIX A-FEE SCHEDULE

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 INTERPRETED AS THE PROPOSER PROVIDING A ZERO PERCENT (0%) ESCALATION RATE FOR THE RENEWAL PERIOD(S) LISTED BELOW.

- First Renewal Option Year (_4th_ Contract Year): _____% of Year _3_ Pricing
- Second Renewal Option Year (_5th_ Contract Year): _____% of Year _4_ 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 INSURANCE REVIEW VERIFICATION

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

☐ Yes  ☐ No

3.2 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

4 SUBCONTRACTOR AGREEMENT VERIFICATION

4.1 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
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: _______________________________________________
# WORK FORCE COMPOSITION

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<th>Asian or Pacific Islander</th>
<th>Black</th>
<th>Hispanic</th>
<th>White</th>
<th>Total Number of Full Time Employees</th>
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<td>F</td>
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<td>F</td>
<td>%</td>
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**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:**

Oct-09
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.
INSURANCE AFFIDAVIT

Dallas Fort Worth International Airport Board Solicitation No. 8005314

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. 8005314, 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. 8005314. 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: __________________
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.)

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<tr>
<th>Business Name:</th>
<th>Mailing Address:</th>
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<td>State</td>
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<td>Business Web Address:</td>
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<tr>
<td>Business Phone:</td>
<td>Business Fax:</td>
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<tr>
<td>Contact Person:</td>
<td>Contact’s Phone No.:</td>
</tr>
<tr>
<td>Contact’s E-Mail Address:</td>
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</table>

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

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<th>Business Structure: (Please check only one box)</th>
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<td>Partnership</td>
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<tr>
<td>Limited Liability Partnership</td>
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<tr>
<td>Limited Liability Company</td>
</tr>
<tr>
<td>Corporation (“C”)</td>
</tr>
<tr>
<td>Joint Venture</td>
</tr>
<tr>
<td>S Corporation</td>
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<td>Professional</td>
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<tr>
<td>Parent-Subsidiary</td>
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<tr>
<td>Close</td>
</tr>
</tbody>
</table>

IF CORPORATION, please check all the type(s) below that are applicable:

- [ ] For Profit or [ ] Non Profit or [ ] Public or [ ] Private

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 at least 10% ownership in the business and indicate their percentage of ownership. 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
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. 8005314

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)
APPENDIX A
FEE SCHEDULE
Enhanced Call Center System – Request For Proposal

Instructions

A. Proposers shall submit prices in accordance with the Price Pages(s) included herein in the “Fee Schedule / Bid Form” below.
   1. This Fee Schedule / Bid Form represents DFW’s official request for price quotation and MUST be completed by the Proposer.
   2. Proposer shall provide the summary pricing information as indicated on the Fee Schedule / Bid Form.
   3. Proposer shall also provide supportive costing detail by category as a Cost Detail attachment to their Fee Schedule / Bid Form. Cost Detail may utilize Proposer Quote format.

B. Pricing shall be a firm fee not to exceed. Unless otherwise and specifically provided, the price is all-inclusive and must include all necessary costs including, but not limited to, materials, labor, travel, copying costs, incidentals, equipment, space, taxes, profit, insurance and any other items necessary to effectively conduct and complete the Scope of Work.

Base Bid – Item #1 – Software Licenses:

A. The line item shall provide licensing support to meet the number of users and workstations/devices as outlined the System Requirements Specification / Requirements Compliance Matrix.

B. Licenses must be sufficient to support all staging environments inclusive of three (3) year software Warranty/Maintenance.

C. Licenses are inclusive of all Proposer applications licenses and COTS software required.
   1. Licenses for Phase 1 and any incremental license fees for Phase 2 and 3 shall be included.
      a. CCS Number of Call Taker Users (named): 70
      b. CCS Concurrent Call Taker Users: 20
      c. CCS Number of non-Call Taker Users (named): 100
      d. CCS Concurrent non-Call Taker Users: 35
      e. CCS Number of Workstations: 70
   2. Phase 3 encompasses mobile solution.
      a. CCS Mobile Devices/Users: 60
      b. CCS Mobile Concurrent Users: 30

D. In the Cost Detail, specify each license including type (named; concurrent; enterprise), any timing, sizing, # of users/device restrictions. Add additional lines to the Bas Bid table for specific licenses. A perpetual, enterprise site license is preferred.

Item #2 – Integrations:

E. This line item shall provide pricing for integrations if priced is on a “lump sum/per integration” basis.

F. The line item shall provide for the integrations identified in Section 7.3 (Interfaces and Integrations) and Section 10 (Requirements Confirmation Matrix). Add additional lines to the Base Bid table for integrations not identified that the contractor requires to meet the requirements as identified.
G. In the Cost Detail, specify/restate the specific integrations to be included thereby confirming the integrations identified in the phasing schedule as identified in the System Requirements Specification / Requirements Compliance Matrix

**Item #3 - Hardware**

A. Although the preference is for a cloud-based solution, the Contractor may have hardware components associated with this solution or may propose a local/hardware-based solution.

B. Provide pricing for the hardware requirements including servers and storage to implement the CCS through all phases.

C. Hardware priced must be able to support the final system configuration at the end of Phase 3.

D. Procurement of the servers shall be either by the Contractor as an Option or by DFW ITS should more favorable pricing be available.

E. In the Cost Detail, specify hardware component detail and configurations. Include COTS software required.

**Item #4 – Professional Services:**

H. This line item shall provide pricing for all non-recurring labor associated with tasks and deliverables defined in the Scope of Work. Includes project management, requirements validation, design, development, installation, testing, training and submittals and documentation.

I. If integrations are priced at this level, a separate line item “Integrations” shall be included in the Cost Detail. Cost Detail shall also specify the specific integrations included confirming the integrations identified in the phasing schedule as identified in the System Requirements Specification / Requirements Compliance Matrix.

J. Provide in the Cost Detail breakdown of professional services by category. The following categories are suggested:
   1. Project Management
   2. Design
   3. Development
   4. Installation
   5. Integration (see above)
   6. Testing
   7. Training

**Total – Base Bid**

A. Provide Totals for Item #1, Item #2, Item #3 and Item #4 for all three phases combined

B. Provide the Total – for Items #1 - #4 for each Phase

C. 12 Month Warranty / Maintenance part of Base Bid

**Item #5 - Additional Professional Services**

A. This Option shall provide pricing for labor for additional professional services related to additional design, configuration, and integration services. It is envisioned that new integrations shall continue to be added as operations and Airport systems evolve, particularly as it relates other systems such as parking.

B. Labor category descriptions shall consider:
   1. Software Engineer/Developer – designs, develops, and implements CCS application solutions including configuration and development of additional capabilities related to the CCS platform
2. Interface Engineer - designs, develops, and implements software and device interfaces and integrations between the CCS and other software applications and/or technologies (e.g. sensors)

3. Web Engineer - designs, develops, and implements web-based software and hardware components related to the CCS.

4. System Administrator – manages, monitors, and maintains the CCS platform on a day-to-day basis. Includes: Installs (monitors install) and performs software updates; manages and maintains users, profiles, workflows, business rules, and others configuration; monitors and manages performance; provides Level 1 CCS application maintenance/troubleshooting; coordinates Level 2/3 maintenance with Contractor; and, trains users.

5. Project Manager – coordinates and manages Contractor resources/staff for project/delivery order work related to the CCS platform

6. Consultant – defines requirements and provides design/subject matter expert (SME) support for business processes (including workflows and business rules) and software use/development, including integrations related to the CCS platform

7. Business Analyst – defines and documents business requirements, event/incident workflows, business rules and systems/user procedures and SOPs related to the CCS platform

A. Provide hourly rates and extended costs for labor categories listed, based upon the annual estimated hours below. Include the total costs each category in the Fee Schedule; include hourly rate information and extended cost in the Cost Detail.

<table>
<thead>
<tr>
<th>Category</th>
<th>Hours for Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Software Engineer</td>
<td>160</td>
</tr>
<tr>
<td>2. Interface Engineer</td>
<td>160</td>
</tr>
<tr>
<td>3. Web Engineer</td>
<td>80</td>
</tr>
<tr>
<td>4. System Administrator</td>
<td>160</td>
</tr>
<tr>
<td>5. Project Manager</td>
<td>160</td>
</tr>
<tr>
<td>6. Consultant</td>
<td>480</td>
</tr>
<tr>
<td>7. Business Analyst</td>
<td>160</td>
</tr>
</tbody>
</table>

B. Actual hours may be higher, lower, or may not be required based upon business needs at the discretion of the Airport.

C. Provide the hourly dollar rate for Year 1. Enter the yearly escalation percent in the escalation column

D. Year 1 commences upon NTP
**Item #6 – Refresher Training**

A. This Option shall provide pricing for additional (beyond those identified in the Base Bid for system implementation) or refresher training courses for:
   1. End User Training – price per day
   2. System Administration Training – price per day

B. Training shall be on-site at DFW Airport.

C. The scope of the training shall be coordinated with Contractor based upon the continuing needs of the Airport. Training should be expected to include a mix of previous classroom materials (e.g. for new staff) and special emphasis areas based upon feedback from current users and their additional focus/question needs.

D. Specific agenda shall be coordinated with Contractor. Contractor shall prepare final agenda/materials shall and provide for approval 30 days prior to the training session.

E. Provide training prices for each of three (3) years following Initial Operating Capability.

F. Prices shall reflect courses for up to 10 people and include costs of training material, instruction, travel and any other direct costs associated with conducting the course at DFW.

G. Provide the annual cost for Year 1. Enter the yearly escalation percent in the escalation column

H. Year 1 commences upon NTP

**Item #7 – Extended Warranty and Maintenance Support**

A. Provide pricing for an Extended Warranty and Maintenance Support Contract in compliance with Section 17 / Maintenance and Support.

B. Pricing to support the IT Systems and equipment shall be provided on a continuous SLA basis for a period of three (3) years with renewal option for two (2) additional years

C. Provide the annual rate for Year 1. Enter the yearly escalation percent, if any, in the escalation column for years 2 and 3.

D. Year 1 commences upon completion of base Warranty Term.
## BASE BID – CCS

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## ADDITIONAL PROFESSIONAL SERVICES

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<td>Consultant</td>
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## REFRESHER TRAINING

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## WARRANTY and MAINTENANCE SUPPORT

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<tr>
<td>7.2</td>
<td>Extended Maintenance</td>
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### APPENDIX B
**REQUIREMENTS COMPLIANCE MATRIX**
Enhanced Call Center System – Solicitation
No. 8005314

<table>
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<th>Section</th>
<th>Requirement Description</th>
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</tbody>
</table>
| 1.1     | System provides user friendly, intuitive menu navigation and /screen layout for Call Takers and non-call takers  
|         | a. Dropdown fields / radio buttons  
|         | b. Pop up calendars where appropriate  
|         | c. Easily distinguish between mandatory and optional fields | WC | RD | IN | NC |          |
| 1.2     | System allows Call Taker to define and save personal layouts of views - "my view". | WC | RD | IN | NC |          |
| 1.3     | System pre-populates fields already in the database to facilitate data entry and enforce standards and data consistency. | WC | RD | IN | NC |          |
| 1.4     | System provides formatting and information validation functions to ensure information is input correctly to maintain integrity of data. | WC | RD | IN | NC |          |
| 1.5     | System provides basic word-processing features (i.e., spell check, cut, copy, paste, etc.) to free form fields. | WC | RD | IN | NC |          |
| 1.6     | System contains a comprehensive online or searchable help index. | WC | RD | IN | NC |          |
| 1.7     | Ability to search multiple conditions on multiple data fields. | WC | RD | IN | NC |          |
| 2       | Call Intake             |                 |          |
| 2.1     | System shall be "omni-channel" model and support call and Service Request intake for the follow sources:  
|         | a. Voice phone  
|         | b. Email  
|         | c. Text  
|         | d. Social media (e.g. Twitter)  
|         | e. Web-based self-service (via vendor portal)  
|         | f. Chat  
|         | g. Voice - Web Call | WC | RD | IN | NC |          |
| 2.2     | System shall be able to perform call load balancing between Call Takers. | WC | RD | IN | NC |          |

**Note:**
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- RD = Will Comply – Requires Development with Comments
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<tbody>
<tr>
<td>2.3</td>
<td>System shall provide ability to ID type of call source to Call Takers by omni channel source (phone, text, radio).</td>
<td>WC</td>
<td>RD</td>
</tr>
<tr>
<td>2.4</td>
<td>System shall alert Call Taker of an incoming call even when application is minimized at workstation.</td>
<td>WC</td>
<td>RD</td>
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<tr>
<td>2.5</td>
<td>System shall provide visual list of callers who are waiting in queue to speak to a Call Taker.</td>
<td>WC</td>
<td>RD</td>
</tr>
<tr>
<td>2.6</td>
<td>System shall provide Call Taker with an 'After Call Work' capability to hold next call until documentation of last call is completed.</td>
<td>WC</td>
<td>RD</td>
</tr>
</tbody>
</table>
| 2.7 | System shall provide the ability to "warm" transfer a call.  
   a. Transfer retains the caller on the line while the Call Takers provides enough context about the customer issue to the new Call Takers to offer a seamless phone experience  
   b. Original Call Taker does not drop from call until second Call Taker engaged  
   c. Information gathered during initial contact shall be available to non-call takers | WC | RD | IN | NC |
| 2.8 | System shall provide and support user definable checklists/scripts (questions/actions) selectable by type of call to guide Call Taker conversation. Includes:  
   a. User definable  
   b. Call Taker selectable  
   c. Ability to check off items  
   d. Ability to be viewable by others for quality purposes | WC | RD | IN | NC |
| 2.9 | System shall provide call conferencing capability to join other callers to call via Zetron Voice Management System  
   a. Voice  
   b. Radio | WC | RD | IN | NC |
| 2.10 | System shall allow live call monitoring by supervisor to  
   a. Listen in on calls  
   b. Break in on calls ("barge in")  
   c. Review Call Taker screen data during call | WC | RD | IN | NC |
| 2.11 | System shall provide ability to create, schedule, execute, and manage post-call customer service surveys/ratings. | WC | RD | IN | NC |

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<tr>
<td></td>
<td></td>
<td>WC</td>
<td>RD</td>
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<tr>
<td>2.12</td>
<td>System shall provide voice mailboxes queued to Call Takers to conduct normal workflow day to day and configurable for non-public calls.</td>
<td></td>
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<tr>
<td>2.13</td>
<td>System shall provide voice transcription to minimize call information data entry.</td>
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<tr>
<td>2.14</td>
<td>System shall have the capability to put a call into a parking space (hold) and have an indication of a parked call as long as the call is parked. The system shall be configured to auto ring back/alert a call that has exceeded a preset timer threshold.</td>
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</tbody>
</table>
| 2.15    | The System shall automatically populate a call record with the phone number of the current line the operator is using when available and the start time of the call.  
  a. If the call was inbound, the information retrieved from the call center platform system will include Caller ID, dialed number and dialing number  
  b. If the call is outbound the information retrieved from the call center platform will include the dialed number, extension, and start time. |     |     |     |     |                  |
| 2.16    | System shall support sending pre-loaded phone numbers and/or speed dials. |     |     |     |     |                  |
| 2.17    | The system shall support direct outbound calling from the CCS through direct dial, call back from previous record or call history (caller ID), call directory (CCS and linked DFW Outlook Contacts), and customer database. |     |     |     |     |                  |
| 3       | Automation / AI Tools |     |     |     |     |                  |
| 3.1     | System shall provide and support Live Chat function capability between Caller and Call Taker for call intake  
  a. Provide chat module for integration into DFW public web site, intranet (Connected), and/or Contractor self-service portal  
  b. Ability to route to designated Call Taker handling or; |     |     |     |     |                  |

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<tr>
<td></td>
<td>c. Any multiple sessions per Call Taker supported and;</td>
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<td></td>
<td>d. Conversation log available to email to caller if requested</td>
<td>WC RD IN NC</td>
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<tr>
<td>3.2</td>
<td>System shall provide and support user definable knowledge base</td>
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<td></td>
<td>that can be accessed by Call Takers, non-call takers and customers for information</td>
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<td></td>
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<tr>
<td></td>
<td>a. Knowledge base can be established/enhanced via import of content</td>
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<td></td>
<td>b. Knowledgebase can be added to &quot;on the fly&quot; by approved user to add information</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>c. Knowledgebase has AI &quot;self-learning&quot; propagation capabilities</td>
<td>WC RD IN NC</td>
<td></td>
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<tr>
<td>3.3</td>
<td>System shall provide speech recognition for user defined keywords</td>
<td></td>
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<tr>
<td></td>
<td>to support routing option identification and knowledge base indexing.</td>
<td>WC RD IN NC</td>
<td></td>
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<tr>
<td>3.4</td>
<td>System shall provide voice recognition sensitivity monitoring and alerting to customer tone and emotion for &quot;disgruntled customer&quot; or &quot;emergency situation&quot; recognition.</td>
<td>WC RD IN NC</td>
<td></td>
</tr>
<tr>
<td>3.5</td>
<td>System shall support user-defined glossary of keyword terms from which to &quot;listen&quot; and recognize for speech recognition functions (routing; speech to text).</td>
<td>WC RD IN NC</td>
<td></td>
</tr>
<tr>
<td>3.6</td>
<td>System shall provide and support user definable auditory &quot;chatbots&quot; or &quot;answerbots&quot; to provide &quot;agentless&quot; support of routine inquiries/queries (e.g. directions; parking information; parking rates) without Call Taker intervention.</td>
<td>WC RD IN NC</td>
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<tr>
<td>4</td>
<td>Interactive Voice Response (IVR)</td>
<td>WC RD IN NC</td>
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<tr>
<td>4.1</td>
<td>System shall provide Interactive Voice Response (IVR) call routing support:</td>
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<tr>
<td></td>
<td>a. Via user defined menu/tree with caller selecting by number</td>
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<td></td>
<td>b. Via voice recognition using &quot;keywords&quot; briefly stating the reason for the call and then routes call appropriately.</td>
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<tr>
<td></td>
<td>c. System will allow &quot;exit to live person&quot; availability at all times via input or keyword recognition (e.g. &quot;representative&quot;)</td>
<td>WC RD IN NC</td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>System shall have the ability to route calls by preset hierarchy based upon Call Taker profile at sign on to certain roles, skills or knowledge such as, but not limited to:</td>
<td></td>
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<tr>
<td></td>
<td>a. Language</td>
<td>WC RD IN NC</td>
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</table>
| 5       | **b. Categories of product or process knowledge**  
|         | **c. Business unit**                                                                                                                                                                                                                                                                                                                                   | WC   RD  IN  NC  |          |
| 5.1     | **System shall display customer call history on the Call Takers screen, including previous calls, emails, texts, chats, date and time of contacts and duration of all call/chat in call history.**  
|         | **History can be found by:**  
|         | **a. Phone number**  
|         | **b. Name**  
|         | **c. Organization/Department**  
|         | **d. Location**  
|         | **e. Email Address**  
|         | **f. Social Media Username**                                                                                                                                                                                                                                                                 | WC   RD  IN  NC  |          |
| 5.2     | **System shall provide a simple user interface for Call Takers to support call logging of call information type (flight info; directions) from calls. These calls do not result in Service Request and only require nature of inquiry for analytics purposes (e.g. simple selection of type of call; no caller information through drop down menu, radio button or other selectable options.).**                                                                 | WC   RD  IN  NC  |          |
| 5.3     | **System shall identify caller location via Caller ID (Automatic Location Identification – ALI) or Location and provide GIS Mapping integration to Service Request map. e.g. Elevator Entrapments, Courtesy Phones**                                                                                                                                                       | WC   RD  IN  NC  |          |
| 6       | **Service Request Management**                                                                                                                                                                                                                                                                                                                          | WC   RD  IN  NC  |          |
| 6.1     | **System supports the creation of a custom Service Requests:**  
|         | **a. User defined fields, field types (text; data; pull down list) and form layout**  
|         | **b. Custom validation rules for data entry**  
|         | **c. Multiple forms for different Service Request types**                                                                                                                                                                                                                                                                                            | WC   RD  IN  NC  |          |
| 6.2     | **System can accept Service Requests from various sources:**  
|         | **a. Call in (omni-channel)**  
|         | **b. Internal generated from within system**  
|         | **c. Via email (such as servicerequest@mailbox.com), Text, Social Media**  
|         | **d. Via self-service portal**  
<p>|         | <strong>e. Via interface to external system (Infor; Veoci; Origami; Remedy)</strong>                                                                                                                                                                                                                     | WC   RD  IN  NC  |          |</p>
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<td></td>
<td>Force, Skylink; etc.)</td>
<td>WC, RD, IN, NC</td>
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<td></td>
<td>f. Via the systems’ own mobile application</td>
<td></td>
<td></td>
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<tr>
<td>6.3</td>
<td>System supports methods for adding Service Requests to speed data entry process.</td>
<td>WC, RD, IN, NC</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. Copy a record to create new record allowing change of ID</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>b. Allow creation/use of record templates with pre-populated fields in template</td>
<td></td>
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</tr>
<tr>
<td>6.4</td>
<td>System includes a self-service portal for entry of Service Request and status update. Portal can be accessed via hyperlink to system URL or embedded within DFW web page.</td>
<td>WC, RD, IN, NC</td>
<td></td>
</tr>
<tr>
<td>6.5</td>
<td>System supports Service Request Types that are user definable and can having a unique routing associated with each (multiple email addresses for each). Maintenance - Infor WO to be created. Non-maintenance - No Infor WO - notification only (i.e. lost luggage). Veoci, Remedy Force and Origami. Supports email routing. Routing based on priority.</td>
<td>WC, RD, IN, NC</td>
<td></td>
</tr>
<tr>
<td>6.6</td>
<td>System supports highlighting/identification/flagging of potential duplicate Service Requests based on asset, location etc. within a certain time period or other identification protocol.</td>
<td>WC, RD, IN, NC</td>
<td></td>
</tr>
<tr>
<td>6.7</td>
<td>Ability to dynamically add and open additional fields of information depending upon the Service Request Type or location of Service Request (child data fields).</td>
<td>WC, RD, IN, NC</td>
<td></td>
</tr>
<tr>
<td>6.8</td>
<td>System shall detect and alert when multiple calls are received for the same issue.</td>
<td>WC, RD, IN, NC</td>
<td></td>
</tr>
<tr>
<td>6.9</td>
<td>System shall provide the Call Taker ability to take detailed notes about every call and if needed, append this information to the call history providing contextual visibility to other Call Takers.</td>
<td>WC, RD, IN, NC</td>
<td></td>
</tr>
<tr>
<td>6.10</td>
<td>Ability to store employee and customer information and auto-populate contact information and to track Service Request origin.</td>
<td>WC, RD, IN, NC</td>
<td></td>
</tr>
<tr>
<td>6.11</td>
<td>System shall support the attachment of images/photos and other attachments (files) to a Service Request.</td>
<td>WC, RD, IN, NC</td>
<td></td>
</tr>
</tbody>
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<tr>
<td>6.12</td>
<td>System shall have the ability to create new content, link articles, webpages or pictures into Service Requests.</td>
<td>WC</td>
<td></td>
</tr>
<tr>
<td>6.13</td>
<td>System shall provide the ability to correlate (link) tickets to a single event for multiple call reporting of the same issue.</td>
<td>WC</td>
<td></td>
</tr>
<tr>
<td>6.14</td>
<td>System supports grouping of duplicate/similar Service Requests under a master or &quot;parent&quot; request to minimize duplicate requests. &quot;Child&quot; SRs inherit actions and reporting of &quot;parent&quot;. a. Manually. Automatically based on user defined rule(s)</td>
<td>WC IN NC RD</td>
<td></td>
</tr>
<tr>
<td>6.15</td>
<td>System has ability to assign a priority level to a Service Request and based upon that level or Service Request type, trigger an alert when a corresponding time has passed without resolution of that service requests.</td>
<td>WC</td>
<td></td>
</tr>
<tr>
<td>6.16</td>
<td>System shall provide mechanism (e.g. macros) to respond quickly to standard requests with pre-defined actions or generate other actions/multiple actions, like changing the status of a ticket or altering certain fields.</td>
<td>WC</td>
<td></td>
</tr>
<tr>
<td>6.17</td>
<td>System provides capability to bypass normal maintenance work routing process and flag an emergency Service Request for immediate dispatch without Maintenance Control processing intervention. A. Service Request still routed to Maintenance Control for processing but simultaneous notifies for dispatch</td>
<td>WC</td>
<td></td>
</tr>
<tr>
<td>6.18</td>
<td>System shall provide ability to monitor and manage service requests a. By status (not assigned, in process, open) b. By attributes (assigned to, location or asset,) c. By Maintenance &amp; Custodial Contract service level agreements d. By customized query by Call Taker</td>
<td>WC</td>
<td></td>
</tr>
<tr>
<td>6.19</td>
<td>System shall provide call closeout acknowledgement (e.g. email) and survey support for customer service performance measurement and metrics.</td>
<td>WC</td>
<td></td>
</tr>
<tr>
<td>6.20</td>
<td>System shall provide the ability for requestor to inquire online via self-service portal to the status of their Service Request. Status update include:</td>
<td>WC</td>
<td></td>
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<td>----------------------------------------------------------------------------------------</td>
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<td></td>
</tr>
<tr>
<td>a. Assigned</td>
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<td></td>
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<tr>
<td>b. Completed</td>
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<tr>
<td>System shall provide the ability to quickly search and view status and chain of custody</td>
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<tr>
<td>submitted requests (e.g. lookup by requestor name or email address).</td>
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<tr>
<td>System can notify requestor when work status changes through automated email, text or</td>
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<tr>
<td>social media notification.</td>
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<td>6.22</td>
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<tr>
<td>System shall provide the ability to automatically email/text/private message feedback</td>
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<td>surveys to customer on work order completion; survey data fed back into system.</td>
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<td>6.23</td>
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<tr>
<td>System provides an integrated activity map which shows the location of Service Orders</td>
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<tr>
<td>on a map display.</td>
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<tr>
<td>System provides Service Order Types for map display are user definable by:</td>
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<td></td>
</tr>
<tr>
<td>a. Type</td>
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<tr>
<td>b. Location</td>
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<td></td>
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<tr>
<td>c. Priority</td>
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<td></td>
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<tr>
<td>d. Status</td>
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<td>7.1</td>
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<tr>
<td>System supports seamless integration and access to mapping systems</td>
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<td>a. ESRI GIS and dynamic GIS functionality</td>
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<td>b. Veoci</td>
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<td>7.2</td>
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<tr>
<td>System provides ability to search based on Service Request Type or Location and display</td>
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<tr>
<td>related Service Requests on the map.</td>
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<td>8.1</td>
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<tr>
<td>System shall provide embedded dashboards and KPI/analytics support for call activity</td>
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<tr>
<td>and Call Taker performance with ability to export/extract/integrate all data with</td>
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<tr>
<td>Airport standard BI and analytics tools.</td>
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<tr>
<td>8.2</td>
<td>System shall display team and individual Call Taker QC call log statistics as calls come in.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.3</td>
<td>System shall provide ability to &quot;pull&quot; information from service requests for Maintenance Control and non-service request calls (e.g. Lost Child, Checkpoint Back-Up, Bussing issues, etc.) to place on a &quot;Hot List&quot; to increase and share awareness.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Reporting</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.1</td>
<td>System shall provide consolidated cross-channel reporting to allow visibility into ticket volume, call taker performance and other key support metrics across all channels for Quality Control.</td>
<td>WC RD IN NC</td>
<td></td>
</tr>
<tr>
<td>9.2</td>
<td>System contains a built-in custom reporting tool.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.3</td>
<td>System provides ad-hoc reporting capability that are relatively easy to generate with an intuitive interactive generator as part of the software system.</td>
<td>WC RD IN NC</td>
<td></td>
</tr>
<tr>
<td>9.4</td>
<td>Ability to physically print Service Requests and reports.</td>
<td>WC RD IN NC</td>
<td></td>
</tr>
<tr>
<td>9.5</td>
<td>Ability to generate reports directly to MS Office or PDF formats.</td>
<td>WC RD IN NC</td>
<td></td>
</tr>
<tr>
<td>9.6</td>
<td>Ability to export report data to Excel.</td>
<td>WC RD IN NC</td>
<td></td>
</tr>
<tr>
<td>9.7</td>
<td>System shall provide a QA/QC model.</td>
<td>WC RD IN NC</td>
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<tr>
<td>10</td>
<td>Integration</td>
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<tr>
<td>10.1</td>
<td>System shall be integrated with existing on-premise Airport call management platforms, hardware, and telecommunications connections as appropriate to be defined during detailed design. Possible integrations include: a. Airport enterprise ACD platform – NEC 9500 b. Airport IVR - Plum c. Airport Voice Recording – Eventide</td>
<td>WC RD IN NC</td>
<td></td>
</tr>
<tr>
<td>10.2</td>
<td>System shall integrate Service Request processing with the following external systems for the purpose Service Request actioning and completion. Interface shall be bi-directional with status information returned to Call Center System (CCS) at</td>
<td>WC RD IN NC</td>
<td></td>
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WC – Will Comply – as Part of Core System   RD = Will Comply – Requires Development with Comments
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<tr>
<td></td>
<td>miles defined.</td>
<td>WC RD IN NC</td>
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<tr>
<td></td>
<td>a. Infor - Maintenance Work Orders</td>
<td></td>
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<td></td>
<td>b. Veoci - Airfield, FAR 139 Service Requests, Environmental Permits and Tracking</td>
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<td>c. Origami - SMSd.</td>
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<td></td>
<td>d. IT Service Requests - Remedy Force</td>
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<td></td>
<td>e. Situational Awareness</td>
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<tr>
<td>10.3</td>
<td>System interface will support splitting of a Service Request to multiple Work Orders/Service Requests in external systems and vice versa with unique identifier tracking.</td>
<td>WC RD IN NC</td>
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<tr>
<td>10.4</td>
<td>System interface supports creation of a downstream Work Order or Ticket from a Service Request.</td>
<td>WC RD IN NC</td>
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<tr>
<td></td>
<td>a. Automatically based on priority</td>
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<td></td>
<td>b. Automatically based on alarm or trigger from integrated system</td>
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<td></td>
<td>c. Manually after Maintenance Control/Call Center review/approval</td>
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<tr>
<td>10.5</td>
<td>System interface supports update of the CCS Service Request with status information from the host system (Infor, Veoci, Remedy, etc.):</td>
<td>WC RD IN NC</td>
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<tr>
<td></td>
<td>a. Automatically based on priority</td>
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<td></td>
<td>b. Automatically based on alarm or trigger from integrated system</td>
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<td></td>
<td>c. Manually after Maintenance Control/Call Center review/approval</td>
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<tr>
<td>10.6</td>
<td>System interface captures and relates CCS Service Request number with downstream Work Order or Ticket numbers.</td>
<td>WC RD IN NC</td>
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<tr>
<td>10.7</td>
<td>System creates a unique identifier for each Service Request that remains the same and is linked to a downstream Work Order number or Ticket number as applicable.</td>
<td>WC RD IN NC</td>
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<tr>
<td>10.8</td>
<td>System shall capture SR or incident number from external Service Request system source (i.e. Infor; Veoci; Remedy, Origami) for cross system tracking.</td>
<td>WC RD IN NC</td>
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<td>10.9</td>
<td>System shall consider integrations with additional systems to be defined in detailed design:</td>
<td>WC RD IN NC</td>
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<tr>
<td></td>
<td>a. Terminal system Lavi Industries for input to cleanliness of restrooms in Terminal A, C &amp; D.</td>
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<td></td>
<td>b. Airport Noise Management System to record public noise complaints</td>
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<td></td>
<td>c. Situational Awareness System (TBD).</td>
<td>WC RD IN NC</td>
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<tr>
<td>10.10</td>
<td>System shall provide desktop access to Zetron ACOM Novus Dispatch via integration and console to bridge and conference with two-way UHF radio communication and phone VoIP services.</td>
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<tr>
<td>10.11</td>
<td>System shall consider and provide a &quot;Smart PBX&quot; cloud ACD services integrated with the DFW Enterprise ACD System for Enterprise call routing.</td>
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<tr>
<td>10.12</td>
<td>System must support integration with a Service Request Portal (external system) for importing Service Requests from and providing status update to the portal system.</td>
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<td>11</td>
<td>Technical</td>
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<tr>
<td>11.1</td>
<td>System shall provide enough capacity to cover high call volumes in a weather or emergency management activation.</td>
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<tr>
<td>11.2</td>
<td>System shall support up to 30 Call Takers (count TBD) and 35 non-call takers (Count TBD), most centrally located at the IOC, with some interconnected with and utilizing the platform from remote locations.</td>
<td></td>
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<tr>
<td>11.3</td>
<td>System must have the capacity to ensure that performance levels remain constant throughout day-to-day operations when adding additional users, workflows, functions, running reports and loading data.</td>
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<tr>
<td>11.4</td>
<td>System has the ability to fully access the system from a web browser with an internet connection (web-based thin client).</td>
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<tr>
<td>11.5</td>
<td>System has the ability for administrator to develop custom workflows and business processes rules.</td>
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<tr>
<td>11.6</td>
<td>System has the ability to create user defined/custom fields for all objects within the system.</td>
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<tr>
<td>11.7</td>
<td>System shall provide/support the use of headsets with the telephony solution (estimated count of 30).</td>
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<td>11.8</td>
<td>System has the ability to integrate with MS Active Directory to support single sign on to application.</td>
<td>WC</td>
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<tr>
<td>11.9</td>
<td>System shall provide Security features to control access levels and protect system data including truncating of incoming email size and attachments.</td>
<td>RD</td>
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<tr>
<td>11.10</td>
<td>System shall meet Payment Card Industry Data Security Standards (PCI DSS) as required (Finance Adjustments Team).</td>
<td>IN</td>
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<tr>
<td>11.11</td>
<td>System makes use of automatic failover and backup and recovery models for redundancy.</td>
<td>NC</td>
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<td>11.12</td>
<td>System provides a tool to administer user access, including defining role-based access, role-based automatic call routing and assisting with password management.</td>
<td>WC</td>
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<tr>
<td>11.13</td>
<td>System shall provide no less than 15 days storage of all call and screen recordings.</td>
<td>RD</td>
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<tr>
<td>11.14</td>
<td>Ability to set access and Add/Edit/Delete/View security a. Group/role based. Menu level. Screen level. Field level. Status authorizations (i.e. WO approval rights, requisition limits)</td>
<td>IN</td>
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<td>11.15</td>
<td>System shall provide ability to migrate/import legacy data at setup - scope TBD.</td>
<td>NC</td>
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<tr>
<td>11.16</td>
<td>Ability to define and administer (via “super users”) the following functions in an enterprise environment: a. Define/maintain pull-down/pick list selections</td>
<td>WC</td>
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<td></td>
<td>b. Define/hide/maintain menus and screens based on user group/profile</td>
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<td></td>
<td>c. Change the default field names using common DFW terminology for clear understanding of data entry</td>
<td>IN</td>
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<td></td>
<td>d. Define DFW user groups</td>
<td>NC</td>
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<td></td>
<td>e. Define screen and field level security at user group level</td>
<td>WC</td>
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<td></td>
<td>f. Define default values for fields</td>
<td>RD</td>
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<td></td>
<td>g. Manage users (add accounts/reset passwords)</td>
<td>IN</td>
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<td>11.17</td>
<td>System provides Application Programming Interfaces (APIs) and other integration tools to facilitate integration with other applications.</td>
<td>NC</td>
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<td>11.18</td>
<td>System shall integrate with the DFW existing email system using Simple Mail Transfer Protocol (SMTP) or another industry-standard mechanism.</td>
<td>WC</td>
<td>RD</td>
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<tr>
<td>11.19</td>
<td>The IOC is a mission critical 24/7 facility that requires maximum uptime/availability. Contractor shall recommend and demonstrate an equipment, infrastructure, and operations plan (if cloud) that provides minimum 4-nines (99.98) availability.</td>
<td>WC</td>
<td>RD</td>
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<tr>
<td>11.20</td>
<td>System shall be able to automatically switch between redundant internet service providers (ISP) to provide redundancy if primary connection services interrupted/lost.</td>
<td>WC</td>
<td>RD</td>
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<tr>
<td>11.21</td>
<td>System allow all client data and database structure to be readily exported in a database form upon request.</td>
<td>WC</td>
<td>RD</td>
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<tr>
<td>11.22</td>
<td>Vendor shall provide development and testing environments (sandbox) that isolates untested changes and experimentation from the production environment. May also be used as a training environment.</td>
<td>WC</td>
<td>RD</td>
</tr>
<tr>
<td>11.23</td>
<td>Contractor shall provide a phased-in approach to implementing the solution prior to IOC implementation. The CCS shall be phased in at the AOC, Experience Hub and ETAM prior to full implementation in the IOC.</td>
<td>WC</td>
<td>RD</td>
</tr>
<tr>
<td>11.24</td>
<td>Contractor shall provide change management reporting to track, control and report system changes.</td>
<td>WC</td>
<td>RD</td>
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<tr>
<td>11.25</td>
<td>System shall have the ability to support multiple languages.</td>
<td>WC</td>
<td>RD</td>
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<tr>
<td>12</td>
<td>Training &amp; Competency</td>
<td>WC</td>
<td>RD</td>
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<tr>
<td>12.1</td>
<td>Contractor shall provide project management processes for planning, scheduling, and controlling the design and implementation of the system including regular status reporting.</td>
<td>WC</td>
<td>RD</td>
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<tr>
<td>12.2</td>
<td>Contractor shall provide training on forms customization.</td>
<td>WC</td>
<td>RD</td>
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<tr>
<td>12.3</td>
<td>System shall operate at a mean monthly average availability of</td>
<td>WC</td>
<td>RD</td>
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<td>99.98% of operational hours (unless otherwise noted). Planned outages are considered non-operational and will not count against availability calculations.</td>
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<tr>
<td>12.4</td>
<td>System shall provide a fully operational testing environment for OJT, simulated or real-world testing and training scenarios</td>
<td>RD, IN, NC</td>
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<tr>
<td>12.5</td>
<td>System shall integrate with Learning Management System (LMS) for access to curriculum, current and re-current training, tracking and assessments.</td>
<td>RD, IN, NC</td>
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