



DALLAS/FORT WORTH  
INTERNATIONAL AIRPORT

## REQUEST FOR BID

### Solicitation No. 7005225

#### Operations and Maintenance of Multi-Phase Extraction Remediation System

**Bid Opening and Deadline for Bid Submittal:**  
**November 10, 2009 at 11:00 a.m. (Central Time)**

*Location: DFW Airport Procurement Office  
3122 East 30th Street (Carbon Road)  
DFW Airport, TX 75261*

#### **Airport Board Contact:**

**Edward Dunagan**  
**972-973-5601 (fax)**  
**edunagan@dfwairport.com**

#### **Mail or Deliver Complete Bid Package in Duplicate To:**

**Procurement and Materials Management**  
**DFW International Airport**  
**Delivery Address: 3122 East 30th Street (Carbon Road)**  
**Mail Address: P.O. Box 619428**  
**Dallas, TX 75261-9428**

**A Pre-Bid Conference  Will Be Held /  Will Not Be Held.**

**Date and Time: October 27, 2009, 10:00a.m.**

**Location: P&MM Conference Room**

# 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: 7005225

Bid / Proposal Name: Operations and Maintenance of Multi-Phase Extraction Remediation Systems

Due Date and Time: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

# NO BID/PROPOSAL INFORMATION FORM

SOLICITATION NO. 7005225

SOLICITATION TITLE: Operations and Maintenance of Multi-Phase Extraction Remediation Systems

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

**Dallas/Fort Worth International Airport Board**  
**Fax: 972-973-5601 / Email: edunagan@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: \_\_\_\_\_ FAX Number: \_\_\_\_\_

or

Email: \_\_\_\_\_

## **TABLE OF CONTENTS**

---

### **BIDDING INSTRUCTION AND REQUIREMENTS**

- 1 *Contact Information*
- 2 *Pre-Bid Conference*
- 3 *Addenda*
- 4 *Disadvantaged / Minority / Women Business Enterprises*
- 5 *Bid Preparation*
- 6 *Submittal of Bids*
- 7 *Public Bid Opening / Evaluation of Bids*
- 8 *Bid Award*
- 9 *Contract With The Board*
- 10 *Determination of Non-Responsible Bidder*
- 11 *Determination of Non-Responsive Bid*
- 12 *Rejection of Bids*
- 13 *Withdrawing Bids*

### **SPECIFICATIONS / SCOPE OF WORK**

- 1 *General Overview*
- 2 *Specifications / Scope of Work*
- 3 *Bidder Qualifications*
- 4 *Bid Evaluation*

### **SPECIAL PROVISIONS**

- 1 *Airport Security*
- 2 *Bonding Provisions*
- 3 *Contract Term*
- 4 *Environmental and Safety*
- 5 *Insurance*
- 6 *Disadvantaged / Minority / Women Business Enterprise (DMWBE)*
- 7 *Reimbursable Expense*

### **GENERAL TERMS AND CONDITIONS**

- 1 *Assignment*
- 2 *Board's Right to Inspect and Audit*
- 3 *Changes In Contract*
- 4 *Character of Workers, Method, and Equipment*
- 5 *Code of Business Ethics*
- 6 *Compliance With Laws*
- 7 *Confidential or Proprietary Information*
- 8 *Contract*
- 9 *Contractor Responsibilities / Performance of Work*
- 10 *Deliveries of Product(s)*
- 11 *Delivery Location*
- 12 *Delivery / Performance of Services*
- 13 *Dispute Resolution*
- 14 *Financial Interest*
- 15 *Fiscal Year Funding*
- 16 *Force Majeure*
- 17 *Indemnification and Hold Harmless*
- 18 *Independent Contractor*
- 19 *Jurisdiction*
- 20 *Disadvantaged / Minority/ Women Business Enterprise Participation*

- 21 *New Materials*
- 22 *Non-Discrimination*
- 23 *Notice of Delays*
- 24 *Personal Liability of Public Officials*
- 25 *Protection and Restoration of Property*
- 26 *Public Convenience and Safety*
- 27 *Severability*
- 28 *Subletting of Contract*
- 29 *Tax Exemption Status*
- 30 *Temporary Suspension of Work*
- 31 *Termination of Contract: Default and Remedies*
- 32 *Termination of Contract For Board Convenience*
- 33 *Terms of Payments*
- 34 *Third-Party Beneficiary Clause*
- 35 *Warranty Information*

**BID RESPONSE FORMS**

- 1 *Bid Pricing*
- 2 *Cooperative Purchasing Provisions*
- 3 *Business Disclosure Form*
- 4 *Organizational Summary Information*
- 5 *Workforce Composition Form*
- 6 *Schedule of Subcontractors*
- 7 *Intent to Perform/Contract as a Subcontractor*
- 8 *Bid Endorsement Form*

## **BID INSTRUCTIONS AND REQUIREMENTS**

---

A Bid is requested by the Dallas/Fort Worth International Airport Board (herein called Board). The Board will accept separate sealed bids until the deadline for bid submittal. Bids received will be publicly opened and read aloud at the time and location indicated in this Request for Bid (Solicitation).

## 1 CONTACT INFORMATION

It is the Bidder's responsibility to obtain clarification of any information contained herein. Bidders 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 Bid. The Solicitation Number must be referenced in all correspondence pertaining to this solicitation. Bidder contact with Board personnel other than designated Airport Board Solicitation Contact may be cause for bid rejection.

## 2 PRE-BID CONFERENCE

- 2.1 If a Pre-Bid conference is held, it shall be held at the time, date and place identified on the Cover of this Request for Bid and shall be open to all interested parties for the purpose of discussing the requirements of the solicitation and/or to inspect the location where Work is to be performed. All Prospective Bidders are strongly encouraged to attend.
- 2.2 Bidders that do not attend may be required to provide additional information or documentation to validate that they fully understand the Board's requirements.
- 2.3 It is the responsibility of the Bidder to fully understand the scope of work and the conditions under which Work is to be performed. Failure to attend a Pre-Bid conference shall not relieve a Bidder from full performance of any Contract awarded to the satisfaction of the Board.

## 3 ADDENDA

- 3.1 The Board may, at its sole discretion, elect to issue changes or clarifications to the Bid 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-Bid 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 Bidders and posted on the Board's website ([www.dfwairport.com](http://www.dfwairport.com)) prior to the date and time of the Public Bid Opening.
- 3.2 It is the Bidder's responsibility to ensure receipt of any addenda issued. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the Bidder from any obligations under its Bid as submitted. The Bidder must sign all addenda and return them with their bid. All addenda shall become part of the Contract documents.

## 4 DISADVANTAGED / MINORITY / WOMEN BUSINESS ENTERPRISES (DMWBE)

- 4.1 The Board strongly encourages DMWBE (disadvantaged, minority, and/or women-owned business enterprise) firms to participate in this solicitation and encourages joint venture bids that include DMWBE firms.
- 4.2 Bidders are directed to review the Special Provisions and the related forms within this Solicitation document for specific goals and compliance requirements.

## 5 BID PREPARATION

- 5.1 Submittals: Bidder must submit **in duplicate** all Bid Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its Bid. Bidder's failure to include all submittals may be cause to consider a bid non-responsive.

5.1.1 Completing the Business Disclosure Form:

- List your entire legal business name on the form.
- If you are a corporation, limited partnership, limited liability partnership or limited liability company, your legal business name should include that designation or an abbreviation of that designation.
- If the mailing address is the same as the business address write, "same" in the space under mailing address. Do not copy the mailing address or leave blank.
- Under business structure, check only one box. The next section is filled out only if your company is a corporation.
- If your business is a corporation, check the box for profit or non-profit, and public or private. These boxes must be checked. If you are an S corporation, professional, parent-sub, or close mark the appropriate box as well.
- The state, month and year of your company's incorporation, registration or formation needs to be filled in. This is either the date you registered with the county clerk, or filed with the secretary of state.
- List the names of all owners or partners in the company who hold more than 10%. If the company is publicly owned, list the stock exchange it is traded on and the symbol. If your company is traded on a foreign exchange, name the foreign exchange it is traded on.
- Fill in names of Joint Venture owners if applicable.
- The percentage of ownership needs to be filled in unless the company is publicly traded. All of the owner's names (who own more than 10%) need to be listed with their corresponding percentages of ownership in this space. Please use whole or half numbers. If the owners' percentages listed do not equal to 100%, you may write: "all others own less than 10%."

5.2 Endorsing the Bid: An authorized officer of the Bidding Firm must sign the Bid. Signature of the Bid will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Bid Response Forms. Bidders that take exception to the Board's General Terms and Conditions, Special Provisions, and/or Specifications shall do so at the risk of bid rejection.

5.3 Bid Language / Currency: Bidders must submit their bid in the English language and bid pricing must be in Dollars of the United States of America.

5.4 Freight and Shipping: Bid 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.

5.5 Tax Exempt Status: Purchases by the 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.

5.6 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, Bidder must note the difference on the Bid Response Form and attach a document that details the exception(s) to specifications. Failure of the Bidder to make the required acknowledgements may cause the bid 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 Bidder has purported it to be in its Bid, said Successful Bidder will be required to correct any deficiencies without additional cost to the Board.

5.7 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. Unless specified "no substitute" in the Solicitation Specifications/Scope of Work,

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. Unless specified "no substitute" in the Solicitation Specifications/Scope of Work, other makes and models (alternate products) may be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.

- 5.7.1 Bidders offering alternate products must clearly identify said products in their bids. Product equality shall be determined solely by the Board based on comparison of all material respects to the brand name products referenced solely by the Board to be equal in all material respects to the brand name products referenced.
- 5.7.2 Bidders must submit with their Bid, complete manufacturer's descriptive literature and identification of the product being offered.
- 5.7.3 Bidders proposing alternate products 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 Bidder's expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Board.
- 5.7.4 Unless the Bidder clearly indicates in its bid that it is offering an alternate product, its bid shall be considered as offering the brand name and product model referenced.
- 5.8 Alternate Bids: Alternate bids will be considered only if the Bidder submits a separate bid based on the specifications provided in this Solicitation. Alternate bids must be clearly labeled as such. All alternate bids must detail any product, service or performance modifications proposed in the alternate bid. The Board reserves the sole right to accept or reject an alternate bid.
- 5.9 Confidential or Proprietary Markings: Any portion of the Bid that Bidder considers confidential or proprietary information, or to contain trade secrets of Bidder 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 SUBMITTAL OF BIDS

- 6.1 **The Board will accept bids no later than the Deadline for Bid Submittal in hard copy form based on the following criteria. The Board will not consider late bids under any circumstances.**
- 6.1.1 Bids must be signed, sealed and delivered to the Board's Procurement and Material Management (PMM) Offices. Unsigned, unsealed or late bids will not be considered. Bids submitted by email or facsimile will not be considered. The Bid submittal must be clearly marked with the Solicitation Number, Bid Opening Date and Time and addressed to the attention of the PMM Department.
- 6.2 Bid Bond: If a Bid Bond is required, details will be included in the Special Provisions of this Solicitation. Bidder will be required to submit the original copy of any Bid Bond required with the Hard Copy Bid or otherwise deliver it to the PMM Office prior to the deadline for Bid Submittal. Bid Bonds must be delivered in a sealed envelope bearing the Solicitation Number and Bid Opening Date and Time.

## 7 PUBLIC BID OPENING / EVALUATION OF BIDS

- 7.1 The Board will open all bids properly received in a public meeting and read the bids aloud. The

meeting location (identified on the cover page of this Request for Bid) is accessible. Requests for special accommodations or interpretive services must be made 48 hours prior to meeting by calling 972-973-5600 or faxing 972-973-5601.

- 7.2 The Board will tabulate bids based on the unit prices bid and quantities shown in the bid or based on a predetermined group of items selected for evaluation purposes. In the case of conflict between unit prices and extended prices, unit prices shall prevail.
- 7.3 Bid tabulations will be placed on the Board's website after Airport Board approval of award.
- 7.4 Bids submitted shall be final and are not negotiable; therefore, Bidder must provide their best and final pricing in their bid response.
- 7.5 The Board reserves the right to require additional information from any or all Bidders 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 Bidder's performance, and/or (c) to determine the accuracy of the bid information. As part of said investigations, the Board may interview and/or visit companies or public entities listed as references.
- 7.6 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.
- 7.7 Except in the case(s) of one or more "tie bids", terms of payment, as offered by the Bidder, will not be considered by the Board for determining the most responsive bid. Bidders stated terms of payment, however, may be used as a guide in determining the method and timeliness of payment to the Bidder by the Board, following successful delivery and/or completion of services, as specified herein.
- 7.8 In the event of a tie bid, where bid price, responsiveness, responsibility and all other factors are equal, as solely determined by the Board, the Tie Bidders will be notified and invited to attend a meeting where the tie will be broken by drawing lots.

## 8 BID AWARD

If a Contract is awarded as a result of this Solicitation, it will be made by the Board to the lowest responsive and responsible Bidder(s) meeting the requirements of the Board, and will be made within ninety (90) days after the opening of the bid. The Board reserves the right to make multiple awards if deemed in its best interest to do so.

## 9 CONTRACT WITH THE BOARD

- 9.1 A bid, when accepted by the Board will constitute a Contract between the Board and the Successful Bidder. 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 constitute a legal contract equally binding between the Successful Bidder and the Board. After bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.
- 9.2 Bidder 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.
- 9.3 Bidder 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.
- 9.4 Bidder 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.

## 10 DETERMINATION OF NON-RESPONSIBLE BIDDER

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

- 10.1 Reason for believing collusion exists among the Bidders.
- 10.2 Where the Bidder, 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.
- 10.3 The Bidder being in arrears on any existing Contract or having defaulted on a previous Contract.
- 10.4 Lack of competency, in the judgment of the Board, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- 10.5 Uncompleted work that, in the judgment of the Board, will prevent or hinder the prompt completion of additional work if awarded.
- 10.6 Where the Bidder, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.
- 10.7 Where a Bidder 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.
- 10.8 Where a Bidder, its subcontractor, or individual officer/principal of the bidder or subcontractor is under criminal indictment or been convicted of a criminal offense.

## 11 DETERMINATION OF NON-RESPONSIVE BID

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

- 11.1 The Bid shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind, in the sole determination of the Board.
- 11.2 Bid received after the time limit for receiving bids.
- 11.3 Bid was not signed.
- 11.4 Unbalanced value of any items.
- 11.5 Improper or insufficient bid guaranty, if required.
- 11.6 Bid did not meet specifications.
- 11.7 Bid did not contain all requested/required documents, submittals and /or samples.

## 12 REJECTION OF BIDS

- 12.1 The Board will automatically reject any Bid that is submitted after the Deadline for Bid Submittal, and return it unopened.
- 12.2 Until a Contract is executed, the Board reserves the right to reject any or all bids, 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.

### 13 WITHDRAWING BIDS

Bids submitted to the Board cannot be withdrawn prior to the Deadline for Bid Submittal. Request for non-consideration of bids must be made in writing to the Vice President of Procurement and Materials Management and received by the Board prior to the Deadline for Bid Submittal. After other bids are opened and publicly read, a bid for which non-consideration is properly requested may be returned unopened. A bid may not be withdrawn after the bids have been opened, and the Bidder, by submitting a bid, warrants and guarantees that the bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

### **END OF BID INSTRUCTIONS AND REQUIREMENTS**

## **SPECIFICATIONS / SCOPE OF WORK**

---

### **1 GENERAL OVERVIEW**

- 1.1 This is a general multi-year contract for services for the Dallas/Fort Worth International Airport (DFW Airport) Board, meeting the following requirements.
- 1.2 These services shall be provided on the contracted frequency, unless unforeseen maintenance of the remediation systems and/or regulatory guidance from government agencies increase or decrease the frequency of contracted services.
- 1.3 Most of the work will be performed on the Airfield Operations Areas (AOA) and, therefore, AOA procedural requirements shall be strictly adhered to by the contractor.
- 1.4 The following Specifications/Scope of Work section describes proposed services to be provided by the Operations and Maintenance (O&M) Contractor on each of the two Multi Phase Extraction (MPE) groundwater remediation systems and additional proposed task. These Response Action objectives (RAO) address management and removal of phase separated hydrocarbons (PSH) from groundwater under the Central Terminal Area (CTA) at DFW Airport, Texas. These remedial efforts are performed as part of an Agreement between DFW Airport and the Texas Commission on Environmental Quality's (TCEQ) corrective action program (Agreed Order No.1999-1171-MLM-E) for on-site remediation of Jet A fuel (only) in the CTA.

### **2 SPECIFICATIONS / SCOPE OF WORK**

#### **2.1 System Maintenance**

The proposal is to assume that 1000 total hours will be required for maintenance on both MPE systems for a period of one year; however, actual hours spent may be more or less and the O&M Contractor will be reimbursed accordingly.

##### **2.1.1 Routine Maintenance**

The O&M Contractor is responsible for all MPE system maintenance in accordance with the specifications outlined in the equipment O&M Manuals provided by the Equipment Vendor. Typical maintenance items may include, but not limited to the following:

- 2.1.1.1 Periodically drain the water that has accumulated at low spots in extraction lines
- 2.1.1.2 Check for leaks in water and Light Nonaqueous Phase Liquid (LNAPL) lines
- 2.1.1.3 Check operation of remote monitoring system and all transducers and level detectors
- 2.1.1.4 Check volume of seal oil in liquid ring vacuum pumps
- 2.1.1.5 Adjust seal oil recirculation pressure to manufactures specified levels
- 2.1.1.6 Monitor element for pressure on seal oil tank for Liquid Ring Pumps (LRPs) and replace when necessary
- 2.1.1.7 Clean inlet screens on seal oil recirculation pumps according to the manufacturer's recommendations
- 2.1.1.8 Regrease blower assembly per manufacturer's specifications
- 2.1.1.9 Based on operating hours and manufacturer's instructions, regrease bearings and change any oil as needed
- 2.1.1.10 Periodically check and clean particulate filters on intake points or change when pressure drop becomes too great
- 2.1.1.11 Check extraction wells monthly for build-up and check vaults for short-circuiting
- 2.1.1.12 Check the oil/water separator and clean as needed. Replace coalescing media per manufacturer's instructions as required
- 2.1.1.13 Check free product accumulation and water level in the air stripper , drain and clean per manufacturer's instructions
- 2.1.1.14 Acid wash air/water separator and air/stripper as needed

- 2.1.1.15 Dispose of any wastes according to Section 2.6
- 2.1.1.16 Report permit exceedances to the Environmental Affairs Department (EAD) and shut down systems until issues are addressed.
- 2.1.2 The granular activated carbon canisters require routine maintenance. Per the PI-7 permit the O&M contractor must perform the following: VOC concentrations will be monitored at the initial canister with a Photo-ionization detector (PID) meter; or equivalent meter, on a weekly basis.
- 2.1.3 The groundwater polishing components for organoclay require monitoring to insure that the groundwater effluent requirements are maintained. The O&M contractor must perform the following maintenance test:
  - 2.1.3.1 Monitor pressure at inlet of each vessel during pumping events to insure that pressure is less than 10% of pressure limit for vessels
  - 2.1.3.2 When commissioning new organoclay, fill vessels with clean water and allow to soak for a minimum of 8 hours prior to incorporation into the system process

## 2.2 Non-Routine Maintenance

The O&M contractor is responsible for non-routine maintenance, which is performed on an as needed basis. Examples of non-routine maintenance include eliminating biofouling in the systems, well cover/vault cover replacement and maintaining painted identifiers at monitoring wells and remediation wells.

- 2.2.1 If significant fouling is discovered with the treatment system, an acid wash may be performed. All cleaning procedures shall be followed according to manufacturer specifications and any acid neutralization shall be performed prior to discharge.
- 2.2.2 Muriatic acid would be added to the air stripper chambers via clean out ports that come prefabricated in the stripper for scale control. The acid solution strength is adjusted in order to sufficiently dissolve iron or calcium scaling observed in the air stripper trays.
- 2.2.3 O&M Contractor will be responsible for replacing well covers and well vaults if damaged by AOA activity.
- 2.2.4 Perimeter monitoring wells and remediation well markers should be clearly visible. If paint used to mark the well identifiers weathers, it is the responsible of the O&M contract to repaint (spray paint) the markers so they are clearly visible.

## 2.3 System Operation

- 2.3.1 Under the current remedial systems design, the control system will record extensive information regarding the operation of the system at a frequency controlled by the O&M Contractor to meet their needs. The following is a partial list of those parameters monitored by the control system:
  - 2.3.1.1 Fluid knockout tank – fluid level
  - 2.3.1.2 Transfer pumps and blowers – run time, flow rate, pressure
  - 2.3.1.3 Oil-water separator – fluid level
  - 2.3.1.4 Product tank – fluid level
  - 2.3.1.5 Vapor Phase Carbon adsorption system – flow prior
  - 2.3.1.6 Bag filters – pressure prior, flow after
  - 2.3.1.7 Air stripper – pressure prior and after, pressure, fluid level
- 2.3.2 Periodic maintenance and site inspection shall be conducted at least once weekly to comply with the PI-7 air discharge required sampling schedule and to provide the information needed to monitor remediation progress.
- 2.3.3 On a weekly basis (unless specified) the O&M Contractor will assure all equipment, blowers, pumps, level switches/probes, flow switches and flow meters are checked/reliable for operation. The following is a partial list of the data that shall be collected manually by the O&M Contractor.

It is the O&M Contractor's responsibility to collect all data necessary for proper operation of the systems.

- 2.3.3.1 Extraction wells (15 at the Terminal B system and 27 at the Terminal C system)
  - A. Vacuum gauge readings at the wellhead and drop pipe monthly
  - B. Vacuum gauge readings weekly at the manifold
  - C. Depth to water and product levels on a quarterly basis
  - D. Radius of influence readings on a monthly basis
  - E. Stinger Pipe Depth
  
- 2.3.3.2 Monitoring wells (17 at the Terminal B system and 24 at the Terminal C system)
  - A. Depth to water and product levels on a quarterly basis
  - B. Vacuum measurements on a quarterly basis
  
- 2.3.3.3 Liquid ring pump (Pump #1 and #2)
  - A. Vacuum at blower and tank on a weekly basis
  - B. Oil temperature on a weekly basis
  - C. Return (psi)
  - D. Element (psi)
  - E. Oil Level
  - F. LRP Oil Pressure (psi)
  
- 2.3.3.4 Air Water Separator Tank Vacuum
  - A. Analog
  - B. Digital
  
- 2.3.3.5 Groundwater Polishing
  - A. Organoclay inlet (psi)
  - B. OWS Bag Filter
  
- 2.3.3.6 Product tank
  - A. Depth to Product
  - B. Depth to Water
  - C. Product thickness
  
- 2.3.3.7 Process Flow Rate
  - A. SVE Only
  - B. Combined
  - C. Total (CF)
  
- 2.3.3.8 Air Stripper
  - Blower Pressure (in H<sub>2</sub>O)
  
- 2.3.3.9 Vapor Process Readings
  - A. Temp (F), Velocity (fpm), PID (ppmv), Pressure (in H<sub>2</sub>O)
  - B. Collect readings on Pre-heat exchanger, Post-heat exchanger, Pre-Carbon, Mid-Carbon, Post-Carbon (Effluent)
  
- 2.3.3.10 Air Water Separator Transfer Pump
  - A. Totalizer (gal)
  - B. Flow Rate (gpm)
  - C. Pressure (psi)
  
- 2.3.3.11 Oil Water Separator Transfer Pump
  - A. Totalizer (gal)
  - B. Flow Rate (gpm)
  - C. Pressure Analog (psi)

D. Pressure Digital (psi)

2.3.3.12 Air Stripper Transfer Pump

- A. Totalizer (gal)
- B. Flow Rate (gpm)
- C. Pressure Analog (psi)
- D. Pressure Digital (psi)

2.3.3.13 Run Times

LRP#1 Controller (hrs), LRP #2 Controller (hrs), AWS Pump (hrs), OWS Pump (hrs), AS Pump (hrs), LRP #1 Analog hrs, LRP Analog hrs, Chemical Feed Pump (hrs), AS Blower (hrs), Heat Exchanger (hrs)

2.3.4 The MPE systems are extensively monitored by the control system and the operator can remotely access the control system to review the operation of the system, however, data should still be recorded manually during site visits on a field inspection form or notebook.

2.3.5 The O&M Contractor will be provided the following tools:

One set of tools necessary for the assembly, adjustment, and routine maintenance of the equipment in a labeled toolbox currently located at the MPE systems.

2.3.6 The O&M Contractor is responsible for maintaining an inventory of the spare parts provided in the following table as required for the proper operation and maintenance of the MPE systems.

**Spare Parts List**

Estimated Parts List							
Component	Manufacturer	Model #	Serial #	Remarks	Part #	Type	QTY
<b>Terminal B Systems</b>							
LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Vmaxol Standard Oil(Seal Oil) 60 gal	5220-0050-000	5 Gal	18
LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Drive Belts	Gates 5VX900	Ea	8
LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Discharge Separator Filter Elements	6300-0324-002	Ea	32
LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Silencer Filter Element	2924-0195-001	Ea	2
LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Mechanical Seal	6220-0075-000	Ea	2
LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Front Bearing	0440-0313-000	Ea	1
LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Front Bearing	1502-6001-000	Ea	1
OWS	Hydro-Quip	AGM-2SS-73V-1H	61458	Coalescing Media 8cf	na	CF	8
Fiser Flange Seal	McMaster.com	na	na	Graphite/Buna-N Flange Gasket Full Face 4" Pipe, 4-12" ID, 9" OD	93245K81	ea	45
<b>Terminal C Systems</b>							
LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Vmaxol Standard Oil(Seal Oil) 60 gal	5220-0050-000	5 Gal	22
LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Drive Belts	Gates 5VX900	Ea	8

LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Discharge Separator Filter Elements	6300-0324-002	Ea	48
LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Silencer Filter Element	2924-0195-001	Ea	2
LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Mechanical Seal	6220-0075-000	Ea	2
LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Front Bearing	0440-0313-000	Ea	1
LRP #1/#2	Dekker	VMX0753KA-20	G18108/G18109	Front Bearing	1502-6001-000	Ea	1
OWS	Hydro-Quip	AGM-2SS-73V-1H	61458	Coalescing Media 8cf	na	CF	12
Fiser Flange Seal	McMaster.com	na	na	Graphite/Buna-N Flange Gasket Full Face 4" Pipe, 4-12" ID, 9" OD	93245K81	ea	78

Terminal B and C System O&M FY2008-2009							
Carter Equipment				Repair of LRP Seal			1
TP-101 Pump	Master Pumps	na	na	Moyno pump rebuild		ea	2
In-line Air Filter	Solberg	na	na	Filter, Air, 6" FNPT-1100 SCFM/ 2 per box	CT-275P-60C	ea	8
In-line Air Filter	Solberg	na	na	O-ring, Silicone red, 15.75" dia	CT275VSVI	ea	8
OWS Bag Filter Assy	Rosedale	LC08-30-2P	na	100 micoron 50/case	PE-100-p12-S	ea	50
AWS Bag Filter Assy	Rosedale	LC08-30-2P	na	25 micron 50/case	PE-25-P12S-H	ea	50
Bag Filter Assy's	Rosedale		na	Cover Seal	BLCOCG-B	ea	8
Vacuum Gauges	McMaster.com	38545K16	na	Vacuum Gauge, 0-30"hg 2.5" dia	3854K16	ea	20
Pressure Gauges	McMaster.com	4053K15	na	Pressure Gauge 0-60 PSI	4053K15	ea	20
Tedlar Bags	Farr West Env	na	na	10 per box	na	box	12
Well Caps			na	6" White Threaded Well Seals		ea	8
Stinger			na	PVC 1 1/2" and Fittings			1
Grease	NAPA Auto		na	grease for bearings		PKG	1
KO Flange Seal	4 Star		na			ea	4
Y-Strainer Gaskets	4 Star					ea	41
Riser Valves	McMaster.com	na	na	Bronze Ball Valve with Standard Port 4" NPT Female x 4" NPT Female	4726K45	ea	6
Misc Supplies	Various replacement parts, bolts, etc....						
Misc Cleaning Supp.	Various cleaning supplies, gloves, etc.....						
Misc hoses/tubing/valves/camloc's	Various replacement hoses and parts						

## 2.4 System Optimization

2.4.1 The system optimization is considered part of O&M associated with the remedial systems. The O&M Contractor is responsible for operating the system in such a way that the recovery of LNAPL is optimized efficiently and effectively.

2.4.1.1 Adjust the vacuum applied to each well, adjusting the drop pipe, changing to pulsed or intermittent extraction, etc.

- 2.4.1.2 System optimization also includes making decisions regarding the operation of the system such as changing from LNAPL recovery to vapor recovery or bioventing.
- 2.4.1.3 Collect data that accurately delineates the plume for optimization decisions.
- 2.4.1.4 Any optimization decisions that include pulsed operation, removing extraction wells from the program, or switching from LNAPL to vapor recovery will be coordinated with EAD for approval prior to implementation.
- 2.4.1.5 Modifications to the remedial systems are considered out of scope items. If the O&M Contractor recommends modifications to the systems, a separate proposal, including rationale for the changes will be submitted to EAD for consideration.

**2.5 Monitoring, Sampling, and Analysis**

- 2.5.1 Perimeter monitoring wells and extraction wells will be gauged on a quarterly basis to determine the impact the remediation systems are having on the plumes at Gates B6 through B9 and Gates C33 through C37.
  - 2.5.1.1 At Gates B6 through B9, 17 monitoring wells and 15 extraction wells will be gauged.
  - 2.5.1.2 At Gates C33 through C37, 24 monitoring wells and 27 extraction wells will be gauged.
  - 2.5.1.3 Sampling is not required as the purpose of the remedial systems is to address LNAPL.
- 2.5.2 The influent and effluent associated with the MPE groundwater treatment system shall be sampled to track removal rates in groundwater. During normal operations, the influent and effluent will be sampled on a monthly basis. The sampling locations include:
  - 2.5.2.1 After the oil-water separator
  - 2.5.2.2 After the air stripper
  - 2.5.2.3 After the organo-clay filter
- 2.5.3. Grab samples from the MPE groundwater treatment systems will be analyzed for the following parameters:
  - 2.5.3.1 TPH by TX Method 1005
  - 2.5.3.2 BTEX by EPA Method 8021B
- 2.5.3 These analytical results will be used by the O&M Contractor to evaluate system performance and estimate mass removal rates in groundwater.
- 2.5.4 Treated groundwater will be released to DFW Airport's sanitary sewer system under the Airport's Wastewater Permit with the TRA.
  - 2.5.4.1 The wastewater effluent shall be sampled for the above parameters at intervals of no less than once every quarter.
  - 2.5.4.2 The Permit Ordinance requires that the following limits are met.

**TRA Wastewater Discharge Limits**

Parameter	Analytical Method	Maximum Allowable Concentration (mg/L)
Arsenic	EPA 200	0.2
Cadmium	EPA 200	0.1
Chromium	EPA 200	2.9
Copper	EPA 200	2.3
Cyanide	EPA 335.1/335.3	0.5
Lead	EPA 200	0.9

Parameter	Analytical Method	Maximum Allowable Concentration (mg/L)
Mercury	EPA 200	0.0004
Nickel	EPA 200	4.6
Selenium	EPA 200	0.2
Silver	EPA 200	0.8
Zinc	EPA 200	8.0
Molybdenum	EPA 200	0.8
Oil and Grease	EPA 1664	200
Total Toxic Organics (see Attachment 6)	EPA 624 (VOCs) EPA 625 (SVOCs)	2.13

2.5.4.3 If the Trinity River Authority (TRA) wastewater discharge limits are exceeded the appropriate corrective action shall be taken by the O&M Contractor. Also, if these limits are exceeded the system must be immediately shut down and EAD must be notified.

2.5.5 The carbon adsorption system influent and effluent will be sampled to track removal rates in air. During normal operations the influent and effluent will be sampled on a monthly basis. The sampling points are as follows:

2.5.4.1 LRP combined discharge (for estimation of hydrocarbons recovered in extraction system) Influent to the first canister (for estimation of hydrocarbons recovered by combined extraction and air/stripper systems)

2.5.4.2 Between canisters

2.5.4.3 Effluent from the final canister

2.5.4.4 The sampling point for the influent should be following the heat exchanger, and the secondary air/water separator.

2.5.6 The grab air samples from both systems will be analyzed for the following parameters:

2.5.6.1 TPH by TO3

2.5.6.2 BTEX by TO3

2.5.7.2 If the emission limits are exceeded, appropriate corrective action must be taken by the O&M Contractor. In addition, EAD must be notified and the system must be immediately shut down. The treated air must meet the following limits.

**Air Emission Limits**

Parameter	Analytical Method	Maximum Allowable Concentration (lb/hr)
Benzene	TO3	0.0071
TPH	TO3	1.0

2.5.8 Carbon Adsorption System Breakthrough Per the PI-7 Permit, the granular activated carbon will be monitored weekly using a PID at the outlet of the initial canister, but before the inlet to the second or polishing canister. The purpose of this sampling is to monitor the potential for breakthrough defined as 100 ppmv VOCs.

2.5.8.1 If a PID reading reaches 50ppmv for VOCs, EAD should be notified so preparation for carbon filter change out can be discussed.

2.5.8.2 If breakthrough is detected with a PID, the systems should be immediately shut down and EAD notified.

## 2.6 Disposal of Wastes

- 2.6.1 The O&M contractor is responsible for disposal of free product, wastewater, organoclay, filters, filter bags and carbon canisters as outlined below. The O&M contractor will coordinate disposal/recycling facilities to be used with EAD prior to disposal.
- 2.6.2 The O&M Contractor is responsible for off-site disposal of all free product generated during the operation of the remedial systems and mobile extraction events. This includes removal from the free product tank, transportation to the recycling facility, and any fees associated with the recycling.
  - 2.6.2.1 The free product will be taken to a facility that can recycle the petroleum hydrocarbon.
  - 2.6.2.2 The O&M Contractor is also responsible for any waste profiling that is required for disposal/recycling.
  - 2.6.2.3 A representative of EAD will retain all original manifests.
  - 2.6.2.4 For bidding purposes, it is assumed that a total of 1,000 gallons of free product material will require recycling per year.

- 2.6.3 The O&M Contractor is responsible for the disposal of any water collected from the system (i.e. from draining the oil/water separator and product tank during routine system cleaning, draining of header lines and well vaults, etc.).

For bidding purposes, it is assumed that 6,000 gallons of wastewater will require disposal per year for the MPE systems O&M

- 2.6.4 The O&M contractor is responsible for the disposal of wastewater generated during mobile extraction events in the Central Terminal Area (CTA).
  - 2.6.4.1 The wastewater shall be disposed of off-site at an EAD-approved facility.
  - 2.6.4.2 A representative of EAD will retain all original manifests.
  - 2.6.4.3 An estimated 30,000 gallons of wastewater will be generated per year during mobile extraction events and require disposal at an off-site EAD-approved facility.

- 2.6.5 The O&M Contractor is responsible for the disposal of spent carbon as necessary.
  - 2.6.5.1 O&M Contractor shall recycle the spent carbon with a vapor phase carbon manufacturer.
  - 2.6.5.2 The O&M Contractor is responsible for all transportation and disposal costs.
  - 2.6.5.3 The O&M Contractor is also responsible for any waste profiling that is required for disposal.
  - 2.6.5.4 A representative of EAD will sign all manifests.

For bidding purposes, it is assumed that the carbon vessels will require disposal/off-site regeneration one time per year for a total of 4 vessels being disposed/regenerated (2 vessels per system).

## 2.7 Reporting, Plans and Manuals

- 2.7.1 The O&M Contractor will be provided with an EAD approved O&M Manual for the MPE systems. The O&M Manual will address routine procedures for operation, maintenance, sampling, analysis, and system modification, as well as non-routine activities such as troubleshooting and shutdown.
- 2.7.2 The O&M Contractor will be provided with an EAD approved Sampling and Analysis Plan for monthly and quarterly sampling of the MPE systems. The Sampling and Analysis Plan will address issues such as sampling methods, method of sample collection and preservation, sample handling, chain of custody documentation, sample analysis, and data quality objectives.
  - 2.7.2.1 Addendums to the Sampling and Analysis Plan can also be prepared and submitted to EAD for approval if changes are desired. Such changes may include frequency of gauging activities, etc.

Changes to the system or operations of the system, such as changing from LNAPL recovery to bioventing, should also be reflected in an Addendum to the Sampling and Analysis Plan.

- 2.7.3 The O&M Contractor is required to submit a Site Health and Safety Plan to EAD for approval prior to beginning work at DFW Airport. The Site Health and Safety Plan should address such issues as chemical exposure, safety around equipment, safety on the AOA and confined space entry protocol.
- 2.7.4 The O&M Contractor must submit a Spill Response Plan for both systems and mobile extraction events to EAD for approval prior to beginning work at DFW Airport.
  - 2.7.4.1 The Spill Response Plan should describe the site, containment and countermeasures that will be provided in the event of a release.
  - 2.7.4.2 The Spill Response Plan should also address such issues as how a spill would be responded to, 24 hour contact list, spill response materials to remain on-site and or transported to the site, responsibilities, waste disposal and reporting requirements.
  - 2.7.4.3 EAD shall be immediately notified about all reportable spills for discussion of corrective action, review and reporting protocol to the responsible regulatory agency.
- 2.7.5 The O&M Contractor shall create a form to provide to EAD on a biweekly basis that includes the information outlined below.
  - 2.7.5.1 The Biweekly Reporting Form shall be provided in a brief, e-mail format to EAD the 15<sup>th</sup> and 30<sup>th</sup> of every month and include the following information for the previous weeks:
    - A. Hydrocarbon recovery achieved during past operating period and to date
    - B. System runtime over the reporting period (based on the period of operation and actual hours recorded from the system)
    - C. Brief summary of activities performed
    - D. Brief summary of difficulties encountered and corrective actions taken
- 2.7.6 The O&M Contractor shall provide a Monthly Report to EAD on the first full week, Friday of every month. Four times a year the Monthly Report will be substituted with the Quarterly Report (see below). The Monthly Report shall include the following:
  - 2.7.6.1 Extraction and monitoring well gauging data
  - 2.7.6.2 Total elapsed time that pumps and blowers were operated
  - 2.7.6.3 Pressure and vacuum measurements in equipment and wells
  - 2.7.6.4 Summary of groundwater and gas effluent monitoring
  - 2.7.6.5 Reasons for shutdowns and any other difficulties and corrective action taken
- 2.7.7 The O&M Contractor must prepare a Quarterly Report and report all data and observations developed during the quarter. The Quarterly Report shall be provided to EAD at least 30 days following completion of the quarter and receipt of all analytical data for the quarter. The Quarterly Report shall include the following:
  - 2.7.7.1 Table of all extraction and monitoring well gauging data for the quarter and discussion of any trends
  - 2.7.7.2 Table of all extraction and monitoring well sampling data for the quarter and discussion of any trends
  - 2.7.7.3 Results of equipment performance checks
  - 2.7.7.4 Total elapsed time that pumps and blowers were operated
  - 2.7.7.5 Pressure and vacuum measurements in equipment
  - 2.7.7.6 Pressure and vacuum measurements in recovery wells and monitoring wells
  - 2.7.7.7 Flow rates and total cumulative volumes of extracted gas, water, and LNAPL
  - 2.7.7.8 Calculations of contaminant mass recovered
  - 2.7.7.9 Samples collected and analytical results obtained for influent and effluent groundwater and gas

- 2.7.7.10 Laboratory data packages and data usability summaries for all analytical data from the quarter
  - 2.7.7.11 Waste characterization and disposition information along with copies of all waste characterization sample analytical reports, data usability studies, and waste manifests.
  - 2.7.7.12 Reasons for shutdowns and any other difficulties encountered and corrective action taken
  - 2.7.7.13 Lessons learned and recommendations for future operation and optimization
- 2.7.8 The O&M Contractor is not responsible for annual reports submitted to TCEQ for the Agreed Order No. 1999-1171-MLM-E. However, the O&M Contractor is responsible for supplying any and all necessary information to EAD to aid in preparation of the required TRRP reports. Most of the information will be provided in the Bi-weekly, Monthly and Quarterly reports. On an as needed basis, additional information or clarification of field procedures may be required.

## **2.8 Additional Scoped Task**

### **2.8.2 Storm Sewer Joint Inspections**

2.8.2.1 The O&M contractor will be responsible for entering and inspecting the storm sewer reinforced concrete pipe (RCP) lines at Terminals A, B, C and E on a quarterly basis for potential jet fuel infiltration. The quarterly inspections are part of DFW Airport's Agreed Order Response Action Plan (RAP).

2.8.2.1.1 During each inspection, the inspection team will enter the storm drain through a designated storm sewer manhole on the Airfield Operations Area (AOA).

- A. Prior to entering the storm drain the team will take readings of the atmosphere inside the storm drain using a four-gas meter or equivalent.
- B. Readings of percent oxygen, hydrogen sulfide, carbon monoxide and lower explosive limit will be collected to determine that the atmosphere is safe and the inspection team can enter the storm drain.
- C. The procedures for confined space entry safety and monitoring will be outlined in the Site Health and Safety Plan summarized in (section 1.6.3).
- D. Each member of the inspection team shall be certified to enter a confined space.

2.8.2.1.2 Once inside the storm drain, the inspection team will document the condition of the pipe for cracks in joints were jet fuel infiltration is observed.

- A. During the inspection, the O&M contractor will inspect the entire length of the sealed areas plus a minimum of ten joints past the last seal on that section.
- B. The O&M contractor will be looking for visual evidence of fuel/water infiltration. The joints that have been designated as having infiltration are identified by observation of a sheen on infiltrated groundwater or by physically touching the seeping joint with a gloved hand and observing the liquid.
- C. Any liquid that can be considered fuel by sight, touch and/or smell will be recorded a fuel.
- D. The O&M contractor will be responsible for performing storm drain inspections on a quarterly basis and submitting the results within two weeks of inspections. Inspection reports will include observed infiltrations in a format which details joint location and quantity/type of infiltration inspected.
- E. The inspection report will also include recommendations for joints requiring sealing and joints/areas, which may require closer observation and sealing in the near future.

2.8.2.2 Repairs to existing sealed storm joints or sealing new joints are considered out of scope items. If sealing or repair is required as indicated in the quarterly inspection report, a separate proposal will be submitted to EAD including the quantity of joints to seal and the condition of joints needing repair/sealing. All joints will be sealed or repaired using EAD's specifications to perform repairs to existing sealed storm sewer joints.



### 2.8.3 Terminal E Trench Drain Inlet Inspections

2.8.3.1 The O&M contractor will be responsible for inspecting and draining a plug installed in a Terminal E Tunnel trench drain inlet.

- A. This task will be performed twice a year.
- B. Based on historically low concentrations of petroleum in stormwater discharged through the trench drain inlet, it is assumed that the water can be transported and disposed at DFW Airports IW collection system.
- C. This task will require a letter report of quantity of stormwater removed and estimated quantity of petroleum product, if any, that was removed.
- D. This letter report will be a submittal in the Agreed Order Annual Report.

### 2.8.4 Mobile Extraction Events

2.8.4.1 The O&M contractor will also be responsible for mobile extraction events of ten (10) plus groundwater monitoring wells located around Terminals A, B & C in the Central Terminal Area (CTA).

2.8.4.2 The extraction events will be performed bi-monthly or as needed using a mobile multiphase extraction (MPE) system with a liquid ring pump (LRP) that addresses both vapor and free phase product recovery from selected recovery and monitoring wells. The extraction unit will be used on recovery/monitoring wells that are not currently connected to a stationary MPE system.

2.8.4.3 All mobile extraction events will be performed as a seven (7) hour event, between 10:00pm & 5:00am. EAD or a specified Airport Board contractor will coordinate with the O&M contractor on the wells to address according to plume size, migration pathways or sufficient product thickness to requiring TRRP 32 NAPL management strategies.

2.8.4.4 All petroleum product recovered during the course of an extraction event will be disposed of off the airport by the contractor at a designated DFW Airport approved disposal facility as specified in Section (2.6).

2.8.4.5 Mobile Extraction Events consist of three primary task detailed below:

#### 2.8.4.5.1 Task 1: Field Work for Mobile Event

- A. Collect baseline water level measurements from wells to be extracted on.
- B. Grab samples will be collected from the collection tank at the beginning, mid-point and at the end of the event for TPH TX 1005. The O&M contractor will use the sample results to calculate the dissolved phase total petroleum hydrocarbons removed from the subsurface.
- C. Free product recovery will be estimated prior to the disposal of recovered fluids.
- D. Air samples will be collected at the influent of the oxidizer at a total of three TPH samples at intervals of 1 hour, 4 hours and 7 hours into the event. The air sampling data will be used by the O&M contractor to calculate vapor phase recovery. An additional air sample will be collected at the final emission point for both TPH and BTEX to verify compliance with the existing PI-7 permit.
- E. Vacuum fittings will be added to some of the surrounding wells during the event to collect radius of influence measurements.

#### 2.8.4.5.2 Task 2: Post Gauging Event

Approximately 3-4 weeks following the extraction event, a post-gauging event will be conducted to evaluate the effectiveness of the MDPE event.

#### 2.8.4.5.3 Task 3: Letter Report

- A. A letter report will be issued to EAD detailing the field efforts, gallons recovered by phase and rebound observed. In addition, the letter report will make recommendations about future recovery events.
- B. The letter report will be due two weeks after the post-gauging event.

### **3 QUALIFICATIONS AND EXPERIENCE**

#### **3.1 Experience**

- 3.1.1 There is no minimum on years of experience required for this contract; however, the contractor should have extensive experience with remediation technologies, regulatory guidance (TCEQ & EPA) as it pertains to groundwater and subsurface soil remediation, air/water sampling techniques and hydrogeology.
- 3.1.2 A firm applying for this contract will provide a bio or flow chart that describes management structure and support staff.
- 3.1.3 Documentation will be provided such as licenses, certifications or registrations that indicate that the potential O&M contractor possesses extensive experience in remediation technologies and soil/groundwater remediation. Examples of documentation can be, but are not limited to, Professional Engineer (PE), Professional Geoscientist (PG) or Corrective Action Project Manager (CAPM).

#### **3.2 Certifications and Licenses**

- 3.2.1 The contractor for the O&M remediation systems will possess the following certifications, registrations and licenses:
  - A. Confined Space Entry training
  - B. 40 hr Hazardous Waste General Site Worker or equivalent experience/training
  - C. Additional certifications such as Registered Environmental Manager or Certified Hazardous Materials Manager are not necessary, but can be used to detail the contractors work experience and qualifications
  - D. Valid Texas Drivers License for operating on the AOA.
- 3.2.2 The contractor shall produce documentation to evidence required experience, certifications and/or licenses at the Board's request.

### **4 BIDDER EVALUATION**

- 4.1 Ability to comply with the requirements of, and to perform work contained in, the Specifications / Scope of Work. Part of this evaluation will include the bidder, and any subcontractor's, knowledge and involvement of remediation technologies and soil/groundwater hydrogeology. In addition to background knowledge, the prospective bidder will be evaluated on their capability to routinely operate and manage the stationary/mobile remediation systems and to effectively/efficiently obtain all resources necessary for performing the tasks described in this scope of services. Bidder shall provide an overview of qualifications and experience as a prime contractor and the proposed subcontractor(s).
- 4.2 Acceptance of the Board's contracting provisions.
- 4.3 The prices bid for the work.

### **END OF SPECIFICATIONS / SCOPE OF WORK**

## **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.php> in the section titled "Other Charges".
- 1.2 U. S. DEPARTMENT OF HOMELAND SECURITY-CUSTOMS AND BORDER PROTECTION SECURITY ACCESS CLEARANCE. If your job responsibilities that requires you access a federal inspection services area, aircraft deplaning and ramp area, and other restricted areas designated by the port director, additional clearance is required by Customs and Border Protection (CBP). You will need to complete CBP Form 3078, 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.
- 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 6:00 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](mailto:aco@dfwairport.com) or at 972 973 5100.

### **2 BONDING PROVISIONS Not required**

### **3 CONTRACT TERM**

- 3.1 This Contract, if awarded, shall be for an initial **two-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 three (3)** 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 following considerations:

- 3.4 Such adjustment is solely for the purpose of accommodating an increase in the Contractor's cost, not profits;
- 3.5 Request for same must be made in writing and supported by acceptable documentation of the cost increase. Any such request shall be submitted for approval to the Board's Vice President of Procurement and Materials Management no less than 90 days prior to the end of the then current Contract period.
- 3.6 The percentage change between the prevailing rate and the requested rate does not exceed the percentage change between the Consumer Price Index that was in effect at the beginning of the existing Contract period and the one in effect at time of request for rate increase.
- 3.7 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 ENVIRONMENTAL AND SAFETY PROVISIONS**

##### **4.1 ENVIRONMENTAL DEFINITIONS**

- 4.1.1 **BEST MANAGEMENT PRACTICE (BMP).** Shall mean schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
- 4.1.2 **ENVIRONMENTAL IMPACT CLAIM.** Shall mean any claim, suit, judgment, penalty, fine, loss, administrative proceeding, request for information, citation, notice, request, inquiry, or expense (including but not limited to any costs of investigation, study, cleanup, removal, response, remediation, transportation, disposal, restoration, monitoring, consultant's fees, contractor's fees, and attorney's fees) which arises out of, is related to, alleges, or is based on the presence, transportation, handling, treatment, storage, or actual or threatened Release, dispersal, disposal, escape, or migration of any Hazardous Material, Process Water, or Solid Waste, or any other chemical, material, irritant, pollutant, contaminant, regulated substance, or toxic substance (including but not limited to gasoline, diesel fuel, petroleum hydrocarbons, and any by-product or derivative thereof), whether solid, liquid, or gaseous in nature.
- 4.1.3 **ENVIRONMENTAL LAWS.** Shall mean all present and future federal, state, and local laws relating to protection of the environment, public health, and welfare, or safety, including, without limitation, all statutes, regulations, ordinances, permits, Best Management Practices, codes, orders, governmental requirements related to discharge of Process Water or other pollutants into the environment, waters of the United States, and/or waters of the State of Texas; and protection of areas of particular environmental concern, including, for example, wetlands, areas inhabited by endangered species, and historic sites.
- 4.1.4 **HAZARDOUS MATERIAL.** Shall mean any substance:
  - 4.1.4.1. the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or
  - 4.1.4.2. which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state, or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Texas Water Code and/or the Texas Health and Safety Code; or
  - 4.1.4.3. the presence of which on the Airport causes or threatens to cause a nuisance upon the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Airport; or
  - 4.1.4.4. without limitation, which contains gasoline, diesel fuel, other petroleum hydrocarbons, natural gas liquids, polychlorinated biphenyls (PCBs), asbestos, lead paint, or urea formaldehyde

foam insulation.

- 4.1.5 PROCESS WATER. Means any water, which, during manufacturing or processing, comes into direct contact with, or results from the production or use of any raw material, intermediate product, finished product, byproduct or waste product.
- 4.1.6 RELEASE. Means any depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment or threat of release such that a release may enter the environment; and
- 4.1.7 SAFETY LAWS. Means any applicable law, regulation, standard, or order of any governmental agency relating to worker safety.
- 4.1.8 SOLID WASTE. Shall have the same meaning as in the Resource Conservation and Recovery Act, the Texas Health and Safety Code, and the Texas Solid Waste Disposal Act, and shall include sewage.

## 4.2 CONTRACTOR REQUIREMENTS

- 4.2.1 Contractor will obtain, maintain, and have readily available for examination at all times during the term of this Contract, all licenses, permits, exemptions, registrations and other authorizations and provide any notices not obtained or provided by the Board pursuant to this Contract which is required under Environmental Laws for conducting the Work and Contractor's operations at the Airport.
- 4.2.2 Contractor shall comply and shall cause all its employees, agents, sub-contractors, and other third parties under Contractor's control to comply, and shall include in all subcontracts a provision requiring the sub-contractor to comply and all employees or other third parties under sub-contractor's control to comply with all Environmental Laws. Not by way of limitation, but as emphasis only, Contractor represents, warrants, and covenants that:
- 4.2.3 Paints and coatings will comply with 30 Texas Administrative Code Section 115.421 (2000), and any amendments or successor thereto.
- 4.2.4 Work involving the use of cut-back asphalt will comply with the 30 Texas Administrative Code Section 115.512 (2000), and any amendments or successor thereto. Cut-back asphalt is defined as any asphaltic cement that has been liquefied by blending with petroleum solvents (diluent).
- 4.2.5 Contractor shall comply and shall cause its employees, agents, sub-contractors, and other third parties under Contractor's control to comply with all Board's policies, rules, regulations, and permits, and to conduct the Work consistent with the Board's commitments under the State Implementation Plan and the National Environmental Policy Act.
- 4.2.6 Contractor shall not cause, contribute to, or permit any Release of any Hazardous Materials, Solid Waste, or Process Water by Contractor or its employees, agents, sub-contractors, or other third parties under Contractor's control into the environment or cause, contribute to, or permit any violation of any Environmental Law.
- 4.2.7 Contractor shall dispose of and cause its employees, agents, sub-contractors, or any other third party under Contractor's control to dispose of any Solid Waste or Hazardous Materials generated or located at the Airport in compliance with Environmental Laws, and, if not sooner required by Environmental Laws or this Contract, at the termination of this Contract shall remove and dispose of all Solid Wastes and Hazardous Materials not incorporated into the work in accordance with this Contract at its sole expense in a lawful and timely manner.
- 4.2.8 Contractor shall advise the Board immediately of any potential or actual non-compliance with any Environmental Law or Safety Law on Airport property by any person.
- 4.2.9 Contractor shall, immediately upon receipt, provide the Board with copies of any notice or other document issued to Contractor or its sub-contractors alleging non-compliance or investigating

potential non-compliance with any Environmental Law or Safety Law at the Airport.

- 4.2.10 Spills, leaks, or releases of Hazardous Material shall be reported immediately to the Board's Environmental Affairs Department.
- 4.2.11 Contractor shall comply with Board's Spill Reporting Policy, Clean Air Policy, and other applicable environmental policies.
- 4.2.12 From time to time, and in the Board's sole discretion, Board representatives may conduct an inspection, assessment, and/or regulatory compliance audit of the Work and/or Contractor's operations, including operations of Contractor's employees, agents, sub-contractors, or any other third party under Contractor's control. The Board may perform testing as needed and may conduct interviews of Contractor or its sub-contractors. Contractor will cooperate and will cause its employees, agents, sub-contractors, or any other third party under Contractor's control to fully cooperate in such inspection, assessment, or audit. Contractor remains solely responsible for its environmental compliance, notwithstanding any Board inspection, audit, or assessment.
- 4.2.13 If Board property or other real property or tangible personal property located at the Airport are contaminated or otherwise damaged or injured by any Solid Waste or Hazardous Materials released by Contractor or its employees, agents, sub-contractor, or any other third party under Contractor's control, Contractor agrees to promptly undertake remediation of such contamination or damage to background levels, if established, or to other levels or standards acceptable to the Board, and to restore the affected property to its condition prior to such contamination or damage in all material respects. If Contractor does not promptly and fully remediate and restore the affected property, the Board may, but is not required to, perform the remediation and restoration, and Contractor shall reimburse the Board for all costs associated with such contamination, remediation, and restoration, including but not limited to consultants' fees, contractor's fees, penalties, attorneys' fees, and costs of investigation and remediation, within twenty (20) days after the Board delivers notice to Contractor of such costs.
- 4.2.14 Failure by Contractor or its subcontractors to comply with any Environmental Provision shall be considered a default for which the Board may exercise its remedies in accordance with the terms of this Contract.

#### 4.3 ASBESTOS-CONTAINING MATERIALS

- 4.3.1 It is the policy of the D/FW Airport Board that all architects, engineers, consultants, general contractors, subcontractors, distributors, suppliers, and others receiving proceeds from this Contract be bound by the Board's philosophy toward the use of asbestos within the boundaries of the D/FW Airport. Towards this end, Contractor covenants and agrees that it shall not use or install products containing asbestos in any form as part of this Contract or subsequent addendum or Change Order. If requested to do so by the Board, Contractor shall submit letters of certification or MSDS from manufacturers of sealants, adhesives, gasket material, piping, curing materials, and other materials to be used at the Airport that their products are free of asbestos.
- 4.3.2 This provision applies to all materials and/or products placed in service within the boundaries of D/FW Airport under conditions and terms of this Contract. Contractor accepts and assumes all responsibility and liability for asbestos-containing products and/or materials installed, used, or provided in performance of the Work. In addition, the Contractor accepts and assumes responsibility and liability for all expenses related to the removal, replacement and reparation of asbestos containing materials put in place under terms of this Contract. The Contractor also certifies that a non-asbestos containing material or product of similar kind and quality will be substituted with the approval of the Board.
- 4.3.3 Even if asbestos abatement is not included in the scope of work for this Contract, should non-compliance of drawings, notations, and specifications within the asbestos prohibition contained herein be discovered by or on behalf of Contractor, the Contractor must promptly notify Board

representatives in writing of the non-compliant notation or specification.

4.3.4 This provision reflects the mandate of the Board to promote the health, safety, and welfare of the general public and to establish a standard for response to asbestos within the limits of Airport authority. Contractor shall comply with all Environmental and Safety Laws relating to asbestos-containing materials.

4.3.5 This provision supersedes and replaces all other references, specifications, and notations relating to asbestos-containing materials, which may appear in this Contract.

4.4 **ENVIRONMENTAL INDEMNITY**

**NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE BOARD, THE CITIES OF DALLAS AND FORT WORTH, TEXAS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND COUNCILS FROM AND AGAINST, AND TO REIMBURSE SAME WITH RESPECT TO, ANY AND ALL CLAIMS, DEMANDS, PENALTIES, SUITS, ACTIONS, LOSS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, LITIGATION COSTS, EXPERT WITNESS FEES, AND EXPENSES OF INVESTIGATION AND REMEDIATION) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY SUCH PARTIES AT ANY TIME BY REASON OF, IN CONNECTION WITH, OR ARISING OUT OF (A) THE BREACH OF ANY REPRESENTATION OR WARRANTY SET FORTH IN THIS SECTION BY CONTRACTOR OR ANY EMPLOYEES, AGENTS, SUB-CONTRACTORS, OR ANY OTHER THIRD PARTY UNDER CONTRACTOR'S CONTROL, (B) THE FAILURE OF CONTRACTOR TO PERFORM ANY OBLIGATION REQUIRED BY THIS SECTION TO BE PERFORMED BY CONTRACTOR, OR (C) LOSS FROM ANY ENVIRONMENTAL IMPACT CLAIM, AS DEFINED HEREIN, CAUSED IN WHOLE OR IN PART BY OR ARISING IN WHOLE OR IN PART FROM THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS EMPLOYEES, AGENTS, SUB-CONTRACTORS, OR ANY OTHER THIRD PARTY UNDER CONTRACTOR'S CONTROL; OR (D) THE VIOLATION BY CONTRACTOR OR ITS EMPLOYEES, AGENTS, SUB-CONTRACTORS, OR ANY OTHER THIRD PARTY UNDER CONTRACTOR'S CONTROL OF ANY BOARD ENVIRONMENTAL RULE OR REGULATION, BOARD PERMIT, BOARD POLICY, OR ANY ENVIRONMENTAL LAW.**

4.5 **SAFETY PROVISIONS**

4.5.1 The Contractor covenants and agrees:

4.5.1.1. That it shall not cause or permit any hazardous chemical (as defined in 29 C.F.R. 1910.1200) to be brought upon the Airport without the prior written consent of BOARD. Consent may be given via the Board's submittal process as long as all such materials are outlined on the submittal.

4.5.1.2. That it shall make available to Board a Material Safety Data Sheet (MSDS) for each Hazardous Material or hazardous chemical Contractor or its sub-contractors, employees, or agents five (5) days prior to delivery of material onto the Airport.

4.5.1.3. That its operations shall at all times remain in compliance with:

4.5.1.3.1. Board's written policies and requirements governing the identification and use of hazardous chemicals; and

4.5.1.3.2. All Safety Laws.

4.5.1.4. That it shall advise the Board immediately of any potential or actual non-compliance by any person with any Safety Law on Airport property.

4.5.1.5. That it shall immediately upon receipt, provide the Board with copies of any notice or other document issued to Contractor, its sub-contractors, or agents alleging non-compliance or

investigating any potential non-compliance with any Safety Law at the Airport.

- 4.5.1.6. Neither the requirements of this clause nor any act or failure to act by the Board shall relieve the Contractor of responsibility or liability for the safety of the general public or Board, tenant, contractor, or subcontractor personnel or property

#### 4.6 SURVIVAL

The provisions of this Section, including the representations, warranties, covenants and indemnities of Contractor, shall expressly survive expiration or termination of this Contract.

### 5 **INSURANCE PROVISIONS**

#### 5.1 DEFINITIONS FOR INSURANCE PROVISIONS

- “We”, “us”, or “our” means the Dallas/Fort Worth International Airport Board.
- “You” or “your” means the vendor, contractor, tenant, consultant, engineer, architect, and their agents, servants, employees, or other party to a contract with us.
- “Contract” means the contract, purchase order, Invitation for Bid, or similar memorandum or agreement.
- 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.

#### 5.2 GENERAL REQUIREMENTS

5.2.1 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, policy forms and deductibles satisfactory to us. 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.

5.2.2 All policies must be written through a licensed company authorized by the Texas State Board of Insurance 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.

5.2.3 All policies shall designate the below mentioned parties as “Additional Insureds,” either by a ‘blanket additional insured’ endorsement, or by specific endorsement:

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

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

5.2.5 If any policy is in excess of a deductible or self-insured retention (SIR), the amount of such deductible or SIR must be clearly identified, and may not exceed one (1%) percent of your net worth. We reserve the right to reject any deductible or SIR, or require you to provide a bond at no additional cost to the Board.

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

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

#### 5.3 REQUIRED COVERAGE AND LIMITS

5.3.1	<b>Workers' Compensation .....</b>	<b>Statutory Coverage</b>
	<b>Employer's Liability Insurance.....</b>	<b>\$500,000 Each Accident \$500,000 Each Disease, Each Employee \$500,000 Each Disease Policy Limit</b>

5.3.1.1. 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 Workers Compensation.

5.3.1.2. 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 proof of medical insurance covering the sole proprietor and, as sole proprietor, must sign and provide to Risk Management a Hold Harmless and Indemnification Agreement in the form attached hereto as Exhibit .

5.3.2	<b>Commercial General Liability (CGL)</b>	
	<b>Limit Any One Occurrence .....</b>	<b>\$ 1,000,000</b>
	<b>Damage to Rented Premises .....</b>	<b>\$100,000</b>
	<b>Personal and Advertising Injury .....</b>	<b>\$1,000,000</b>
	<b>Policy Aggregate (per location or per project) .....</b>	<b>\$2,000,000</b>
	<b>Products and Completed Operations Aggregate .....</b>	<b>\$2,000,000</b>

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

5.3.2.2. All 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.

5.3.2.3. Aggregate limits of all 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.

5.3.2.4. All Liability policies must provide unlimited defense costs in excess of policy limits.

5.3.2.5. All liability policies shall name the Board and the Cities (as defined above) as "Additional Insureds," including coverage for Products/Completed Operations.

5.3.2.6. All liability shall include Broad Form Contractual Liability covering the indemnification provisions of our contract.

5.3.2.7. All liability policies shall cover loss caused by the contractor's subcontractors, independent contractors, suppliers or other parties providing goods or services in connection with our contract.

5.3.2.8. All liability policies must contain a "severability of interests" provision.

5.3.2.9. All liability policies must cover cross-suits between insureds.

5.3.2.10. If the contractor's operations involve excavation, grading, filling, backfilling, road or similar construction, no Liability policy may contain exclusions for subsidence or earth movement.

5.3.2.11. If the contractor's operations involve any construction, no liability policy shall contain exclusions for hazards of explosion ("X"), collapse ("C") or underground ("U").

- 5.3.2.12. If the contractor's operations involve any construction, reconstruction, repair or similar work, no liability policy may contain any exclusion for such work.
- 5.3.3 **Business Automobile Liability**  
**Combined Single Limit for Each Accident**..... **\$500,000**
- 5.3.3.1. 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.
- 5.3.3.2. Auto pollution liability coverage is required on vehicles hauling hazardous cargo up to the limit required to comply with TXDOT filings.
- 5.3.3.3. 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.
- 5.4 **ADDITIONAL COVERAGE AND LIMITS**
- 5.4.1 **Excess / Umbrella Liability – Provide applicable coverage**  
**Air Operations Area**  
**(When work is required within air operations area)**..... **\$10,000,000**
- 5.4.1.1. Coverage must apply in excess of all required primary Liability insurance, and must be at least as broad as the underlying Liability insurance.
- 5.4.1.2. This coverage limit may be satisfied by adding the amounts of CGL and Excess/Umbrella Liability to arrive at a total of \$10,000,000. The same would be applicable for Business Auto Liability and Excess/Umbrella Liability to arrive at a total of \$10,000,000.
- 5.4.2 **Professional Liability Insurance**..... **N/A**
- 5.4.2.1. Your policy must cover the type of professional service you will provide in fulfilling your contract with the Board.
- 5.4.2.2. 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.
- 5.4.3 **Pollution Liability Insurance**..... **\$1,000,000**
- 5.4.3.1. If you have any exposure to asbestos, lead, mold, (including any work that could, if not performed properly, lead to mold or fungal contamination), petroleum products, contaminated soils, or other pollutants, you shall provide appropriate Pollution Liability or Environmental Impairment insurance.
- 5.4.3.2. If the Pollution Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor's first exposure to pollutants, or first work that may give rise to a pollution liability claim, related to our contract.
- 5.5 **ADDITIONAL REQUIREMENTS**
- 5.5.1 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.
- 5.5.2 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.

- 5.5.3 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.
- 5.5.4 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 cover our interests as Loss Payee, so any loss will be adjusted with and made payable to us as trustee for all insureds as their interest may appear.
- 5.5.5 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).
- 5.5.6 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.
- 5.5.7 If you sell or serve alcohol or alcoholic beverages, you must carry \$3,000,000 Liquor Legal Liability, not limited to 'host liquor' coverage.
- 5.5.8 If your work involves administration of Airport Funds, you must furnish a Third Party Fidelity Bond, which must remain in effect for the term of the contract, as modified and/or extended. The Board shall be named as "Loss Payee".
- 5.5.9 Should this Contract require the use of Subcontractors, it will be the sole responsibility of the General Contractor to either 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.
  - 5.5.9.1. The General Contractor shall verify that such Subcontractors are in compliance with all contractual insurance requirements.
  - 5.5.9.2. The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.
  - 5.5.9.3. Access to the Air Operations Area will not be granted without verification of insurance coverage as required.

## 5.6 CERTIFICATION OF INSURANCE

- 5.6.1 Upon execution of the contract or prior to commencement of work, whichever is first, you shall have your insurance agent(s), broker(s), or Insurer(s) enter your policy information into [www.Ins-Cert.com](http://www.Ins-Cert.com) , and link your policy data to us. You shall cause your insurance data to be kept current on **Ins-Cert.com** for the period of time you are liable for your product or work, but not less than the warranty period of our contract. You further agree to cause your insurance agent(s), broker(s) or Insurer(s) to properly register, use and pay the fees for using Ins-Cert.com, (your agent will be charged \$3 to enter your policy data, and 25¢ when we verify your coverage on-line, which is less than the cost of issuing certificates, so there should be no effect on your cost of insurance or service).
- 5.6.2 **Paper, faxed or e-mailed insurance certificates are NOT acceptable.**
- 5.6.3 You shall cause your insurance agent, broker or insurer to enter any restrictive or exclusionary provisions or endorsements that may affect you, us, and those required to be named as Additional Insureds, into "Special Exclusions" in Ins-Cert.com.

- 5.6.4 You further agree, upon our oral or written request, to furnish copies of your policies, certified by an authorized representative of the insurer(s), within ten (10) days of request.
- 5.6.5 All of your insurance policies shall contain a provision that written notice shall be given to the Board's Risk Management department, at least thirty (30) days prior to cancellation, except ten (10) days for non-payment of premium. In the event that you are notified that an insurer intends to terminate or non-renew a policy or reduce coverage below our requirements, you shall arrange acceptable alternate coverage to comply with our requirements and cause replacement coverage data to be obtained. In addition, you shall cause your agent, broker or insurer to enter a cancellation date into Ins-Cert.com, as soon as the effective date is known to the agency, brokerage or insurer, (if insurer enters data).
- 5.6.6 Upon execution of the contract or prior to commencement of work, whichever is first, you shall have your insurance agent(s), broker(s), or Insurer(s) enter your policy information into www.Ins-Cert.com , and link your policy data to us. You shall cause your insurance data to be kept current on Ins-Cert.com for the period of time you are liable for your product or work, but not less that through the warranty period of our contract.
- 5.6.7 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.
- 5.6.8 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.
- 5.6.9 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.

## 6 DISADVANTAGED / MINORITY / WOMEN BUSINESS ENTERPRISE (DMWBE) PROVISIONS

**Note: For the purposes of these DMWBE Provisions only, a Contractor is defined as one who participates, through a contract/subcontract (at any tier) or any other contractual agreement with the Board or, for purposes of these Provisions, seeks to do so by submission of a bid or proposal on any such contract or subcontract. A Contractor includes but is not limited to a contractor, consultant, commercial development developers, commercial development contractors and suppliers.**

### 6.1 GENERAL REQUIREMENTS

- 6.1.1 It is the policy of the Dallas/Fort Worth International Airport Board of Directors ("Board") to support the growth and development of disadvantaged, minority and woman-owned businesses that can successfully compete for Board prime contracting opportunities.
- 6.1.2 The Board's Business Diversity and Development Department (BDDD) is tasked to ensure compliance with and implement the Board's DMWBE policy and procedures. BDDD has the mission to proactively facilitate and maximize business and capacity building opportunities for minority and women businesses by collaborating with internal customers and implementing effective innovative programs and approaches for prime, subcontracting and revenue generating opportunities.
- 6.1.3 The Contractor or Consultant (referred to hereinafter as "Contractor") specifically agrees to comply with all applicable provisions of the Board's DMWBE Policy and Procedures Manual and any amendments thereto. DMWBE and Non-DMWBE subcontractors/subconsultants also agree to comply with all applicable provisions of the Board's DMWBE Policy and Procedures Manual.
- 6.1.4 The Contractor shall maintain records, as specified in the BOARD'S RIGHT TO INSPECT AND AUDIT Section of the General Terms and Conditions of the Contract, showing:

- 6.1.4.1. Subcontract/supplier awards, including awards to DMWBEs;
- 6.1.4.2. Specific efforts to identify and award such contracts to DMWBEs such as, when requested, copies of executed contracts with DMWBEs to establish actual DMWBE project participation.
- 6.1.5 The Contractor or subcontractor 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 DMWBE Business Process in the administration of this contract. Failure by the Contractor to carry out these requirements may be a material breach of this contract, and could result in the termination of this contract, or such other remedy, as the Board deems appropriate.
- 6.1.6 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 proper identification of the contracting parties and the Owner under this Contract.

## 6.2 ADMINISTRATIVE REQUIREMENTS

- 6.2.1 The Contractor shall appoint a high-level official to administer and coordinate the Contractor's efforts to carry out this DMWBE policy.
- 6.2.2 The Contractor agrees to submit monthly reports of payments and subcontract and/or supplier awards to DMWBEs and Non-DMWBEs in such form and manner and at such times as the Board shall prescribe.
- 6.2.3 The Contractor shall provide the Board access to all books, records, accounts and personnel in accordance with the Contract. Such access will be used for, among other purposes, determining DMWBE participation and compliance with the DMWBE Policies and Procedures Manual. All Contractors may be subject to interim and post-contract DMWBE audits. Audit determination(s) regarding Contractor's compliance with the DMWBE Policy and Procedures Manual may be considered and have a bearing on consideration of the Contractor for award of future contracts.

## 6.3 GOALS AND GOOD FAITH

- 6.3.1 Notification is hereby given that a DMWBE contract specific goal has been established for this Contract. The applicable DMWBE commitment of the total dollar value of this Contract including any change orders and/or modifications percentage is **(to be determined)**.
- 6.3.2 If a Contractor, including DMWBE prime contractors, will not meet the DMWBE goal, it shall nevertheless be eligible for award of the Contract if it can demonstrate to the Board that it has made a good faith effort to meet the DMWBE goal. This good faith effort documentation shall be submitted with the Contractor's bid or proposal.
- 6.3.3 The submission of good faith efforts documentation is a matter of responsiveness. In making a determination that the Contractor has made a good faith effort to meet the DMWBE goals, BDDD shall consider specific documentation concerning the steps taken to obtain DMWBE participation, with a consideration of, by way of illustration and not limitation, the following factors:
  - 6.3.3.1. Whether the Contractor attended any pre-bid or pre-proposal meetings scheduled by the Board to discuss subcontracting and supplier opportunities for DMWBE participation and whether the Contractor obtained a current list of DMWBE subcontractors and/or suppliers from the Board's BDDD office;
  - 6.3.3.2. Whether the Contractor advertised in general circulation, trade association, and/or DMWBE-focus media concerning subcontracting opportunities;
  - 6.3.3.3. Whether the Contractor provided written notice via email or facsimile to a reasonable number of DMWBEs and/or contacted a reasonable number of DMWBEs via telephone about the subcontracting/supplier opportunities. A "reasonable number of DMWBEs" is based on the number of DMWBEs available in the areas of subcontracting or supplier opportunities, which is a minimal of three (3) DMWBEs per subcontracting opportunity;

- 6.3.3.4. Whether the Contractor solicited the DMWBEs at least seven (7) calendar days prior to bid opening, exclusive of the day the bids are opened to allow DMWBEs to participate effectively. Also, whether the contractor followed up those initial solicitations of interest by contacting DMWBEs at least three (3) calendar days prior to bid opening to determine with certainty whether the DMWBEs were interested;
- 6.3.3.5. Whether the Contractor selected portions of the work to be performed by DMWBEs in order to increase the likelihood of meeting the DMWBE goals (including, where appropriate, breaking down the contract into economically feasible subcontracts to facilitate DMWBE participation);
- 6.3.3.6. Whether the Contractor provided interested DMWBEs with adequate information about the plans, specifications, scope of work and requirements of the contract or adequate information about the locations of the plans, specifications, scope of work and requirements of the contract;
- 6.3.3.7. Whether the Contractor fairly investigated and evaluated the interested DMWBEs' capabilities; not rejecting DMWBEs as unqualified without sound reasons based on a thorough investigation;
- 6.3.3.8. Whether the Contractor negotiated in good faith with interested DMWBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested DMWBE firms;
- 6.3.3.9. Whether the Contractor made efforts to assist interested DMWBEs in obtaining Board or Contractor-required bonding, lines of credit, insurance, etc;
- 6.3.3.10. Whether the Contractor made efforts to assist interested DMWBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;
- 6.3.3.11. Whether the Contractor effectively used the services of available minority and women community organizations; chambers, contractor groups; local, State, and Federal business assistance offices, and other organizations that provide assistance in the identification of DMWBEs;
- 6.3.3.12. Whether the Contractor obtained written documentation from the Board's approved Surety Support Consultant, if applicable, or from a bonafide surety company indicating that bonding was denied and for what reason(s), prior to the DMWBE being rejected as a potential subcontractor for failing to obtain Contractor-required bonding. Documentation furnished by a surety company will be subject to verification by the Board; and
- 6.3.3.13. Whether other Contractors have attained a sufficient level of DMWBE participation to meet the contract goals will also be taken into consideration in determining whether the contractor in question has made a good faith effort.
- 6.3.4. The Board will look 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). The Board will also consider, given all relevant circumstances, if the Contractor's efforts could reasonably be expected to produce a level of DMWBE participation sufficient to meet the goal.
- 6.3.5. Contractors are reminded that the issue of whether or not the established goal has been met and/or whether there were sufficient good faith efforts is considered a matter of the Contractor's responsibility. The requirement to submit the good faith documentation is considered a matter of the Contractor's responsiveness. The Board will only award contracts to Contractors determined to be responsive and responsible. If a Contractor fails to submit Good Faith Efforts documentation by the established deadline for submission, it waives the right to appeal the Good Faith Efforts decision. The Board's Vice President of Business Diversity & Development Department (BDDD) or designee shall be responsible for determining whether the Contractor made the required good faith effort to meet the DMWBE contract goals and, if not, for

recommending that the Contractor be deemed not responsible.

- 6.3.6 A Contractor determined not to have made a good faith effort under the above paragraph may request administrative review and final reconsideration under the Board's DMWBE Business process. As part of any reconsideration, if requested, the Contractor may elect to meet in person with the Reconsideration Official (Executive Vice President of Administration and Diversity) to appeal BDDD's good faith efforts and responsibility determination.

## 6.4 COUNTING – DMWBE PARTICIPATION

- 6.4.1 In accordance with the Board's commitment for the utilization of, or good faith efforts to utilize, DMWBEs in Board procurements, the Board's BDDD establishes overall DMWBE agency goals as well as contract specific DMWBE goals. Once the DMWBE overall agency goals have been established, DMWBE participation is then measured at the prime, subcontracting or equity participation levels. The BOARD primarily establishes contract specific goals on its procurements to achieve the overall annual DMWBE goals. The contract specific goals on Board procurements established by BDDD are subcontracting goals that apply to any prime contractor or commercial development contractor including DMWBE prime or commercial development contractors.
- 6.4.2 In the solicitation of DMWBEs for Board procurements (contracts and/or lease agreements), BDDD discourages and will not allow prime contractors to require, exclusive teaming arrangements or agreements. Such exclusive restrictions directly contradict the Board's BDDD mission to proactively facilitate and maximize business as well as capacity-building opportunities for minority and women owned businesses.
- 6.4.3 When a DMWBE is the prime contractor under a Board contract with established DMWBE goals, the DMWBE prime contractor is still responsible for meeting the DMWBE subcontracting goal requirement or for making a good faith effort to do so. The DMWBE prime must submit the documentation to BDDD necessary to demonstrate its commitment to achieving the DMWBE participation goal or its good faith efforts. If there is no DMWBE goal established for the Board procurement and the prime contractor is a DMWBE prime contractor, the DMWBE prime participation will count towards the Board's overall agency DMWBE goal.
- 6.4.4 DMWBE goals and commitments noted in this section specifically refer, unless otherwise stated, to contract specific subcontracting goals and to the Contractor's contractual DMWBE commitments.
- 6.4.5 When a DMWBE participates in a contract, the Contractor shall count only the value of the work actually performed by the DMWBE toward DMWBE goals.
- 6.4.5.1. The Contractor shall count the entire amount of that portion of a contract that is performed by the DMWBEs own forces. The Contractor may count the cost of supplies and materials obtained by the DMWBE for the work of the contract, including supplies purchased or equipment leased by the DMWBE (except supplies and equipment the DMWBE subcontractor purchases or leases from the prime Contractor or its affiliate).
- 6.4.5.2. The Contractor shall count toward the DMWBE goals the entire amount of fees or commissions charged by a DMWBE firm for providing a bonafide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of an Board contract, provided it determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 6.4.5.3. When a DMWBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DMWBE goals only if the DMWBEs subcontractor is itself a DMWBE. Work that a DMWBE subcontracts to a non-DMWBE firm does not count toward DMWBE goals.
- 6.4.6 The Contractor will count expenditures to a DMWBE subcontractor toward DMWBE goals only if the DMWBE is performing a commercially useful function on that contract.
- 6.4.6.1. A DMWBE 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 DMWBE 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 DMWBE 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 DMWBE credit claimed for its performance of the work, and other relevant factors.

- 6.4.6.2. A DMWBE 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 MWBE participation. In determining whether a DMWBE is such an extra participant, the Contractor must examine, among other relevant factors, similar transaction, particularly those in which DMWBEs do not participate.
- 6.4.6.3. If a DMWBE 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 MWBE 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.
- 6.4.6.4. When a DMWBE is presumed not to be performing a commercially useful function as provided in this section, the DMWBE 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.
- 6.4.7 The Contractor shall use the following factors in determining whether a DMWBE trucking company is performing a commercially useful function:
  - 6.4.7.1. The DMWBE 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 DMWBE goals.
  - 6.4.7.2. The DMWBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
  - 6.4.7.3. The DMWBE 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.
  - 6.4.7.4. The DMWBE may lease trucks from another DMWBE firm, including an owner-operator who is certified as a DMWBE. The DMWBE who leases trucks from another DMWBE shall receive credit for the total value of the transportation services the lessee DMWBE provides on the contract.
  - 6.4.7.5. The DMWBE may also lease trucks from a non-DMWBE firm, including from an owner-operator. The DMWBE who leases trucks from a non-DMWBE is entitled to a credit only for the fee or commission it receives as a result of the lease arrangement. The DMWBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DMWBE.
  - 6.4.7.6. For purposes of this provision, a lease must indicate that the MWBE 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 DMWBE, so long as the lease gives the MWBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DMWBE.
- 6.4.8 The Contractor shall count expenditures to DMWBEs for materials or supplies toward DMWBE goals as provided in the following:
  - 6.4.8.1. If the materials or supplies are obtained from a DMWBE manufacturer, count one hundred percent (100%) of the cost of the materials or supplies toward DMWBE goals. (For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and the general character described by the specifications.)

- 6.4.8.2. If the materials or supplies are purchased from a DMWBE regular dealer, count sixty percent (60%) of the cost of the materials or supplies toward DMWBE goals. (For purposes of this section, a manufacturer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.)
- 6.4.8.3. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- 6.4.8.4. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- 6.4.8.5. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
- 6.4.8.6. With respect to materials or supplies purchased from an DMWBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charges for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DMWBE goals, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. However, do not count any portion of the cost of the materials and supplies themselves toward DMWBE goals.
- 6.4.9 If a DMWBE subcontractor is not certified by the Board or an approved certification agency at the time of the execution of the contract, supplemental agreement or subcontract, the Contractor shall not count the firm's participation toward any DMWBE goals until the firm is certified. Additionally, the Contractor shall not count toward the Contractor's overall goal the dollar value of work performed under a contract with a firm after it has ceased to be certified as defined in the Certification section in the Board's DMWBE Policy and Procedures Manual and the Certification section below.
- 6.4.10 The Board will count the value of the work actually performed by the DMWBE or joint venture partner performs a portion of work on the contract and the percentage of ownership or equity of the DMWBE in joint venture. The Board 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 DMWBE performs with its own forces toward DMWBE commitment.
- 6.4.11 The Contractor shall not count the participation of a DMWBE subcontractor toward the prime Contractor's DMWBE achievements or overall goal until the amount being counted toward the goal has been actually paid to the DMWBE.
- 6.4.12 The following expenditures to DMWBE firms may also count toward the DMWBE goals:
  - 6.4.12.1. The fees or commissions charged for providing a bonafide 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 the Board to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 6.4.12.2. 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 the Board to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 6.4.12.3. 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 the Board to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6.4.13 The following expenditures will not count toward the DMWBE commitment:

- 6.4.13.1. Utilities – payments for water, electricity, telephone and natural gas;
- 6.4.13.2. Payments to non-profit organizations;
- 6.4.13.3. Payments to other government agencies;
- 6.4.13.4. Bank fees;
- 6.4.13.5. Insurance premiums; and
- 6.4.13.6. Expenditures for employee conferences and training seminars.

## 6.5 CERTIFICATION

- 6.5.1 In order to credit the participation of minority and woman-owned businesses on Board procurements towards the Board's DMWBE overall and contract specific goals, the Board will require that minority and woman-owned businesses are certified as DMWBEs by the Board BDDD or by a certification agency approved by the Board's BDD department. The approved certification agencies are the following: the North Central Texas Regional Certification Agency (NCTRCA); the DFW Minority Business Council (DFWMBC); the Small Business Administration (SBA)- [8a certification only]; the approved entities of the Texas Unified Certification Program (TUCP); and the Women's Business Council-Southwest (WBCS).
- 6.5.2 The Contractor shall submit to the Board a properly completed DMWBE Certification Affidavit, with all required attachments, for all DMWBE companies utilized or proposed to be utilized as subcontractors, vendors, or suppliers in the performance of work on said project within five (5) business days when requested by the Board. The Contractor and/or subcontractor authorizes the Board's representatives to review and photocopy any documents in the certification files related to the Contractor or subcontractor.
- 6.5.3 If a firm is not certified as a minority or woman-owned business by an approved certification entity at the time of contract award, the Board will not allow the participation to count towards the DMWBE goals. However, the Board will allow the Contractor to utilize DMWBEs certified during the performance of the contract towards the DMWBE participation goal once documentation confirming such certification is submitted to the Board's BDDD.
- 6.5.4 The Board BDDD reserves the right to review, accept or reject any DMWBE certifications on all Board procurements. The Board also, under the appropriate circumstances, reserves the right to accept other certifications. In the case of joint ventures, the DMWBE member(s) must have completed the certification process with an approved certification agency.

## 6.6 DMWBE UTILIZATION FORMS

- 6.6.1 Each Contractor shall submit for all solicitations, bids or proposals, completed DMWBE utilization forms as outlined below.
  - 6.6.1.1. Invitation for Bid (IFB) for General Goods and Services:
    - Final Schedule of Subcontractors shall be submitted at bid time. If the solicitation is for an indefinite-delivery contract, the Contractor shall submit a statement of commitment along with the pool of subcontractors it intends to utilize to fulfill its commitment.
    - Intent to Perform as a Subcontractor - A signed and executed form for each DMWBE subcontractor should be submitted at bid time.
    - Good Faith Effort documentation and supporting documents. If the Contractor fails to meet the DMWBE goal, this documentation shall be submitted at bid time.
    - The Board will not award a contract to any Contractor who has not supplied this documentation.

- 6.6.1.2. Invitation for Bid (IFB) for Construction Projects:
- Preliminary Schedule of Subcontractors shall be submitted at bid time. If the solicitation is for an indefinite-delivery contract, the Contractor shall submit a statement of commitment along with the pool of subcontractors it intends to utilize to fulfill its commitment.
  - Final Schedule of Subcontractors shall be submitted within three (3) business days from the date of the bid opening or with the bid verification.
  - Intent to Perform as a Subcontractor - A signed and executed form for each DMWBE subcontractor shall be submitted within three (3) business days from the date of the bid opening or with the bid verification.
  - Good Faith Effort documentation and supporting documents. If the Contractor fails to meet the DMWBE goal, this documentation shall be submitted at bid time.
  - The Board will not award a contract to any Contractor who has not supplied this documentation.
- 6.6.1.3. Request for Proposals (RFP) or Request for Qualifications (RFQ):
- Preliminary Schedule of Subcontractors shall be submitted at the time of proposal submission. If the solicitation is for an indefinite-delivery contract, the Contractor shall submit a statement of commitment along with the pool of subcontractors it intends to utilize to fulfill its commitment.
  - Final Schedule of Subcontractors shall be submitted with the best and final offer.
  - Intent to Perform as a Subcontractor - A signed and executed form for each DMWBE subconsultant shall be submitted with the best and final offer.
  - Good Faith Effort documentation and supporting documents. If the Contractor fails to meet the DMWBE goal, this documentation shall be submitted at the time of proposal submission.
  - The Board will not award a contract to any Contractor who has not supplied this documentation.
- 6.6.1.4. Request for Price Proposal for a task/delivery order under an Indefinite Delivery Contract:
- Preliminary Schedule of Subcontractors shall be submitted at the time of initial price proposal submission.
  - Final Schedule of Subcontractors shall be submitted with the final price proposal.
  - Intent to Perform as a Subcontractor - A signed and executed form for each DMWBE subcontractor shall be submitted with the final price proposal.
- 6.6.1.5. Commercial Development Projects:
- Verification of DMWBE Expenditure and Equity Goal Determination shall be submitted at the time of proposal submission.
  - Final Schedule of Subcontractors shall be submitted at the Board's Pre-Construction Meeting.
  - Intent to Perform as a Subcontractor – A signed and executed form for each DMWBE subcontractor shall be submitted within five (5) business days from the date of the Board's Pre-Construction Meeting.
- 6.6.2 The Schedule of Subcontractors form shall list all subcontractors on the project and detail the preliminary percentage or dollar commitment of the Contractor to DMWBE participation. Submission of the Intent to Perform as a Subcontractor forms for each DMWBE firm shall constitute a representation by the Contractor to the Board that it believes such DMWBE firm to be certified as a DMWBE and ready, willing and able to perform the work as designated. It shall also represent a commitment by the Contractor that if it is awarded the contract, it will enter into a subcontract with such DMWBE for the work described at the approximate price and percentage set forth in the Intent to Perform as a Subcontractor forms. The winning Bidder/Proposer shall enter into formal agreements with the DMWBE firms for work as indicated on the Final Schedule of Subcontractors and Intent to Perform forms within ten (10) business days after receipt of the contract executed by the Board or Contractor's Notice of Award. The Contractor, if requested, shall provide the BDDD copies of those agreements within five (5) business days of execution.

- 6.6.3 If the DMWBE subcontractor information or status changes after the forms have been submitted but prior to award of the contract, 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 (provided upon request). No change in DMWBE participation after bid submission, but prior to contract award, may change, or be deemed to change, the Contractor's submitted bid amount. The Modification and Substitutions section of the DMWBE Policy and Procedures Manual shall govern the modifications and substitutions of the DMWBE firms that occur after contract award.

## 6.7 PAYMENT

- 6.7.1 Prompt Payment. It is Board policy that all invoices in compliance with contract payment terms and conditions should be paid within 30 days from the date the original invoice is received or sooner if required by the contract terms. As part of its DMWBE business process, the Board will include, where practicable, the following or similar clause in each prime contract and requires the inclusion of the following clause in every subcontract at all tiers.

*The prime contractor on construction, general services, supplier and other Board non-professional services contracts who receives a payment under a Board contract shall pay its subcontractors no later than the seventh day after the date the prime contractor receives payment from the Board. The prime contractor shall also promptly request the release of any retainage withheld from subcontractors within seven (7) days after the subcontractor's work is satisfactorily completed and receives partial acceptance, substantial completion or final completion/final acceptance as defined in the General Provisions of the contract. Furthermore, the prime contractor shall pay the subcontractor its retainage within seven (7) days after the date the prime contractor receives the subcontractor's retainage payment from the Board. A finding of non-payment shall be a material breach of this contract. The Board may; withhold progress payments until the Contractor demonstrates timely payment of sums due subcontractors. The Board also reserves the right to exercise other breach of contract remedies. The reference to "contractor" in this section is inclusive of consultants, vendors or other providers as defined in the Glossary of Terms for the DMWBE Policy and Procedures Manual.*

- 6.7.2 Expedited Payment. In an effort to remove the obstacle of the length of time for subcontractor payments on Board procurements, the Board has an Expedited Payment Policy. This policy is applicable if a prime 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 prime contractors that voluntarily participate in the program to pay their subcontractors within seven (7) days after receipt of the subcontractor's invoice. The Board would then pay interest and provide other incentives to the prime contractor on eligible expedited payments according to the Expedited Payment Process and Policy.
- 6.7.3 Monitoring Payments to MWBEs. To ensure that the prime contractor meets all its DMWBE obligations under contract, BDDD will review the contractor's DMWBE involvement throughout the term of the contract including any term extensions of the original contract period. If a contract includes a DMWBE subcontracting commitment, it is mandatory that the Contractor shall submit a Pay Period Activity Report (PPAR) (with verifying information) concurrent with the Contractor's submission of payment requests with each invoice. (PPAR form included herein and available in electronic form).

## 6.8 MODIFICATIONS OR SUBSTITUTIONS

- 6.8.1 This Section applies to all subcontractor modifications, changes and substitutions under this Contract. The Contractor shall comply with this Section to the extent needed to achieve the DMWBE commitment agreed to at the time of the contract award.
- 6.8.2 If a prime contractor proposes to terminate or substitute a DMWBE subcontractor for any reason after submission of the Final Schedule of Subcontractors form as determined in the

DMWBE business process either prior to or after contract award, the Prime Contractor (referred to in this section hereinafter as "Contractor") shall make good faith efforts as defined in these DMWBE Contract Provisions to find a substitute DMWBE subcontractor for the original DMWBE. The good faith effort shall be directed at finding another DMWBE to perform or provide at least the same amount of work, material or service under the contract as the original DMWBE contractor. The Contractor may also find additional DMWBE firms and/or adjust the current/projected DMWBE participation to meet the DMWBE goal. This section and its requirements are applicable to DMWBE as well as non-DMWBE prime contractors. The Contractor must notify the BDDD about any additions, modifications or deductions that would affect the contract's DMWBE participation.

- 6.8.3 The Contractor's documentation to the Board shall include the specific reasons for the proposed substitution. Stated reasons that are acceptable include, but are not limited to: a DMWBE was found not to be able to perform on time; a DMWBE was found not to be able to produce acceptable work; and/or a DMWBE has made an unreasonable escalation in price. In the case of a DDMWBE subcontractor being substituted for another DMWBE subcontractor, the Contractor shall also include the name, address, certification number and principal office of the proposed DMWBE firm. This information shall be submitted on a signed Intent to Perform form that the Contractor must submit for each new DMWBE subcontractor. The Contractor must provide BDDD with any and all documents and information as may be requested by BDDD with respect to the modification. Prior to submitting a request for a substitution based on non-performance, the Contractor shall provide notice to the subcontractor of the performance issue and provide the subcontractor an opportunity to correct the situation. If the effort to correct the non-performance is unsuccessfully and the Contractor intends to proceed with obtaining a substitute subcontractor, then, the Contractor must submit documentation detailing the notice and the efforts made by the Prime Contractor and the DMWBE subcontractor to cure the situation to BDDD.
- 6.8.4 If a prime Contractor wishes to terminate or substitute a DMWBE subcontractor listed as fulfilling its contract goal, and then perform the work of the terminated DMWBE subcontractor with its own forces, a non-DMWBE subcontractor or with another DMWBE subcontractor, it must submit to the BDDD for approval written documentation explaining the reasons for the change prior to the termination or substitution of the DMWBE subcontractor or the performance of the subcontract work by Contractor's own forces. This shall include any changes to items of work, material, services, or DMWBE firms that differ from those identified on the Intent to Perform As A Subcontractor form(s) on file with the BDDD. The BDDD will approve or disapprove the substitution based on the good faith efforts documentation as defined in these DMWBE Contract Provisions. A prime contractor may not terminate a DMWBE subcontractor and/or perform the work with its own forces, those of an affiliate or replace the DMWBE subcontractor with a non-DMWBE subcontractor without the prior written consent of the BDDD. The decision of BDDD regarding whether good faith efforts were made will be documented as set forth herein by the Good Faith Efforts section of this contract provision. The Contractor must provide any and all documentation and information as may be requested by BDDD with respect to the requested change.
- 6.8.5 If the prime contractor wishes to terminate, for convenience, a DMWBE subcontractor listed as fulfilling its contract goal and substitute the original DMWBE subcontractor with another DMWBE subcontractor, it must submit written documentation to BDDD outlining the reasons for the substitution prior to the termination of the original DMWBE. The Contractor must submit to BDDD with the request for substitution, an Intent to Perform as a Subcontractor form to verify that the new DMWBE firm(s) is certified by an approved certifying agency. The BDDD will approve or disapprove the substitution based on the submitted documentation. If the proposed substitution is approved, the contractor shall provide to BDDD, if requested, within five ("5") business days of its receipt of the request, a copy of the executed subcontract agreement with the substituted DMWBE firm.
- 6.8.6 All changes to the Intent to Perform as a Subcontractor form submitted in response to a bid/proposal, excluding vendors, shall be submitted for review and approval through Request

for Approval of Change to Final Schedule of Subcontractors form, in accordance with the Board's procedures when adding, changing, or deleting subcontractors/subconsultants on Board projects. Contractors shall make a good faith effort to replace DMWBE subcontractors/subconsultants unable to perform on the contract with another DMWBE to the extent needed to achieve the DMWBE commitment agreed to at contract award.

- 6.8.7 In the event that a firm submitted by a Bidder, Proposer, or Contractor in accordance with the requirements of the CERTIFICATION section above can not be certified, the Contractor will be notified and given an opportunity to substitute a certified DMWBE firm for that firm. The Contractor will have ten (10) business days from the date of notification to accomplish the substitution. In the event the Contractor is unable to contract with another substitute DMWBE firm, the good faith efforts that the Contractor made in attempting to contract with a substitute must be documented to the Vice-President of BDDD or designee at the end of the same ten (10) business day period.
- 6.8.8 If the prime contractor does not comply with these provisions relating to the modification or termination of, and/or substitution for, a DMWBE subcontractor, or relating to the Contractor's performance of the subcontract work with its own forces, the Board may elect to apply contract remedies as described in the Board DMWBE Policy and Procedures Manual and these DMWBE Contract Provisions. At no time shall a DMWBE subcontractor be given a termination notice, or have its participation modified, or its work performed by the Contractor's own forces unless the Contractor has received prior written approval to do so from BDDD. Additionally, the Board may order that the Contractor forfeit, and the Contractor shall in that event forfeit, the profits from the terminated, or terminated portion of the DMWBE subcontract for from the portion of the subcontract work performed by the Contractor's own forces. The BDDD reserves the right to request, and in that event Contractor shall provide to BDDD, any information and/or documentation regarding a substitution, termination, modification or a performance of subcontract work by Contractor's own forces addressed in this Section.

## 6.9 COMPLIANCE AND ENFORCEMENT

- 6.9.1 The Contractor shall forward all necessary documents and information to close out the contract and shall cooperate with the Board in providing the final accounting for DMWBE participation on the contract. BDDD reserves the right to exercise all rights and remedies including those in the PAYMENT section to ensure receipt of all necessary documents.
- 6.9.2 All participants in the DMWBE business process must comply with the Board's requirements set forth in the DMWBE Policy and Procedures Manual, and these DMWBE Contract Provisions as well as with applicable federal and state laws. BDDD reserves the right to apply legal and contract remedies available under federal, state and local law, including but not limited to, adverse responsibility determinations in connection with the award of future contracts, suspension and debarment procedures and forfeiture of profits as provided for elsewhere.
- 6.9.3 The DMWBE participation percentage commitment made by the Contractor at the time of contract award is deemed to be contractual in nature. Therefore, failure of the Contractor to meet the DMWBE participation percentage commitment in any Board contract may constitute a material breach of the contract. The Board shall have the right to terminate the contract, deduct from money due or to become due the Contractor an amount equal to the dollar amount of the unmet DMWBE participation commitment, secure a refund from the Contractor of that amount, or pursue other such remedies at law or in equity to which the Board may be entitled. Any money deducted or refunded under this Section shall be collected and considered liquidated damages for Contractor's failure to comply with the Contract, not as a penalty.
- 6.9.4 The Board may report any suspected false, fraudulent or dishonest conduct relating to Contractor's performance, attempted performance or purported performance of its obligations under these DMWBE Contract Provisions to the Board's Department of Audit Services or to any applicable enforcement agency including the State Attorney General's Office.

**END OF SPECIAL PROVISIONS**



## PAY PERIOD ACTIVITY REPORT (PPAR) INSTRUCTIONS

### Section 1: Prime Contractor/Consultant Information

Rows 1 - 9 need to be fill out completely

- 1 State reporting month and year
- 2 State Invoice date
- 3 Identify Prime Contractor/Consultant Name
- 4 List Current Contract Value (Include Original Contract Amt., Modifications & COs)
- 5 Specify Headquarter/Corp office Address
- 6 List Contract Numbers ( 500's, 700's, 800's, 900's)
- 7 List Supplement Agreement Number if applicable
- 8 Identify Pay Request Number
- 9 List Project Title/Contract Name

### Section 2: Subcontractor/Sub-Consultant Award

- 1 List all subcontractor/sub-consultants
- 2 Identify NCTRCA Certification using ethnicity/gender code i.e. WF (White Female) \*, PM (Asian-Pacific Male) \*, etc. Place X for non-minority business.
- 3 Identify services
- 4 List committed amount (Include Original Contract Amt., Modifications & Change Orders)
- 5 List paid through reporting date amount (cumulative)
- 6 List monthly amount, it will be the difference between last report month and current report month
- 7 In column # 10 list prime name in the box below
- 8 Total all columns at the end of each row.
- 9 If there's no reporting for the current month enter 0 amt. \*

Ethnicity	Ethnicity Code
Black	B
Hispanic	H
Asian-Pacific	P
Asian-Indiana	I
Native American	N
White Female	W

### Section 3: Prime Contractor/Consultant Monthly Summary

- 1 Under A. list primes participation monthly payment
- 2 Under B. list DMWBE subs participation
- 3 Under C. list NON-DMWBE subs participation
- 4 Under D. total A, B, and C, for an overall monthly total
- 5 To achieve your percentages follow the notes below;  $A\% = A \text{ divide by } D$   $B\% = B \text{ divide by } D$   $C\% = C \text{ divide by } D$   $\% = D \text{ divide by Contract Value}$

### Section 4: Prime Contractor/Consultant Cumulative Dollar Amount

- 1 Under A. list primes participation monthly payment
- 2 *Under B. list DMWBE subs participation*
- 3 *Under C. list NON-DMWBE subs participation*
- 4 *Under D. total A, B, and C, for an overall monthly total*
- 5 To achieve your percentages follow  $E\% = E \text{ divide by } H$   $F\% = F \text{ divide by } H$   $G\% = G \text{ divide by } H$   $H\% = H \text{ divide by Contract Value}$

\*\* Include Telephone, Fax No., and E-mail Address

## **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 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 Board to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from Board or its Authorized Representative.
- 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 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.

### 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:

- Neglect of duty;
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting;
- Theft, vandalism, immoral conduct or any other criminal action;
- Selling, consuming possessing or being under the influence of intoxicants, alcohol, or illegal substances that produce similar effects while on duty;
- Possession of a weapon on Airport property;
- Organizing or participating in any form of gambling;
- Misuse of equipment, computers or internet access.

4.3 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.

4.4 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.

4.5 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 or in Contract time as a result of authorizing a change in methods or equipment under this subsection.

## 5 CODE OF BUSINESS ETHICS

- 5.1 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/procurement/index.php](http://www.dfwairport.com/procurement/index.php).
- 5.2 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.
- 5.3 Any questions related to the interpretation of this Section shall be directed to the Airport Board's General Counsel.
- 5.4 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.

## 6 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.

## 7 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.

## 8 CONTRACT

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.

- Addenda, if any
- Solicitation Specifications / Scope of Work;
- Special Provisions;
- General Terms and Conditions;
- Contractor's Bid / Proposal.

## 9 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

- 9.1 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.
- 9.2 In addition, at its own expense, the Contractor shall:
  - 9.2.1 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.
  - 9.2.2 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.
  - 9.2.3 Provide competent supervisors and workmen;
  - 9.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;
  - 9.2.5 Perform the Work without unnecessarily interfering with Board operations;
  - 9.2.6 Provide all vehicles and tools as necessary for its use; and
  - 9.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

## 10 DELIVERIES OF PRODUCT(S)

- 10.1 Delivery date is an important factor to the Board and may be required to be a part of each bid. The Board considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the Board at the specified delivery location.
- 10.2 All product(s) covered by this bid shall be delivered F.O.B. Destination DFW Airport, from point of assembly to the Dallas/Fort Worth area by railway freight or conveyed by truck or airfreight. The Board shall not be liable for any deliveries unless same has been received at the specified delivery location within the Dallas/Fort Worth International Airport, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Bidder until after the Board completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Bidder.
- 10.3 Delivery will be made only upon authorization of the Board's Technical Representative or Board's Vice President of PMM or designee, and shall be made if, as, and when required and ordered by the Board, at such intervals as directed.
- 10.4 Bidder warrants that all deliveries made under the Contract will be of the type and quality specified; and the Board's Vice President of PMM may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The Board shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.
- 10.5 Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Board's Vice President of PMM to acquire quantities 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.

- 10.6 All materials delivered if required 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.
- 10.7 Acceptance by the Board of any delivery shall not relieve the Contractor 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.

## 11 DELIVERY LOCATION

- 11.1 Unless otherwise directed by the specifications, order, or the Board's Technical Representative, the products to be furnished under this Contract shall be delivered to:

Dallas/Fort Worth International Airport Board  
Procurement and Materials Management Department  
3122 East 30<sup>th</sup> Street (Carbon Road)  
DFW Airport, Texas 75261

- 11.2 Successful Bidder may be required to provide notification of intent to deliver at least twenty-four (24) hours in advance of scheduled delivery. Unless otherwise agreed upon at time of notification, delivery must be accomplished between the hours of 8:00 a.m. and- 4:00 p.m., Monday through Friday (excluding Board-observed holidays).

## 12 DELIVERY / PERFORMANCE OF SERVICES

- 12.1 **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.**
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 Failure of Contractor to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Contractor in default.

12.9 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.

### 13 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.

### 14 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.

### 15 FISCAL YEAR FUNDING

The Board's fiscal year begins October 1 and ends the following September 30. 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 Board.

### 16 FORCE MAJEURE

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.

### 17 INDEMNIFICATION AND HOLD HARMLESS

- 17.1 **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, INCLUDING WITHOUT LIMITATION ATTORNEY'S 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.**
- 17.2 **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.**
- 17.3 **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.**

#### **18 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.

#### **19 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.

## 20 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (DMWBE) PARTICIPATION

- 20.1 It is the policy of the Board to remove barriers for Minority and Women-Owned Business Enterprises (DMWBEs) to compete and create a level playing field for DMWBEs to participate in Board contracts and related subcontracts.
- 20.2 Additional DMWBE Program requirements, if any, shall be included in the Special Provisions Section of this Contract.
- 20.3 The Contractor specifically agrees to comply with all applicable provisions of the Board's DMWBE Program and any amendments thereto. The Contractor agrees to include all Board DMWBE Program requirements in all subcontracts and to further require all subcontractors to include all DMWBE Program requirements into all sub-subcontracts. All subcontractors at all tiers agree to comply with all applicable provisions of the Board's DMWBE Program.

## 21 NEW MATERIALS

All products and components to be provided under this Contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production, and of the most suitable grade for the purpose intended, unless otherwise specified. If at any time during the performance of this Contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, it shall notify the Vice President of PMM immediately, in writing, including the reasons and proposing any consideration which will flow to the Board if authorization to use such supplies or components is granted.

## 22 NON-DISCRIMINATION

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.

## 23 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.

## 24 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.

## 25 PROTECTION AND RESTORATION OF PROPERTY

- 25.1 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.

- 25.2 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.

## 26 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.

## 27 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.

## 28 TAX EXEMPTION 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.

## 29 TEMPORARY SUSPENSION OF THE WORK

- 29.1 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.
- 29.2 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.

- 29.3 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.

### 30 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES

In the event of default by the Contractor, the Contractor may be given written notice to cure the default, detailing the nature of the default and the recommended remedy to the default. The Contractor shall have seven (7) days to respond to the notice and should recommend a cure and any associated plan of action. The Contractor shall have thirty (30) days from the date of receipt of the notice 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.

### 31 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.

### 32 TERMS OF PAYMENT

- 32.1 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. If no payment term is identified in the Contract, the contractor shall be allowed to invoice once per month and the payment will be made Net 30 days after receipt of a valid invoice. Invoices shall be fully documented in accordance with the specifications.
- 32.2 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.
- 32.3 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.
- 32.4 Upon payment by the Board, Contractor shall pay each subcontractor the appropriate share of the payment no later than the tenth (10th) calendar day after the day on which the Contractor receives payment from the Board.
- 32.5 Unless otherwise directed, invoices shall be submitted to:
- Dallas/Fort Worth International Airport Board  
PMM Contract Payables  
P. O. Box 619428

Dallas/Fort Worth Airport, Texas 75261-9428

**33 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.

**34 WARRANTY INFORMATION**

Manufacturers' standard warranty for parts and labor must be included in the prices bid and must meet or exceed any additional warranty requirements specified herein. All manufacturers' warranties shall inure to the benefit of the Board, and replacement of defective materials shall be made promptly upon request. All warranties are subject to compliance with the Uniform Commercial Code. Warranty shall be effective the date of acceptance by the Board.

**END OF GENERAL TERMS AND CONDITIONS**

**BID RESPONSE FORMS**

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

FROM: \_\_\_\_\_  
 BIDDING FIRM

1 **BID PRICING:** The undersigned, as an independent contractor, hereby offers to provide to the Dallas/Fort Worth International Airport Board (Board), at the terms and conditions contained in this Solicitation No. **7005225** and this Bid, the following goods and/or services at the prices hereby bid:

	Description	Estimated Quantity Per Year	Unit Price	Extended Price
1	LRP Mobile Extraction Events	8		
2	Storm Sewer Joint Inspections	4		
3	Terminal E Tunnel Trench Drain Inlet inspections	2		
			<b>Total</b>	
<b>Laboratory Analytical Cost</b>				
4a	BTEX SW8260	96		
4b	TPH by Texas 1005	104		
4c	VOCs by EPA 624	8		
4d	SVOCs by EPA 625	8		
4e	Oil and Grease by EPA 1664	8		
4f	Total Cyanide by EPA 335.3	8		
4g	10 metals (As, Cd, Cr, Cu, Pb, Ni, Se, Ag, Zn, Hg)	8		
4h	Air - BTEX by TO3	128		
4i	Air- TPH by TO3	128		
			<b>Total</b>	
<b>Employee Hours</b>				
5a	Routine and Non Routine Operation and Maintenance hours (technical)	750 hours		
5b	Routine and Non Routine Operation and Maintenance hours (management)	75 Hours		
5c	System Optimization and well gauging (technical)	300 Hours		
5d	System Optimization and well gauging (management)	108 Hours		
5e	Coordinating events, Escorting, and supervising contractors (technical)	125 Hours		
5f	Coordinating events, Escorting, and supervising contractors (management)	75 Hours		
5g	Bi-weekly Reporting (management)	204 Hours		
5h	Bi-weekly Reporting (technical)	50 Hours		
5i	Quarterly Reporting (management)	140 Hours		
5j	Quarterly Reporting (technical)	40 hours		
5k	Mobile Extraction Events (technical)	80 hours		

	Description (Continued)	Estimated Quantity Per Year	Unit Price	Extended Price
5l	Mobile Extraction Events (management)	40 hours		
			<b>Total</b>	
<b>Filter Replacement</b>				
6a	Tertasolv Organo Clay change out	4		
6b	AF 5000 Carbon Filter Vessel change out	6		
6c	fork lift for carbon change out	6		
			<b>Total</b>	
<b>Tools</b>				
7a	PID rental	60		
7b	EIP rental	32		
7c	Miscellaneous Tools and Materials (Table of Spare Parts List attached)	As Needed	Bulk	
7d	Vacuum Truck Services	3600 gallons		
			<b>Total</b>	
			<b>Grand Total</b>	

2 Provide price escalation, **if any**, for the second year of the initial contract term:

- A. Items 1, 2 and 3: \_\_\_\_\_ percent
- B. Item 4 Category: \_\_\_\_\_ percent
- C. Item 5 Category: \_\_\_\_\_ percent
- D. Item 6 Category: \_\_\_\_\_ percent
- E. Item 7 Category: \_\_\_\_\_ percent

3 Payment terms: Net \_\_\_\_\_; \_\_\_\_\_ % discount in \_\_\_\_\_ days.

**4 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.

Bidder's authorized agent must indicate if Bidder 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. Bidders will not be penalized for not agreeing to this Provision.

Yes, Agree to Cooperative Purchasing Provision

No, Do Not Agree to Cooperative Purchasing Provision



**ORGANIZATIONAL SUMMARY INFORMATION**

---

1. BIDDING FIRM: \_\_\_\_\_

2. Social Security or Taxpayer Identification Number: \_\_\_\_\_  
(NOTE: Submit copy of Bidder'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:

Small Business

DMWBE

- Caucasian Woman Owned
- Black American Owned
- Hispanic American Owned
- Asian Pacific American Owned
- American Indian Owned
- Black American Woman Owned
- Hispanic American Woman Owned
- Asian Pacific American Woman Owned
- American Indian Woman Owned
- Other (Please Define):

\_\_\_\_\_

Certified as a State of Texas Historically Underutilized Business (HUB)

ID Number: \_\_\_\_\_

Certified as Minority/Women Business Enterprise by the North Central Texas Regional Certification Agency (NCTRCA)

NCTRCA Certification Number: \_\_\_\_\_

Additional Comments if Desired:

\_\_\_\_\_

**WORK FORCE COMPOSITION**

BIDDING FIRM \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

Full Time Employees	Total No. Employees			White			American Indian			Black			Hispanic			Other*		
	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%
Administrative & Managerial																		
Professional																		
Technical																		
Sales Workers																		
Office & Clerical																		
Skilled Workers																		
Semiskilled Workers																		
Unskilled Workers																		
Apprentices																		
Seasonal, Temporary & Part Time																		
<b>TOTAL</b>																		

Remarks \_\_\_\_\_  
 \_\_\_\_\_

\* Please use additional sheets to identify the ethnicity of employees identified in this category.

**SCHEDULE OF SUBCONTRACTORS**

Bidder/Contractor: \_\_\_\_\_  
 DBE                       MBE                       WBE                       NON-D/MWBE

Contract Name: \_\_\_\_\_ Solicitation Number: 7005225

As part of the procedures for the submission of a complete Bid, all Bidders are required to identify **ALL** participating subcontractors applicable to the above project and include this form as part of the Bid. The submission of this information is considered an issue of responsibility, and the Board will not award a contract to any Contractor who has not supplied this documentation. Use additional sheets if necessary. <sup>(1)</sup>

Name of Subcontractor(s)	Certification Status <sup>(2)</sup> (check the applicable)				Description of Material or Service Being Provided	Dollar Amount (\$) or Percentage (%) of Work
	DBE	MBE	WBE	NON-DMWBE		
Dollar Amount /Percentage of Work to be Completed by Non-DMWBE Subcontractors						
Dollar Amount/Percentage of Work to be Completed by DMWBE Subcontractors						
Dollar Amount/Percentage of Work to be Self-Performed by the Prime Contractor						
Total Dollar Amount/Percentage of Work (The Total Dollar Amount shall equal the Total Amount on Bid Pricing Form / Total Percentage shall equal 100%)						

**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 information or exercise positive, good faith efforts (as defined by the Board's DMBE Program) in support of the Board's minority/women business intent and objective may result in being considered non-responsive to the Board's requirements. It is further understood and agreed that, if awarded a Contract by the Board, the Contractor will not make additions, deletions, or substitutions to this list of DMWBE subcontractors without the consent of the Board's Vice President of Business Diversity and Development Department (BDDD) or designee through the submittal of a Request for Approval of Change to Final Schedule of Subcontractors form, if this is determined to be the final schedule. The BDDD reserves the right to recommend an audit on the submitted DMWBE information as deemed necessary

(Signature on Bid Endorsement Form)

(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 a Board contract at any tier.

(2) In order to credit the participation of disadvantaged, minority and woman-owned businesses on Board procurements towards the Board's overall and contract specific DMWBE goals, the Board will require that disadvantaged, minority and woman-owned businesses are certified as DMWBEs by BDDD or a certification agency approved by the Board BDD department. As Defined in the DMWBE Policy and Procedures Manual.

**INTENT TO PERFORM/CONTRACT AS A DMWBE SUBCONTRACTOR**

The Airport requires that minority and woman-owned businesses be certified as DMWBEs by BDDD or an approved certification agency as defined in the DMWBE Policy and Procedures Manual.

- 1. Contract / Solicitation Number: 7005225
- 2. Name of Bidder / Prime Contractor \_\_\_\_\_
- 3. Address, City, State and Zip \_\_\_\_\_
- 4. The Prime Contractor designates the following person as their high-level official designated to administer and coordinate the efforts to carry out the Board's DMWBE policy requirements on behalf of the Prime Contractor:

\_\_\_\_\_  
(Name and Title -Please Print)

\_\_\_\_\_  
(Phone)

The undersigned subcontractor is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):

- 1. Scope of Work: \_\_\_\_\_
- 2. Price: \$ \_\_\_\_\_
- 3. DMWBE Certification: \_\_\_\_\_
- 4. 2nd Tier Subcontracting \_\_\_\_\_ % of the proposed subcontract described above will be sublet and/or awarded to a Non-DMWBE contractor(s)

\_\_\_\_\_  
(Name of D/M/WBE Subcontracting Firm)

\_\_\_\_\_  
(Address, City, State and Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(Signature of Owner, President or  
Authorized Agent)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Date)

**DECLARATION OF PRIME CONTRACTOR**

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 DMWBE firm stated above signed this form in the place indicated, and no material facts have been omitted.

The Bidder affirms that the Prime Contractor has no ownership or financial interest in the above DMWBE subcontracting firm. Except as authorized by the Vice President of Business Diversity and Development Department or his designee, the Bidder shall enter into a formal agreement with the listed DMWBE firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by the Board. The undersigned will, if requested, provide the Vice President of BDDD 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 DMWBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.

(Signature on Bid Endorsement Form)

**BID ENDORSEMENT FORM**

---

The undersigned, in submitting this Bid 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 BIDDER AGREES THAT THIS BID, WHEN ACCEPTED BY THE BOARD SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE BIDDER 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 Bidder and the Board. After bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

BID FOR SOLICITATION NO. 7005225  
SUBMITTED BY:

---

**(OFFICIAL NAME OF BIDDING FIRM)**

By: \_\_\_\_\_  
(Original Signature of Bidding Firm's Authorized Agent)

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

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)