

# REQUEST FOR PROPOSALS FOR:

# AIRPORT OPERATIONS MANAGEMENT SYSTEM & SAFETY MANAGEMENT SYSTEM SOFTWARE (AMOS-SMS SOFTWARE)

Solicitation Number: FY25-805-20

MANCHESTER-BOSTON REGIONAL AIRPORT MANCHESTER, NEW HAMPSHIRE



# REQUEST FOR PROPOSALS FOR AIRPORT OPERATIONS MANAGEMENT SYSTEM & SAFETY MANAGEMENT SYSTEM SOFTWARE (AOMS-SMS SOFTWARE)

# MANCHESTER-BOSTON REGIONAL AIRPORT MANCHESTER, NH

**Solicitation Number: FY25-805-20** 

The City of Manchester, New Hampshire acting by and through its Department of Aviation (hereinafter referred to as the "<u>City</u>"), being a duly and lawfully constituted municipal corporation owning and operating the Manchester-Boston Regional Airport, (the "<u>Airport</u>") located in the city of Manchester and town of Londonderry, New Hampshire hereby solicits proposals for an airport operations management system and safety management system software (each a "<u>Proposal</u>").

It is the intent of the City to select a qualified vendor who submits a Proposal (each a "Respondent") to provide a comprehensive and robust software platform to support the City's airport operations management and safety management system processes. The City intends to award the successful Respondent(s) with a purchase and support agreement (the "Agreement") for a fixed term of five (5) years with two (2), two (2) year options. The City reserves the right to reject any or all Proposals and to waive any informality in the competitive process. Respondents bear all costs associated with development of their Proposal.

#### **Title VI Solicitation Notice:**

The Manchester-Boston Regional Airport in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, businesses will be afforded full and fair opportunity to submit responses to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.



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#### SECTION I – INTRODUCTION

#### 1.1 Definitions

For all purposes of this Request for Proposals, capitalized terms shall have the definitions provided in this <u>Section I</u>, except as otherwise expressly stated or as otherwise clearly required by context. Such definitions shall be equally applicable to the singular and plural forms of such defined terms. The words "herein," "hereunder," and other words of similar nature refer to this Request for Proposals as a whole. The word "shall" is mandatory and the word "may" is permissive.

- "Agreement" means, the final, executed agreement, entered into by and between the City and the Contractor.
- "Airport" means that certain airport commonly known and described as the Manchester-Boston Regional Airport located in the city of Manchester, New Hampshire and the town of Londonderry, New Hampshire.
- "AOMS" means a digital platform designed to assist airports in managing day-to-day operations, known as an airport operations management system.
- "City" means the City of Manchester, New Hampshire, acting by and through its Department of Aviation.
- **"Contractor"** means, jointly and severally, the successful Respondent or Respondents selected by the City for the purposes described in this RFP.
- **"CMMS"** means a digital platform designed to assist airports in managing maintenance activities and maintenance workorders, known as a computerized maintenance management system.
- "**Director**" means the director of the Manchester-Boston Regional Airport or their designee, as appointed in writing.
- **"Evaluation Committee"** means the committee constituted by the City to review and score all qualified Proposals.
- **"FAA"** means the United States Federal Aviation Administration and any agency or instrumentality of the United States government succeeding to its functions.
- "NPIAS" means the FAA's National Plan of Integrated Airport Systems.
- "**Proposal(s)**" means, jointly and severally, the Respondents' responses to the RFP, including all exhibits, schedules, addenda, appendices, and attachments thereto, and any material representations made by the Respondent submitting said response.
- "Respondent" means, jointly and severally, those entities that respond to this RFP.
- **"RFP"** means this Request for Proposals for Airport Operations Management System & Safety Management System Software, dated February 28, 2025, Solicitation Number FY25-805-20, and all appendices, attachments, and addenda hereto.
- **"SMS"** means a formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of safety risk controls, including systematic procedures, practices, and policies for the management of safety risk, known as a safety management system.
- **"Submission Deadline"** means the time and date as specified in <u>Section 4.3</u> of this RFP, by which hardcopies of the Proposal must be received by the City.



#### 1.2 Purposes of this RFP

The purpose of this Request for Proposals is to solicit Proposals from qualified, experienced, and licensed companies to provide software that will be used to automate and manage the Airport Operations Management Systems (AOMS) and the Safety Management Systems (SMS) at the Airport.

Respondents to this RFP should demonstrate a high level of competence and excellence, while showcasing their capabilities and experience through detailed responses and evidence of their ability to facilitate improved workflow associated with day-to-day airport operations and maintenance, including but not limited to, Part 139 self-inspection, CMMS/maintenance work order tracking, airport employee training, emergency incident reporting, wildlife management/reporting, and SMS.

The contents of this RFP are provided as background and general information for Respondents and will become part of the RFP submittal and subsequent Agreement with the Contractor.

#### 1.3 Minimum Qualifications

To be considered for evaluation and selection, a Respondent must meet the minimum qualifications set forth below. Inability to meet the minimum qualifications set forth in this RFP will result in the rejection of the Proposal and such Respondent will be deemed non-responsive.

A Respondent will be deemed to meet the minimum qualifications upon submission of a fully executed and notarized *Certification of Minimum Qualifications* form, **without additions**, **deletions**, **or other alterations**, as found in **Appendix A** to this RFP, certifying that the Respondent:

- 1) Has the following business experience:
  - a. Has (i) deployed the AOMS/SMS software solution being proposed in the Proposal at three (3) or more commercial service airports in the United States classified in the NPIAS as small or medium hub; <u>and</u>, has been in continuous existence as an aviation operations software developer or vendor for at least the last five (5) years, which is further defined as sixty (60) consecutive months; <u>or</u>
  - b. Any relevant experience which Respondent can demonstrate is equivalent to the above-described requirements; and
- 2) Can demonstrate adherence and compliance to frameworks which ensure confidentiality, integrity, and availability of data processed within the proposed cloud-based solution via one of the following methods:
  - a. A SOC 2 Type II certification, received within the last 12 months from the date of this RFP, covering the Security, Availability, and Confidentiality trust service criteria, which certification shall be submitted with Respondent's Proposal; **or**
  - b. An equivalent security compliance framework, or self-attestation, supported by the evidence required in **Appendix C**, which shall be submitted with Respondent's Proposal; and



- 3) Has qualified and experienced staff that will be assigned to this project to assist with configuration/customization, development, data migration, deployment, training, support, and maintenance of the AOMS/SMS software solution; and
- 4) Is licensed, or shall be licensed prior to entering into the Agreement, to do business in the State of New Hampshire; and
- 5) Is in good standing with the City and any current or prior clients, and furthermore, is not involved in any legal actions with current or prior clients, current in all tax liabilities for any locality or state where the Respondent previously operated or currently operates and is not barred by any governmental agency or airport from providing the services described in this RFP.

#### 1.4 Airport Overview

The Manchester-Boston Regional Airport is located in southern New Hampshire about four (4) air miles south of downtown Manchester, New Hampshire, which is the largest city in northern New England. The Manchester-Boston Regional Airport is classified in the National Plan of Integrated Airport Systems as a small-hub airport and is home to commercial air carrier services, a robust cargo system, and corporate and general aviation users. The 1,500-acre Airport is the largest air carrier airport in the state of New Hampshire , with two runways, a robust taxiway network, three separate cargo facilities, and multiple corporate/private hangars, . .

The Airport welcomed approximately 1.3 million total passengers during Calendar Year 2023. Commercial airlines serving the Airport include: American Airlines, Avelo Airlines, Breeze Airlines, JetBlue Airways, Southwest Airlines, Spirit Airlines (currently paused), Sun Country Airlines, and United Airlines. Combined, these airlines provide non-stop service to Baltimore-Washington, Charlotte, Chicago O'Hare, Chicago Midway, Greenville-Spartanburg, Minneapolis St Paul, Newark, Orlando, Philadelphia, Raleigh-Durham, Tampa, and Washington National, as well as seasonal flights to Charleston, Fort Myers, and Myrtle Beach.

The Airport is the third largest cargo airport in New England and in 2023 enjoyed a record-breaking year with more than 235 million pounds of cargo processed. The Airport meets regularly with incumbent carriers as well as other prospective airlines to bring more seats and service to the Manchester market. Demand for air service remains strong, with load factors generally averaging in the low to mid-80th percentile.

#### SECTION II – DESCRIPTION OF WORK

The scope of this project includes configuration/customization, data migration, deployment, and initial and ongoing training, support, and maintenance (including but not limited to, software updates, patch updates, configuration changes, and modifications) of a new SMS/AOMS software solution for the City. The City will entertain a cloud-based, on-premises, or hybrid solution.

The Contractor will be required to collaborate closely with the Airport's Airfield Operations and Maintenance Department, IT Department, and other Airport departments and contractors to further define current software versions, configuration limitations, project phasing, and training. The Contractor's software solution will be configured in a testing environment and then rolled into a production environment as follows:



Environment Name	Description	
	1) This environment will host a working, "out-of-the-box" SMS/AOMS software solution.	
Testing and Training (Pre-production)	2) The Contractor will run as many iterations as possible of data analysis, reconciliation, and data migration to provide the City with confidence in any migrated data.	
	3) This environment will also be used for system acceptance testing, system performance evaluation, and training.	
	4) This environment will be a complete replica of the production environment described below.	
	All hot fixes, patches, and upgrades will be applied to this environment to keep it in sync with the production environment.	
	1) This environment will be the production setup.	
Production	2) Before any changes are implemented in this environment, the Contractor will implement the changes in the testing and training environment described above.	
	3) The Contractor will not install any changes to this environment without prior, written approval from the City.	

#### SECTION III – BUSINESS TERMS

#### 3.1 Binding Offer

Proposals shall remain valid for a period of ninety (90) calendar days following the RFP Submission Deadline and shall be considered a binding offer to perform the required services, assuming all terms are satisfactorily negotiated. The submission of a Proposal shall be taken as presumed evidence that the Respondent has familiarized itself with the contents of this RFP.

#### 3.2 Compliance

Respondent shall comply with all local, state, and federal directives, orders, codes, rules, regulations, ordinances, laws, and other similar regulatory measures, as applicable to this RFP, the Proposal, and subsequent Agreement.

#### 3.3 Non-Exclusivity

By submitting a Proposal, each Respondent acknowledges that said Respondent understands and agrees that any resulting contractual relationship is non-exclusive, and that the City reserves the right at any time, and at the City's sole discretion, to solicit for, and obtain, other similar or identical services elsewhere, as the City may deem to be in the best interest of the City, regardless of the results of this RFP.



#### 3.4 Collusion

Any and all Proposals may be rejected if there is reason for the City, in the City's sole discretion, to believe that collusion exists among Respondents. No Respondent party to such collusion will be considered in any future proposals for an operation at the Manchester Airport which may be issued within twelve (12) consecutive calendar months following the Submission Deadline.

#### 3.5 Hold Harmless

BY SUBMITTING A PROPOSAL, EACH RESPONDENT AGREES TO AND SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY AND THE CITY'S AGENTS, EMPLOYEES, OFFICERS, AND LEGAL REPRESENTATIVES (COLLECTIVELY THE "CITY") HARMLESS FOR ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, FINES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES, COURT COSTS, AND ALL OTHER DEFENSE COSTS AND INTEREST) FOR INJURY, DEATH, DAMAGE, OR LOSS TO PERSONS OR PROPERTY SUSTAINED IN CONNECTION WITH OR INCIDENTAL TO PERFORMANCE UNDER THIS RFP, THE PROPOSAL, AND/OR THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE CAUSED BY (I) THE RESPONDENT'S, AND/OR ITS AGENTS', EMPLOYEES', OFFICERS', DIRECTORS', CONTRACTORS', OR SUBCONTRACTORS' ACTUAL OR ALLEGED NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS; AND (II) CITY'S AND THE RESPONDENT'S ACTUAL OR ALLEGED CONCURRENT NEGLIGENCE, WHETHER THE RESPONDENT IS IMMUNE FROM LIABILITY OR NOT; AND CITY'S AND THE RESPONDENT'S ACTUAL OR ALLEGED STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY, WHETHER RESPONDENT IS IMMUNE FROM LIABILITY OR NOT.

THE RESPONDENT SHALL REQUIRE ALL OF ITS SUBCONTRACTORS AND THIRD-TIER SUBCONTRACTORS TO RELEASE AND INDEMNIFY CITY TO THE SAME EXTENT AND IN SUBSTANTIALLY THE SAME FORM AS THE RESPONDENT'S RELEASE AND INDEMNITY TO CITY.

#### 3.6 Governance

If any of the language or information in this RFP, or any Proposal submitted as part of this RFP, conflicts with language in the Agreement as prepared by the City, the language of the final Agreement, as executed, will govern.

#### 3.7 Public Disclosure

All Proposals and other materials or documents submitted by Respondents in response to this RFP shall become the property of the City upon submission thereto and will not be returned. Furthermore, said Proposals and related items, as well as any other actions associated with this RFP, shall be considered public documents subject to public information laws under New Hampshire RSA 91-A and, after completion of this procurement action, shall be available for review and copy by the public.

#### SECTION IV – INSTRUCTIONS FOR PREPARATION OF PROPOSAL

Respondents are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Respondents shall carefully review and address all the evaluation factors outlined in this RFP, as well as any additional documents as may be issued by the City in relation to this RFP. To be considered, the Respondent must be able to demonstrate that it meets the minimum qualifications established in this RFP and that the Respondent has the staff and financial resources to perform the tasks specified in this RFP.



#### 4.1 Proposal Content

Respondents interested in providing the services as described in this RFP must include in their Proposals the following information:

#### (a) Letter of Submittal

The Letter of Submittal shall be signed and dated by a person authorized to legally bind the Respondent to a contractual relationship, e.g., the president or executive director if a corporation, the managing partner if a partnership that meets the requirement outlined in <u>Section 1.3</u> or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal shall include the following information about the Respondent and any subcontractor(s):

- (i) Name, address, principal place of business, telephone number, and email address of the legal entity or individual who will enter into the Agreement; and,
- (ii) Legal status of the Respondent (e.g. sole proprietorship, joint venture, partnership, corporation, etc.) and its state of incorporation; and,
- (iii) Identification of any current or former City employees employed by the Respondent or on the Respondent's governing board as of the date of the Proposal or during the twelve (12) calendar month period immediately prior to the date of the Proposal; and,
- (iv) Listing of any and all clients with whom the Respondent had a contract or lease cancelled prior to the end of any fixed or optional term and the reason as to why such contract(s) was cancelled (i.e. default, for convenience, for cause, etc.); and,
- (v) Acknowledgement that the Respondent will comply with all terms and conditions set forth in this RFP and in the Agreement.

## FAILURE TO PROVIDE A SIGNED LETTER FROM A DULY AUTHORIZED REPRESENTATIVE WILL RESULT IN A NON-RESPONSIVE PROPOSAL.

#### (b) Proposal Criteria

(i) Criterion 1: General Corporate Overview and Capabilities

In this section, the Respondent shall describe those capabilities for each firm included in the Proposal that will facilitate accomplishment of the types of work contemplated under this RFP. This section should include company qualifications, as well as individual qualifications of all team members that will be involved with the Agreement.

(ii) Criterion 2: Past Performance and Industry Experience

This section shall demonstrate the Respondent's past performance and industry experience in managing the successful implementation of the proposed system, supported by three (3) to five (5) examples of projects wherein Respondent deployed the AOMS/SMS product version being proposed in the Proposal at commercial service airports in the United States that are classified in the NPIAS as small or medium hub. Each example shall include, at a minimum, the following information:



- a. Name and location of airport served;
- b. Period of performance;
- c. Scope of services provided by Respondent;
- d. A brief summary of the project approach and any customization required;
- e. Timeline to get the system up and running efficiently for said airport;
- f. Any lessons learned from the project which will be utilized in implementing this project; and
- g. Point of contact to serve as a professional reference having direct knowledge of the Respondent's work at said airport, including the point of contact's name, title, phone number, and e-mail address.

<u>NOTE</u>: By including this information in the Proposal, Respondent is providing City permission to contact the persons listed for reference checks.

#### (iii) Criterion 3: Project Approach

In this section, the Respondent shall outline their approach and provide details on how they will meet the objectives of this RFP, including, but not limited to:

- a. A description of the services that the Respondent will provide;
- b. The methodology the Respondent will follow;
- c. What system testing the Respondent will perform,
- d. Respondent's strategy to minimize and mitigate any impacts to the Airport's operations activities during the transition to the proposed software solution;
- e. Respondent's approach to ensure the City's compliance with government regulations is maintained throughout development, testing, and deployment; and
- f. Respondent's plan for training City's employees, including initial training, recurrent training, and, if necessary, new employee training. Respondent shall detail the comprehensive training materials to be provided, including, but not limited to, detailed user guides, online tutorials, and training sessions for different levels of users.

#### (iv) Criterion 4: Functional and Technical Capabilities

In this section, the Respondent shall demonstrate the type and quality of the processes and technology Respondent intends to use to meet the objectives of this RFP. This section should include a system process overview and details to demonstrate the following:

- a. Clarity and suitability of system features, architecture, design, and integration based on the requirements in the format provided in **Appendix B** to this RFP;
- b. Complete responses to how the proposed solutions meet the requirements provided in **Appendix B** to this RFP;
- c. Robustness of Respondent's proposed cyber security measures;
- d. Respondent's compliance with relevant industry and regulatory standards;



- e. Respondent's preparedness to adapt to future technology shifts;
- f. How the system can grow with the organization;
- g. Innovative aspects of the proposed technical solution; and
- h. Specific strategies to ensure long-term relevance.

# <u>NOTE</u>: Proposals submitted with incomplete forms (i.e. certain capabilities left blank or without a response) will be scored accordingly.

#### (v) Criterion 5: Execution Plan and Project Schedule

In this section, Respondents shall detail an implementation plan, including timelines, milestones, testing phases, and contingency measures, with a goal of ensuring full integration and transition of the system prior to the July 1, 2026 termination of the City's current AOMS software. This plan should cover installation, configuration, training, and integration with existing systems, as applicable, and describe plans for ensuring business continuity during the transition, including fallbacks to the old system if critical issues arise with the new system. This section should also describe the Respondent's go-live strategy, identify any deliverables or approvals required from the City, indicate whether the transition will be done all at once or in phases, and express the methods for conducting a post-implementation review to assess the project's success, identify any issues, and optimize the system for better performance.

#### (vi) Criterion 6: Maintenance and Support

In this section, Respondents shall clearly describe how the Respondent will manage the ongoing maintenance and support of the proposed software, including but not limited to, software updates, patch updates, configuration changes/modifications, and on-going training. Respondents should use this section to demonstrate how Respondent will ensure a high-quality customer service experience for the City. Respondent shall detail the location(s) of Respondent's customer service team, the level and timing of responsiveness, and how Respondent provides comprehensive in-person, telephone, email, web, and on-going support and maintenance, while minimizing impacts to airport operations.

#### (vii) Criterion 7: Fee Structure

Respondents shall provide a clear, complete, and competitive cost breakdown for the services described in this RFP. Responses to this section shall include, at a minimum, the costs for all proposed and anticipated hardware and software, licensing fees, startup costs, recuring costs, configuration/customization, project management, initial training, on-going training, and all other anticipated costs and estimated expenses related to the product and services to be provided under this RFP. Respondents shall be as transparent as possible in their pricing, detail specific costs associated with each functional need, and address all reasonably anticipated costs for out-of-scope items and associated expenses, potential future costs, and scalability implications.



#### (c) Required Certifications

This section of the Proposal requires the Respondent to incorporate signed and duly notarized copies of all certifications found in **Appendix A** to this RFP.

PROPOSALS THAT DO NOT CONTAIN ALL SIGNED AND NOTARIZED CERTIFICATIONS WILL BE DEEMED NON-RESPONSIVE BY THE CITY AND NO FURTHER CONSIDERATION WILL BE GIVEN.

PROPOSALS THAT CONTAIN ALTERED OR MODIFIED CERTIFICATIONS, OTHER THAN THOSE REQUIRED TO COMPLETE THE CERTIFICATIONS, WILL BE REJECTED BY THE CITY AND NO FURTHER CONSIDERATION WILL BE GIVEN.

#### 4.2 Proposal Organization

The Proposal shall be organized in sections consistent with <u>Section 4.1</u> above. Proposals are limited to **35**, **single-sided** pages which should include the Respondent's complete and final answers to the specific sections herein.

Items **counting towards** the page limit include:

• Answers to Section 4.1(b)

Items **not counting towards** the page limit include:

- Letter of Submittal; and,
- Responses to the Functional and Technical Capabilities chart in **Appendix B** to this RFP, including comment pages; and
- Evidence of SOC 2 Type II Compliance; and
- Evidence submitted in response to **Appendix C** to this RFP; and
- Required certifications.

Respondents shall provide all items not counting towards the page limit as appendices to their Proposal. Respondents shall include sequential pagination in their Proposals identifying the pages being submitted as part of the page limit.

Respondents are free to use either 8.5"x11" or 11"x17" paper for their submission, understanding that the entire Proposal shall use the same size paper (e.g. no z-folds or mixing of page sizes). Under no circumstances shall the paper size exceed 11"x17".

ANY PAGES BEYOND THE THIRTY-FIVE (35) PAGE LIMIT THAT ARE NOT EXCLUDED ABOVE, OR ANY INFORMATION SUBMITTED ON PAPER SIZE MORE THAN 11"X17," WILL NOT BE CONSIDERED BY THE CITY.

#### 4.3 Submission Date and Procedures

Each Respondent must submit **one (1) hardcopy original** of the Proposal, clearly marked as "original", and **five (5) additional hard copies** of their Proposal. In addition to the required hardcopies, Respondents are free to send an electronic .pdf version of their Proposal to **procurement@flymanchester.com**, provided that the electronic file is the **EXACT SAME VERSION** as the hardcopy. The City will use our email system time stamp as proof of meeting



the Submission Deadline. Further, the City will NOT ACCEPT any changes to Proposals after the Submission Deadline is passed. The City will NOT ACCEPT any Proposals submitted electronically if the City has not received hard copies of the same on or before the Submission Deadline.

The envelope/package containing the original copy and additional hardcopies of the Proposals shall be marked as follows:

# "RFP FY24-805-20 AIRPORT OPERATIONS MANAGEMENT SYSTEM & SAFETY MANAGEMENT SYSTEM SOFTWARE (AOMS-SMS SOFTWARE)"

The Respondent's business name and return address shall be clearly stated on the envelope/package in which the Proposal is contained.

Proposals shall be delivered by **2:00 pm** on **April 4, 2025** (the "<u>Submission Deadline</u>"), to the offices of the Manchester-Boston Regional Airport and addressed to:

Manchester-Boston Regional Airport
Attn: Procurement
1 Airport Road Suite 300
Manchester, NH 03103
Email: procurement@flymanchester.com

PROPOSALS RECEIVED AFTER 2:00 P.M. ON THE SUBMISSION DEADLINE LISTED ABOVE WILL BE CONSIDERED NON-RESPONSIVE BY THE CITY AND NO FURTHER CONSIDERATION WILL BE GIVEN.

#### 4.4 Details Provided in this RFP

It is the responsibility of each Respondent to carefully examine this RFP and to judge for itself all the circumstances and conditions which may affect their Proposal and subsequent ability to perform pursuant to the Agreement.

Any data furnished by the City is for informational purposes only. Respondent's use of any such information shall be at Respondent's own risk.

Failure on the part of any Respondent to examine, inspect, and to be completely knowledgeable of the terms and conditions of the Agreement, operational conditions, or any other relevant documents or information shall not relieve the Respondent from fully complying with the Agreement, this RFP, or their Proposal.

#### 4.5 Withdrawal or Modification of Proposal

Respondents that submit Proposals prior to the Submission Deadline may withdraw or modify their Proposal prior to the Submission Deadline. Such requests to modify or withdraw Proposals must be **made in writing** to the contact identified in <u>Section 6.2.</u> Any modifications to, or requests to withdraw, a Proposal received after the Submission Deadline will not be considered.



#### 4.6 Proposal Warranty

By submission of their Proposal, the Respondent warrants that (i) the Proposal submitted is not made in the interest of, or on behalf of, any undisclosed party; (ii) no employee, officer, or agent of the Airport, the City of Manchester, or the State of New Hampshire, nor any member of their immediate family, has any interest in the award of the Agreement to the Respondent or the profits expected to arise therefrom; (iii) the Respondent has not, directly or indirectly, induced any other Respondent to submit a false Proposal; (iv) Respondent has not paid, or agreed to pay, any party, either directly or indirectly, any money or other valuable consideration for assistance or aid rendered, or to be rendered, in attempting to procure the Agreement for the privileges granted herein; and (v) the Respondent's Proposal is made in good faith without fraud, collusion, or connection with any other Respondent submitting a Proposal.

#### 4.7 Proposal Opening

There will not be a public opening of the Proposals received under this procurement effort. Proposals will be opened and evaluated after the Submission Deadline.

#### NO PROPOSALS WILL BE ACCEPTED AFTER THE SUBMISSION DEADLINE.

#### 4.8 Right to Request Supplemental Information

The City reserves the right to request any supplementary information it deems necessary to evaluate the Respondent.

#### SECTION V – SELECTION PROCESS

#### 5.1 Selection Process

The Evaluation Committee will review and score all qualified Proposals. The City may, in the City's sole discretion, decide to either (i) select the Contractor based on the Evaluation Committee's review and scoring, or (ii) create a shortlist of Respondents to interview before making a final decision. Should an insufficient number of Proposals be received by the City for the process to be deemed competitive by the City, in the City's sole discretion, then the City reserves the right to reject all Proposals received and reissue the RFP or to negotiate directly with the Respondent(s) who submitted a Proposal. The City has no obligation to execute a contract with any of the Respondents on the basis of this RFP.

#### **5.2** Tentative Solicitation Schedule

The following *tentative* schedule is provided as a general guide on timing for this solicitation. **This schedule is subject to change.** Notice of changes will be handled per the addendum process contained in **Section 6.4.** 

Solicitation Step	Date
Deadline for Questions	March 21, 2025 at 2:00 P.M.
Date Responses to Questions will be posted	March 28, 2025 at 5:00 P.M.



Proposal Submission Deadline April 4, 2025 at 2:00 P.M.

Interviews Completed (if necessary)

May 08, 2025

Notification of Intent to Award May 15, 2025

#### 5.3 Preliminary Review

Upon receipt of Proposals, the City will conduct a preliminary review to ensure that each Proposal is generally responsive to the published criteria. Respondents whose Proposals are deemed non-responsive will be notified in writing with a brief explanation of the reason for the rejection.

#### 5.4 Initial Evaluation and Scoring

#### (a) Scoring Overview

Following the preliminary review, the Evaluation Committee will convene to independently review and score each Proposal based on the criteria listed in <u>Section 4.1(b)</u>. A detailed and objective evaluation will be conducted, the sole intent of which will be to identify the most responsive and responsible Respondent(s) to perform the work contemplated under this procurement action.

The following criteria and scoring will be employed by the City:

Criteria	Max Score
Criterion 1: General Corporate Overview and Capabilities	5 points
Criterion 2: Past Performance and Industry Experience	10 points
Criterion 3: Project Approach	20 points
Criterion 4: Functional and Technical Capabilities	20 points
Criterion 5: Execution Plan and Project Schedule	10 points
Criterion 6: Maintenance and Support	10 points
Criterion 7: Fee Structure	25 points
TOTAL MAXIMUM SCORE	100 points

The maximum score per evaluator is **100 points**. Respondents should note that the City has placed significant weight on three (3) criteria: a) Fee Structure, b) Project Approach Strategy, and c) Functional and Technical Capabilities. Note that 65% of the Respondent's score will be determined by these 3 criteria and Respondents should place special efforts in addressing these criteria as part of their Proposal.



#### (b) Tiebreaker

In the event of a tie between two (2) or more Respondents, the Respondent with the higher Functional and Technical Capabilities score will be awarded the tiebreaker.

#### (c) Shortlist Development

Notwithstanding the provisions of <u>Section 5.1</u> above, the City may, in the City's sole discretion, decide to shortlist the top scoring Respondents for the interview phase of the selection process. The selected group of shortlisted Respondents may be asked to provide a demonstration of their product. Those submissions not selected will be eliminated from further consideration.

#### 5.5 Interviews

Notwithstanding the provisions of <u>Section 5.1</u> above, the City may elect to interview the top scoring Respondents based on their initial score. This is an opportunity for shortlisted Respondents to clarify their Proposals, demonstrate how their product meets the needs of the City, and present any additional information that the shortlisted Respondents wish the Evaluation Committee to consider. The criteria used to score the interviews shall be included in the notification issued to shortlisted Respondents.

#### 5.6 Final Selection

Upon completion of the interviews, if conducted, or the initial evaluation, if no interviews are conducted, written or verbal negotiations may be conducted with one or more Respondents to ensure the most advantageous results for the City over the full contract term.

#### SECTION VI - GENERAL PROVISIONS

#### 6.1 Airport Right to Reject and Waive Minor Irregularities

The City, in the City's sole discretion, reserves the right to, (i) reject any and all Proposals, wholly or in part, (ii) re-advertise for additional Proposals, (iii) waive any informality or minor irregularities pursuant to <u>Section 6.6</u>, and (iv) make awards in any manner deemed in the best interest of the City.

The selection of a Respondent shall be at the sole discretion of the City. No Respondent shall have any cause of action against the City arising out of a failure by the City to consider the qualifications of a Proposal, a Respondent, or the methods by which the City evaluated the Proposals received.

#### 6.2 Inquiries

Inquiries on all matters pertaining to this RFP or the process the City is following should be made in writing and directed to:

Manchester-Boston Regional Airport
Attn: Procurement
1 Airport Road, Suite 300
Manchester, NH 03103
Email: procurement@flymanchester.com



#### 6.3 Contact With Airport Staff

From the time of receipt or publication of this RFP, all parties who intend to submit a response directly or indirectly to this RFP shall direct all contact with the City **only** to the procurement team for the Airport, whose point of contact is listed in <u>Section 6.2</u>. Other than as permitted herein, Respondents to this RFP may not contact City employees beyond the procurement contact identified in <u>Section 6.2</u> herein, nor may they contact any members of the Evaluation Committee, nor those representing any City interests in this RFP for the purpose of discussing the same.

All parties who intend to submit a response directly or indirectly to this RFP shall not lobby, either on an individual or collective basis, the City, the Airport, or any federal, state, or local elected or public officials or staff regarding this RFP or said parties' written Proposals. Respondents, their acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the City, the Airport, or any federal, state, or local elected or public officials or staff to arrange meetings, visits, or presentations to influence the outcome of the selection process.

VIOLATIONS OF THIS PROVISION, BY OR ON BEHALF OF A RESPONDENT, UNINTENTIONALLY, INTENTIONALLY OR WILL RESULT IN DISQUALIFICATION **OF SAID** RESPONDENT, REJECTION **OF SAID** RESPONDENT'S PROPOSAL, AND/OR RESPONDENT DEBARMENT FROM **FUTURE SOLICITATIONS.** 

#### 6.4 Addenda and Clarifications

No interpretation of the meaning of any part of this RFP, or corrections of any apparent ambiguity, inconsistency, or error therein, will be made to any Respondent orally. All requests for written interpretations or corrections shall be submitted in writing only and addressed to the City using the contact information in <u>Section 6.2</u> and submitted by the date listed as the "Deadline for Questions" in <u>Section 5.2</u>.

All such interpretations and supplemental instructions will be in the form of a written Addendum to the RFP documents, which, if issued, will be posted on the Airport website: www.flymanchester.com/doing-business-with-mht/procurement-opportunities/

Only the interpretations or corrections so given by the City in writing will be binding, and prospective Respondents are advised that no other source is authorized to give information concerning, or to explain or interpret, the RFP.

It is the responsibility of the Respondent to incorporate any addenda into their Proposal and to acknowledge receipt of any addenda by signing the *Addenda Acknowledgement Form* which, if issued, will be posted on the City's website, and including the same in their Proposal. If a Respondent fails to acknowledge receipt of any such addendum through signing the *Addenda Acknowledgement Form*, their Proposal will be construed as though all addenda have been received by said Respondent and acknowledged thereby.

#### **6.5** Additional Provisions

The City reserves the right to add, delete, or revise any section of this RFP. The City reserves the right 1) to accept the Respondent(s) it deems most suitable and beneficial and 2) to reject any or all Proposals received as part of this RFP. The City also reserves the right to retain all copies of Proposals submitted by Respondents.



#### 6.6 Rejection of Irregular Proposals

The City reserves the right to reject Proposals that are considered irregular in the sole discretion of the City. Proposals will be considered irregular if they show omissions, alterations of form, additions not called for, conditions, limitations, or other irregularities of any kind. The City reserves the right to waive minor irregularities that will not result in an unfair economic or competitive advantage or disadvantage to any Respondent.

#### **6.7** Cost

Respondents are responsible for all costs associated with their Proposals including, but not limited to, the creation of the Proposal and, should the Respondent be shortlisted, any associated costs for subsequent steps in the procurement process. The City will not accept any promotional items as part of the RFP process and any such items included will either be discarded or, if so requested, returned to the Respondent at no cost to the City.

#### **6.8** Contract Agreement

The City intends to enter into an Agreement with one Respondent for a five (5) year fixed term with two (2) two-year options.

#### 6.9 Non-Discrimination Provisions

The Respondent agrees to comply with all applicable federal, state and local laws, including, but not limited to, the Civil Rights Act of 1964, as amended. The Equal Employment Opportunity Clause in Section 202, paragraphs 1 through 7 of Executive Order 11246, as amended, relative to Equal Employment and the implementing Rules and Regulations of the Office of Federal Contract Compliance Programs are incorporated herein by specific reference. The Affirmative Action Clause in Section 503 of the Rehabilitation Act of 1973, as amended, relative to Equal Opportunity for the disabled is incorporated herein by specific reference. The Affirmative Action Clause in 38 USC Section 2-12 of the Vietnam Veterans' Readjustment Assistance Act of 1974, relative to Equal Employment Opportunity for the special disabled Veteran and Veterans of the Vietnam Era, is incorporated herein by a specific reference. The Respondent specifically agrees to comply with: (i) Title VI of the Civil Rights Act of 1964, which prohibits discriminations on the grounds of race, color or national origin; and (ii) Title 49 of the U.S. Code Section 47123, which further prohibits discrimination on the grounds of sex, based on gender, and creed, based on religion.



#### **APPENDIX A: CERTIFICATION FORMS**

## PLEASE COMPLETE, SIGN, NOTARIZE AND INSERT THE FOLLOWING CERTIFICATIONS INTO YOUR SUBMITTAL.

PROPOSALS THAT FAIL TO INCLUDE COMPLETED CERTIFICATIONS WILL BE DEEMED NON-RESPONSIVE AND SUCH SUBMITTALS WILL NOT BE CONSIDERED.



#### **CERTIFICATION OF MINIMUM QUALIFICATIONS**

By submission of this Proposal, the Respondent certifies that to the best of their knowledge and belief, they meet the following Minimum Qualification Requirements:

- 1) Has the following business experience:
  - a. Has (i) deployed the AOMS/SMS software solution being proposed in the Proposal at three (3) or more commercial service airports in the United States classified in the NPIAS as small or medium hub; <u>and</u>, has been in continuous existence as an aviation operations software developer or vendor for at least the last five (5) years, which is further defined as sixty (60) consecutive months; <u>or</u>
  - b. Any relevant experience which Respondent can demonstrate is equivalent to the above-described requirements; and
- 2) Can demonstrate adherence and compliance to frameworks which ensure confidentiality, integrity, and availability of data processed within the proposed cloud-based solution via one of the following methods:
  - a. A SOC 2 Type II certification, received within the last 12 months from the date of this RFP, covering the Security, Availability, and Confidentiality trust service criteria, which certification shall be submitted with Respondent's Proposal; **or**
  - b. An equivalent security compliance framework, or self-attestation, supported by the evidence required in Appendix C, which shall be submitted with Respondent's Proposal; and
- 3) Has qualified and experienced staff that will be assigned to this project to assist with configuration/customization, development, data migration, deployment, training, support, and maintenance of the AOMS/SMS software solution; and
- 4) Is licensed, or shall be licensed prior to entering into the Agreement, to do business in the State of New Hampshire; and
- 5) Is in good standing with the City and any current or prior clients, and furthermore, is not involved in any legal actions with current or prior clients, current in all tax liabilities for any locality or state where the Respondent previously operated or currently operates and is not barred by any governmental agency or airport from providing the services described in this RFP.

I hereby affirm that the foregoing statements and representations are true. I also acknowledge that any materially false statement or representation shall be grounds for termination for cause by the City without prejudicing any remedies available to the City in equity or law.

		Notary Seal:
Name of Respondent		
Name of Respondent's Authorized Representative		
Signature of Respondent's Authorized Representative	Date	
Title of Respondent's Authorized Representative		

CERTIFICATION OF NON-COLLUSIVE PROPOSAL



By submission of this Proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint proposal each party thereto certifies as to its own organization that to the best of knowledge and belief:

- a) The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Respondent, or with any competitor; and,
- b) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other Respondent or to any competitor; and.
- c) No attempt has been made or will be made by the Respondent to induce any other person, partnership, or corporation to submit or not to submit a Proposal for purpose of restricting competition.

I hereby affirm that the foregoing statements and representations are true. I also acknowledge that any materially false statement or representation shall be grounds for termination for cause by the City without prejudicing any remedies available to the City in equity or law.

		Notary Seal:
Name of Respondent		
Name of Respondent's Authorized Representative		
Signature of Respondent's Authorized Representative	Date	
Title of Respondent's Authorized Representative		



#### CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a Proposal under this solicitation, the offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. Further, the offeror certifies that any lower tier participant contained in this solicitation is not presently debarred or otherwise disqualified from participation in federally assisted projects resulting from this procurement action.

	CERTIFICATION:		NOTARY/AT	ΓESTATION:
Name				
Signature		Date		
Title				



### CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification Proposals. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by **inserting a checkmark** (🗸) **in the space following the applicable response.** The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- 1) The applicant represents that ( ) it is, OR ( ) is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that ( ) it is, OR ( ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency**: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

	CERTIFICATION:		NOTARY/ATTESTATION:
Name			
Signature		Date	
Title			



#### APPENDIX B: FUNCTIONAL AND TECHNICAL CAPABILITIES

#### PLEASE COMPLETE ALL ITEMS IN THE FORM

Note: Proposals submitted with incomplete forms (i.e. certain capabilities left blank or without a response) will be scored accordingly

	Functional Capabilities		Contractor Response
ID	Capabilities Description	Meets Requirements (Y/N)	Comments
100	Self Inspection/Part 139		
	Have a GPS based map of the airport that is capable of depicting the user's location and the location of work orders.		
	Have the ability to customize different types of Inspections- Day, Night, Special and Periodic.		
	Have the ability to have multiple inspections and/ or types open concurrently.		
104	Document the Date, Time, Inspection Type and User.		
105	Provide the ability for an adminstrator to create different Facilites (Lights, Signs, Markings, Pavement, etc) and conditions (Inop, Damaged, Missing, Non-Standard, Faded, Etc) within those facilities.		
106	Display Conditions and facilities in a drop-down fashion to facilitate standardized conditions.		
107	Ability to create a work order outside of an active inspection and have it show up on the following inspection if it is a part 139 discrepancy.		
108	Ability to attach a picture to a work order and have that picture remain with the discrepancy after a resolution.		
109	Require a corrective action be provided when closing a work order.		
110	Ability to create a list of pre-determined corrective actions for repetitive work orders.		
111	Ability to create a stand-alone work order for items not covered by an inspection.		
112	Ability for the airport to add infrastructure, lights, signs, markings, drainage structures, etc. to the base map by utilizing GIS data or by selecting a location on the base map.		
113	Ability to assign work orders to an individual.		
	Ability to display active work orders and their status by utilizing colors and or symbols on a map.		
	Ability to document active NOTAMS for the airport and if necessary associate them with a work order.		
	Ability to associate a NOTAM with a work order, i.e. A NOTAM for an inop Mandatory Sign Box		
117	Have the NOTAM Data refresh at a rate of no greater than 15 minute intervals, or provide a way for the user to request updated NOTAMS.		
118	Retain polled NOTAM data and have the ability to affiliate NOTAMS with Inspections or Work Orders.		
	Ability to document wildlife strikes, harassment and control.		
120	Ability to customize wildlife species and the observed wildlife activity (Perching, flying, Etc) as well as the type of control measure taken (Pyrotechnic, Trap, Etc).		
121	Ability or future ability to submit strike data directly to the FAA.		
122	Able to display Wildlife activity and controls in a table to create an activity log.		
123	Ability to create custom checklists.		
124	Ability to receive a PDF Form from the airport and turn it into a custom checklist.		
125	Provide an automated daily summary with pdf attachments of checklists and work orders created in the previous 24 hours.		
126	Ability to re-open a closed Inspection or Work order and ability to modify date/time of the report.		
127	Ability to have a customizable banner message that shows up on the dashboard page- TO be edited by users with admin level privileges		
	Functional Capabilities		Contractor Response
ID	Capabilities Description	Meets Requirements (Y/N)	Comments
200	SMS		
	The system must provide a logical process flow for tracking safety management incidents from inception to closure.		
	Ability for the hazard reporting form to include attachments of various type and size (pictures, pdfs, etc.).		
203	Ability to customize a risk matrix aligned with the Airport's configurations (severity, likelihood, colors, and definitions)		
204	Ability to move work order, incident, or Part 139 records into the SMS module or process for additional analysis without losing the original content (no dual entry)		
205	Ability for the system to alert one or more staff by email or text message when a hazard or safety report is submitted.		
	Ability to assign records, actions, tasks to staff from the safety report; ability to track assignments for follow up.		
207	Ability to prioritize received reports (high, medium, low) for oversight and management.		
208	Ideally, the ability for the internal team with the ability to capture more detailed information in the hazard reporting form than the public version with information stored centrally for queries and reports.		
209	Ability for the system to track hazard mitigation status including mitigation monitoring (duration, frequency, and assignments).		
210	Ability to track and document safety hazards identified, show the initial risk rank, track any SRM or mitigations required, display the final risk rank and document any follow-up actions.		
211	Ability to document any safety communications or bulletins sent out to employees or tenants and ability to attach documents to the associated log entry.		
212	Ability to create Safety Work Orders and if necessary, have it create a Maintenance Work Order.		
	Track any Safety Work Order through the various SRM steps and provide options to add a narrative to each step		
214	Rank and track priority of various risks and display them on a dashboard interface - risk register.		
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215	Ability to have AE or RE acknowledge a Safety Work Order when necessary.		
216	Notify a selcted group of users when a safety report is created.		
217	Ability to run reports by date or hazard type.		
	Ability to have a maintenance Work Order trigger a separate Safety Work Order.		
	Ability to establish thresholds or targets for performance monitoring.		
220	Ability to develop ad hoc reports through the application interface.		
221	Ability for airport to modify Safety Forms.		
	Ability to search a database for keywords or work order number.		
	Ability to re-open a closed Safety Report		
224	Have a public facing interface to allow Safety Report Submissions, this can be accessed via QR code or website form.		
	Have the ability for a safety form to be submitted anonymously.		
	Ability to differentiate a part 139 Safety Report from a non-Part 139 report.		
223	Notify to differentiate a ran 130 onety report normation at 130 report.  Functional Capabilities		Contractor Response
ID	Capabilities Description	Meets Requirements (Y/N)	Comments
300	Training		
301	Easily add and delete employees.		
302	Open to interfacing or integrating with other training platforms (Digicast, IET, Etc).		
303	Run reports for compliance and auditing.		
304	Can search training record susing key words, date ranges or other identifying characteristics.		
305	Can assign Training on a monthly or annual basis.		
306	Track training completion dates and can display all employee training status in a report format.		
307	Ability to upload a powerpoint or similar media and assign it to individuals or groups.		
308	Ability to create Training Groups and modify them as needed.		
	Functional Capabilities		Contractor Response
ID	Capabilities Description	Meets Requirements (Y/N)	Comments
400	Administrative		
401	Can access site on mobile devices as well as on a desktop website		
402	Allows for presentation of information on a dashboard or other summary solutions to present performance indicators and metrics in various formats.		
403	Ability to archive data for a period of ten (10) years, with appropriate retrieval capability.		
404	Provides the ability to modify/ edit existing documents if proper authority (user level) exists.		
	Supports email alerts to individuals or groups.		
406	Standard headers and footers on each report (name of report, date, page, end of report, etc.).		
407	The system must provide the ability to create an unlimited number of new users, groups (org unit) and roles.		
408	Airport owns data and is able to download as needed in the event a future software is selected.		
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# APPENDIX C: SECURITY AND COMPLIANCE ALTERNATIVES TO SOC 2 TYPE II COMPLIANCE

Respondents unable to provide SOC 2 Type II certification shall demonstrate Respondent's commitment to industry best practices and adherence and compliance to frameworks which ensure confidentiality, integrity, and availability of data processed within the proposed cloud-based solution.

- a) Equivalent Security Framework. If submitting an alternative to SOC 2 Type II, Respondent <u>must</u> provide:
  - 1. A current certification or audit report detailing implemented security controls.
  - 2. A summary of security measures, including, but not limited to, **access controls**, **encryption standards**, **incident response**, **and business continuity practices** relevant to an airport operational environment.
  - 3. An overview of how security controls are reviewed, tested, and updated to address evolving threats.

#### OR

- **b) Self-Attestation Submission Requirements.** If submitting a **self-attestation** in lieu of SOC 2 Type II certification or other formal security audits, Respondent <u>must</u> provide a **Security Controls Statement**, which shall include, at a minimum the following documentation and information:
  - 1. **Self-Attestation Letter.** A formal letter, on company letterhead, signed and dated by a person duly authorized to sign on behalf of the Respondent, confirming the organization's commitment to maintaining security best practices. The letter shall include:
    - (i) the name and title of the individual responsible for security compliance;
    - (ii) a statement certifying that the Respondent follows industry-standard security controls; and
    - (iii) an acknowledgement that the Respondent is responsible for protecting customer data.

#### **AND**

- **2. Security Controls Summary.** A document detailing the Respondent's security practices, addressing, at a minimum, the following key areas:
  - (i) <u>Access Controls</u>: How user access is managed, including authentication, authorization, and least-privilege enforcement.
  - (ii) <u>Data Protection</u>: Encryption standards for data at rest and in transit, as well as data retention policies.
  - (iii) Network Security: Firewall protections, intrusion detection/prevention systems (IDS/IPS), and security monitoring.
  - (iv) Incident Response: Procedures for detecting, reporting, and responding to security incidents.
  - (v) <u>Business Continuity & Disaster Recovery</u>: Measures ensuring system availability and data recovery in the event of an outage.
  - (vi) <u>Security Testing & Audits</u>: Description of internal security reviews, penetration testing, or third-party assessments (if applicable).

The City, in the City's sole discretion, reserves the right to accept or reject the documentation submitted in response to this Appendix C as satisfactory evidence of meeting SOC II Type II equivalent security requirements. FAILURE TO PROVIDE EITHER (I) A SOC 2 TYPE II CERTIFICATION, OR (II) THE EVIDENCE REQUIRED IN THIS APPENDIX C MAY BE CAUSE FOR REJECTION OF THE PROPOSAL.