

EXTERIOR AND INTERIOR PAINTING SERVICES
ARTICLE 0
GENERAL REQUIREMENTS & PROVISIONS

ARTICLE 0 – GENERAL REQUIREMENTS AND PROVISIONS

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Part 1. Related Documents

1.1. Supplemental Information Referenced in this Article

1.1.1. Unless otherwise specified, the General Requirements and Provisions listed under this Article shall apply to all referenced documents below. If there is a conflict between the General Requirements and Provisions and the requirements of other Contract documents, the greater quantity or quality shall take precedence:

1.1.1.1. Article 1 – Scope of Work/Specifications

1.1.1.2. Exhibit 1 – Bid Price Form

1.1.1.3. Exhibit 2 – Customer References

Part 2. General Overview

2.1. General Summary of Intent

2.1.1. The Dallas/Fort Worth International Airport (Board) is soliciting bids to establish a Contract for Exterior and Interior Painting Services throughout the Airport property.

2.1.2. The provisions described under this Article provide the Bidder with the Board intent and direction for performing the specified services to maximize efficiency of operation.

2.1.3. The Contractor's Operational Approach shall be constructed such that the Board Representative has a single point of contact at all times to initiate action or receive updates on conditions, operations, etc.

2.1.4. The Contract, if a contract is awarded, shall be for a period of three (3) years, with no renewal options.

2.1.5. The term "Board Representative" defines a member of the Energy, Transportation and Asset Management (ETAM) Department or someone designated in writing by the Vice President of the ETAM Department.

2.1.6. Bidder is encouraged to visit the Airport website and review Airport Procurement Processes located at www.dfwairport/procurement.com.

Part 3. Bidder Qualifications

3.1.1. Bidder shall have proven experience in providing the specified services detailed in Article 1, and tasks listed in the Bid Pricing Form.

3.1.2. Bidder shall provide a list of three (3) references as requested in Exhibit 2, for which services of similar scope and complexity has been completed or is being provided.

3.1.3. The Airport reserves the right to investigate, substantiate or reject any Bidders submittal when the evidence submitted by, or investigation of, fails to satisfy the Airport that Bidder is properly qualified and/or experienced to fulfill the work requested under this Solicitation. The Airport's decision on this matter shall be final.

Part 4. Scope or Work Overview

4.1. General Overview

4.1.1. The Contractor shall perform exterior and interior painting work throughout the Airport's property, to all Board's owned property, where the tasks listed in the Bid Pricing Form can be performed following the terms and conditions under this article, Article 1, and any other related Contract document or exhibits.

4.1.2. Painting work will be requested by the Board ETAM Department on an as need it basis, by individual Delivery Orders issued by the Board Procurement and Materials Management Department. Please refer to the Contract Special Provisions Document for additional information about the Delivery Order Process.

4.1.3. The Contractor shall abide by all specific policies and procedures as required in all Contract documents and related exhibits.

4.1.4. The estimated square foot quantities listed under Exhibit 1 are estimated quantities based on Airport the Board's projections for painting services for the next three (3) years.

4.1.5. The Contractor shall provide all labor hours, supervision, materials, supplies, tools, and equipment required to perform all the work included under this Contract, following the Airport's standard of service level as defined under Article 1, Part 2.

4.1.6. The Contractor shall be responsible for estimating, planning, scheduling, budgeting, controlling and accumulating all costs and work force efforts associated with the Contract activities.

4.1.7. The Contractor shall abide by all specific policies and procedures as required in all Contract documents and related exhibits.

Part 5. Bid Pricing

5.1. General Instructions

5.1.1. Bidder shall provide pricing for each task listed under the Bid Pricing Form, for each Contract year term. Partial bids shall be considered non-responsive.

5.1.2. Bidder shall not change/modify any information provided by the Board in the Bid Pricing Form, including, but not limited to; the "Item No.", the "Description" the Estimated Annual Qty." the "UOM", and not to exceed amounts established by the Board for Line Items D.13.0, E.14.0, and E.14.1. Bids received with changes/modifications shall be considered non-responsive.

5.2. Fully Loaded Price Requirement

5.2.1. Bidder's price for each task listed under Exhibit 1 shall be firm-fixed for each Contract year term, and shall be fully loaded to represent the total cost to the Board to perform each task, following the scope of work and specifications listed under Article 1.

5.2.1.1. For each task listed, Bidder shall calculate and add their total cost to perform that task, including, but not limited to; all labor hours, paint, paint related materials,

supplies, tools, equipment, rentals, incidentals; Bidder's direct and indirect costs related to, but not limited to; including burden costs such as federal and state mandated deductions, mandatory health care insurance coverage; transportation costs, fuel cost, taxes, insurance, and overhead and profit.

Part 6. Bid Submittal

6.1. Bid Content Requirements

6.1.1. Bidder shall submit all required documentation, forms, and attachments, required under this Solicitation. A "Bidder Checklist" is included under this Solicitation to help the Bidder reduce the possibility of errors and/or omissions in their bid submission. However, it is the Bidder's obligation and responsibility to review the Solicitation package to comply with all the requirements of this Solicitation with exception to pricing. The Board may seek documentation after bid submittal if it is deemed to be in its best interest.

6.2. Subcontracts and Subcontractors

6.2.1. The Airport agrees that certain tasks shall be performed by subcontractors engaged by the Contractor rather than by the Contractor's direct employees. The Contractor shall use due diligence and due care, and be held to the highest level of professional management standards for comparable properties, in selecting subcontractors and in supervising their performance. In addition, if the Contractor at any time does not have on file a current insurance certificate for a subcontractor in the form required by the Airport, the Contractor shall direct such subcontractor not to enter upon any portion of the Airport and, if the Contractor becomes aware that such subcontractor has entered onto the Airport shall take appropriate action to remove such subcontractor from the Airport and to prevent such subcontractor from further entering upon the Airport until the required insurance certificate is on file.

6.2.2. The Airport shall have the right to assume (or the right to assume and to assign to a third party) such subcontracts upon written notice to the subcontractor(s) that this Contract has been terminated, in which event the subcontractor(s) shall have no claim against The Airport or such third party for work performed, services rendered or materials supplied by such subcontractor, or other matters arising hereunder, prior to the date of such notice, with the Airport or such third party (as the case may be) being liable only for obligations to the subcontractor(s) arising after the Airport or such third party gives written notice to such subcontractor of its assumption of such subcontract.

6.2.3. The Contractor shall certify in writing that all contract agreements between the Contractor and Subcontractors are finalized prior to full notice of proceed. The Contractor shall develop a formalized process for selecting subcontractors, and shall certify to the Airport Representative that they are capable of performing their assigned work.

6.2.4. All subcontractors engaged by the Contractor shall report directly to the Contractor and be assigned work by the Contractor. The Contractor shall report on the subcontractor's work activities to the Airport Representative.

6.2.5. All subcontractors shall be responsible for the safety and training of their personnel as specified under the appropriated Article, or other appropriated Service articles, and shall provide the Contractor with affidavits and records to prove compliance.

6.2.6. The Contractor shall work closely with the subcontractors to develop schedules and methods. When finalized, the Contractor shall present the schedule to the Airport Representative for approval.

6.2.7. The Contractor shall be held responsible for its subcontractors for work equipment requiring inspection and certification and shall maintain required testing and inspection information.

6.2.8. Properly executed documentation reflecting the Contractor and subcontractor legal relationship shall be provided prior to contract award.

Part 7. Regulatory Compliance

7.1.1. The Contractor and Subcontractor(s) shall comply with all applicable mandatory Federal, State and the Airport Policies and Procedures, laws, ordinances, rules, and regulations required to perform the work specified herein. Regulatory entities shall include, but not be limited to:

- 7.1.1.1. Department of Transportation – DOT
- 7.1.1.2. Environmental Protection Agency – EPA
- 7.1.1.3. Occupational Safety and Health Administration – OSHA
- 7.1.1.4. Texas Railroad Commission – RCC
- 7.1.1.5. Texas Department of State Health Services - TDSHS
- 7.1.1.6. Texas Commission on Environmental Quality - TCEQ

7.1.2. If required by federal, state, city, or Airport policies and regulations, the Contractor and its Subcontractor(s) shall:

- 7.1.2.1. Possess all required certificates of training, licenses, permits, and bonding. All certificates of training, licenses, permits and bonds shall be current and valid and available immediately upon request of the Airport Representative.
- 7.1.2.2. Be responsible for all costs associated with regulatory compliances, licenses, permits and bonding and any recurring associated fees referenced in this section.

7.1.3. The Airport Representative shall notify the contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or Contractor's representative at the site of work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Airport Representative may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claims or requests for equitable adjustments for additional time or money on any stop order issued under these circumstances.

7.1.4. The Contractor shall be responsible for its Sub-contractors' compliance with the requirements of this section.

Part 8. Records and Documents

8.1. Contract Related Documentation

8.1.1. During the Contract term, the Contractor shall store and maintain all record documents for work performed under this Contract.

8.1.2. After the Contract term, books, records, and documents of the Contractor, insofar as they relate to work performed under this Contract, shall be maintained for three (3) full years from the date of the final payment. Such shall be subject to audit upon notice by the Airport Representative or designee. The records shall be maintained in accordance with generally accounting principles.

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