



DALLAS/FORT WORTH  
INTERNATIONAL AIRPORT

# REQUEST FOR PROPOSAL

**Solicitation No. 8004115**

**Pension Advisory Services**

**Deadline for Proposal Submittal:**

**Thursday, February 9, 2010 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:**

**Mr. Shannon Hamilton  
972-973-5601 (fax)  
shhamilton@dfwairport.com**

**Mail or Deliver Complete Bid Package 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-Proposal Conference Will Be Held**

A Pre-Proposal Conference will be held on January 26, 2010, at 3:30 p.m. (Central) at the Administration Board Room, 3200 E. Airfield Dr. DFW Airport, TX 75261. While attendance is not mandatory, all interested firms are encouraged to attend. See Proposal Instruction and Requirements Section for details.

# SOLICITATION SUMMARY

## 1 GENERAL DESCRIPTION

Solicitation No. 8004115, for Pension Advisory Services

## 2 SCHEDULE OF EVENTS

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

RFP Release Date:..... January 18, 2010

Pre-Proposal Conference: . January 26, 2010

Deadline for Questions: ..... February 1, 2010

Proposal Due Date: ..... Tuesday, February 9, 2010

Evaluation Period: ..... February 10 – 12, 2010

Interviews: ..... February 15 – 17, 2010

Board Approval Date: ..... March 5, 2010

Notice to Proceed.....

## 3 CONTRACT TERM

Three (3)-year period with options to renew for two (2) additional one (1)-year periods,

## 4 DISADVANTAGED, MINORITY, WOMEN OWNED BUSINESS ENTERPRISE GOAL

DMWBE subcontracting goal for this contract is: 0 %

## **TABLE OF CONTENTS**

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### **PROPOSAL INSTRUCTION AND REQUIREMENTS**

- 1 *Definitions*
- 2 *Contact Information*
- 3 *Pre-Proposal Conference*
- 4 *Addenda*
- 5 *Disadvantage, Minority and/or Women-Owned Business Enterprises*
- 6 *Proposal Preparation*
- 7 *Proposal Format Requirements*
- 8 *Submittal of Proposals*
- 9 *Proposal Receipt / Evaluation of Proposals*
- 10 *Proposal Award*
- 11 *Contract With The Board*
- 12 *Determination of Non-Responsible Proposer*
- 13 *Determination of Non-Responsive Proposal*
- 14 *Rejection of Proposals*
- 15 *Withdrawing Proposals*
- 16 *Proposal Preparation Forms*
  - a. *Proposal Submittal Label*
  - b. *No Proposal Information*
  - c. *Bid/Proposal Checklist*

### **EVALUATION CRITERIA**

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

- 1 *Introduction / General Overview*
- 2 *Specifications / Scope Of Work*
- 3 *Proposer Qualifications*

#### **SPECIAL PROVISIONS**

- 1 *Contract Term*
- 2 *Disadvantaged/Minority and Women-Owned Business Enterprise (DMWBE)*
- 3 *Insurance*
- 4 *Exhibit A – Bond Forms*
- 5 *Exhibit B – Workers Compensation Hold Harmless and Indemnification Agreement*
- 6 *Exhibit C – Minority/Women Business Enterprise Program Pay Period Activity Report*

#### **GENERAL TERMS AND CONDITIONS**

- 1 *Assignment*
- 2 *Changes In Contract*
- 3 *Code of Business Ethics*
- 4 *Compliance With Laws*
- 5 *Confidential or Proprietary Information*
- 6 *Contract*
- 7 *Delivery / Performance of Services*
- 8 *Disadvantaged, Minority and Women-Owned Business Enterprise Participation*
- 9 *Dispute Resolution*
- 10 *Financial Interest*
- 11 *Fiscal Year Funding*
- 12 *Force Majeure*
- 13 *Indemnification and Hold Harmless*
- 14 *Independent Contractor*
- 15 *Jurisdiction*
- 16 *Non-Discrimination*

- 17 *Notice of Delays*
- 18 *Personal Liability of Public Officials*
- 19 *Severability*
- 20 *Tax Exemption Status*
- 21 *Temporary Suspension of Work*
- 22 *Termination of Contract: Default And Remedies*
- 23 *Termination of Contract For Board Convenience*
- 24 *Terms of Payments*
- 25 *Third-Party Beneficiary Clause*

**PROPOSAL RESPONSE FORMS**

- 1 *Proposal Pricing Format*
- 2 *Cooperative Purchasing Provisions*
- 3 *Insurance Review Verification*
- 4 *Organizational Summary Information*
- 5 *Workforce Composition Form*
- 6 *Schedule of Subcontractors*
- 7 *Intent to Perform/Contract as a Subcontractor*
- 8 *Insurance Affidavit*
- 9 *Business Disclosure Form*
- 10 *Proposal Endorsement Form*

## **PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

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

### **1 DEFINITIONS**

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

### **2 CONTACT INFORMATION**

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

### **3 PRE-PROPOSAL CONFERENCE**

3.1 If a Pre-Proposal Conference is held, it shall be open to all interested parties prior to Deadline for Proposal Submittal for the purpose of discussing the requirements of the solicitation and/or to inspect the location where Work is to be performed. All Proposers are strongly encouraged to attend. Proposers may make written inquiries concerning the RFP to obtain clarification of the requirements. Inquiries must be submitted in writing no later than the due date and time identified in Section 3 above. Inquiries received by this deadline, and corresponding answers, will be available to Proposers of record as soon as possible. A response to inquiries is at the sole discretion of the Board.

3.2 Proposers that do not attend may be required to provide additional information or documentation to validate that they fully understand the Board's requirements.

3.3 It is the responsibility of the Proposer to fully understand the scope of work and the conditions under which Work is to be performed. Failure to attend a Pre-Proposal Conference shall not relieve a Proposer from full performance of any Contract awarded to the satisfaction of the Board.

### **4 ADDENDA**

4.1 The Board may, at its sole discretion, elect to issue changes or clarifications to the Proposal Solicitation. The Board will issue changes or clarifications in the form of a written addendum. Written addenda shall be the **ONLY FORM** of amendment to the Solicitation. Other written information or verbal communications, including but not limited to discussion in a Pre-Proposal conference, shall not constitute a change to the requirements of the Solicitation. Addenda, if issued, will be mailed, faxed, and/or emailed to all known prospective Proposers and posted on the Board's website ([www.dfwairport.com](http://www.dfwairport.com)) prior to the date and time of the Deadline for Proposal Submittal.

4.2 It is the Proposer's responsibility to ensure receipt of any addenda issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from any obligations under its Proposal as submitted. The Proposer must sign all addenda and return them with their Proposal. All addenda shall become part of the Contract documents.

### **5 DISADVANTAGED, MINORITY AND/OR WOMEN-OWNED BUSINESS ENTERPRISES (DMWBE)**

4.1 The Board strongly encourages DMWBE (disadvantaged/minority/women-owned business enterprise) firms to participate in this solicitation and encourages joint venture Proposals that include M/WBE firms.

- 4.2 Proposers are directed to review the Special Provisions and the related forms within this Solicitation document for specific goals and compliance requirements.

## 5 PROPOSAL PREPARATION

- 5.1 Submittals: Proposer must submit all Proposal Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its Proposal. Proposer's failure to include all submittals may be cause to consider a Proposal non-responsive.
- 5.2 Endorsing the Proposal: An authorized officer of the Proposing Firm must sign the Proposal. Signature of the Proposal will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Proposal Response Forms. Proposers that take exception to the Board's General Terms and Conditions, Special Provisions, and/or Specifications shall do so at the risk of Proposal rejection. Electronic signature using the Board's online Proposal System shall comply with this requirement.
- 5.3 Proposal Language / Currency: Proposers must submit their Proposal in the English language and Proposal pricing must be in Dollars of the United States of America.
- 5.4 Freight and Shipping: Proposal prices shall include the cost to ship all products and materials to the Dallas/Fort Worth International Airport, F.O.B. Destination, Freight Prepaid and Allowed.
- 5.5 Tax Exempt Status: Purchases by the Airport Board are exempt from sales and use tax under Section 151.309 of the Texas Tax Code (the "Code"). In addition, Contractor purchases of tangible personal property and taxable services for the purpose of reselling them to the Board under this Contract may also be exempt from sales and use tax under Code Section 151.302. Where legally permitted, Contractor shall provide the vendor or supplier with a properly executed resale certificate at the time of purchasing tangible personal property and/or taxable services that are to be resold to the Board under this Contract.
- 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, Proposer must note the difference on an attached document that details the exception(s) to specifications. Failure of the Proposer to make the required acknowledgements may cause the Proposal to be considered non-responsive, in the sole determination of the Board. Should any product be delivered or service performed which is not as the Successful Proposer has purported it to be in its Proposal, said Successful Proposer will be required to correct any deficiencies without additional cost to the Board.
- 5.7 Proposer Requirements: The Proposer must have demonstrated experience in the successful completion of Scope of Work / Specifications of a similar nature and scope. The Successful Proposer must take prime contractor responsibility, including the management and performance of all subcontractors and products (goods) provided.
- 5.8 Solicitations Including Requirements for Goods
- 5.8.1 Brand Name or Equal: To establish an understanding of the type products that will be considered responsive to the Specifications, specific manufacturers and series or model numbers may have been referenced. Such brand identification is intended to be descriptive, not restrictive, and is referenced to indicate the quality and characteristics of products that will be satisfactory. Other makes and models may be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.
- 5.8.2 Proposals offering "equal" products will be considered for award if such products are clearly identified in the Proposals and are determined solely by the Board to be equal in all material respects to the brand name products referenced.
- 5.8.3 Proposers must submit with their Proposal, complete manufacturer's descriptive literature and identification of the product being offered.

- 5.8.4 Proposers proposing products other than that specifically referenced must be prepared, if requested by the Board, to fully demonstrate that the proposed products are equivalent to the referenced products and capable of achieving the desired results. Such demonstration(s) shall be made solely at the Proposer's expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Board.
- 5.8.5 Unless the Proposer clearly indicates in its Proposal that it is offering an "equal" product, its Proposal shall be considered as offering the brand name and product model referenced.
- 5.9 Alternate Proposals: Alternate Proposals may be considered only if the Proposer submits a Base Proposal based on the specifications provided in this Solicitation. Proposer must submit any Alternate Proposal separately from the Base Proposal and it must be clearly labeled as an Alternate Proposal. All Alternate Proposals must identify the impact on the Specifications, if any, by providing proposed replacement wording for the performance/functional specifications as well as a detailed description of what is proposed, the advantages/disadvantages of such an alternative, the impact on project pricing, scheduling and any other information that would in your view be helpful to the Board in understanding the viability of such an alternative proposal.. The Board reserves the sole right to accept or reject an Alternate Proposal.
- 5.10 Proposer Costs: Any costs that may be incurred to prepare responses, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and / or contract negotiations, if applicable, shall be the sole responsibility of the Proposer.
- 5.11 Confidential or Proprietary Markings: Any portion of the Proposal that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposing Firm, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the Board with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.
- 5.12 Ancillary/Integral Professional Services: In selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, Proposer shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and so shall certify to the Board with its Proposal.

## 6 PROPOSAL FORMAT REQUIREMENTS

### 6.1 Overview

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

### 6.2 Proposal Organization

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

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

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

**6.2.4.2 Table of Contents**

Include references to sections and page numbers.

**6.2.4.3 Disclosure Statements**

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

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

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

**6.2.4.4 Addenda**

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

**6.2.4.5 Tab 1 - Brief Executive Overview (1 Page Limit)**

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

6.2.4.5.2 Overall summary regarding plans to meet Board requirements.

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

6.2.4.5.4 Proposers shall complete the forms titled "Organizational Summary Information" and "Business Disclosures" included in this Solicitation.

**6.2.4.6 Tab 2 - Relevant Information (1 Page Limit)**

6.2.4.6.1 Include in this section all other contractor and subcontractor information that is relevant to this Scope of Work / Specifications, if any, and is not included elsewhere. Proposers may include relevant company brochures, published articles, abstracts, etc.

6.2.4.6.2 Brochures, catalogs, pre-printed matter or other relevant information not suitable for inclusion within the proposal binder may be provided in loose form. This material shall be

provided for the original and all copies. Each set shall be sealed in an individual envelope marked on the outside as follows:

Additional Information for Solicitation No.: \_\_\_\_\_  
Proposal Title: \_\_\_\_\_  
Deadline for Proposal Submittal: \_\_\_\_\_  
Name of Proposer: \_\_\_\_\_  
1 of N (N is the number of envelopes per set): \_\_\_\_\_

**6.2.4.7 Tab 3 – Statement of Work (3 Page Limit)**

- 6.2.4.7.1 Identify all major project tasks and milestones for the Work to be performed.
- 6.2.4.7.2 If appropriate, identify all major project tasks and milestones to be performed by subcontractors; group all project tasks by the associated subcontractor.
- 6.2.4.7.3 Describe how the Proposer plans to successfully accomplish the Scope of Work / Specifications objectives.
- 6.2.4.7.4 Identify the anticipated responsibilities of Board staff along with a project estimate of person hours, as appropriate.
- 6.2.4.7.5 List other team members and their roles. Include all resources required for the Scope of Work / Specifications.
- 6.2.4.7.6 Provide a proposed project organizational chart, identifying reporting structure and areas of responsibility; if applicable, include proposed project labor hours for each team member.

**6.2.4.8 Tab 4 - List of Exceptions/Substitutions (E/S)**

- 6.2.4.8.1 Although the Scope of Work included Project Requirements of the solicitation represents the Board's anticipated needs, there may be instances in which it is in the Board's best interest to permit exceptions to requirements and accept proposed alternatives.
- 6.2.4.8.2 It is extremely important for the Proposer to make clear where exceptions to the Scope of Work are taken and how substitutions shall be provided. The Board does not recognize strikeouts, deletions, or changes to Solicitation documents. Therefore, exceptions, conditions, clarifications and/or substitutions to the provisions of the Board's requirements must be clearly identified as such, in accordance with Paragraph below, "Response Definitions." If the Proposer does not make it clear that an exception is taken, the Board shall assume the Proposer is responding to and shall meet the Board's stated requirements.
- 6.2.4.8.3 Response Definitions - The following definitions and abbreviations are to be used by the Proposer in any list when referencing compliance (CO), exception (E), or substitution/clarification (S) in the Proposer's response. The following definitions apply: CO = COMPLIANT - Compliant with or exceeds specification/requirement as stated, the feature, functionality, service or requirement shall be met or provided; E = EXCEPTION - The feature, functionality, service or requirement shall not be provided for the following reason; S = SUBSTITUTION OR CLARIFICATION – The Proposer offers something other than is appears to be stated in the Board's requirements or Proposer desires to define in alternative language the requirement to avoid any misunderstanding and/or to define the Proposer's understanding of the requirements.
- 6.2.4.8.4 Identify each CO/E/S by clearly referencing the page number, section number, subsection number, item number or letter, and, if necessary, paragraph, or line number.
- 6.2.4.8.5 Identify each item clearly as compliant, exception, or substitution. It is not necessary to include the entire text of a particular section or subsection. However, for ease of reference, Proposers may use portions of the solicitation's text, if helpful in explanation.

- 6.2.4.8.6 For substitutions/clarifications, provide an explanation of the difference between what the solicitation requests and what is proposed. The Board is open to other means of accomplishing the requested Work. Proposers must explain why they believe their method of accomplishing the Work is equal to or better than that specified by the Board.
- 6.2.4.8.7 For any exception(s) taken, provide a rationale in as much detail as possible.
- 6.2.4.8.8 Begin responses to the major sections of the solicitation on a new page.
- 6.2.4.8.9 Exceptions to the Sample Contract, including any attachments: Exceptions, conditions, or qualifications to the provisions of the Board's Contract documents, if any, must be clearly identified as such (by page, paragraph, line, word and number), followed by the proposed alternate language. The Board shall consider the number and substance of alterations to the Board's Contract documents as a factor in determining the most advantageous response.
- 6.2.4.9 Tab 5 – Management (3 Page Limit)**
- 6.2.4.9.1 Identify inherent Scope of Work / Specifications challenges and the overall plan for meeting project management challenges and requirements.
- 6.2.4.9.2 Describe how the Proposer plans to manage this Scope of Work / Specifications and identify the individual who will function as the project manager, including name, home base and brief overview of their qualifications. Include, at the end of this section, the proposed project manager's resume.
- 6.2.4.9.3 List all ser team members and their roles. Include all human resources contributing to the Scope of Work / Specifications and their respective major area of responsibility in this project as well as the percentage of time to be spent on this project. Include the resumes (biographical information) at the end of this section for all proposed program personnel.
- 6.2.4.9.4 Provide a project schedule in Gantt Chart format including but not limited to key project tasks.
- 6.2.4.9.5 Provide the plan ensuring quality of the Work.
- 6.2.4.10 Tab 6 - Reference List/Experience (Limit one page per reference)**
- 6.2.4.10.1 FOR THE PRIME CONTRACTOR - Provide a list of five (5) different and most recent entities for which Work has been completed. The reference list must include public entities for which Work of similar scope and complexity has been completed by the Proposer. Include the following information:
- Company/Entity name
  - Address
  - Contact names (IT, project leader, and functional contacts)
  - Phone number
  - Facsimile number
  - Email addresses (if known)
  - Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any prime or sub consultant team members who worked on the referenced project that are also proposed for this solicitation's Scope of Work.
- 6.2.4.10.2 Provide the following information for at least two (2) completed projects:
- Original Contract Price Versus Final Contract Price
  - Original Contract Implementation Date Versus Actual Implementation Date
  - Critical Steps Summary
  - Project Plans Summary
  - Total Resources Allocated

- Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any prime or sub consultant team members who worked on the referenced project that also worked on the completed project.

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

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

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

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

- Company name
- Address
- Contact names (IT, project leader, and functional contacts)
- Phone number
- Facsimile number
- Email addresses, if known.
- Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any sub consultant team members who worked on the referenced project that are also proposed for this solicitation's Scope of Work.

**6.2.4.11 Tab 7 – Minority/Woman Owned Business Enterprise (M/WBE) Participation**

6.2.4.11.1 Submit a historical description of Proposer's Affirmative Action efforts for employment of minorities and women and M/WBE involvement/utilization on past projects.

6.2.4.11.2 Submit Affirmative Action Plan and/or Policy Statements; to include goals with respect to hiring staff for the proposed project. Such plan shall include, but not be limited to, goals for women and minorities for management and non-management positions, and outreach efforts.

6.2.4.11.3 Submit the proposed plan for M/WBE involvement (subcontractor, joint venture, partnership, etc.) to support the Board's commitment to promote active M/WBE participation, if applicable.

6.2.4.11.4 Present statistics on company-wide work force composition (company or business structure applicable to project) by sex and race/ethnic make-up.

6.2.4.11.5 Include the following completed forms in this part of the proposal:

- Work Force Composition Form
- Schedule of Subcontractors
- Intent to Perform/Contract as a Subcontractor, as appropriate
- Subcontractor/Supplier Bid Tabulation List

**6.2.4.12 Envelope 1 - Pricing**

Provide one copy of the proposed pricing in a sealed envelope entitled "Pricing". Proposal pricing shall be assembled and presented in accordance with the format and instructions of this solicitation.

## 7 SUBMITTAL OF PROPOSALS

- 7.1 **The Board will accept Proposals no later than the Deadline for Proposal Submittal in hard copy form. The Board will not consider late proposals. All Proposals submitted in response to this RFP shall become the property of the Board and will not be returned to the Proposer.**
- 7.2 Hard Copy Proposals must be signed, sealed in an opaque envelope or container, and delivered to the Board's Procurement and Material Management (PMM) Offices. Unsigned, unsealed or late Proposals will not be considered. The Proposer must submit **one original and seven exact copies** of each proposal. The Proposal submittal must be clearly marked with the Solicitation Number, Proposal Due Date and Time and addressed to the attention of the PMM Department.
- 7.3 Proposer must provide all information requested in this Solicitation for a Proposal to be considered responsive.
- 7.4 All Proposers must organize their response in accordance with the instructions in the Proposal Format Requirements Section of this Solicitation.
- 7.5 The Solicitation is structured to elicit substantive responses to each question or statement of requirement. Responses such as "Comply" or "Acknowledge" with no explanation are strongly discouraged. Use of such terms will be taken to mean the Proposer agrees to fully comply with the section in the way intended by the Board.
- 7.6 Proposal Bond: If a Proposal Bond is required, details will be included in the Special Provisions of this Solicitation. Proposer will be required to submit the original copy of any Proposal Bond required with the Hard Copy Proposal or otherwise deliver it to the PMM Office prior to the Deadline for Proposal Submittal. This requirement applies if the Proposal is submitted electronically. Proposal Bonds must be delivered in a sealed envelope bearing the Solicitation Number and Deadline for Proposal Submittal Date and Time.

## 8 PROPOSAL RECEIPT / EVALUATION OF PROPOSALS

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

## 9 PROPOSAL AWARD

- 9.1 If a Contract is awarded as a result of this Solicitation, it will be made by the Board to the Proposer whose Proposal is determined to be the most advantageous to the Board, taking into consideration the relative importance of price and other evaluation factors, as identified in the Evaluation Criteria

Section of this Solicitation.

- 9.2 Proposals shall remain valid for ninety (90) days after the Deadline for Proposal Submittal.
- 9.3 The Board reserves the right to make multiple awards if deemed in its best interest to do so.

#### **10 CONTRACT WITH THE BOARD**

- 10.1 A Proposal, when accepted by the Board will constitute a Contract between the Board and the Successful Proposer. Acceptance may take the form of an Acceptance Letter or Purchase Order issued by the Board, or a Contract document issued by the Board and executed by both parties, followed by a Notice to Proceed issued by the Board. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and the Board. After Proposal acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.
- 10.2 Proposer is required to review all the terms, conditions and contract provisions contained in this Solicitation to ensure it can comply with and concurs with all requirements.
- 10.3 Proposer is required to review any insurance requirements that may be required in the Special Provisions to ensure it has adequate insurance or it will obtain the required insurance if awarded a Contract. Proof of insurance must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.
- 10.4 Proposer is required to review the payment terms and is advised that, unless other terms are requested and accepted, payment shall be made in accordance with the Texas Prompt Payment Act, including the provision that payment be made within 30 days after receipt of a valid invoice or receipt of products / services in accordance with the specifications, whichever is later.
- 10.5 Limited Notice to Proceed Procedure. The Board reserves the right to issue a Limited Notice to Proceed (LNTP) prior to contract execution for the purpose of the contract awardee to begin the specified work. The purpose of the LNTP is to engage the work to meet Board deadlines. The contract awardee shall proceed with work as directed under the LNTP. While work may proceed under the LNTP, payments shall not be made until the contract is executed.

#### **11 DETERMINATION OF NON-RESPONSIBLE PROPOSER**

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

- 11.1 Reason for believing collusion exists among the Proposers.
- 11.2 Where the Proposer, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Board, or with either the cities of Dallas or Fort Worth, or where such litigation is contemplated or imminent, in the sole opinion of the Board.
- 11.3 The Proposer being in arrears on any existing Contract or having defaulted on a previous Contract.
- 11.4 Where the Proposer, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.
- 11.5 Where a Proposer or subcontractor thereof has failed to disclose a potential conflict of interest or discovered to have a conflict of interest in accordance the Board's Code of Business Ethics.
- 11.6 Where a Proposer, its subcontractor, or individual officer/principal of the Proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.

#### **12 DETERMINATION OF NON-RESPONSIVE PROPOSAL**

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

- 12.1 Proposal received after the time limit for receiving Proposals.
- 12.2 Proposal was not signed.
- 12.3 Improper or insufficient Proposal guaranty, if required.

**13 REJECTION OF PROPOSALS**

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

**14 WITHDRAWING PROPOSALS**

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

**END OF PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

## 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:

Bid / Proposal Name: 8004115  
Due Date and Time: \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

# NO PROPOSAL INFORMATION FORM

SOLICITATION NO. 8004115

SOLICITATION TITLE: Pension Advisory Services

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

**Shannon Hamilton**  
**Dallas/Fort Worth International Airport Board**  
**Fax: 972-973-5601 / Email: shhamilton@dfwairport.com**

***Please check all that apply:***

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

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

\_\_\_\_\_  
Authorized Officer or Agent:

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

or

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

# BID/PROPOSAL CHECKLIST

SOLICITATION NO. 8004115 BIDDER/PROPOSER: \_\_\_\_\_

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

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

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

## Bid/Proposal Submittals

- Signatures.** All forms requiring a signature have been signed.
  
- Bid/Proposal Forms.** All forms completed, including:
  - Bid/Proposal Pricing Form(s)
  - Business Disclosure Form
  - Organizational Summary Form
  - Bid/Proposal Endorsement Form
  - All other forms requested as part of the solicitation.
  
- Bid/Proposal Bond Form (if applicable).** Checked for accuracy, including verification that the contract number and name are included, a sufficient amount/percentage is provided and the form is submitted in the appropriate bid/proposal package. Bonds should be made on the form furnished in the solicitation and be executed by not less than one corporate surety admitted to do business in the State of Texas. Individual sureties will not be accepted.
  
- Addenda.** When applicable, Bidder/Proposer submits signed addenda issued as part of the solicitation. If any addenda included amended bid or proposal pages or attachments, those documents must be used and included with the bid or proposal. Bidder/Proposer has checked the Board's website or the assigned Board contact to ensure all addenda, if any, have been received.
  
- D/M/WBE Compliance.** If a D/M/WBE subcontracting goal is provided, Bidder/Proposer has included subcontractor participation sufficient to meet or exceed the stated goal. **Self performance by D/M/WBE Bidders/Proposers does not meet the D/M/WBE subcontracting goal; they are obligated to meet the subcontracting goal.** If the stated goal is not achieved, the Bidder/Proposer has provided documentation evidencing good-faith effort towards meeting the goal with their bid or proposal. D/M/WBE forms include the following (write "N/A" if the form was not part of the solicitation):

- Work Force Composition Form
- Schedule of Subcontractors (if applicable)
- Intent to Perform/Contract as a DMWBE Subcontractor Form
- Provide good-faith effort documentation if goal is not achieved (see D/M/WBE Provisions Section for details).

**Vendor References.** When requested, Bidder/Proposer provided the requested number of references for the Bidder/Proposer and, when stipulated, subcontractor references.

**Bidder/Proposer Qualifications.** When applicable to the specifications, Bidder/Proposer provided all certifications, licensing or other requested qualifications verification forms or information necessary to validate the prime or subcontractors qualifications to provide products or services.

### **Bid/Proposal Completion Actions**

**Read/Confirm Intent to Comply.** Bidder/Proposer has read the Work/Product Specifications, Special Provisions, General Terms and Conditions and confirms that he/she will comply with all requirements as provided.

**Proofreading.** Bidder/Proposer has proofread all documents to ensure all information provided by the Bidder/Proposer is accurate and responsive to the solicitation specifications. The Board is not responsible for errors made by the Bidder/Proposer.

Bidder/Proposer has proofread all mathematical and number entries to ensure accuracy and commitment to honor pricing as submitted.

**Insurance Compliance.** Bidder/Proposer has contacted insurance agent or representative to verify insurance requirements are met, if awarded a contract, and that it will meet the on-line insurance registration requirements through [www.Ins-Cert.com](http://www.Ins-Cert.com) (see insurance specifications).

**Late Bids/Proposals.** Please note the time, date and delivery location (or mailing address if submitted by U.S. Postal Service). Late bids or proposals will not be accepted.

### **Supplier Registration for Solicitation Notification and Payments**

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

## **EVALUATION CRITERIA**

- 1 The evaluation criteria or elements listed below will be used to determine which proposal response is most advantageous to the Board. Said determination will be made in the Board's best interest, and shall therefore be considered final. Responses received to this solicitation will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. The response to the requirements of the solicitation and Scope of Work as well as the proposed prices will be used in the Board's evaluation. The Board's evaluation team reserves the right to shortlist firms based upon scores/ratings received during the evaluation process. Scoring of Affirmative Action and M/WBE Participation criteria below is the exclusive responsibility of the Board's Business Diversity and Development Department's committee representative. Scoring of Pricing criteria below is the exclusive responsibility of the Board's Procurement and Materials Management Department's committee representative. Generally, all of the available points are awarded to the "acceptable" proposal offering the lowest price. A percentage of the available points are then assigned to other acceptable proposing firms, based on the percentage of difference between their pricing and that offered by the lowest priced proposing firm. Note that a proposing firm who is otherwise acceptable and proposes a price greater than double that of the lowest priced proposing firm with an acceptable proposal would receive zero points in this "Price" category.
- 2 Discussions may be conducted with finalist firms as determined by the evaluation team. Proposers shall be treated fairly and equally with respect to any opportunity for discussions and revisions of Proposals. Inasmuch as the Board may not request best and final offers, Proposers are strongly urged to provide competitive pricing since revisions may not be permitted after submissions and before the award of the Contract.
- 3 The evaluation criteria are listed below in the order of their relative importance:
  - 3.1 Professional and technical ability to comply with the Scope of Services (50 Points). This category will be evaluated based on:
    - Overall understanding of the Board's requirements provided in the Scope of Services
    - Compliance with and overall approach to Scope of Services tasks
    - Detailed approach to meeting Scope of Services requirements
    - Background and experience of firm and the professional staff assigned to DFW Airport.
  - 3.2 Implementation Plan(20 Points). This category will be evaluated based on:
    - Proposed implementation plan to assume role of meeting service requirements
    - Alternative proposals to meet service requirements
  - 3.3 Affirmative Action and M/WBE Participation (10 Points). This category will be evaluated based on:
    - Firm(s) presented an Affirmative Action Plan and/or policy to the Board
    - Firm(s) provided a positive historical M/WBE utilization on previous Contracts
    - Firm (s) team make-up includes diverse, M/WBE firms in significant and meaningful roles, or if not, otherwise complies with the Board's M/WBE Program
    - Firm(s) provided a thorough understanding of the Board's M/WBE Program, as evidenced in the proposed M/WBE roles for the Scope of Work / Specifications.

Please refer to the Board's M/WBE Policy Section in the Special Provisions for details about the policy and the Board's M/WBE participation goal for this Contract.
  - 3.4 Price (10 Points). The Price will be evaluated based on the proposed cost of performing work as provided in the pricing proposal of each proposing firm.
  - 3.5 Proposal Submittal (10 Points). This category will be evaluated based on:

- Completeness of submitted proposal; all requested information provided
- Responsiveness to specifications / no or minimal exceptions submitted by Proposer
- Submission of proposal information organized as requested in the solicitation instructions

**END OF EVALUATION CRITERIA**

## **SPECIFICATIONS / SCOPE OF WORK**

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### **1 INTRODUCTION / GENERAL OVERVIEW**

DFW currently has two single-employers defined benefit retirement plans (the “Plans”). The first plan, covering general DFW employees (excluding Public Safety Officers) was closed to new participants effective December 31, 2009. The second plan, covering all Public Safety Officers remains open to new participants. For the purpose of managing assets, funds of the two plans are co-mingled. The assets of the Plans currently total approximately \$295 million. JPMorgan Chase serves as the Trustee and Custodian for the Plans. Eleven fund managers, utilizing 12 investment styles are responsible for the investment of the assets of the Plans with the exception of an equity index fund and a private equity allocation.

DFW also provides a 457 Plan, which allows all employees to make pre-tax contributions. This plan currently has nine investment options, along with eight target date funds. Assets currently held in the 457 Plan total approximately \$40 million. ICMA serves as the Plan’s administrator and record keeper.

To replace the general employee (Non-Public Safety Officers) Defined Benefit Plan, DFW has created a 401A Plan, to which DFW will contribute matching amounts to those contributed by qualified employees to the 457 Plan. This Plan will also be administered by ICMA and will have the same investment options as the 457 Plan. This Plan will only apply to general (Non-Public Safety Officers) employees, hired on or after January 1, 2010, This Plan currently has no assets.

In order to provide Other Post Employment Benefits (OPEB), DFW has a 157 Trust Fund created for the purpose of paying these benefits. This fund currently has a balance of approximately \$6 million and is invested in an equity index mutual fund and a fixed income bond fund, both managed by Vanguard. JPMorgan Chase serves as the Trustee and Custodian of these funds.

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

2.1 Annually or as required, review all Investment Policies and make recommendation regarding changes.

2.2 Annually or as required, review all asset allocations and investment options of the various plans and make recommendations. Monitor on an ongoing basis.

2.3 Annually or as required, review current performance benchmarks for each manager. Monitor on an ongoing basis.

2.4 Monitor monthly the performance of fund managers and the investment options. Make recommendations regarding performance and any changes, if necessary. Meet with fund managers, as needed, to assess performance.

2.5 Provide market and pension research to assist DFW in determining future trends and recommend actions in regards to the management of the Plans.

2.6 Prepare, with staff assistance, any Request for Proposals for acquiring new fund managers and assist in identifying potential fund managers.

2.7 Prepare monthly and quarterly reports in regards to the performance of the Plans. Consultant shall submit up to 30 copies, if needed, of the monthly and quarterly reports.

2.8 Attend quarterly Retirement Committee meetings and any other meetings, as required. At quarterly meetings present quarterly reports.

### 3. Vendor Questionnaire

3.1 Are you registered with the SEC or a state securities regulator as an investment adviser? If so, have you provided me with all the disclosures required under those laws (including Part II of Form ADV)?

You can check yourself - and view the firm's Form ADV - by searching the SEC's Investment Adviser Public Disclosure Web site. At present, the IAPD database contains Forms ADV only for investment adviser firms that register electronically using the Investment Adviser Registration Depository. In the future, the database will expand to encompass all registered investment advisers - individuals as well as firms - in every state. If you cannot locate an investment adviser in IAPD, be sure to contact your state securities regulator or the SEC's Public Reference Branch.

3.2 Do you or a related company have relationships with money managers that you recommend, consider for recommendation, or otherwise mention to the plan? If so, describe those relationships.

3.3 When pension consultants have alliances or financial or other relationships with money managers or other service providers, the potential for material conflicts of interest increases depending on the extent of the relationships. Knowing what relationships, if any, your pension consultant has with money managers may help you assess the objectivity of the advice the consultant provides.

3.4 Do you or a related company receive any payments from money managers you recommend, consider for recommendation, or otherwise mention to the plan for our consideration? If so, what is the extent of these payments in relation to your other income (revenue)?

Payments from money managers to pension consultants could create material conflicts of interests. You may wish to assess the extent of potential conflicts.

3.5 Do you have any policies or procedures to address conflicts of interest or to prevent these payments or relationships from being a factor when you provide advice to your clients? Probing how the consultant addresses these potential conflicts may help you determine whether the consultant is right for your plan.

3.6 If you allow plans to pay your consulting fees using the plan's brokerage commissions, do you monitor the amount of commissions paid and alert plans when consulting fees have been paid in full? If not, how can a plan make sure it does not over-pay its consulting fees? You may wish to avoid any payment arrangements that could cause the plan to pay more than it should in pension consultant fees.

3.7 Do you have any arrangements with broker-dealers under which you or a related company will benefit if money managers place trades for their clients with such broker-dealers?

If you are hired, will you acknowledge in writing that you have a fiduciary obligation as an investment adviser to the plan while providing the consulting services we are seeking?

What percentage of your plan clients utilizes money managers, investment funds, brokerage services or other service providers from whom you receive fees?

## **SPECIAL PROVISIONS**

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### **1 BOARD'S RIGHT TO INSPECT AND AUDIT**

- 1.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the Board shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Board to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from Board or its Authorized Representative.
- 1.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Board, 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.
- 1.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the Board's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. The Board shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.
- 1.4 The Contractor shall insert an item containing all these Audit provisions, including this paragraph, in all subcontracts hereunder except altered as necessary for the proper identification of the contracting parties and the Board under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.
- 1.5 In addition, where projects are funded wholly or in part by federal grants, the FAA, the Secretary and the Comptroller General of the United States or any of their duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of the recipient that are pertinent to grants received in accordance with CFR 49, Part 18, as it may be amended from time to time.
- 1.6 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract value audited, the cost of the Board's audit shall be paid by the Contractor.

### **2 CONTRACT TERM**

- 2.1 This Contract, if awarded, shall be for an initial **three (3)-year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Board's Vice President of Procurement and Materials Management Department, unless renewed under the provisions below.
- 2.2 This Contract, as executed, shall include the **options to renew for two (2)** additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Board's discretion.

- 2.3 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.

### 3 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

- 3.1 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.

### 4 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.**

#### 4.1 GENERAL REQUIREMENTS

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 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.
- 4.1.4 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:
- 4.1.4.1. Subcontract/supplier awards, including awards to DMWBEs;
- 4.1.4.2. 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.
- 4.1.5 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.
- 4.1.6 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.

#### 4.2 ADMINISTRATIVE REQUIREMENTS

- 4.2.1 The Contractor shall appoint a high-level official to administer and coordinate the Contractor's efforts to carry out this DMWBE policy.
- 4.2.2 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.
- 4.2.3 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.
- 4.3 GOALS AND GOOD FAITH
- 4.3.1 Notification is hereby given that a DMWBE contract specific goal has been established for this Contract. The applicable DMWBE goal is **zero percent (0%)** of the total dollar value of this Contract including any change orders and/or modifications. The goal achieved by the Contractor and approved by the Board shall be a contractual commitment upon execution of the contract.
- 4.3.2 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.
- 4.3.3 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:
- 4.3.3.1. 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;
- 4.3.3.2. Whether the Contractor advertised in general circulation, trade association, and/or DMWBE-focus media concerning subcontracting opportunities;
- 4.3.3.3. 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;
- 4.3.3.4. 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;
- 4.3.3.5. 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);
- 4.3.3.6. 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;
- 4.3.3.7. Whether the Contractor fairly investigated and evaluated the interested DMWBEs' capabilities; not rejecting DMWBEs as unqualified without sound reasons based on a thorough investigation;
- 4.3.3.8. 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;
- 4.3.3.9. Whether the Contractor made efforts to assist interested DMWBEs in obtaining Board or Contractor-required bonding, lines of credit, insurance, etc;
- 4.3.3.10. Whether the Contractor made efforts to assist interested DMWBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;
- 4.3.3.11. 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;
- 4.3.3.12. 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
- 4.3.3.13. 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.
- 4.3.4 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.
- 4.3.5 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.
- 4.3.6 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.
- 4.4 COUNTING – DMWBE PARTICIPATION
- 4.4.1 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.

- 4.4.2 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.
- 4.4.3 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.
- 4.4.4 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.
- 4.4.5 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.
  - 4.4.5.1. 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).
  - 4.4.5.2. 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.
  - 4.4.5.3. 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.
- 4.4.6 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.
  - 4.4.6.1. 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.

- 4.4.6.2. 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.
- 4.4.6.3. 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.
- 4.4.6.4. 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.
- 4.4.7 The Contractor shall use the following factors in determining whether a DMWBE trucking company is performing a commercially useful function:
  - 4.4.7.1. 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.
  - 4.4.7.2. The DMWBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
  - 4.4.7.3. 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.
  - 4.4.7.4. 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.
  - 4.4.7.5. 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.
  - 4.4.7.6. 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.
- 4.4.8 The Contractor shall count expenditures to DMWBEs for materials or supplies toward DMWBE goals as provided in the following:
  - 4.4.8.1. 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.)
  - 4.4.8.2. 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.)

- 4.4.8.3. 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.
- 4.4.8.4. 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.
- 4.4.8.5. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
- 4.4.8.6. 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.
- 4.4.9. 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.
- 4.4.10. 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.
- 4.4.11. 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.
- 4.4.12. The following expenditures to DMWBE firms may also count toward the DMWBE goals:
  - 4.4.12.1. 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.
  - 4.4.12.2. 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.
  - 4.4.12.3. 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.

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

- 4.4.13.1. Utilities – payments for water, electricity, telephone and natural gas;
- 4.4.13.2. Payments to non-profit organizations;
- 4.4.13.3. Payments to other government agencies;
- 4.4.13.4. Bank fees;
- 4.4.13.5. Insurance premiums; and
- 4.4.13.6. Expenditures for employee conferences and training seminars.

#### 4.5 CERTIFICATION

- 4.5.1 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).
- 4.5.2 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.
- 4.5.3 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.
- 4.5.4 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.

#### 4.6 DMWBE UTILIZATION FORMS

- 4.6.1 Each Contractor shall submit for all solicitations, bids or proposals, completed DMWBE utilization forms as outlined below.
  - 4.6.1.1. 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.
  - 4.6.1.2. 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.
- 4.6.1.3. 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.
- 4.6.1.4. 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.
- 4.6.1.5. 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.
- 4.6.2 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.

- 4.6.3 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.

#### 4.7 PAYMENT

- 4.7.1 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.*

- 4.7.2 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.
- 4.7.3 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).

#### 4.8 MODIFICATIONS OR SUBSTITUTIONS

- 4.8.1 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.
- 4.8.2 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.

- 4.8.3 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.
- 4.8.4 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.
- 4.8.5 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.
- 4.8.6 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.

- 4.8.7 In the event that a firm submitted by a Bidder, Proposer, or Contractor in accordance with the requirements of the CERTIFICATION section above cannot 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.
- 4.8.8 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.
- 4.9 COMPLIANCE AND ENFORCEMENT
- 4.9.1 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.
- 4.9.2 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.
- 4.9.3 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.
- 4.9.4 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.

## 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</b>
		<b>\$500,000 Each Disease, Each Employee</b>
		<b>\$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 B.

**5.3.2 Commercial General Liability (CGL)**

<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**

<b>Combined Single Limit for Each Accident .....</b>	<b>\$500,000</b>
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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.
- 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 **Professional Liability Insurance..... \$1,000,000**

- 5.4.1.1. Your policy must cover the type of professional service you will provide in fulfilling your contract with the Board.
- 5.4.1.2. If the Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor's first professional service to the Board.
- 5.4.1.3. If you have any exposure to asbestos, lead, mold, (including any work which 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.
- 5.4.1.4. 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 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.
  - 5.5.1.1. The General Contractor shall verify that such Subcontractors are in compliance with all contractual insurance requirements.
  - 5.5.1.2. The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.
  - 5.5.1.3. 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 Prior to execution of the contract 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.

**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**

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### **1 ASSIGNMENT**

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

### **2 CHANGES IN CONTRACT**

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

### **3 CODE OF BUSINESS ETHICS**

- 3.1 All Board employees must adhere to the Board's Code of Business Ethics, which is included in this Section by reference. The Contractor is therefore prohibited from offering or providing Board employees, directly or indirectly, any gifts or other items that the Board's Code of Business Ethics does not allow the employee to accept. The Contractor shall ensure that all of its management and other Fair Labor Standard Act-exempt employees associated with this Contract read and understand the Board's Code of Business Ethics. The Board may require each such employee of the Contractor to acknowledge in writing that they have read and do understand the Board's Code of Business Ethics found online at [www.dfwairport.com](http://www.dfwairport.com).
- 3.2 Additionally, the Board frequently uses outside contractors to perform functions similar to those performed by Board employees (e.g., project managers, quality assurance inspectors, payment analysts, contract administrators, etc.). Contractor employees who perform work associated with this Contract (including any supplemental agreements, extra work authorizations, delivery orders, change orders, etc.) shall comply, in all respects, with the Board's Code of Business Ethics as it relates to their assigned scope of work on this Contract. For example, a quality assurance inspector may not accept a gift from a subcontractor that he or she is monitoring, if the Board's Code of Business Ethics would prohibit a Board employee performing the same duties from accepting the gift.
- 3.3 Any questions related to the interpretation of this Section shall be directed to the Airport Board's General Counsel.
- 3.4 The Contractor shall insert an Article containing all the provisions of this Section, including this paragraph, in all subcontracts hereunder executed except altered as necessary for the proper identification of the contracting parties and the Board under this Contract.

### **4 COMPLIANCE WITH LAWS**

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

### **5 CONFIDENTIAL OR PROPRIETARY INFORMATION**

Any portion of the Contractor's Bid that is marked confidential or proprietary, or clearly states contains trade secrets of the Contractor may not necessarily guarantee the non-release of the information under

the Public Information Act or as otherwise required by law. If access is requested to information in the Contractor's Bid so marked, the Board shall review the issues thoroughly and, if justified, shall request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

## 6 **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.

- Negotiated Modifications, if applicable
- Addenda, if applicable
- Solicitation Specifications / Scope of Work
- Special Provisions
- General Terms and Conditions
- Contractor's Bid / Proposal

## 7 **DELIVERY / PERFORMANCE OF SERVICES**

- 7.1 **Performance will be made only upon authorization of the Board's Vice President of PMM and shall thereafter be made if, as, and when required and ordered by the Board.**
- 7.2 Performance shall be at the location identified in the Contract or purchase order. When no location is specified, the Board's Technical Representative will provide direction.
- 7.3 The scope of this contract and requirements of the Board as shown in the contract specifications and bid shall not be considered as binding on the Board, and the work actually may be less than or greater than projected.
- 7.4 Bidder warrants that all work under the contract will be of the type and quality specified, and the Board's Vice President of PMM or designee, may reject, and/or refuse work that falls below the quality required in the specifications.
- 7.5 Failure by the Contractor to make reasonable progress as and when requested shall entitle the Vice President of PMM or designee, to seek work from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the Board over and above the bid price.
- 7.6 All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the Board, free and clear of any materialman's, supplier's, or other type liens.
- 7.7 All work performed under this Contract, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type contract.
- 7.8 Authorized Board personnel on a routine basis will make inspections. The Contractor must correct any deficiencies in the work performance disclosed during such inspections following receipt of notification. Continued failure to take such corrective actions could, at the Board's discretion, lead to termination of the Contract.
- 7.9 Failure of Contractor to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Contractor in default.
- 7.10 Acceptance by the Board of any delivery shall not relieve the Contractor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material

not in accordance with the Specifications and shall not waive the Board's right to request replacement of defective material.

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

## **8 DISADVANTAGED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (DMWBE) PARTICIPATION**

- 8.1 It is the policy of the Board to remove barriers for Disadvantaged/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.
- 8.2 Additional DMWBE Program requirements, if any, shall be included in the Special Provisions Section of this Contract.
- 8.3 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.

## **9 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.

## **10 FINANCIAL INTEREST**

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

## **11 FISCAL YEAR FUNDING**

The Board's fiscal year begins October 1 and ends the following September 30th. Budget funds are approved by the Board and the Cities of Dallas and Fort Worth on an annual basis. In the event the Board/Cities should fail to fund the Contract for any fiscal year during the Contract term, the Contract shall automatically terminate on the last day of the fiscal year for which funding has been approved. Contractor will be given no less than sixty-(60) days written notice of any such non-approval of Contract funding. Termination under this clause shall be without penalty to the Board.

## **12 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.

### **13 INDEMNIFICATION AND HOLD HARMLESS**

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

#### **14 INDEPENDENT CONTRACTOR**

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

#### **15 JURISDICTION**

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

#### **16 NON-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.

#### **17 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.

#### **18 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.

#### **19 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.

#### **20 TAX EXEMPTION STATUS**

The Board is a local governmental agency and exempt from all city, state, and federal sales and use taxes. However, it shall be understood this tax-exempt status cannot be utilized by the Contractor for

its purchase, lease, or rental of a motor vehicle. Additional sales tax requirements may pertain to this Contract and, if so, will be detailed in the Special Provisions contained herein.

## **21 TEMPORARY SUSPENSION OF THE WORK**

- 21.1 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.
- 21.2 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.
- 21.3 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.

## **22 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES**

In the event of a default by the Contractor of this Contract or of any one or more Delivery Orders issued hereunder, the Contractor shall be given written notice to cure. Such notice shall describe the default and may, but shall not be required to, recommend a remedy to the default. The Contractor shall have seven (7) days to respond to the notice in writing, which notice shall describe the cure and any associated plan of action. The Contractor shall have thirty (30) days from the date of its receipt of the notice of default to cure the default. If the Contractor has not cured the default on the 31<sup>st</sup> 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.

## **23 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.

## **24 TERMS OF PAYMENT**

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

payment terms are stated, the terms shall be Net 30.

- 24.2 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.
- 24.3 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.
- 24.4 Upon payment by the Board, Contractor shall pay each subcontractor the appropriate share of the payment no later than the seventh (7th) calendar day after the day on which the Contractor receives payment from the Board.
- 24.5 Unless otherwise directed, invoices shall be submitted by mail, fax or email to:

Dallas/Fort Worth International Airport Board  
Procurement and Materials Management Department  
Attn: Contract Accounts Payable  
P. O. Box 619428  
Dallas/Fort Worth Airport, Texas 75261-9428  
Fax: 972-973-5601  
Email: [imaging@dfwairport.com](mailto:imaging@dfwairport.com)

**25 THIRD-PARTY BENEFICIARY CLAUSE**

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

**END OF GENERAL TERMS AND CONDITIONS**

## PROPOSAL RESPONSE FORMS

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

FROM: \_\_\_\_\_  
PROPOSAL FIRM

### 1 PROPOSAL PRICING:

Quality Retainer \$ \_\_\_\_\_

### 2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

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

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

Yes, Agree to Cooperative Purchasing Provision

No, Do Not Agree to Cooperative Purchasing Provision

### 3 INSURANCE REVIEW VERIFICATION

2.1 Does the proposing firm currently carry the insurance coverage as specified in the Special Provisions?

Yes       No

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

Yes       No

#### 4 ORGANIZATIONAL SUMMARY INFORMATION

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1. PROPOSAL FIRM: \_\_\_\_\_
2. Social Security or Taxpayer Identification Number: \_\_\_\_\_  
(NOTE: Submit copy of Proposer's current W-9 Form.)
3. In what state is the principal place of business? \_\_\_\_\_
4. Does the state in which the principal place of business or home office is located have local supplier or manufacturer preference laws? No  Yes  If yes, give applicable percentage: \_\_\_\_\_%, or other conditions:  
\_\_\_\_\_  
\_\_\_\_\_
5. Optional Information:
  - Small Business
  - M/WBE
    - 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:

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**5 WORK FORCE COMPOSITION**

PROPOSAL 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.*

**6 SCHEDULE OF SUBCONTRACTORS**

Bidder/Contractor: \_\_\_\_\_

DBE                       MBE                       WBE                       NON-D/M/WBE

Solicitation Number: 8004115

**Check the applicable:**

**Subcontracting/Vendor Opportunities**       **Sole Source**                       **Direct Purchase**

NOTE: If contract is a sole source and/or direct purchase, please enter the Dollar Amount of Work to be completed and proceed to the Contractor's Certification.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify **ALL** participating Subcontractors/Suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of Company Performing Work	Certification Status <sup>1</sup> (check the applicable)				Description of Commodity, Material, or Service	Dollar Amount
	DBE	MBE	WBE	NON-D/M/WBE		
						\$
						\$
						\$
						\$
Dollar Amount of Work to be Completed by Non-D/M/WBE Subcontractors						\$
Dollar Amount of Work to be Completed by D/M/WBE Subcontractors						\$
Total (The Total Amount shall equal the Amount Proposed on Summary of Proposal Page)						\$

<sup>1</sup> All D/M/WBE Subcontractors/suppliers must be certified or subject to such by the Board. It is understood and agreed that, if awarded a Contract by the Airport Board, the Contractor will not make additions, deletions, or substitutions to this certified list without the consent of the Board's Vice President of Procurement and Materials Management and the Vice President of Small & Emerging Business Department (SEBD) or designee through the submittal of D/M/WBE Form No. 102, *Request for Approval of Change to Original Certified List of Subcontractors*. It is understood that the D/FW Board and/or the Department of Transportation (DOT), if applicable, may audit any and/or all records of the Contract/vendor and conduct interviews of owners, principals, officers, employees and applicable subcontractors/Contractors participating on the Contract. The SEBD reserves the right to ensure compliance with the Board's D/M/WBE program to include status reports and audit of submitted D/M/WBE information as deemed necessary.

**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 D/M/WBE 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. The Small & Emerging Business (SEB) Department reserves the right to recommend an audit on the submitted D/M/WBE information as deemed necessary.

<sup>1</sup> As Defined in M/WBE and DBE Procedure Manual

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

**SOLICITATION NUMBER:** 8004115

Pursuant to Airport Board policy, D/M/WBE firms participating in the Airport's D/M/WBE Program must have "current" certification status with the Airport prior to award of this contract. The NCTRCA's D/M/WBE certification of any firm is effective for three (3) years from the date of written notification of certification. If the Airport determines that the firm is not a certified D/M/WBE firm, such firm must immediately seek certification from the North Central Texas Regional Certification Agency, 624 Six Flags Drive, Suite 216, Arlington, TX 76011; or if a joint venture, submit a Joint Venture Certification Application to the Small & Emerging Business Department, P.O. Box 619428, DFW Airport, Texas 75261.

1. Name of Bidder / Prime Contractor \_\_\_\_\_

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

2. The undersigned has been certified by the NCTRCA Certification # \_\_\_\_\_

3. The undersigned 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):

\_\_\_\_\_

and at the following price \$ \_\_\_\_\_.

With respect to the proposed subcontract described above, \_\_\_\_\_% of the dollar value of such subcontract will be sublet and/or awarded to non-D/M/WBE contractors.

\_\_\_\_\_  
(Name of D/M/WBE Firm) (Address, City, State and Zip) (Telephone)

\_\_\_\_\_  
(Signature of Owner, President or Authorized Agent) (Printed name of signer) (Date)

**DECLARATION OF PRIME CONTRACTOR**

I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
(Title of Declarant)

and a duly authorized representative of \_\_\_\_\_  
(Name of Prime Contractor)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the D/M/WBE firm signed this form in the place indicated, and no material facts have been omitted.

Except as authorized by the Vice President of Small & Emerging Business Department or his designee, the undersigned will enter into a formal agreement with the listed D/M/WBE firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by the Dallas/Fort Worth International Airport. The undersigned will, if requested, provide the Vice President of the Small & Emerging Business Department or his designee a copy of that agreement within three (3) business days of execution.

The Prime contractor designated the following person as their D/M/WBE Liaison Officer:

\_\_\_\_\_  
(Name-Please Print) (Phone)

Pursuant to State Law, any person [entity] who makes a false or fraudulent statement in connection with participation of an M/WBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.

**8 INSURANCE AFFIDAVIT**

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Dallas Fort Worth International Airport Board Solicitation No. 8004115

NAME OF PROPOSER: \_\_\_\_\_

**To be completed by the Proposer:**

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 8004115, and said insurance shall be provided without change to the prices offered.

Name of Proposer: \_\_\_\_\_

Authorized Agent (please print): \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**To be completed by Proposer's Insurance provider:** I confirm that, if awarded the Contract, the Bidding Firm stated above either has insurance coverage or can obtain coverage in compliance with the requirements of DFW International Airport Board Solicitation No. 8004115. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.  
Insurance Agency: \_\_\_\_\_

Insurance Agent's Name (please print): \_\_\_\_\_

Insurance Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**9 BUSINESS DISCLOSURE FORM**

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

**Information about Entity Submitting Bid/Proposal/Offer**

(This information must match the information provided on the Bid/Proposal/Offer.)

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

**I. Entity Ownership Information**

(Check the appropriate box and provide requested details below.)

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

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

Form Revised 08/07

## 10 PROPOSAL ENDORCEMENT FORM

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

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

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

PROPOSAL FOR SOLICITATION NO. 8004115

SUBMITTED BY:

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**(OFFICIAL NAME OF PROPOSING FIRM)**

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

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

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(Typed or Printed Name)

---

(Title)

---

(Email or Telephone Number)

---

(Date Signed)