

REQUEST FOR BID

Solicitation No. 706532 TOWEL SERVICE

**Bid Opening and Deadline for Bid Submittal:
August 7, 2017 at 2:00 p.m. (Central Time)**

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

Airport Board Contact:

**Edward Dunagan
edunagan@dfwairport.com**

Mail or Deliver Complete Bid Package To:

**Procurement and Materials Management
DFW International Airport
Delivery Address: 2400 Aviation Drive**

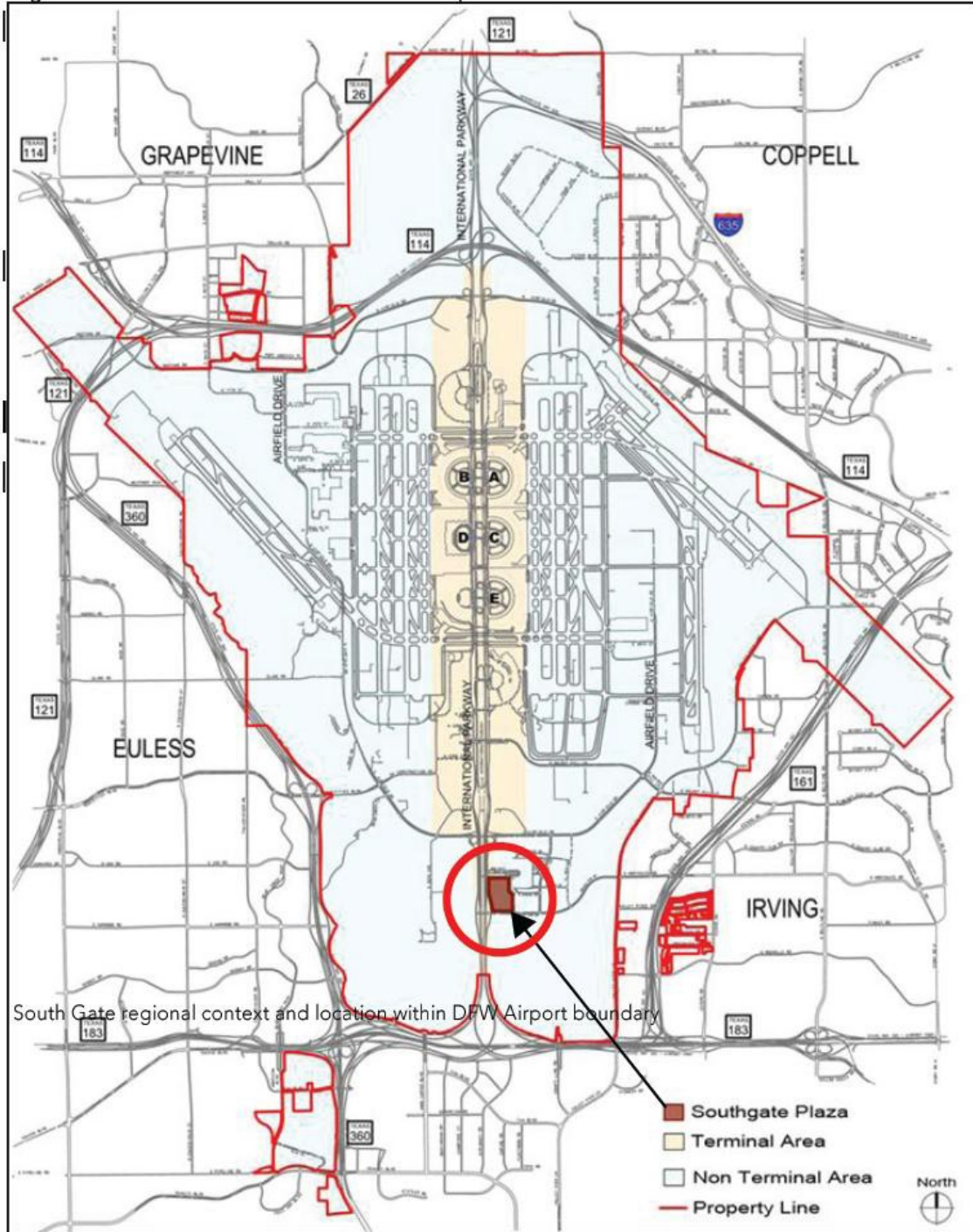
**Mail Address: P.O. Box 619428
DFW Airport, TX 75261-9428**

A Pre-Bid Conference Will Be Held

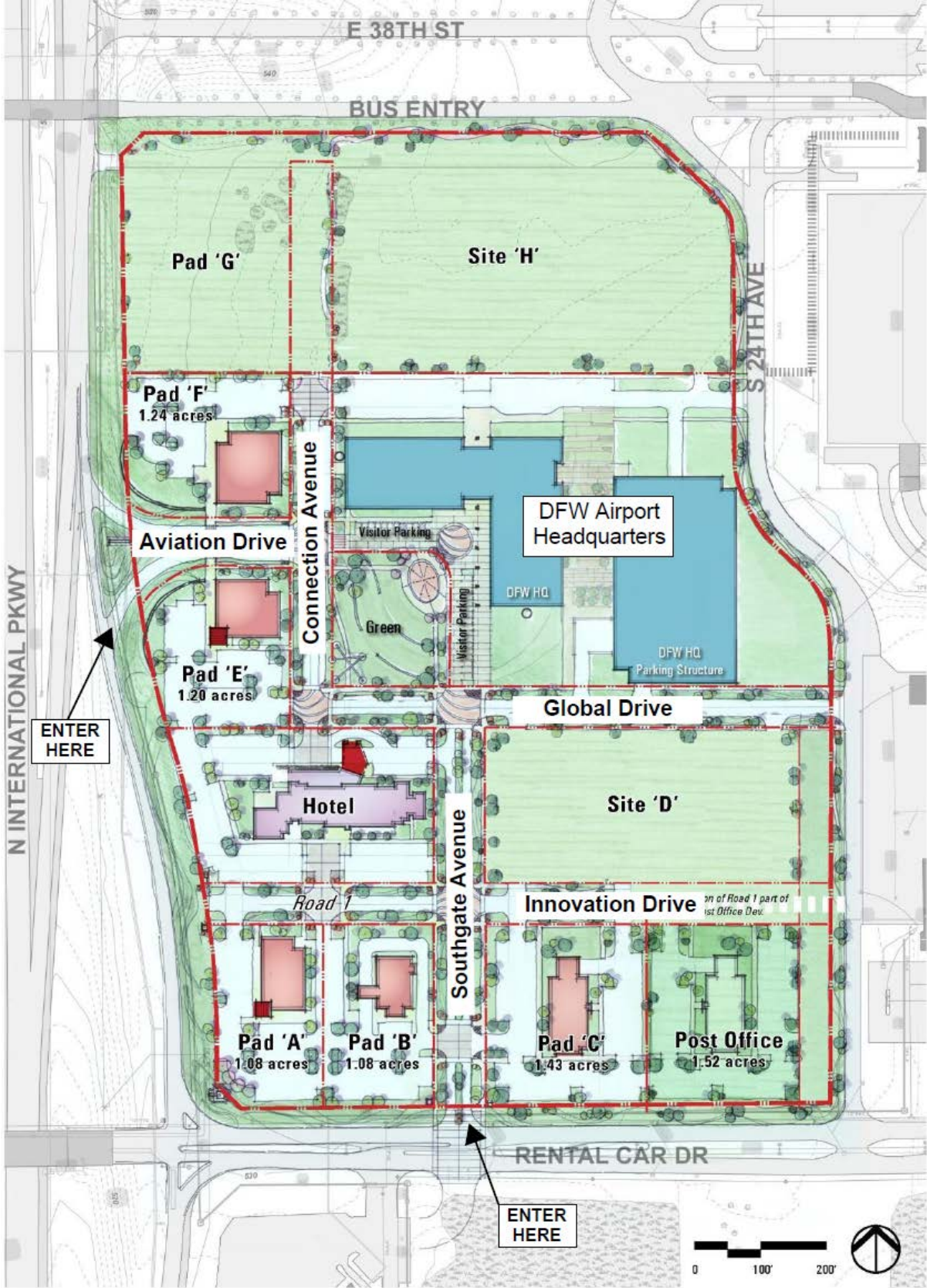
A Pre-Bid Conference will be held on Wednesday, July 25th, 2017, at 10:00 a.m. (CST) at the LiveWell Center located at 3265 Bear Creek Court, Dallas/Fort Worth International Airport, 75261. While attendance is not mandatory, all interested firms are encouraged to attend. See Bid Instruction and Requirements Section for details. Note: The Included Map is for the location of the Airport Headquarters where the bids are to be delivered.

DFW AIRPORT HEADQUARTERS LOCATION MAP SOUTHGATE PLAZA

Figure 1-1: South Gate Plaza District Location Map



DFW AIRPORT HEADQUARTERS



SOLICITATION SUMMARY

1 GENERAL DESCRIPTION

The purpose of this request for bid is to provide a towel service for the use of the Airports Board employees (approx. 1,900) that utilize the Wellness Center Facility for exercise as part of the Wellness initiative program.

2 SCHEDULE OF EVENTS

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

RFB Advertise Dates:.....July 16, and July 23, 2017

RFB Release Date:July 17, 2017

Pre-Bid Conference:.....July 25, 2017 10:00 am @ (Central Time)

Deadline for Questions:.....July 31, 2017 3:00 pm (Central Time)

Bid Due Date and Time:.....August 7, 2017 2:00 pm (Central Time)

Notice to Proceed.....September 1, 2017

3 CONTRACT TERM

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

4 SMALL BUSINESS ENTERPRISE (SBE) GOAL

SBE goal for this contract is: 0 %

5 APPLICABLE LAWS

This solicitation is being conducted in accordance with Texas Local Government Code Title 8, Subtitle A, Chapter 252.

6 RECEIPT OF REQUEST FOR BID DOCUMENT

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

7 INSURANCE REQUIREMENTS

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

8 SUBMITTAL LABEL

IMPORTANT

REQUIREMENT FOR BID / PROPOSAL SUBMITTAL

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

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

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



DFW AIRPORT BID / PROPOSAL SUBMITTAL LABEL

Bid / Proposal Number: 7006532

Bid / Proposal Name: Towel Service

Due Date and Time: August 7, 2017 @ 2:00 pm

Company Name: _____

Contact Name: _____

Company Address: _____

Telephone Number: _____

9 NO BID FORM

NO BID/PROPOSAL INFORMATION FORM

SOLICITATION NO. 7006532

SOLICITATION TITLE: Towel Service

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

Edward Dunagan
Dallas/Fort Worth International Airport Board
Fax: 972-973-1102 / Email: edunagan@dfwairport.com

Please check all that apply:

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

Company Name:

Authorized Officer or Agent:

Telephone: _____ Facsimile Number: _____

or

Email: _____

TABLE OF CONTENTS

BID INSTRUCTION AND REQUIREMENTS

- 1 *Definitions*
- 2 *Contact Information*
- 3 *Pre-Bid Conference*
- 4 *Addenda and Clarifications*
- 5 *Small Business Enterprises*
- 6 *Bid Preparation*
- 7 *Submittal of Bids*
- 8 *Public Bid Opening / Evaluation of Bids*
- 9 *Bid Award*
- 10 *Contract With The Board*
- 11 *Determination of Non-Responsible Bidder*
- 12 *Determination of Non-Responsive Bid*
- 13 *Rejection of Bids*
- 14 *Withdrawing Bids*
- 15 *Bid Preparation Forms*
 - a. *Bid/Proposal Checklist*

SPECIFICATIONS / SCOPE OF WORK

- 1 *General Overview*
- 2 *Specifications - Options 1,2,3,4 and 5*
- 3 *Specifications - Options 6*
- 4 *Specifications - Options 7*
- 5 *Bidder / Contractor Information*

SPECIAL PROVISIONS

- 1 *Board's Right to Inspect and Audit*
- 2 *Contract Term*
- 3 *Contractor Responsibilities / Performance of Work*
- 4 *Delivery Location*
- 5 *Insurance*
- 6 *Protection and Restoration of Property*
- 7 *Public Convenience and Safety*
- 8 *Small Business Enterprise (SBE) Provisions*

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 *Delivery / Performance of Services*
- 7 *Dispute Resolution*
- 8 *Federal Fair Labor Standards Act (Federal Minimum Wage)*
- 9 *Financial Interest*
- 10 *Fiscal Year Funding*
- 11 *Force Majeure*
- 12 *Indemnification and Hold Harmless*
- 13 *Independent Contractor*
- 14 *Jurisdiction*
- 15 *Non-Compete Agreement or Clauses*
- 16 *Non-Discrimination*
- 17 *Notice of Delays*
- 18 *Occupational Safety and Health Act of 1970*
- 19 *Personal Liability of Public Officials*
- 20 *Severability*
- 21 *Small Business Enterprise Participation*

- 22 *Subletting of Contract*
- 23 *Tax Exemption Status*
- 24 *Temporary Suspension of Work*
- 25 *Termination of Contract: Default And Remedies*
- 26 *Termination of Contract For Board Convenience*
- 27 *Terms of Payments*
- 28 *Third-Party Beneficiary Clause*

BID RESPONSE FORMS

- 1 *Bid Pricing*
- 2 *Cooperative Purchasing Provisions*
- 3 *Insurance Review Verification*
- 4 *Organizational Summary Information*
- 5 *Workforce Composition Form*
- 6 *Insurance Affidavit*
- 7 *Business Disclosure Form*
- 8 *Bid Endorsement Form*

BID INSTRUCTIONS AND REQUIREMENTS

A Bid is requested in duplicate, one original and one copy, by the Dallas/Fort Worth International Airport Board (herein called Board). The Board will accept separate sealed bids until the deadline for bid submittal. Bids received will be publicly opened and read aloud at the time and location indicated in this Request for Bid (Solicitation) see map on page ii and iii. The Pre-Bid meeting will be held at the Wellness Center Facility (LiveWell Center) located at 3265 Bear Creek Court.

1 DEFINITIONS

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

2 CONTACT INFORMATION

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

3 PRE-BID CONFERENCE

- 3.1 A Pre-Bid conference will be held, at the date, time and place identified on the Cover of this Request for Bid and shall be open to all interested parties for the purpose of discussing the requirements of the solicitation and/or to inspect the location where Work is to be performed. All Prospective Bidders are strongly encouraged to attend.
- 3.2 Bidders that do not attend may be required to provide additional information or documentation to validate that they fully understand the Board's requirements.
- 3.3 It is the responsibility of the Bidder to fully understand the scope of work and the conditions under which Work is to be performed. Failure to attend a Pre-Bid conference shall not relieve a Bidder from full performance of any Contract awarded to the satisfaction of the Board. No minutes for this meeting will be provided.

4 ADDENDA AND CLARIFICATIONS

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

5 SMALL BUSINESS ENTERPRISE (SBE)

- 5.1 The Board strongly encourages SBE (Small Business Enterprise) firms to participate in this solicitation and encourages joint venture Bids that include SBE-certified firms.
- 5.2 SBE prime Contractors can count their self-performance toward meeting the SBE goal, but only for the scope of work and at the percentage level they will self- perform.

- 5.3 Bidders are directed to review the Special Provisions and the related forms within this Solicitation document for specific goals and compliance requirements.
- 5.4 SBE Certificates for prime and/or subconsultants. Be sure that the certificates confirm certification as a Small Business Enterprise (SBE); other certifications, such as Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Historically Underutilized Business (HUB), are not acceptable. Companies may hold multiple certifications, but one of those certifications must be as a SBE from an authorized certification agency.

6 BID PREPARATION

- 6.1 Submittals: Bidder must submit all Bid Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its Bid. Bidder's failure to include all submittals may be cause to consider a bid non-responsive.
- 6.2 Completing the Business Disclosure Form:
- List your entire legal business name on the form.
 - If you are a corporation, limited partnership, limited liability partnership or limited liability company, your legal business name should include that designation or an abbreviation of that designation.
 - If the mailing address is the same as the business address write, "same" in the space under mailing address. Do not copy the mailing address or leave blank.
 - Under business structure, check only one box. The next section is filled out only if your company is a corporation.
 - If your business is a corporation, check the box for profit or non-profit, and public or private. These boxes must be checked. If you are an S corporation, professional, parent-sub, or close mark the appropriate box as well.
 - The state, month and year of your company's incorporation, registration or formation needs to be filled in. This is either the date you registered with the county clerk, or filed with the secretary of state.
 - List the names of all owners or partners in the company who hold more than 10%. If the company is publicly owned, list the stock exchange it is traded on and the symbol. If your company is traded on a foreign exchange, name the foreign exchange it is traded on.
 - Fill in names of Joint Venture owners if applicable.
 - The percentage of ownership needs to be filled in unless the company is publicly traded. All of the owner's names (who own more than 10%) need to be listed with their corresponding percentages of ownership in this space. Please use whole or half numbers. If the owners' percentages listed do not equal to 100%, you may write: "all others own less than 10%."
- 6.3 Endorsing the Bid: An authorized officer of the Bidding Firm must sign the Bid. Signature of the Bid will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Bid Response Forms. Bidders that take exception to the Board's General Terms and Conditions, Special Provisions, and/or Specifications shall do so at the risk of Proposal rejection.
- 6.4 Bid Language / Currency: Bidders must submit their Bid in the English language and Bid pricing must be in Dollars of the United States of America.
- 6.5 Freight and Shipping: Bid prices shall include the cost to ship all products and materials to the Dallas/Fort Worth International Airport, F.O.B. Destination, Freight Prepaid and Allowed.
- 6.6 Tax Exempt Status: Purchases by the Board are exempt from sales and use tax under Section 151.309 of the Texas Tax Code (the "Code"). In addition, Contractor purchases of tangible personal property and taxable services for the purpose of reselling them to the Board under this Contract may also be exempt from sales and use tax under Code Section 151.302.
- 6.7 Acceptance of Specification Requirements: The Board will presume that the product or service offered complies with each requirement of the specifications unless indicated otherwise. If the product or service offered is different than specified, Bidder must note the difference on the Bid

Response Form and attach a document that details the exception(s) to specifications. Failure of the Bidder to make the required acknowledgements may cause the bid to be considered non-responsive, in the sole determination of the Board. Should any product be delivered or service performed which is not as the Successful Bidder has purported it to be in its Bid, said Successful Bidder will be required to correct any deficiencies without additional cost to the Board.

- 6.8 Brand Name or Equal: To establish an understanding of the type products that will be considered responsive to the Specifications, specific manufacturers and series or model numbers may have been referenced. Unless specified “no substitute” in the Solicitation Specifications/Scope of Work, such brand identification is intended to be descriptive, not restrictive, and is referenced to indicate the quality and characteristics of products that will be satisfactory. Unless specified “no substitute” in the Solicitation Specifications/Scope of Work, other makes and models (alternate products) may be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.
- 6.9 Alternate Products: Bidders offering alternate products must clearly identify said products in their bids. Product equality shall be determined solely by the Board based on comparison of all material respects to the brand name products referenced solely by the Board to be equal in all material respects to the brand name products referenced.
- 6.9.1 Bidders must submit upon request by the board, complete manufacturer’s descriptive literature and/or samples of the product offered. This request may be made after receipt of bids.
- 6.9.2 Bidders proposing alternate products must be prepared, if requested by the Board, to fully demonstrate that the proposed products are equivalent to the referenced products and capable of achieving the desired results. Such demonstration(s) shall be made solely at the Bidder’s expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Board.
- 6.9.3 Unless the Bidder clearly indicates in its bid that it is offering an alternate product, its bid shall be considered as offering the brand name and product model referenced.
- 6.10 Alternate Bids: Alternate bids will not be accepted; only one bid per Bidder will be accepted.
- 6.11 Confidential or Proprietary Markings: Any portion of the Bid that Bidder considers confidential or proprietary information, or to contain trade secrets of Bidder must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the Board with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General’s office prior to releasing any information requested under the Public Information Act.
- 6.12 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, Bidder 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 Bid.

7 SUBMITTAL OF BIDS

- 7.1 **The Board will accept bids in duplicate no later than the Deadline for Bid Submittal in hard copy form based on the following criteria. The Board will not consider late bids under any circumstances.**
- 7.1.1 Bids must be signed, sealed and delivered to the Board’s Procurement and Material Management (PMM) Offices. Unsigned, unsealed or late bids will not be considered. Bids submitted by email or facsimile will not be considered. The Bid submittal must be clearly marked with the Solicitation Number, Bid Opening Date and Time and addressed to the attention of the PMM Department.

- 7.2 **Non-Compete Agreements or Clauses:** By submission of a bid or proposal or the execution of a contract, Bidder/Contractor agrees that the Board will not be bound by any non-compete agreements or similar agreements that inhibit the Board's right to award and execute a contract to any company that submits a bid or proposal to the Board.

8 PUBLIC BID OPENING / EVALUATION OF BIDS

- 8.1 The Board will open all bids properly received in a public meeting and read the bids aloud. The meeting location (identified on the cover page of this Request for Bid) is accessible. Requests for special accommodations or interpretive services must be made 48 hours prior to meeting by calling 972-973-5600 or faxing 972-973-1102.
- 8.2 The Board will tabulate bids based on the unit prices bid and quantities shown in the bid or based on a predetermined group of items selected for evaluation purposes. In the case of conflict between unit prices and extended prices, unit prices shall prevail.
- 8.3 Bid tabulations will be placed on the Board's website after Airport Board approval of award.
- 8.4 Bids submitted shall be final and are not negotiable; therefore, Bidder must provide their best and final pricing in their bid response.
- 8.5 The Board reserves the right to require additional information from any or all Bidders and to conduct necessary investigations to determine (a) if the product and/or service offered meets the Board's requirements, (b) the quality and reliability of the Bidder's performance, and/or (c) to determine the accuracy of the bid information. As part of said investigations, the Board may interview and/or visit companies or public entities listed as references.
- 8.6 The Board reserves the right to select any/all options that is/are determined to be in its best interests and at the sole discretion of the Board.
- 8.7 Except in the case(s) of one or more "tie bids", terms of payment, as offered by the Bidder, will not be considered by the Board for determining the most responsive bid. Bidders stated terms of payment, however, may be used as a guide in determining the method and timeliness of payment to the Bidder by the Board, following successful delivery and/or completion of services, as specified herein.
- 8.8 In the event of a tie bid, where bid price, responsiveness, responsibility and all other factors are equal, as solely determined by the Board, the Airport may elect to award contracts to all companies with a tied bid or the tied bidders will be notified and invited to attend a meeting where the tie will be broken by drawing lots.
- 8.9 Other evaluation factors shall include the following:
- 8.9.1 The Airport reserves the right to award a contract for the purchase of towels only without and laundry; Laundry services with Airport provided towels; or a contract for the providing of towels with laundry services.

9 BID AWARD

Bids shall remain valid during the evaluation period including award of contract. If a Contract is awarded as a result of this Solicitation, it will be made by the Board to the lowest responsive and responsible Bidder(s) **for the services option(s) selected by the Airport**, meeting the requirements of the Board, and is estimated to be made within ninety (90) days after the opening of the bid however, it can run longer than that period. The Board reserves the right award to one bidder or award to multiple bidders if deemed in its best interest to do so. Board reserves the right to award by unit item(s), sections or categories of items or as a whole when applicable.

10 CONTRACT WITH THE BOARD

- 10.1 The Board and the Contractor agree to perform this Contract in strict accordance with the documents listed below, all of which are made a part of this contract, in the order of precedence listed. Subject to the order of precedence set forth below, the documents listed constitute the entire Contract between the parties.
- Addenda, if applicable
 - Solicitation Specifications / Scope of Work
 - Special Provisions
 - General Terms and Conditions
 - Contractor's Bid / Proposal
- 10.2 A bid, when accepted by the Board will constitute a Contract between the Board and the Successful Bidder. Acceptance may take the form of an Acceptance Letter or Purchase Order issued by the Board, or a Contract document issued by the Board and executed by both parties, followed by a Notice to Proceed issued by the Board. Each of these forms constitute a legal contract equally binding between the Successful Bidder and the Board. After bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.
- 10.3 Bidder is required to review all the terms, conditions and contract provisions contained in this Solicitation to ensure it can comply with and concurs with all requirements.
- 10.4 Bidder is required to review any insurance requirements that may be required in the Special Provisions to ensure it has adequate insurance or it will obtain the required insurance if awarded a Contract. Proof of insurance must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.
- 10.5 Bidder is required to review the payment terms and is advised that, unless other terms are requested and accepted, payment shall be made in accordance with the Texas Prompt Payment Act, including the provision that payment be made within 30 days after receipt of a valid invoice or receipt of products / services in accordance with the specifications, whichever is later.
- 10.6 Limited Notice to Proceed Procedure. The Board reserves the right to issue a Limited Notice to Proceed (LNTP) prior to contract execution for the purpose of the contract awardee to begin the specified work. The purpose of the LNTP is to engage the work to meet Board deadlines and to execute contracts with any subcontractors engaged with the contract. The contract awardee shall proceed with work as directed under the LNTP. While work may proceed under the LNTP, payments shall not be made until the contract is executed. Bidder acknowledges that the contract will not be executed until all submittals, including the subcontract agreements, have been provided to the assigned contract administrator. Fully-executed subcontract agreements are due within thirty (30) business days after receipt of LNTP (receipt is defined as the date of the email or facsimile used to deliver the LNTP letter).
- 10.7 CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016, all contracts approved by the Dallas/Fort Worth International Airport Board will require completion of Form 1295 "Certificate of Interested Parties" pursuant to Texas Government Code Section 2252.908. Contractors/Vendors awarded an Airport Board approved contract, change order, amendment or renewal will be required to submit a signed and notarized copy of the completed Form 1295 to the Board at the time the Contractor/Vendor submits the signed contract to the Board. Information regarding how to use the filing application is available on the Texas Ethics Commission website. Please visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, for more information.

11 DETERMINATION OF NON-RESPONSIBLE BIDDER

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

- 11.1 Reason for believing collusion exists among the Bidders.
- 11.2 Where the Bidder, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Board, or with either the cities of Dallas or Fort Worth, or where such litigation is contemplated or imminent, in the sole opinion of the Board.
- 11.3 The Bidder being in arrears on any existing Contract or having defaulted on a previous Contract.
- 11.4 Lack of competency, in the judgment of the Board, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- 11.5 Uncompleted work that, in the judgment of the Board, will prevent or hinder the prompt completion of additional work if awarded.
- 11.6 Where the Bidder, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.
- 11.7 Where a Bidder or subcontractor thereof has failed to disclose a potential conflict of interest or discovered to have a conflict of interest in accordance the Board's Code of Business Ethics.
- 11.8 Where a Bidder, its subcontractor, or individual officer/principal of the bidder or subcontractor is under criminal indictment or been convicted of a criminal offense.

12 DETERMINATION OF NON-RESPONSIVE BID

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

- 12.1 The Bid shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind, in the sole determination of the Board.
- 12.2 Bid received after the time limit for receiving bids.
- 12.3 Bid was not signed.
- 12.4 Unbalanced value of any items.
- 12.5 Improper or insufficient bid guaranty, if required.
- 12.6 Bid did not meet specifications.
- 12.7 Bid did not contain all requested/required documents, submittals and /or samples.

13 REJECTION OF BIDS

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

14 WITHDRAWING BIDS

- 14.1 Bidder, by submitting a bid, warrants and guarantees that the bid has been carefully reviewed and checked and that it is in all things true, accurate and free of mistakes. However, Bidders have a common law right to withdraw a bid due to material mistake in the bid.
- 14.2 Bidder must submit a request to withdraw a bid in writing to the Vice President of Procurement and Materials Management. The written request to withdraw a bid must state the reason for

withdrawal request and, if the request is made after deadline for bid submittal, the details of the material mistake must be included in the request. A bid for which withdrawal is properly requested prior to deadline for submittal will be returned to the Bidder unopened.

- 14.3 If the Bidder elects to withdraw its bid and withdrawal is accepted by the PMM Vice President or Designee, then the proposal/bid will become null and void. The proposal/bid will not be eligible to be reinstated.

BID/PROPOSAL CHECKLIST

SOLICITATION NO. 7006532 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.
- Addenda.** When applicable, Bidder/Proposer submits signed addenda issued as part of the solicitation. If any addenda included amended bid or proposal pages or attachments, those documents must be used and included with the bid or proposal. Bidder/Proposer has checked the Board's website or the assigned Board contact to ensure all addenda, if any, have been received.
- SBE Compliance.** If a SBE goal is provided, Bidder/Proposer has included prime and/or subcontractor participation sufficient to meet or exceed the stated goal. **Self-performance by an SBE Prime Bidder/Proposer can be credited towards the SBE goal.** If the stated goal is not achieved, the Bidder/Proposer has provided documentation evidencing good-faith effort towards meeting the goal with their bid or proposal. SBE forms include the following (write "N/A" if the form was not part of the solicitation):
 - Work Force Composition Form
 - Commitment to SBE Participation Form
 - Schedule of Subcontractors
 - Intent to Perform/Contract as a DMWBE Subcontractor Form (As applicable)
 - Good Faith Effort (GFE) Criteria if goal is not achieved (see SBE Provisions Section for details).
 - All SBE Certificates including self-performing SBE companies. Confirm all certificates are from authorized certifying agencies.

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

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

Bid/Proposal Completion Actions

- Read/Confirm Intent to Comply.** Bidder/Proposer has read the Work/Product Specifications, Special Provisions, General Terms and Conditions and confirms that he/she will comply with all requirements as provided.
- Proofreading.** Bidder/Proposer has proofread all documents to ensure all information provided by the Bidder/Proposer is accurate and responsive to the solicitation specifications. The Board is not responsible for errors made by the Bidder/Proposer.
 - Bidder/Proposer has proofread all mathematical and number entries to ensure accuracy and commitment to honor pricing as submitted.
- Insurance Compliance.** Bidder/Proposer has contacted insurance agent or representative to verify insurance requirements are met, if awarded a contract, and that it will meet the on-line insurance registration requirements by sending your insurance certificate to dfwcoi@dfwairport.com. (see 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.dfwairport.com/procurement/index.php>

END OF BID INSTRUCTIONS AND REQUIREMENTS

SPECIFICATIONS / SCOPE OF WORK

1 GENERAL OVERVIEW

The purpose of this request and contract is to provide a towel service for the use of the Airport Board employees (approx. 1,900 but not all employees use the facility) that utilize the Wellness Center facility for exercise as part of the Health Wellness Initiative. The airport is requesting bid pricing for the purchasing of towels, the laundering of Airport owned towels, and the furnishing and laundering of towels. Bidders may bid on more than one option but is restricted to providing one bid per option.

2 SPECIFICATIONS: OPTIONS 1, 2, 3, 4 and 5, TOWEL RENTAL WITH LAUNDRY SERVICES

- 2.1 The laundry service shall include furnishing (rental) and cleaning soiled bath and hand towels utilized in the Wellness Center and replenishing with clean towels on weekly bases. Towels shall be laundered and include conditioners for towel softness in the cleaning or drying process. Service providers must include upon request or with their bid (preferred), samples, complete manufacturers descriptive literature of the towel and services being offered.
- 2.1 Suppliers must be prepared, if requested by the Airport Board, to fully demonstrate the proposed services and products are capable of achieving the desired results as specified. Such demonstration(s) shall be made solely at the Supplier's expense in a manner best representative of the requirements at a schedule convenient to the Airport Board.
- 2.2 Any quantity stated herein is an estimated quantity. The Airport reserves the right to increase or decrease the quantity of any or all sizes listed in this Request for Bids as it deems necessary to meet the Airport's needs.
- 2.3 The Contractor shall provide a weekly laundry service based upon 650 bath towels and 700 hand towels cleaned and ready for use upon delivery.
- 2.4 Contractor shall provide towels ready for use. Body towels should be folded three times; hand towels should be folded twice.
- 2.5 Service and towel specifications:
- 2.5.1 Currently body towel are 24" X 28" 8 LBs per dozen or 400 GSM.
- 2.5.2 Optional bid item for body towel size and thickness:
- 2.5.2.1 24 x 48, 8 lbs/dozen or 400GSM
- 2.5.2.2 24 x 50, 8 lbs/dozen or 400GSM
- 2.5.2.3 24 x 50, 11 lbs/dozen or 600GSM
- 2.5.2.4 27 x 54, 8 lbs/dozen or 400GSM
- 2.5.2.5 27 x 54, 11 lbs/dozen or 600 GSM
- 2.5.3 Hand towel - 16" x 26" 400 GSM
- 2.5.4 Pickup and delivery – once per week on Friday.
- 2.5.4.1 Contractor shall pick up soiled towels and replenish clean body and hand towels every Friday.
- 2.5.4.2 If scheduled delivery date falls on a Holiday, the contractor will communicate to the Wellness Team at least one week in advance to when the delivery will take place. i.e. Wellness Center is closed on the Friday after Thanksgiving.

- 2.5.5 Delivery shall be during the hours of 8:00 am and 3:00 pm.
- 2.5.6 Contractor shall provide adequate sized empty bins for storage of used/soiled towels
- 2.6 The towels furnished shall be delivered and placed as directed by the Wellness Team
- 2.7 Quality of towels must be suitable for use – not soiled, stained, dingy or torn towels. If shipment contains towels not suitable for use, the vendor will be expected to replace towels within 24 hours of original delivery date.
- 2.8 Contractor shall replace worn, thinning and no longer useable towels with new towels of the same size and thickness:
 - 2.8.1 Wellness Team reserves the right to inform contractor of towels that are no longer useable needing to be replaced.
 - 2.8.2 Because towels will be replaced throughout this agreement it is implied the contractor is not expected to use the same towels for the duration of this agreement and instead replace when needed and/or request.

3 **SPECIFICATIONS: OPTION 6 LAUNDRY SERVICE FOR AIRPORT FURNISHED TOWELS**

- 3.1 The laundry service shall include picking up Airport Wellness Center owned dirty and soiled towels from the Wellness Center and returning clean Wellness Center towels laundered and with fabric softener process to the Wellness Center set forth by the schedule below:
 - 3.1.1 Dirty and soiled Wellness Center towels shall be picked up every Monday, Wednesday and Friday of each week.
 - 3.1.2 Clean Wellness Center towels shall also be dropped off and ready for use on the same Monday, Wednesday and Friday of each week.
 - 3.1.3 If a scheduled delivery date falls on a Holiday, the contractor will communicate to the Wellness Team at least one week in advance to when the delivery will take place. i.e. Wellness Center is closed on the Friday after Thanksgiving.
 - 3.1.4 Delivery shall be during the hours of 8:00 am and 3:00 pm.
- 3.2 Service providers must include upon request or in their Bid (preferred), samples, complete manufacturers descriptive literature of the towel and services being offered.
- 3.3 Suppliers must be prepared, if requested by the Airport, to fully demonstrate the proposed service is capable of achieving the requirements of this solicitation for the Wellness Team. Such demonstration(s) shall be made solely at the Supplier's expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Airport Board.
- 3.4 Any quantity stated herein is an estimated quantity. The Airport reserves the right to increase or decrease the quantity of any or all sizes listed in the RFP as it deems necessary to meet the Airport's needs.
- 3.5 The Contractor shall provide a laundry service based upon 650 bath towels and 700 hand towels cleaned and ready for use upon delivery. DFW owns the towels and contractor is picking up soiled towels, cleaning and returning same towels.
- 3.6 Contractor shall provide towels ready for use. Body towels should be folded three times; hand towels should be folded twice.
 - 3.6.1 DFW Wellness Team is considering changing size and thickness of towels; Contractor shall quote laundry service of the towel sizes in the tables found in the Bid Response Forms at end of this document.

- 3.6.2 Contractor shall provide adequate sized empty bins for storage of used/soiled towels.
- 3.7 The towels furnished will be Airport towels and are not to be mixed with others and shall be delivered and placed as directed by the Wellness Team.
- 3.8 Quality of towels must be suitable for use – not soiled, stained, dingy or torn towels. If shipment contains towels not suitable for use, the vendor will be expected to replace towels within 24 hours of original delivery date.
- 3.9 Unit pricing should include removing, washing and returning DFW owned towels set forth by the schedule above.
- 4 SPECIFICATIONS: OPTION 7 PURCHASE OF TOWELS FOR USE BY THE WELLNESS CENTER**
- 4.1 In addition to requesting towel Laundry rental services the Airport is also requesting bids on the purchase of 2000 bath and 2000 hand towels to be used in the Wellness Center and laundered per the specifications in Option 6 above. Towels shall be terrycloth 100% cotton and the size and weight are as follows:
- 3.1.1 Bath Towel Size: 24" x 48" 8 lbs / dozen or 400 GSM.
- 3.1.2 Size: 24" x 50" 8 lbs / dozen or 400 GSM.
- 3.1.3 Size: 24" x 50" 11 lbs / dozen or 600 GSM.
- 3.1.4 Size: 27" x 54" 8 lbs / dozen or 400 GSM.
- 3.1.5 Size: 27" x 54" 11 lbs / dozen or 600 GSM.
- 3.1.6 Hand Towel Size: Approximate Size in inches: 16 x 26, 400 GSM.
- 4.2 Any quantity stated herein is an estimated quantity. The Airport reserves the right to increase or decrease the quantity of any or all sizes listed in this Request for Bids as it deems necessary to meet the Airport's needs. Initial purchase will be 2000 Bath and 2000 hand towels.
- 4.3 Service providers must include upon request or in their Bid (preferred), samples, complete manufacturers descriptive literature of the towel and shipping cost or other services being offered.

5 BIDDER / CONTRACTOR INFORMATION

- 5.1 Name, address and brief description of firm including how long firm has been in operation.
- 5.2 A one page narrative as to firm's interest, particular abilities and qualifications related to these services.
- 5.3 Describe other projects designed by this firm similar in nature to this SOW and key personnel pertinent to this project. Include reference contact information.
- 5.4 Provide examples of knowledge, expertise and/or experience with other related work.
- 5.5 Provide list of other organizations in which you do business in a similar scope and length of relationship.

END OF SPECIFICATIONS / SCOPE OF WORK

SPECIAL PROVISIONS

1 BOARD'S RIGHT TO INSPECT AND AUDIT

- 1.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the Board shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Board to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from Board or its Authorized Representative.
- 1.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Board, 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 **one-year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Board's Vice President of Procurement and Materials Management Department, unless renewed under the provisions below.
- 2.2 This Contract, as executed, shall include the **options to renew for four (4)** additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Board's discretion.

- 2.3 In recognition of the potential for fluctuations of the Contractor's costs for the years subsequent to the initial contract period, a price adjustment for each succeeding year may be requested subject to the pricing or rates provided in the bid or proposal.
- 2.4 Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.

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.
- 3.2 In addition, at its own expense, the Contractor shall:
 - 3.2.1 Take all precautions necessary per state regulations and/or OSHA Regulations to protect persons or property against injury or damages occurring as a result of its operations.
 - 3.2.2 Obtain all permits/licenses required to perform work or deliver products, including the Board's security requirements for Air Operations Area (AOA) badging regulations where applicable. Any cost for compliance shall be paid by the Contractor.
 - 3.2.3 Provide competent supervisors and workmen;
 - 3.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;
 - 3.2.5 Perform the Work without unnecessarily interfering with Board operations;
 - 3.2.6 Provide all vehicles and tools as necessary for its use; and
 - 3.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

4 DELIVERY LOCATION

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

DFW Airport Wellness Center
3265 Bear Creek Court
Dallas/Fort Worth International Airport, 75261
- 4.2 Successful Bidder may be required to provide notification of intent to deliver at least twenty-four (24) hours in advance of scheduled delivery. Unless otherwise agreed upon at time of notification, delivery must be accomplished between the hours of 8:00 a.m. and- 4:00 p.m., Monday through Friday (excluding Board-observed holidays).

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

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

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

5.2.4 All required 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 self-insured retention (SIR), the amount of such SIR must be clearly identified. We reserve the right to reject any SIR exceeding \$100,000.

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

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

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

5.2.9 All required liability policies must cover cross-suits between insureds.

5.2.10 All required liability policies must contain a “severability of interests” provisions.

5.3 REQUIRED COVERAGE AND LIMITS

5.3.1	Workers’ Compensation	Texas Statutory Coverage
	Employer’s Liability Insurance	\$500,000 Each Accident
		\$500,000 Each Disease, Each Employee
		\$500,000 Each Disease Policy Limit

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 Texas 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 a Hold Harmless and Indemnification Agreement in the form attached in the "Bid Response Forms" section.

5.3.2 Commercial General Liability (CGL)

Limit Any One Occurrence	\$1,000,000
Damage to Rented Premises	\$100,000
Personal and Advertising Injury	\$1,000,000
Policy Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

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

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

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

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

5.3.3 Business Automobile Liability

Combined Single Limit for Each Accident	\$500,000
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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 CERTIFICATION OF INSURANCE

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

5.4.2 Fax or e-mail insurance certificates to the following.

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

- 5.4.3 You further agree, upon our oral or written request, to furnish copies of certificates of insurance, certified by an authorized representative of the insurer(s), within ten (10) days of request.
- 5.4.4 You shall provide to the Board's Risk Management department, at least thirty (30) days prior to cancellation, except ten (10) days for non-payment of premium of cancellation of any required coverage. You shall then arrange acceptable alternate coverage to comply with our requirements and provide an updated insurance certificate.
- 5.4.5 No policy submitted shall be subject to limitations, conditions or restrictions that are inconsistent with the intent of the Insurance Requirements to be fulfilled by you. The Board's decision thereon shall be final.
- 5.4.6 Approval, disapproval or failure to act by the Board regarding any insurance obtained by you shall not relieve you of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate you from liability.
- 5.4.7 No special payment, except when separate line item is provided, shall be made by the Board for any insurance that the Contractor may be required to carry; all are included in the Contract amount and the Contract unit prices.

6 PROTECTION AND RESTORATION OF PROPERTY

- 6.1 The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the Work, or at any time due to defective Work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- 6.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

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

8 SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS

Notification is hereby given that No SBE contract specific goal has been established for this Contract. The Contractor/vendor has committed to zero percent (0%) SBE participation of the total dollar value of this Contract.

8.1 GENERAL REQUIREMENTS

- 8.1.1 It is the policy of the Dallas/Fort Worth International Airport Board of Directors ("Board") to support the growth and development of Small Business Enterprises ("SBEs") that can successfully compete for Airport prime contracting and subcontracting opportunities.
- 8.1.2 A "Contractor" is defined as one who participates, through a contract or any other contractual agreement in an Airport-funded contract opportunity. For purposes of these Provisions, a Contractor is one who seeks to do business with the Board by submission of a bid or proposal on any such contract or subcontract. A Contractor includes but is not limited to a Contractor, consultant, or vendor.

- 8.1.3 It is the policy of the Board to ensure non-discrimination in the award and administration of Board Contracts. Consequently, the Contractor must fully comply with the requirements of the Board's Small Business Enterprise Program Policies and Administrative Procedures in proposing and performing hereunder.
- 8.1.4 The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of the Board's Policies. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Board deems appropriate. The Contractor shall insert an Article containing all of the provisions of this Section, including this paragraph, in all subcontracts hereunder, except altered as necessary for the proper identification of the contracting parties and the Board under this Contract.
- 8.1.5 The Business Diversity & Development Department ("BDDD") is responsible to ensure compliance with the Board's SBE Policy and Administrative Procedures. BDDD has the mission to proactively facilitate and maximize business and capacity building opportunities for SBEs by collaborating with internal customers and implementing effective innovative programs and approaches for prime and subcontracting opportunities.
- 8.1.6 The Contractor specifically agrees to comply with all applicable provisions of the Board's SBE Policy and Administrative Procedures and any amendments thereto. SBE and Non-SBE subcontractors also agree to comply with all applicable provisions of the Board's SBE Policy and Administrative Procedures ("Policies").
- 8.1.7 The Contractor shall maintain records, as specified in the Audit and Records Section of the Special Provisions in the contract, showing:
- 8.1.8 Subcontract/supplier awards, including awards to SBEs;
- 8.1.9 Specific efforts to identify and award such Contracts to SBEs, such as when requested, copies of executed contracts with SBEs to establish actual SBE project participation.
- 8.2 ADMINISTRATIVE REQUIREMENTS
- 8.2.1 All Contractors are charged with knowledge of and are solely responsible for complying with each requirement of the Policies making a bid and, if awarded a contract, in performing the work described in the contract documents. These instructions are intended only to generally assist the Contractor in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, Contractors must consult with the BDDD office at 972-973-5500.
- 8.2.2 The Contractor shall appoint a high-level official to administer and coordinate the Contractor's efforts to carry out its SBE contractual commitments.
- 8.2.3 The Contractor agrees to submit monthly reports of payments and subcontract and/or supplier awards to SBEs and Non-SBEs in such form and manner and at such times as the Board shall prescribe.
- 8.2.4 The Contractor shall provide BDDD access to all books, records, accounts and personnel in accordance with the Audit and Records section of these Special Provisions. Such access will be used for, among other purposes, determining SBE participation and compliance with the Policies. All Contractors may be subject to interim and post-contract SBE audits. Audit determination(s) regarding Contractor's compliance with the SBE Policies may be considered and have a bearing on consideration of the Contractor for award of future Contracts.
- 8.3 GOALS AND GOOD FAITH EFFORTS
- 8.3.1 Each Contractor must comply with the terms and conditions of the Policies in making its bid or proposal and, if awarded the Contract, in performing all work thereunder. A Contractor's failure to

comply with any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a bid or proposal non-responsive and may constitute cause for rejection.

- 8.3.1.1 Responsive; compliance with requirements. If a bid/proposal meets the contract-specific goal or shows an adequate good faith effort in accordance with the Policies, then BDDD shall notify the procuring department to regard the bid/proposal as responsive.
- 8.3.1.2 Non-Responsive; failure to meet requirements. If a bid/proposal subject to a contract-specific goal does not meet the goal or show an adequate good faith effort, or provide the necessary documentation or forms outlined in the Policies, then BDDD shall notify the procuring department to regard the bid/proposal as non-responsive. Such determination shall result in no further consideration of the bid/proposal by the Airport.
- 8.3.1.2.1 *Informal meeting.* If BDDD finds the bid/proposal non-responsive in accordance with the above, the non-responsive bidder/proposer may request an informal meeting with the Vice President or designee within two (2) business days from the date that the Airport notifies the bidder/proposer of the inadequacy of the proposal. Such meeting shall be scheduled by BDDD. All deficiencies in the bid/proposer shall be explained to the bidder or proposer at such meeting after which the bidder/proposer shall be allowed to clarify the original documentation submitted. BDDD will at no time, however, allow additional information, documentation, certification certificates, subcontractors, joint venturers, suppliers, manufacturers, manufacturer's representatives or brokers that may later be added to the contract or to the original participation submitted at the time of the bid or proposal to be counted toward meeting of the project goal. If after this informal meeting the Vice President still finds the bid or proposal to be non-responsive, the Vice President or designee's decision shall stand with no further consideration.
- 8.3.2 Under the Policies, BDDD has established a contract-specific goal for this Contract. The specific goal for this Contract is stated in the Advertisement and Invitation to Bid. In order to comply with the proposal requirements, a Contractor must either meet the SBE contract-specific goal or demonstrate that the Contractor has made sufficient good faith efforts to meet the Contract goal. If the Contractor will not meet the SBE goal, it shall nevertheless be eligible for award of the Contract if it can demonstrate to BDDD that it has made good faith efforts to meet the SBE goal. This good faith effort documentation must be submitted with the Contractor's bid or proposal.
- 8.3.3 ***A Contractor cannot require exclusive subcontracting or teaming arrangements or agreements with subcontractors. As a material condition of this award and agreement, Contractor agrees not to enter into any exclusive arrangements, non-competition provisions or any language which restricts the rights of the SBE, M/WBE, ACDBE or DBE Subcontractor(s) or joint venture partner(s) to compete for prime or subcontracting opportunities with the airport on the current or future solicitations. Contractor agrees that the M/WBE, ACDBE, or DBE subcontractor is a third –party beneficiary of this provision and waives any rights to enforce such arrangement, agreement or provision against the M/WBE, ACDBE or DBE firm either for money damages or injunctive relief in any court of competent jurisdiction. Any Contractor that enters into such an arrangement, agreement or provision or seeks to enforce such arrangement, agreement or provision with an M/WBE, ACDBE or DBE firm(s) shall be considered a material breach of this Contract Agreement. Violation of this provision may lead to disciplinary action to include termination for default and/or debarment from bidding for a period not less than 12 months.***
- 8.3.4 For Contracts awarded using the procurement methods of Indefinite Delivery, Job-Order-Contract, Construction Management-at-Risk or Design Build, the Vice President of BDDD may determine the requirements to address the Contract goal by means of a Compliance Plan for utilization of SBEs on such Contract, or for alternative demonstration of good faith efforts by the Proposer. The development, scope and utilization of such compliance plans shall be addressed in a separate document.

- 8.3.5 In evaluating a Contractor's good faith efforts submission, BDDD will only consider those documented efforts that occurred prior to the good faith effort submission.
- 8.3.6 The submission of good faith efforts documentation is a matter of responsiveness and shall include a specific response to each of the following factors with the bid or proposal. In addition, a Contractor may supplement its responses to include any additional information with the bid or proposal the Contractor believes may be relevant. Failure of the Contractor to demonstrate adequate good faith efforts as to any one of the following categories shall render the overall good faith showing insufficient and the bid/proposal non-responsive. The required SBE good faith efforts are set forth below:
- 8.3.6.1 Whether the Contractor attended any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities for SBE participation (*acceptable documentation shall include copies of the meeting sign-in sheets with Contractor name noted as signed-in*);
- 8.3.6.2 Whether the Contractor advertised in general circulation, trade association, and/or SBE focused media concerning subcontracting and supplier opportunities (*acceptable documentation shall be copies of advertisement, newspaper page where advertisement was posted or print media confirmations*);
- 8.3.6.3 Whether the Contractor provided written notice via email or facsimile to a reasonable number of SBEs and/or contacted a reasonable number of SBEs via telephone about the subcontracting/supplier opportunities. A "reasonable number of SBEs" is based on the number of all SBEs available in the areas of subcontracting or supplier opportunities (*acceptable contact modes for solicitation shall be letters, facsimile transmissions, telephone communications and email*);
- 8.3.6.4 Whether the Contractor solicited the SBEs at least five (5) business days prior to bid submission, exclusive of the day the bids are opened, to allow SBEs to participate effectively. Also, whether the Contractor followed up those initial solicitations of interest by contacting SBEs at least three (3) business days prior to bid opening to determine with certainty whether the SBEs were interested (*appropriate steps may be demonstrated by second contact attempts by letter, facsimile transmission, telephone communication or email, if bidder/proposer failed to make contact on its first attempt*);
- 8.3.6.5 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the SBE goals including, where appropriate, breaking down the Contract into economically feasible subcontracts to facilitate SBE participation. This includes portions of the work to be performed by SBEs the Contractor would otherwise prefer to perform with its own workforce. The ability or desire of a Contractor to perform the services of a Contract with its own workforce does not relieve the Contractor of the responsibility to meet the Contract goal or demonstrate good faith efforts to do so (*The bidder/proposer shall make a moderate and reasonable adjustment to the normal and practiced industry standard that demonstrates a reasonable willingness to divide up scopes of work to provide more opportunities for SBEs to bid/quote*);
- 8.3.6.6 Whether the Contractor provided interested SBEs 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 (*such access shall be provided at least five (5) business days before bid date or proposal submission*);
- 8.3.6.7 Whether the Contractor fairly investigated and evaluated the interested SBEs' regarding their capabilities, not rejecting SBEs as unqualified without sound reasons based on a thorough investigation. Also, whether the Contractor provided verification, including a statement giving the Contractor's reasons for its conclusion, that it rejected each non-utilized SBE because the SBE was not qualified. Qualifications must be based on factors other than solely the amount of the SBE's bid. A Contractor may not reject a SBE as being unqualified without sound reasons

based on a reasonably thorough investigation and assessment of the SBE's capabilities and expertise. *(Appropriate steps may be demonstrated with a summary matrix that identifies all bidders/proposers, evaluation criteria, assessments, conclusions and verifications);*

- 8.3.6.8 Whether the Contractor negotiated in good faith with interested SBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested SBE firms. Also, whether the Contractor provided written documentation why the Contractor and each of the SBEs contacted did not succeed in negotiating an agreement *(Good faith negotiation shall mean scheduled meaningful discussions that demonstrably seek to find reasonable ways to utilize the SBE on the Contract);*
- 8.3.6.9 Whether the Contractor made efforts to assist interested SBEs in obtaining Board or Contractor-required bonding, lines of credit, insurance, etc.;
- 8.3.6.10 Whether the Contractor made efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;
- 8.3.6.11 Whether the Contractor effectively used the services of available minority and women community organizations; chambers and contractor groups; local, State, and Federal business assistance offices, and other organizations that provide assistance in the identification of SBEs *(acceptable contact modes for solicitation shall be letters, facsimile transmissions, telephone communications and email, list(s) of SBEs identified, marketing brochure or flyers);*
- 8.3.6.12 Whether the Contractor obtained written documentation from the Board's approved Surety Support Consultant, if applicable, or from a bona fide surety company indicating that bonding was denied and for what reason(s), prior to the SBE 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 BDDD; and
- 8.3.6.13 Whether other Contractors have attained a sufficient level of SBE participation to meet the Contract goals will also be taken into consideration in determining whether the Contractor has made a good faith effort.
- 8.3.7 BDDD will review not only at the different kinds of efforts that the Contractor has made but also the quantity and intensity of those efforts. Efforts that are merely pro-forma are not good faith efforts to meet the goal, even if they are sincerely motivated. BDDD will also consider if, given all relevant circumstances, the Contractor's efforts could reasonably be expected to produce a level of SBE participation sufficient to meet the goal.
- 8.3.8 Whether or not the contract-specific goal has been met and/or whether there were sufficient good faith efforts is considered a matter of the Contractor's responsiveness. The requirement to submit documentation that the goal has been met or good faith documentation in the manner prescribed by BDDD 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 with the bid or proposal, it waives the right to appeal the good faith efforts decision. The Vice President of BDDD or designee shall be responsible for determining whether the Contractor made the required good faith effort to meet the SBE Contract goal and, if not, shall recommend that the Contractor be deemed non-responsive.
- 8.3.9 If a Contractor desires a review of the Vice President of BDDD's decision, it shall file a written request for final reconsideration within five (5) business days after receipt of the decision to the Reconsideration Official:
- 8.3.10 The Contractor has a continuing obligation as a covenant of performance to meet the SBE utilization to which it committed at Contract award, inclusive of change orders, amendments, and modifications. If the Contractor during Contract performance must replace a SBE for any reason,

it must follow the provisions herein governing the substitution of SBEs and make documented good faith efforts to meet its original SBE contractual commitment.

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

8.3.10.1.1 Solicitation of SBEs that are certified in the applicable area of work or specialty;

8.3.10.1.2 Providing interested SBEs with adequate information about the plans, specifications, scope of work and requirements of the Contract;

8.3.10.1.3 Fairly investigating and evaluating the interested SBEs' regarding their capabilities, not rejecting SBEs as unqualified without sound reasons based on a thorough investigation, and providing verification, including a statement giving the Contractor's reasons for its conclusion, that it rejected each non-utilized SBE because the SBE was not qualified. Qualifications must be based on factors other than solely the amount of the SBEs bid;

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

8.3.10.1.5 Effectively using the services of available small, minority and women community organizations; chambers and contractor groups; local, State, and Federal business assistance offices, and other organizations that provide assistance in the identification of SBEs

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

8.4 COUNTING SBE PARTICIPATION

8.4.1 BDDD will evaluate each bid or proposal to determine the responsiveness of the bid or proposal to the SBE requirements. In determining if a Contractor's committed levels of participation meet or exceed the solicitation's SBE goal, BDDD shall base its determination solely on the information provided in the bid or proposal document.

8.4.2 Unless otherwise specified in the solicitation, all bids or proposals for the provision of Indefinite Delivery or Job-Order-Contracts for a period of time and with no delineation of the dollar amount for specific on-call projects, the Contractor shall submit only the anticipated overall percentage of SBE contractual commitment and post award, submit a completed Compliance Plan for review and approval by the Vice President of BDDD.

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

8.4.4 When calculating participation levels, percentages and dollar amounts for each SBE, the Contractor cannot round up in determining whether or not the total of these amounts meets or exceeds the contract-specific goal.

8.4.5 An SBE must be certified as an SBE by a Board-approved entity and have a place of business in the Airport's market area at the time of bid or proposal submission to be counted towards meeting the contract-specific goal. Other certifications are not acceptable.

- 8.4.6 Post award, the Contractor may count towards its SBE contractual commitment a SBE that is certified during the performance of the Contract if the SBE is added to the Contract or substituted for a SBE pursuant to section herein.
- 8.4.7 The Contractor may not count toward its SBE contractual commitment the dollar value of work performed by a SBE after it has ceased to be certified as a SBE, except where the SBE is no longer certified because it has exceeded the size standard per the SBE Policies.
- 8.4.8 SBE prime Contractors can count their self-performance toward meeting the contract-specific goal, but only for the scope of work and at the percentage level they will self- perform.
- 8.4.9 When a SBE participates in a Contract, the Contractor shall count only the value of the work actually performed by the SBE toward SBE goals.
- 8.4.10 A Contractor cannot count toward the SBE contractual commitment amounts paid to an affiliate subcontractor, as defined in 49 C.F.R. Part 16.5
- 8.4.11 The Contractor shall count the entire amount of that portion of a Contract (or other Contract not covered by this section) that is performed by the SBEs own work forces. The Contractor may count the cost of supplies and materials obtained by the SBE for the work of the Contract, including supplies purchased or equipment leased by the SBE (except supplies and equipment the SBE subcontractor purchases or leases from the prime Contractor or its affiliate).
- 8.4.12 The Contractor shall count toward the SBE goals the entire amount of fees or commissions charged by a SBE for providing a bona fide 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.
- 8.4.13 When a SBE subcontracts part of the work of its Contract to another firm, the value of the subcontracted work may be counted towards the SBE goal only if the SBE's subcontractor is itself a SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward SBE goals.
- 8.4.14 The Contractor will count expenditures to a SBE subcontractor towards the SBE goal only if the SBE is performing a commercially useful function on the Contract.
- 8.4.14.1 A SBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the materials itself. To determine whether a SBE is performing a commercially useful function, the Contractor must evaluate the amount of the work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing, the SBE credit claimed for its performance of the work, and other relevant factors.
- 8.4.14.2 A SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of SBE participation. In determining whether a SBE is such an extra participant, the Contractor must examine, among other relevant factors, similar transaction, particularly those in which SBEs do not participate.
- 8.4.14.3 If a SBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work forces, or the SBE subcontracts a greater portion of the work of a Contract then would be expected on the basis of normal industry practice for the type of work involved, the Contractor must presume that it is not performing a commercially useful function.

- 8.4.14.4 When a SBE is presumed not to be performing a commercially useful function as provided in this section, the SBE may present evidence to rebut this presumption. BDDD may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- 8.4.15 The Contractor shall use the following factors in determining whether a SBE trucking company is performing a commercially useful function:
- 8.4.15.1 The SBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract, and there cannot be a contrived arrangement for the purpose of appearing to meet the SBE goal.
- 8.4.15.2 The SBE must itself own and operate at least one fully licensed, insured and operational truck used on the Contract.
- 8.4.15.3 The SBE shall receive credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- 8.4.15.4 The SBE may lease trucks from another SBE, including an owner-operator who is certified as a SBE. The SBE who leases trucks from another SBE shall receive credit for the total value of the transportation services the lessee SBE provides on the Contract.
- 8.4.15.5 The SBE may also lease trucks from a non-SBE, including from an owner-operator. The SBE who leases trucks from a non-SBE is entitled to a credit only for the fee or commission it receives as a result of the lease arrangement. The SBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a SBE.
- 8.4.15.6 For purposes of this paragraph, a lease must indicate that the SBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SBE, so long as the lease gives the SBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the SBE.
- 8.4.16 The Contractor shall count expenditures to SBEs for materials or supplies towards the SBE goal as follows:
- 8.4.16.1 SBE Manufacturer
- 8.4.16.1.1 If the materials or supplies are obtained from a SBE manufacturer, count one hundred percent (100%) of the cost of the materials or supplies towards the SBE goal.
- 8.4.16.1.2 For purposes of this section a regular dealer 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. 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.
- 8.4.16.1.3 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. Packagers, broker, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

- 8.4.17 With respect to materials or supplies purchased from a SBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commission 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, towards the SBE goal, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. However, the Contractor shall not count any portion of the cost of the materials and supplies themselves toward SBE goals.
- 8.4.18 If a SBE subcontractor is not certified at the time of the execution of the Contract, supplemental agreement or subcontract, the Contractor may not count the firm's participation towards the SBE goal until the firm is certified. Additionally, the Contractor shall not count the dollar value of work performed under a Contract with a firm after it has ceased to be SBE certified, except where the SBE is no longer certified because it has exceeded the size standard per the SBE Policy and administrative procedures.
- 8.4.19 The Board reserves the right to reject the participation of a certified firm for credit towards meeting the Contract goal, in its sole discretion.
- 8.4.20 BDDD will count SBE participation where the SBE or joint venture partner performs a portion of work on the Contract and the percentage of ownership or equity of the SBE in joint venture. BDDD will allow the joint venture to count the portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the work of the Contract that the SBE joint venture partner performs with its own forces toward the SBE commitment and for which it is at risk.
- 8.4.21 The Contractor shall not count the participation of a SBE subcontractor toward the goal until the amount has been actually paid to the SBE.
- 8.4.22 The following expenditures to SBE firms may also count toward the SBE goal:
- 8.4.22.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Board to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 8.4.22.2 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 BDDD to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 8.4.22.3 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 BDDD to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 8.5 CERTIFICATION
- 8.5.1 In order to count the participation of SBEs towards the Contract goal, the SBE must be certified by the Small Business Administration 8(a) Program, Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency, D/FW Minority Supplier Development Council or the Women's Business Council Southwest. Other certifications are not acceptable.
- 8.5.2 In addition to having a valid certification from one of the entities listed above, the SBE must have a place of business in the Airport's market area at the time the firm is submitted for credit towards meet the SBE goal, which is defined as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, and Wise

counties. The SBE must provide any requested documentation to establish its place of business to the satisfaction of BDDD.

- 8.5.3 **The Contractor must submit to BDDD a properly completed SBE certificate or letter, with all required attachments, for all SBE participation (self-performance, subcontractors or suppliers) proposed to meet the Contract goal at the time of bid/proposal submission.** The Board reserves the right to reject the participation of a certified firm for credit towards meeting the Contract goal, in its sole discretion. Such rejection shall be in writing and state the reason(s) for the rejection. A Contractor whose proposed certified firm is rejected for goal credit may request reconsideration of the rejection to BDDD in writing. The request for reconsideration must be received by BDDD within five (5) business days of the notification of rejection. BDDD's decision on the request shall be final.
- 8.5.4 A firm must be certified as a SBE by an agency accepted by BDDD at the time of bid or proposal submission to be counted towards meeting the goal for purposes of determining Contract award.
- 8.5.5 Post award, a Contractor may count SBEs certified during the performance of the Contract towards its SBE contractual commitment once documentation confirming such certification is submitted to BDDD.
- 8.5.6 BDDD and the Texas Department of Transportation maintain a current listing of certified SBEs. Bidders and proposers must utilize these Directories to assist them in locating SBEs for the work required on the Contract. The SBE Directories are located at:
<http://www.dot.state.tx.us/business/sbeinfo.htm>
<https://dfw.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=dfw&XID=5886>
- 8.5.7 SBE certification does not constitute a representation or warranty as to the qualifications or capabilities of any certified firm.

8.6 SBE UTILIZATION FORMS AND RELATED DOCUMENTATION

8.6.1 Each Contractor must submit for all solicitations, bids or proposals, completed SBE utilization forms as outlined below.

8.6.1.1 Invitation for Bid (IFB) for Construction Projects:

- **Commitment to SBE Participation** must be submitted at the time of bid submission.
- **Preliminary Schedule of Subcontractors** must be submitted at the time of bid submission
- **Certification Certificates**. Copies of corresponding certification certificates must be attached to the Preliminary Schedule of Subcontractors.
- **Good Faith Effort Documentation**. If the Contractor fails to meet the SBE goal, this documentation must be submitted at the time of bid submission.
- **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 SBE subcontractor identified on the Final Schedule of Subcontractors, shall be submitted within three (3) business days from the date of the bid opening or with the bid verification.

OR

8.6.1.2 Invitation for Bid (IFB) for General Goods and Services Projects:

- **Commitment to SBE Participation** must be submitted at the time of bid submission.
- **Certification Certificates**. Copies of corresponding certification certificates must be attached to the Final Schedule of Subcontractors.
- **Good Faith Effort Documentation**. If the Contractor fails to meet the SBE goal, this documentation must be submitted at the time of bid submission.
- **Final Schedule of Subcontractors** shall be submitted at the time of bid submission.

- **Intent to Perform as a Subcontractor** A signed and executed form for each SBE subcontractor should be submitted at bid time.
- 8.6.1.3 Request for Proposals (RFP) or Request for Qualifications (RFQ):

- **Commitment to SBE Participation** must be submitted at the time of proposal submission.
- **Preliminary Schedule of Subcontractors** must be submitted at the time of proposal submission
- **Certification Certificates**. Copies of corresponding certification certificates must be attached to the Preliminary Schedule of Subcontractors.
- **Good Faith Effort Documentation**. If the Contractor fails to meet the SBE goal, this documentation must be submitted at the time of proposal submission.
- **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 SBE subcontractor identified on the Final Schedule of Subcontractors, shall be submitted with the best and final offer.

OR

- 8.6.1.4 Request for Price Proposal for a task/delivery order under an Indefinite Delivery Contract:

- **Commitment to SBE Participation** must be submitted at the time of proposal submission.
- **Compliance Plan**: Post Contract award, submit to BDDD for review and approval.
- **Final Schedule of Subcontractors** At the time that a delivery order price proposal is requested, the Final Schedule of Subcontractors must be submitted with the price proposal submission.
- **Certification Certificates**. Copies of corresponding certification certificates must be attached to the Final Schedule of Subcontractors.
- **Intent to Perform as a Subcontractor** A signed and executed form for each SBE subcontractor identified on the Final Schedule of Subcontractors must be submitted with the final agreed-upon price proposal for each delivery order.

- 8.6.2 Any commitments to meet the SBE goal must be detailed on the **Commitment to Small Business Enterprise (SBE) Participation** form included with the bid/proposal. This commitment includes the following:

"The Contractor must maintain the SBE participation level to which it committed at contract award throughout the performance of the Contract. A Contractor may not terminate for convenience a SBE subcontractor (or an approved substitute SBE) and then perform the work of the terminated subcontract with its own workforces, those of an affiliate or any other firm, without the prior written consent from BDDD. When a SBE subcontractor is terminated, or fails to complete its work on the Contract for any reason, the Contractor is required to make good faith efforts to substitute another SBE to fulfill its SBE contractual commitment."

- 8.6.3 The **Schedule of Subcontractors** form must list all subcontractors the Contractor intends to use in performing the work of the project, including non-SBEs, and detail the preliminary and/or final percentage and dollar commitment of the Contractor to SBE participation. Only SBEs identified and the levels of participation listed for each at the time of bid submission will be considered in determining whether the Contractor has met the goal. All SBEs must be properly certified under the guidelines of the CERTIFICATION section. Submission of the **Intent to Perform as a Subcontractor** form for each SBE shall constitute a representation by the Contractor to the Board that it believes the SBE to be certified as a SBE 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 the SBE for the work described at the approximate price and percentage set forth in the **Intent to Perform as a Subcontractor** form.

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

The Modification and Substitutions section of the Policies shall govern the modifications and substitutions of the SBEs that occur after Contract award.

8.6.5 Except as authorized by BDDD, the Contractor shall enter into formal agreements with the SBEs listed on the **Final Schedule of Subcontractors** and **Intent to Perform as a Subcontractor** forms within ten (10) business days after receipt of the Contract executed by the Board. If requested, the Contractor must provide the BDDD copies of those agreements within five (5) business days of the written request.

8.6.6 Alternative **Compliance Plan**

8.6.6.1 When the project design is not complete or at a level of completeness allowing for final competitive pricing proposals, BDDD's may, in its sole discretion, require bidders or proposers for a construction or construction-related professional services Contract to submit a Compliance Plan in lieu of the above forms. The Compliance Plan shall be developed in accordance with the following requirements:

8.6.6.1.1 BDDD may require separate goals for project professional services and for project construction services, or a project aggregate goal. The Compliance Plan may be required to address the project professional services goal and project the construction goal, only the project construction goal or any project aggregate goal in BDDD's discretion.

8.6.6.1.2 The construction goal shall be expressed as a percentage of either the total amount of any lump sum construction Contract awarded to complete a project, or in the alternative, the total estimated "cost of the work" as that term is defined in any guaranteed maximum price Contract awarded to complete a project.

8.6.6.1.3 The Airport department head shall provide a good faith estimate of the construction cost upon which a construction goal shall be set and the bidder or proposer must provide a refined estimate at the time of the submission of a proposed Compliance Plan, if the amount is not reflected in an executed Contract.

8.6.6.1.4 After consultation with the Department head or a designated representative, BDDD shall establish a timetable for submittal and review of the proposed Compliance Plan.

8.6.6.1.5 At BDDD's sole discretion, it may require submission and review of a proposed Compliance Plan during the solicitation process as a solicitation submittal requirement or after the conclusion of the solicitation process as a component of Contract negotiations and award. Failure to comply with the submittal timetable may, at BDDD's sole discretion, result in no further consideration of the proposed Compliance Plan and rejection of the proposal.

8.6.6.2 At a minimum, a proposed Compliance Plan must:

8.6.6.2.1 Comply with the Policies, including affirming that BDDD shall have prompt, full and complete access to all bidder or proposer and subcontractor personnel, books and records required to monitor and assure performance of the approved Compliance Plan and acknowledging the Board's right to withhold payment in the event of non-compliance and subject the Contractor to other sanctions pursuant to the Policies.

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

8.6.6.2.3 Provide a detailed program describing how the bidders or proposers will divide up the anticipated work into economically feasible units calculated to enhance SBE opportunities.

8.6.6.2.4 Describe in detail how the bidders or proposers will make good faith efforts to meet the project goal, including work that the bidders or proposers would normally self-perform, and provide for review, reconciliation milestones and audit opportunities for BDDD.

- 8.6.6.2.5 If the proposed Compliance Plan is based upon a phased or packaged buy out of the project construction work, the bidders or proposers will describe the process by which the bidders or proposers will address the project goal on a phased/ package or cumulative basis.
- 8.6.6.2.6 Describe how the bidders or proposers will comply with the requirements herein as part of the subcontractor buyout of the construction work, including use of commitment forms, Schedule of Subcontractors, Intent to Perform and joint venture forms to adequately document committed participation attained.
- 8.6.6.2.7 Contain a specific acknowledgement of the bidder's or proposer's continuing duty to meet the requirements of the Policies. The Compliance Plan must detail how the proposer will make good faith efforts to maintain its SBE commitments.
- 8.6.6.2.8 Set forth how the bidders or proposers will comply with BDDD's online reporting system for tabulation of participation performance and plan administration and for monitoring and reporting progress and participation performance to BDDD.
- 8.6.6.2.9 Recommend methods for supporting BDDD administration and oversight of the Compliance Plan.
- 8.6.6.2.10 Set forth a detailed methodology for issuance of notice(s) of non-compliance to the bidder's or proposer's subcontractors with the Compliance Plan and a reasonable opportunity to cure.
- 8.6.6.2.11 Set forth a detailed methodology for final reconciliation of participation performance, measured against the established goal and plan close out.
- 8.6.7 BDDD shall approve or initially reject, with comments, the proposed Compliance Plan. If the proposed Compliance Plan is rejected, the bidder or proposer may submit a revised Compliance Plan by a date set by BDDD. BDDD in its sole discretion may meet with the proposer to discuss any deficiencies that must be addressed in the revised Compliance Plan. If BDDD determines the revised Compliance Plan is insufficient to meet the requirements of the Policies, it shall notify the department head in writing of the rejection and the reasons for the rejection. BDDD's determination shall be final and result in no further consideration of the proposal or, in the event a Contract has been awarded, in withdrawal of the award for cause. In no event shall a Contract to construct a project be executed or continue without an approved Compliance Plan.
- 8.7 PAYMENT
- 8.7.1 It is Board policy that all Contractor invoices submitted to it in compliance with the Contract will be paid by it within 30 days of its receipt.
- 8.7.2 All Contractors must comply with the Texas Prompt Pay Act (Chapter 2251; Texas Government Code) in paying all sums, including retainage withheld from subcontractors, to subcontractors, subconsultants, vendors, materialmen, suppliers and similar persons or entities, including paying such persons or entities within 10 days of receiving payment from the Board their appropriate share of such payment. No Contractor that has received payment of an undisputed amount from the Board may withhold from any subcontractor its undisputed appropriate share of such payment.
- 8.7.3 No Contractor may withhold retainage from any subcontractor at a higher percentage rate than retainage is withheld by the Board from Contractor. Except for the Texas Prompt Pay Act requirement that a Contractor release retainage to a subcontractor within 10 days of that subcontractor's invoice for retainage, each Contractor must withhold/release retainage from/to each subcontractor in at least the same manner as retainage is withheld/released by the Board from/to Contractor (and must include provisions in its subcontracts ensuring this), including, but not limited to mirroring the Board's treatment of retainage withheld/released to Contractor concerning the following subjects:
 - 8.7.3.1 the percentage amount of retainage withheld/released;

- 8.7.3.2 the schedule for withholding/releasing retainage;
- 8.7.3.3 the phased release of retainage according to any phased completion (substantial/final) of portions of the project;
- 8.7.3.4 the optional cessation of withholding retainage prior to substantial/final completion of, or final payment for, the project (e.g. optional cessation when 50% of project is substantially complete, with an owner's right to resume withholding retainage upon the occurrence of certain events);
- 8.7.3.5 the release of retainage prior to final payment, less an amount withheld to cover a percentage of the value of punch-list work required before final completion is certified (e.g. retention of 200% of the value of punch-list work pending certification of final completion).
- 8.7.4 Each Contractor must address (and implement) in its subcontracts the subject of retainage so that each subcontractor is treated by the Contractor in the same manner as Board treats Contractor. Nothing in this provision precludes a Contractor from including in its subcontracts retainage provisions that are more favorable than those contained in the Contract between Board and Contractor, including, but not limited to, provisions withholding retainage at a lesser percentage rate, releasing retainage in part/whole earlier than retainage released by Board and/or withholding less retainage than Board withholds to cover the value of punch-list work required to be completed before final completion certification.
- 8.7.5 DFW encourages all Contractors and their subcontractors, subconsultants, vendors, materialmen, suppliers and similar persons or entities to make payment of invoices submitted to them more expeditiously than required under the Texas Prompt Pay Act.
- 8.7.6 Payment by a Contractor in violation of the terms of the Contract or applicable law will constitute a material breach of this Contract.
- 8.7.7 The Board may withhold progress payments until the Contractor demonstrates compliance with the payment terms of this Contract or applicable law, including withholding progress payments solely relating to monies payable to Contractor for work it self-performs or associated retainage.
- 8.7.8 The Board may also exercise any other rights or remedies available to it under this Contract or applicable law if Contractor fails to comply with the payment terms of this Contract or applicable law.
- 8.7.9 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 for eligible Contractors that may elect to voluntarily participate in. This policy is applicable if a Contractor has been awarded a multi-year Contract for construction and/or maintenance services of at least \$10,000,000 in Contract value. The Expedited Payment program requires those eligible Contractors that voluntarily participate in the program to pay their subcontractors within seven (7) calendar days after receipt of the subcontractor's invoice. The Board would then pay interest and provide other incentives to the Contractor on eligible expedited payments according to the Expedited Payment Process and Policy. The terms for Expedited Payment will be negotiated prior to the issuance of the Notice to Proceed.
- 8.7.10 To ensure that the Contractor meets all its SBE contractual commitments, BDDD will review the Contractor's SBE utilization throughout the term of the Contract, including any term extensions of the original Contract period. If a Contract includes a SBE contractual commitment, the Contractor must report all SBE payments using the BDDD's online reporting system and submit a **Pay Period Activity Report (PPAR) (with verifying information)** concurrent with the Contractor's submission of payment requests with each invoice. The information reflected on the PPAR will be utilized to provide constant monitoring of the payments made to the SBE as well as non-SBE subcontractors in relation to the percentage of work performed. Failure to include a required PPAR form with the invoice utilizing the Board's online reporting system will result in the invoice being returned to the Contractor.

8.7.11 Contract Close Out: To ensure that the Contractor meets all its SBE contractual commitments, BDDD will review the Contractor's SBE utilization throughout the term of the Contract, including any term extensions of the original Contract period, prior to receiving final payment. If a Contract includes a SBE contractual commitment, the Contractor must report all SBE payments using BDDD's online reporting system and submit **Final Pay Period Activity Report** (with verifying information) concurrent with the Contractor's submission of final payment request.

8.7.12 BDDD encourages all Contractors that may have a dispute with any subcontractor to attempt to resolve such dispute through appropriate formal or informal alternative dispute resolution procedures, including, but not limited to, negotiation, mediation, collaborative law, arbitration and/or conciliation, prior to seeking BDDD's assistance in resolving the dispute. If any Contractor or subcontractor does seek BDDD's assistance, it may require them to first attempt to resolve their dispute through appropriate alternative dispute resolution procedures and to provide BDDD with evidence of their good faith attempts to resolve the dispute as a condition of further assistance from BDDD.

8.8 MODIFICATIONS OR SUBSTITUTIONS

8.8.1 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 its SBE contractual commitment stated in its **Commitment to Small Business Enterprise (SBE) Participation** form.

8.8.2 The Contractor understands that if change orders or any other Contract modifications are issued under the Contract, the Contractor shall have a continuing obligation to immediately inform BDDD in writing of any agreed upon increase or decrease in the scope of work of such Contract, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

8.8.3 The Contractor agrees that if change orders or other Contract modifications are issued under the Contract that include an increase in the scope of work whether by amendment, change order, force account or otherwise which increases or decreases the dollar value of the Contract, whether or not such change is within the scope of work designated for performance by a SBE at the time of Contract award, then such amendment, change order or other modification shall be contemporaneously submitted to BDDD. The Contractor must make good faith efforts to meet its SBE contractual commitment. If the Contractor is unable to meet its SBE contractual commitment, it must submit a **Request for Approval of Change to Final Schedule of Subcontractors**, must be approved in writing by BDDD.

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

8.8.5 The Contractor must demonstrate good cause to terminate the SBE to the satisfaction of BDDD. Good cause includes the following circumstances:

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

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

8.8.5.3 The listed SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.

8.8.5.4 The listed SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state law.

- 8.8.5.5 BDDD has determined that the listed SBE subcontractor is not a responsible contractor.
- 8.8.5.6 The listed SBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal.
- 8.8.5.7 The listed SBE subcontractor is ineligible to receive to receive credit for the type of work required.
- 8.8.5.8 The SBE owner dies or becomes disabled with the result that the listed SBE subcontractor is unable to complete its work on the Contract.
- 8.8.5.9 Other good cause as determined in BDDD's sole discretion,

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

- 8.8.6 The Contractor must give the SBE notice in writing, with a copy to BDDD, of its intent to request to terminate and/or substitute, and the detailed reasons for the request. The Contractor and the SBE must attempt to negotiate a resolution of the situation, and if the negotiation is unsuccessful, the Contractor must document this effort before the Contractor seeks BDDD's approval to substitute the SBE.
- 8.8.7 Contractors must meet the above criteria and process before requesting prior written approval of any material change in the ownership, control, duties, functions and responsibilities of any SBE. The Contractor cannot make any changes to the **Final Schedule of Subcontractors** without the prior written consent of BDDD.
- 8.8.8 If the Contractor proposes to terminate or substitute a SBE subcontractor for any reason, the Contractor must make good faith efforts as defined herein to find a substitute SBE subcontractor for the original SBE to meet its SBE contractual commitment. Its good faith efforts shall be directed at finding another SBE to perform or provide at least the same amount of work, material or service under the Contract as the original SBE to the extent necessary to meet its SBE contractual commitment. The Contractor may also find additional SBEs and/or adjust the current/projected SBE participation to meet its SBE contractual commitment.
- 8.8.9 The Contractor must submit an **Intent to Perform as a Subcontractor** form for each proposed new SBE subcontractor. BDDD will approve or disapprove the substitution based on the Contractor's documented compliance with these provisions.
- 8.8.10 All changes to the **Intent to Perform As A Subcontractor** form must be submitted for review and approval through the **Request for Approval of Change to Final Schedule of Subcontractors** form when adding, changing, or deleting any subcontractor.
- 8.8.11 If the Contractor does not comply with these provisions relating to the modification or termination of, and/or substitution for a SBE subcontractor, the Board may elect to apply Contract remedies as described in the Board's Policies. Additionally, the Board may order the Contractor to forfeit the profits from the terminated portion of the SBE subcontract.

8.9 COMPLIANCE AND ENFORCEMENT

- 8.9.1 These Compliance and Enforcement Provisions address the additional contractual remedies available to Board as a result of Contractor's failure to comply with the obligations set forth in the SBE Program requirements. The contractual remedies set forth in the SBE Program are also applicable to the Contractor's failure to comply with the Program requirements, as well as any remedies available at law or in equity. These remedies are not intended to apply to Contractor's

failure to comply with other obligations under the Contract unrelated to the Program requirements or preclude Board's recovery of its actual damages for such unrelated breaches.

- 8.9.2 The Contractor must forward all necessary documents and information during the course of performance under this Contract and to close out the Contract and must cooperate with BDDD in providing any information, including the final accounting for SBE participation on the Contract.
- 8.9.3 BDDD is empowered to receive and investigate complaints and allegations by SBEs, third parties or Board Staff, or to initiate its own investigations, regarding Contractor's compliance with the Program requirements. If BDDD determines that an investigation is warranted, the Contractor must fully cooperate with the investigation and provide complete, truthful information to the Board concerning the investigation and Contractor's compliance with the Program requirements.
- 8.9.4 The failure of the Contractor to meet the SBE contractual commitment or comply with any other aspect of the Program requirements will constitute a material breach of the Contract entitling the Board to exercise any remedy available in this Contract, the Program requirements or applicable law.
- 8.9.5 The Board may report any suspected false, fraudulent or dishonest conduct relating to the Contractor's performance of the Program requirements to the Board's Department of Audit Services or to any applicable enforcement agency, including the State Attorney General's Office and appropriate federal law enforcement authorities.
- 8.9.6 If Contractor is in breach of any of the Program requirements, the Board may exercise any of following remedies, in addition to any other remedies available to it under this Contract or at law or in equity:
 - 8.9.6.1 withholding funds payable under this Contract, including, but not limited to, funds payable for work self-performed by the Contractor or applicable retainage;
 - 8.9.6.2 temporarily suspending, at no cost to DFW, Contractor's performance under the Agreement/Contract;
 - 8.9.6.3 termination of the Agreement/Contract;
 - 8.9.6.4 suspension/debarment, in accordance with applicable law, of Contractor for a period of time from participating in any solicitations issued by DFW for severity of breach of Contract.
- 8.9.7 With respect to SBE firms, a finding of non-compliance could result in a denial of certification or removal of eligibility and/or suspension and debarment.

END OF SPECIAL PROVISIONS

GENERAL TERMS AND CONDITIONS

1 ASSIGNMENT

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

2 CHANGES IN CONTRACT

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

3 CODES OF BUSINESS ETHICS

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

4 COMPLIANCE WITH LAWS

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

5 CONFIDENTIAL OR PROPRIETARY INFORMATION

Any portion of the Contractor's Bid that is marked confidential or proprietary, or clearly states contains trade secrets of the Contractor may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law. If access is requested to

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

6 DELIVERY / PERFORMANCE OF SERVICES

- 6.1 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.
- 6.2 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.
- 6.3 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.
- 6.4 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.
- 6.5 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.
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 Failure of Contractor to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Contractor in default.
- 6.10 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.
- 6.11 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.

7 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.

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

- 8.1 All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- 8.2 Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

9 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.

10 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.

11 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.

12 INDEMNIFICATION AND HOLD HARMLESS

- 12.1 **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.

- 12.2 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.
- 12.3 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.

13 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.

14 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.

15 NON-COMPETE AGREEMENTS OR CLAUSES

By execution of this contract, Contractor agrees that the Board will not be bound by any non-compete agreements or similar agreements that inhibit the Board's right to award and execute a contract to any company that submits a bid or proposal to the Board.

16 NON-DISCRIMINATION

- 16.1 As a condition of this Contract, Contractor hereby covenants that it will take all necessary action to insure that, in connection with any Work under this Contract, it will not discriminate in the

treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or Work performed hereunder for a minimum period of three years following final payment by Board or resolution of outstanding issues between the Board and Contractor, whichever is later, with full access allowed to authorized representatives of the Board upon request for purposes of evaluating compliance With this and other provisions of the Contract.

16.2 General Civil Rights Provisions (Required by the FAA)

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

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

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

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

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

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

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

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

16.3.1 Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

16.3.2 Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

16.3.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

16.3.4 Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such

Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

16.3.5 Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

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

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

16.3.6 Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

16.3.7 Title VI List of Pertinent Nondiscrimination Authorities—During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

16.3.7.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);

16.3.7.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

16.3.7.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

16.3.7.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

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

16.3.7.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

16.3.7.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

16.3.7.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- 16.3.7.9 The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 16.3.7.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 16.3.7.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 16.3.7.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

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

19 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.

20 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.

21 SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

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

subcontracts.

- 21.2 Additional SBE Program requirements, if any, shall be included in the Special Provisions Section of this Contract.
- 21.3 The Contractor specifically agrees to comply with all applicable provisions of the Board's SBE Program and any amendments thereto. The Contractor agrees to include all Board SBE Program requirements in all subcontracts and to further require all subcontractors to include all SBE Program requirements into all sub-subcontracts. All subcontractors at all tiers agree to comply with all applicable provisions of the Board's SBE Program.

22 SUBLETTING OF CONTRACT

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

23 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.

24 TEMPORARY SUSPENSION OF THE WORK

- 24.1 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.
- 24.2 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.
- 24.3 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.

25 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES

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

the notice of default to cure the default. If the Contractor has not cured the default on the 31st day after receipt of the notice, the Board may terminate the contract and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default.

26 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.

27 TERMS OF PAYMENT

- 27.1 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.
- 27.2 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.
- 27.3 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.
- 27.4 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.
- 27.5 Unless otherwise directed, invoices shall be submitted by mail, fax or email to:

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

USE ONLY ONE METHOD OF INVOICE DELIVERY

28 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

BID RESPONSE FORMS

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

FROM: _____
 BID FIRM

1 BID PRICING:

The undersigned, as an independent contractor, hereby offers to provide Dallas/Fort Worth International Airport Board (Board), at the terms and conditions contained in this Solicitation No. 7006385 and this Bid, the following goods and/or services at the prices hereby bid:

7006532 – Towel Service for LiveWell Center (Furnish and Laundry)

Option 1

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	Bath Towel, 8lbs/dozen or 400GSM Approximate size in inches: 24 x 48 Bidding dimensions (_____) Replacement cost \$_____ each	650 per weekly delivery	\$_____	\$_____
2	Hand Towel 400GSM Approximate Size in inches: 16 x 26 Bidding dimensions (_____) Replacement cost \$_____ each	700 on weekly delivery	\$_____	\$_____
	Total for towels only			\$_____
3	Weekly Inventory Maintenance Fee if applicable explain in detail: Other fees if applicable. Bidder must provide all costs with this bid if not included will not be paid. 1. 2. 3.		\$_____ \$_____ \$_____	\$_____ \$_____ \$_____
	Total for fees only			\$_____
	TOTAL WEEKLY PRICE (towels and fees)			\$_____
	TOTAL ANNUAL PRICE FIRST YEAR	52 X Weekly Service =		\$_____

Towel Service for LiveWell Center (Furnish and Laundry)

Option 2

ITEM #	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
1	Bath Towel, 8lbs/dozen or 400GSM Approximate size in inches: 24 x 50 Bidding dimensions (_____) Replacement cost \$_____ each	650 per weekly delivery	\$ _____	\$ _____
2	Hand Towel 400 GSM Approximate Size in inches: 16 x 26 Bidding dimensions (_____) Replacement cost \$_____ each	700 on weekly delivery	\$ _____	\$ _____
	Total for towels only			\$ _____
3	Weekly Inventory Maintenance Fee if applicable explain in detail: Other fees if applicable. Bidder must provide all costs with this bid if not included will not be paid. 1. 2. 3.		\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
	Total for fees only			\$ _____
	TOTAL WEEKLY PRICE (towels and fees)			\$ _____
	TOTAL ANNUAL PRICE FIRST YEAR	52 X Weekly Service =		\$ _____

Towel Service for LiveWell Center (Furnish and Laundry)

Option 3

ITEM #	DESCRIPTION	EST QTY	UNIT PRICE	EXTENDED PRICE
1	Bath Towel, 11lbs/dozen or 600GSM Approximate size in inches: 24 x 50 Bidding dimensions (_____) Replacement cost \$_____ each	650 per weekly delivery	\$ _____	\$ _____
2	Hand Towel 400 GSM Approximate Size in inches: 16 x 26 Bidding dimensions (_____) Replacement cost \$_____ each	700 on weekly delivery	\$ _____	\$ _____
	Weekly total for towels only			\$ _____
3	Weekly Inventory Maintenance Fee if applicable, explain in detail: Other fees. Bidder must provide all costs with this bid if not included will not be paid. 1. 2. 3.		\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
	Weekly total for fees only			\$ _____
	TOTAL WEEKLY CHARGE (towels and fees)			\$ _____
	TOTAL ANNUAL CHARGE FIRST YEAR	52 X Weekly Service =		\$ _____

Towel Service for LiveWell Center (Furnish and Laundry)

Option 4

ITEM #	DESCRIPTION	EST QTY	UNIT PRICE	EXTENDED PRICE
1	Bath Towel, 8lbs/dozen or 400GSM Approximate size in inches: 27 x 54 Bidding dimensions (_____) Replacement cost \$_____ each	650 per weekly delivery	\$ _____	\$ _____
2	Hand Towel 400GSM Approximate Size in inches: 16 x 26 Bidding dimensions (_____) Replacement cost \$_____ each	700 on weekly delivery	\$ _____	\$ _____
	Weekly total for towels only			\$ _____
3	Weekly Inventory Maintenance Fee if applicable, explain in detail: Other fees. Bidder must provide all costs with this bid. Not included will not be paid. 1. 2. 3.		\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
	Weekly total for fees only			\$ _____
	TOTAL WEEKLY PRICE (towels and fees)			\$ _____
	TOTAL ANNUAL PRICE FIRST YEAR	52 X Weekly Service =		\$ _____

Towel Service for LiveWell Center (Furnish and Laundry)

Option 5

ITEM #	DESCRIPTION	EST QTY	UNIT PRICE	EXTENDED PRICE
1	Bath Towel, 11lbs/dozen or 600 GSM Approximate size in inches: 27 x 54 Bidding dimensions (_____) Replacement cost \$_____ each	650 per weekly delivery	\$ _____	\$ _____
2	Hand Towel 400GSM Approximate Size in inches: 16 x 26 Bidding dimensions (_____) Replacement cost \$_____ each	700 on weekly delivery	\$ _____	\$ _____
	Weekly total for towels only			\$ _____
3	Weekly Inventory Maintenance Fee if applicable, explain in detail: Other fees. Bidder must provide all costs with this bid if not included will not be paid. 1. 2. 3.		\$ _____ \$ _____ \$ _____	\$ _____ \$ _____ \$ _____
	Weekly total for fees only			\$ _____
	TOTAL WEEKLY PRICE (towels and fees)			\$ _____
	TOTAL ANNUAL PRICE FIRST YEAR	52 X Weekly Service =		\$ _____

Option 6 Laundry Service Only (Towels Furnished by the Airport)

ITEM	DESCRIPTION	QUANTITY	Unit Price Per Washing	Total Weekly Price	Annual Cost of 52 Weeks
Option1	Bath Towel Size: 24" x 48" 8 LBs / dozen or 400 GSM	200 / M,W,F (600 per week)	\$_____	\$_____	\$_____
Option 2	Bath Towel Size: 24" x 50" 8 LBs / dozen or 400 GSM	200 / M,W,F (600 per week)	\$_____	\$_____	\$_____
Option 3	Bath Towel Size: 24" x 50" 11 LBs / dozen or 600 GSM	200 / M,W,F (600 per week)	\$_____	\$_____	\$_____
Option 4	Bath Towel Size: 27" x 54" 8 LBs / dozen or 400 GSM	200 / M,W,F (600 per week)	\$_____	\$_____	\$_____
Option 5	Bath Towel Size: 27" x 54" 11 LBs / dozen or 600 GSM	200 / M,W,F (600 per week)	\$_____	\$_____	\$_____
6	Hand Towel Size: 16" x 26" 400 GSM	225 / M,W,F (675 per week)	\$_____	\$_____	\$_____
7	Misc. Costs/Fees If applicable.		\$_____	\$_____	\$_____

Option 7 Purchase of Towels

ITEM #	DESCRIPTION	EST QTY	UNIT Price	EXTENDED Price
Option 1	Bath Towel Size: 24" x 48" 8 lbs / dozen or 400 GSM	2000	\$ _____	\$ _____
Option 2	Bath Towel Size: 24" x 50" 8 lbs / dozen or 400 GSM	2000	\$ _____	\$ _____
Option 3	Bath Towel Size: 24" x 50" 11 lbs / dozen or 600 GSM	2000	\$ _____	\$ _____
Option 4	Bath Towel Size: 27" x 54" 8 lbs / dozen or 400 GSM	2000	\$ _____	\$ _____
Option 5	Bath Towel Size: 27" x 54" 11 lbs / dozen or 600 GSM	2000	\$ _____	\$ _____
6	Hand Towel Size: 400 GSM Approximate Size in inches: 16 x 26	2000	\$ _____	\$ _____
	Shipping Costs are to be included in pricing.			

Payment terms: Net _____; _____% discount in _____ days.

Escalation Rates for Contract Renewal Options:

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

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

2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

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

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

Yes, Agree to Cooperative Purchasing Provision

No, Do Not Agree to Cooperative Purchasing Provision

3 INSURANCE REVIEW VERIFICATION

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

Yes No

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

Yes No

4 ORGANIZATIONAL SUMMARY INFORMATION

1. BIDDING FIRM: _____

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

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

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

5. Optional Information:

SBE

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

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

ID Number: _____

Certified as Small Business Enterprise

Certification Agency: _____

Certification Number: _____

5 WORK FORCE COMPOSITION

NAME OF BIDDING FIRM/ CONTRACTOR _____

DATE _____

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

Definitions in accordance with Equal Employment Opportunity (EEO)

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

REMARKS:

Oct-09

6 INSURANCE AFFIDAVIT

Dallas Fort Worth International Airport Board Solicitation No. 7006532

NAME OF BIDDER: _____

To be completed by the Bidder/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. 7006532, 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 Bidder/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. 7006532. 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: _____

7 BUSINESS DISCLOSURE FORM

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

Information about Entity Submitting Bid/Proposal/Offer

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

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

I. Entity Ownership Information

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

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

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

Form Revised 10/13

8 BID ENDORSEMENT FORM

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

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

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

BID FOR SOLICITATION NO. 7006532

SUBMITTED BY:

(OFFICIAL NAME OF BIDDING FIRM)

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

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

(Typed or Printed Name)

(Title)

(Email and Telephone Number)

(Date Signed)