REQUEST FOR PROPOSAL

Solicitation No. 8005155
Disparity Study

Deadline for Proposal Submittal:
October 15, 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
972-973-1102 (fax)
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-Proposal Conference Will Be Held

A Pre-Proposal Conference will be held on September 21, 2017, at 10:00 a.m. (Central Time) at the DFW Airport Headquarters. While attendance is not mandatory, all interested firms are encouraged to attend. See Proposal Instruction and Requirements Section for details.
DFW AIRPORT HEADQUARTERS
LOCATION MAP
SOUTHGATE PLAZA

Figure 1-1: South Gate Plaza District Location Map

South Gate regional context and location within DFW Airport boundary.
SOLICITATION SUMMARY

1 GENERAL DESCRIPTION

The DFW International Airport is seeking a qualified consultant/firm to prepare and deliver a comprehensive Disparity Study related to the availability and utilization of Minority/ Women/ Disadvantaged Business Enterprises in Airport contracting and concession contracts.

2 SCHEDULE OF EVENTS

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

   RFP Advertise Dates: ..........August 30 and September 6, 2017
   RFP Release Date: .................August 30, 2017
   Pre-Proposal Conference: ......September 21, 2017 @ 10:00 am (Central Time)
   Deadline for Questions: ..........October 2, 2017 @ 2:00 pm (Central Time)
   Proposal Due Date and Time: :October 16, 2017 @ 2:00 pm (Central Time)
   Board Approval Date: ...............December 7, 2017
   Notice to Proceed: .................January 2, 2018

3 CONTRACT TERM

Two (2)-year period.

4 SMALL BUSINESS ENTERPRISE (SBE) GOAL

SBE goal for this contract is: 30 %

5 APPLICABLE LAWS

This solicitation is being conducted in accordance with Texas Local Government Code Title 8, Subtitle A, Chapter 252 and/or Government Code 2254, as applicable.

6 RECEIPT OF REQUEST FOR PROPOSAL DOCUMENT

If you obtained this RFP 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: 8005155
Bid / Proposal Name: Disparity Study
Due Date and Time:

Company Name:
Contact Name:
Company Address:

Telephone Number:
NO PROPOSAL INFORMATION FORM

SOLICITATION NO. 8005155

SOLICITATION TITLE: Disparity Study

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: ________________________________________________________________
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EFFECTIVE 10/1/2012
SBE PROGRAM IN EFFECT
Please review all Bids/Proposal Documents CAREFULLY!

FAILURE to comply with the new requirements will deem your Bids/Proposals Non-Responsive with no Further Consideration.

BE SURE TO INCLUDE SBE CERTIFICATE DOCUMENTS INCLUDING COMPANIES THAT ARE SELF-PERFORMING SMALL BUSINESS ENTERPRISES.
PROPOSAL INSTRUCTIONS AND REQUIREMENTS

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

1 DEFINITIONS

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

2 CONTACT INFORMATION

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

3 PRE-PROPOSAL CONFERENCE

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

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

3.3 It is the responsibility of the Proposer to fully understand the scope of work and the conditions under which Work is to be performed. Failure to attend a Pre-Proposal Conference shall not relieve a Proposer from full performance of any Contract awarded to the satisfaction of the Board. No minutes will be provided for this meeting.

4 ADDENDA AND CLARIFICATIONS

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

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

4.3 Clarification to the solicitation will be issue 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 Proposals 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 Proposers 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 sub consultants. 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 PROPOSAL PREPARATION

6.1 Submittals: Proposer must submit all Proposal Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its Proposal. Proposer's failure to include all submittals may be cause to consider a Proposal non-responsive.

6.2 Endorsing the Proposal: An authorized officer of the Proposing Firm must sign the Proposal. Signature of the Proposal will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Proposal Response Forms. Proposers that take exception to the Board’s General Terms and Conditions, Special Provisions, and/or Specifications shall do so at the risk of Proposal rejection. Electronic signature using the Board's online Proposal System shall comply with this requirement.


6.4 Freight and Shipping: Proposal prices shall include the cost to ship all products and materials to the Dallas/Fort Worth International Airport, F.O.B. Destination, Freight Prepaid and Allowed.

6.5 Tax Exempt Status: Purchases by the Airport Board are exempt from sales and use tax under Section 151.309 of the Texas Tax Code (the “Code”). In addition, Contractor purchases of tangible personal property and taxable services for the purpose of reselling them to the Board under this Contract may also be exempt from sales and use tax under Code Section 151.302. Where legally permitted, Contractor shall provide the vendor or supplier with a properly executed resale certificate at the time of purchasing tangible personal property and/or taxable services that are to be resold to the Board under this Contract.

6.6 Acceptance of Specification Requirements: The Board will presume that the product or service offered complies with each requirement of the specifications unless indicated otherwise. If the product or service offered is different than specified, Proposer must note the difference on an attached document that details the exception(s) to specifications. Failure of the Proposer to make the required acknowledgements may cause the Proposal to be considered non-responsive, in the sole determination of the Board. Should any product be delivered or service performed which is not as the Successful Proposer has purported it to be in its Proposal, said Successful Proposer will be required to correct any deficiencies without additional cost to the Board.

6.7 Proposer Requirements: The Proposer must have demonstrated experience in the successful completion of Scope of Work / Specifications of a similar nature and scope. The Successful Proposer must take prime contractor responsibility, including the management and performance of all subcontractors and products (goods) provided.

6.8 Solicitations Including Requirements for Goods
6.8.1 Brand Name or Equal: To establish an understanding of the type products that will be considered responsive to the Specifications, specific manufacturers and series or model numbers may have been referenced. Such brand identification is intended to be descriptive, not restrictive, and is referenced to indicate the quality and characteristics of products that will be satisfactory. Other makes and models may be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.

6.8.2 Proposals offering "equal" products will be considered for award if such products are clearly identified in the Proposals and are determined solely by the Board to be equal in all material respects to the brand name products referenced.

6.8.3 Proposers must submit upon request by the Board, complete manufacturer’s descriptive literature and/or samples of the product being offered. This request may be made after receipt of bids.

6.8.4 Proposers proposing products other than that specifically referenced must be prepared, if requested by the Board, to fully demonstrate that the proposed products are equivalent to the referenced products and capable of achieving the desired results. Such demonstration(s) shall be made solely at the Proposer’s expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Board.

6.8.5 Unless the Proposer clearly indicates in its Proposal that it is offering an "equal" product, its Proposal shall be considered as offering the brand name and product model referenced.

6.9 Alternate Proposals: Alternate proposals will not be accepted; only one proposal per proposing firm will be accepted.

6.10 Proposer Costs: Any costs that may be incurred to prepare responses, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and / or contract negotiations, if applicable, shall be the sole responsibility of the Proposer.

6.11 Confidential or Proprietary Markings: Any portion of the Proposal that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposing Firm, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the Board with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

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, Proposer shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and so shall certify to the Board with its Proposal.

7 PROPOSAL FORMAT REQUIREMENTS

7.1 Overview

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

7.2 Proposal Organization

7.2.1 Each copy of the Proposal shall be submitted in a 3-ring binder.

7.2.2 Proposal text shall be typed in font no smaller than 10 point, on 8.5-inch by 11-inch paper, with one inch margins. Proposals may be either single-sided or double-sided pages and single-spaced for the entire submitted proposal document.
7.2.3 All Proposal sections shall be divided by the use of numeric index tabs. All pages within these sections shall be uniquely numbered for purposes of easy reference.

7.2.4 Proposals shall be assembled in accordance with the following format.

7.2.4.1 **Cover Letter (2) Page Limit**

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

7.2.4.2 **Table of Contents**

Include references to sections and page numbers

7.2.4.3 **Disclosure Statements**

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

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

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

7.2.4.4 **Addenda**

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

7.2.4.5 **Tab 1 – Brief Executive Overview (5 Page Limit)**

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

7.2.4.5.2 Overall summary regarding plans to meet Board requirements.

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

7.2.4.5.4 Proposers shall complete the forms titled “Organizational Summary Information”, “Business Disclosure”, and “Proposal Endorsement” included in this Solicitation. (Forms are available in “Proposal Response Forms” section)
7.2.4.6  **Tab 2 - Statement of Work (25 Page Limit)**

7.2.4.6.1 Identify all major project tasks and milestones for the Work to be performed.

7.2.4.6.2 If appropriate, identify all major project tasks and milestones to be performed by subcontractors; group all project tasks by the associated subcontractor.

7.2.4.6.3 Describe how the Proposer plans to successfully accomplish the Scope of Work / Specifications objectives.

7.2.4.6.4 List all human resources contributing to the Scope of Work / Specifications and their respective major area of responsibility in this project as well as the percentage of time to be spent on this project. Include the resumes (biographical information) at the end of this section for all proposed program personnel. Resumes are limited to one page per person and they not count against this tabbed section's page limit.

7.2.4.6.5 Provide a proposed project organizational chart, identifying reporting structure and areas of responsibility.

7.2.4.6.6 Please discuss your methodology and approach to this project, to include:

   7.2.4.6.6.1 Project tasks
   7.2.4.6.6.2 Project deliverables, to include the minimum elements listed above
   7.2.4.6.6.3 Information sources to be tapped, including use of existing or creation of new databases
   7.2.4.6.6.4 Project timelines (see item 13 below in this section)
   7.2.4.6.6.5 Project management and responsibilities
   7.2.4.6.6.6 Resources to be provided
   7.2.4.6.6.7 Resources required from the DFW Airport
   7.2.4.6.6.8 Proposer to provide a sample of their most recent study
   7.2.4.6.6.9 Other required or recommended elements

7.2.4.6.7 Have you ever produced a disparity study that showed no disparity and if so, why was this result produced?

7.2.4.6.8 Have you ever produced a disparity study that showed race and gender disparity and a race and gender conscious program was not recommended. If so, why was this result produced?

7.2.4.6.9 Please discuss the team that you will use to conduct this study. How do you put a team together? What are the strengths of each of your team members? Please provide resumes.

7.2.4.6.10 Have you ever been required to defend a disparity study that you have produced or a study prepared by another consultant? If so, please discuss the issues, your defense and the outcome.

7.2.4.6.11 The DFW Airport currently uses a B2GNow software program and database to register AC/D/M/WBE vendors and to store data and create reports. Please discuss your familiarity with B2GNow or with any other databases.

7.2.4.6.12 Please discuss your experience in helping governmental organizations to draft ordinances/laws/policies and procedures dealing with disparity

7.2.4.6.13 Please discuss the quality control procedures that will be incorporated into your study to ensure a successful project. How will the DFW Airport be able to review your work as it progresses? Please discuss any requested “course corrections” made by clients in past projects. What were the issues and what modifications to your original work plan were made?

7.2.4.6.14 Proposers will describe all methods to collect, review, and analyze relevant contracts and/or procurements awarded by DFW Airport departments, as designated by the DFW Airport. The
analysis will classify contracts and procurements according to major industry categories and, where appropriate, sub-groups within each major category. For construction contracts, potential sub-groups include all trades and specialties for which contractor licenses are issued in the relevant market area and manufacturers/suppliers of materials used on construction contracts. For construction related professional services, potential sub-groups include architectural and engineering services, environmental studies, and related technical services. For DFW Concessions, potential subgroups include retail and food services.

7.2.4.6.16 Proposers will include detailed narratives to fully describe all methods proposed to undertake and complete the disparity study, consistent with the objectives and requirements contained in Section 3 including but not limited to:

7.2.4.6.17 Analysis of applicable legal principles, case law, and statutory authority concerning efforts to identify and remedy the effects of any past or present racial or gender based discrimination either by the DFW Airport or by private contractors with whom the DFW Airport does business;

7.2.4.6.17.1 Availability and Capability Analysis;
7.2.4.6.17.2 Relevant Market Area Analysis;
7.2.4.6.17.3 Disparity Analysis;
7.2.4.6.17.4 Qualitative Evidence of Discrimination Analysis;
7.2.4.6.17.5 Goal Setting Analysis;
7.2.4.6.17.6 Race and Gender Neutral Alternatives Analysis;
7.2.4.6.17.7 Narrow Tailoring Analysis
7.2.4.6.17.8 All data, research, surveys, focus groups and all other work to produce the study will become ownership of the Airport.

7.2.4.6.18 Proposers will also identify methods to address the following:

7.2.4.6.18.1 Review the DFW Airport’s existing and proposed Procurement/Contracting Policies and Procedures related to AC/D/M/WBE utilization and provide recommendations for changes/revisions designed to improve the effectiveness of the AC/D/M/WBE programs and increase legal compliance;

7.2.4.6.18.2 Provide detailed recommendations to improve the DFW Airport’s efforts to comply with legal requirements concerning the AC/D/M/WBE programs including but not limited to annual and specific project goal setting, certification process, and other regulatory compliance issues;

7.2.4.6.18.3 Proposers will identify whether key personnel involved with the Disparity Study project will be available, within the Consultant’s proposed fees, for consultation and expert witness services to the DFW Airport in the event of a legal challenge.

7.2.4.6.19 Timeline Table: Provide a timeline table similar to the one below, in the task description column indicate each material task, to the right of each task indicate the starting point, duration, and end by shading in the cell(s) within the multiple week timeline for the entire length of the project.

7.2.4.6.19.1 Timeline Table is an example and is in general format to Identify tasks. Proposing Contractors are responsible for actual proposal task description content and developing and providing a project timeline. In addition, your timeline tasks will be used in determining milestone payments.
### Disparity Study Project Delivery Schedule

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### Tab 3 - Management (20 Page Limit)

7.1.4.7.1 Identify inherent Scope of Work / Specifications challenges and the overall plan for meeting project management challenges and requirements.

7.1.4.7.2 Describe how the Proposer plans to manage this Scope of Work / Specifications and identify the individual who will function as the project manager, including name, home base and brief overview of their qualifications. Include, at the end of this section, the proposed project manager’s resume.

7.1.4.7.3 Provide a plan ensuring quality of the Work (quality control plan). Provide performance guarantees, if any, and how they would apply and be measurable.

7.1.4.7.4 Submit proposer’s qualifications with documented experience and success in working with government agencies in conducting a Disparity Study. Include an overview of your company and how long your company has been in business and how many disparity studies you have
performed. Provide a list of all disparity studies your firm has conducted with government and airport agencies.

7.1.4.7.5 Describe your experience with Diversity Program case law and familiarity with agencies subject to the Ninth Circuit court of Appeals.

7.1.4.7.6 Describe your firm’s experience with racial discrimination analysis, statistical analysis, government procurements, and current trends in minority-owned and women-owned business development programs.

7.1.4.7.7 Describe the research approach your firm will take to conduct the disparity study. Describe your framework for the collection and analysis of the quantitative and qualitative data for the study.

7.1.4.7.8 Describe in detail the tasks your firm will perform to complete the disparity study.

7.1.4.7.9 Identify how you plan to communicate with DFW and provide milestone updates throughout the project.

7.1.4.7.10 Describe innovative approaches or recommendations your firm has made in similar projects and how they improved outcomes.

7.1.4.7.11 If applicable, state where and how the proposal deviates from the general requirements of the RFP. All proposed deviations must include a) written rationale for each proposed deviation, and b) express proposed revised language. Proposed deviations without inclusion of a) and b) above will not be considered.

7.1.4.8 Tab 4 - List of Exceptions / Substitutions / Clarifications / Additions

7.1.4.8.1 Although the Scope of Work included Project Requirements of the solicitation represents the Board’s anticipated needs, there may be instances in which it is in the Board’s best interest to permit exceptions to requirements and accept proposed alternatives.

7.1.4.8.2 It is extremely important for the Proposer to make clear where exceptions, clarifications substitutions and/or additions to the Scope of Work, Special Provisions and General Terms and Conditions are taken and how substitutions shall be provided. The Board does not recognize strikeouts, deletions, or changes to Solicitation documents. Therefore, exceptions, conditions, clarifications and/or substitutions to the provisions of the Board’s requirements must be clearly identified along with the proposed addition or modification. If the Proposer does not make it clear that an addition, exception or clarification is taken, the Board shall assume the Proposer is responding to and shall meet the Board’s stated requirements.

7.1.4.8.3 Identify each exception, clarification, substitution and/or addition by specifically referencing the page number, section number, subsection number, item number or letter, and, if necessary, paragraph, or line number.

7.1.4.8.4 Identify each item clearly as an addition, exception, clarification or substitution. It is not necessary to include the entire text of a particular section or subsection. However, for ease of reference, Proposers may use portions of the solicitation’s text, if helpful in explanation.

7.1.4.8.5 For substitutions/clarifications, provide an explanation of the difference between what the solicitation requests and what is proposed. The Board is open to other means of accomplishing the requested Work. Proposers must explain why they believe their method of accomplishing the Work is equal to or better than that specified by the Board.

7.1.4.8.6 For any addition(s) proposed or exception(s) taken, provide a rationale in as much detail as possible.

7.1.4.8.7 Begin responses to the major sections of the solicitation on a new page.
7.1.4.8.8 The Board shall consider the number and substance of alterations to the Board’s stated requirements as a factor in determining the most advantageous response.

7.1.4.9 Tab 5 - Reference List / Experience (Limit one page per reference)

7.1.4.9.1 FOR THE PRIME CONTRACTOR - Provide a list of five (5) different and most recent entities for which Work has been completed. The reference list should include public entities for which Work of similar scope and complexity has been completed by the Proposer. Include the following information:

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

7.1.4.9.2 Provide the following information for at least two (2) completed projects:

- Original Contract Price Versus Final Contract Price
- Original Contract Implementation Date Versus Actual Implementation Date
- Critical Steps Summary
- Project Plans Summary
- Total Resources Allocated
- Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any prime or sub consultant team members who worked on the referenced project that also worked on the completed project.

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

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

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

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

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

7.1.4.10 Envelope 1 - Small Business Enterprise (SBE) Participation Must respond even if SBE goal is zero percent. Section worth up to 20 points.

7.1.4.10.1 Affirmative Action Plan – Respondent’s Affirmative Action Plan and/or policy statement, including goals with respect to hiring staff for the Agreement and any Delivery Orders that may be issued under it. Such plan must include, but not be limited to: goals for women and minorities for management and non-management positions.

7.1.4.10.2 Description of Commitment – How will the Respondent manage expectations and commitment to firms that have been identified in the Schedule of Subcontractors and that will be utilized to fulfill Respondent’s D/S/M/WBE requirements? In addition, explain the selection of Respondent’s team composition, including diversity within the team and any opportunities given to team members that may be new to Respondent’s team and why they were selected.

7.1.4.10.3 Provide a narrative description of the Provider’s experience in promoting small business participation as partners, subcontractors, or suppliers on previous projects. Describe any innovative or successful measures that the Provider has undertaken to increase small business participation on projects.

7.1.4.10.4 Describe any efforts your firm has undertaken to support the development of small business programs. Include any non-profits or community based organizations your firm has worked with. Include any Texas organizations if possible.

7.1.4.10.5 Submit a work plan that describes portions of the work the Provider will subcontract, and identify work items that could be performed by small businesses. Describe the actions and strategies the Provider will take to increase small business participation in this work. Include names of small businesses that will be subcontractors on this project and identify/describe what work scopes the named small business subcontractors will perform.

7.1.4.10.6 Include the following completed forms as a part of this section. (Forms are available in “Proposal Response Forms” section):

- Work Force Composition Form
- Commitment to SBE Participation Form*
- Schedule of Subcontractors*
- Intent to Perform Contract as a Subcontractor*
- Good Faith Effort (GFE) Criteria & Support Documentation*
- SBE Certificates for prime and/or subcontractors. Small Business Enterprise (SBE) certificates must be from an approved certification agency. Other certifications, such as Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Historically Underutilized Business (HUB) certifications are not acceptable. The proposed SBE firm(s) is also required to have a place of business in the Airport’s market area at the time of bid/proposal submission.

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

7.1.4.11 Envelope 2 – Pricing (Do not include this information in any proposal copies or thumb drives if applicable)

Provide one copy of the proposed pricing in a sealed envelope entitled “Pricing” only one envelope is required. Proposal pricing shall be assembled and presented in accordance with the format and instructions of this solicitation. Also include the following forms if included in the solicitation:

- Cooperative Purchasing Provisions
8 SUBMITTAL OF PROPOSALS

8.1 The Board will accept Proposals no later than the Deadline for Proposal Submittal in hard copy form. The Board will not consider late proposals. All Proposals submitted in response to this RFP shall become the property of the Board and will not be returned to the Proposer.

8.2 Hard Copy Proposals must be signed, sealed in an opaque envelope or container, and delivered to the Board’s Procurement and Material Management (PMM) Offices. Unsigned, unsealed or late Proposals will not be considered. The Proposer must submit one original and 6 exact copies of each proposal. The Proposal submittal must be clearly marked with the Solicitation Number, Proposal Due Date and Time and addressed to the attention of the PMM Department.

8.3 Proposer must provide all information requested in this Solicitation for a Proposal to be considered responsive.

8.4 All Proposers must organize their response in accordance with the instructions in the Proposal Format Requirements Section of this Solicitation.

8.5 The Solicitation is structured to elicit substantive responses to each question or statement of requirement. Responses such as “Comply” or “Acknowledge” with no explanation are strongly discouraged. Use of such terms will be taken to mean the Proposer agrees to fully comply with the section in the way intended by the Board.

8.6 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.

9 PROPOSAL RECEIPT / EVALUATION OF PROPOSALS

9.1 Responses to this Solicitation (Proposals) become the exclusive property of the Board. Proposals will be opened by the Board so as to avoid disclosure of contents to competing Proposers and kept secret during the process of negotiation. Proposals will not be publicly read. After Contract award, all proposals submitted become a matter of public record and, upon request, shall be open for public inspection, with the exception of those portions of each proposal that are defined by the Proposer as business or trade secrets and are clearly marked as “Trade Secret,” “Confidential” or “Proprietary.”

9.2 After Proposals are opened, they will be evaluated on the basis given in the specifications/Scope of Work and as described in the “Evaluation Criteria” Section of this RFP. Until final award of a contract, the Board reserves the right to reject any or all Proposals, to waive technicalities, or to proceed with a Contract for the services otherwise as deemed in the Board’s best interest.

9.3 The Board reserves the right to require additional information from any or all Proposers and to conduct necessary investigations to determine (a) if the product and/or service offered meets the Board’s requirements, (b) the quality and reliability of the Proposer’s performance, and/or (c) to determine the accuracy of the Proposal information. As part of said investigations, the Board may interview and/or visit companies or public entities listed as references.

9.4 The Board reserves the right to select any/all options that is/are determined to be in its best interests and at the sole discretion of the Board.

10 PROPOSAL AWARD

10.1 If a Contract is awarded as a result of this Solicitation, it will be made by the Board to the Proposer whose Proposal is determined to be the most advantageous to the Board, taking into consideration the relative importance of price and other evaluation factors, as identified in the Evaluation Criteria Section of this Solicitation.
10.2 Proposals shall remain valid during the evaluation process time period including award of the Contract. Typically this time period is a minimum of 120 days however it can run longer than that period.

10.3 The Board reserves the right to make multiple awards if deemed in its best interest to do so.

11 CONTRACT WITH THE BOARD

11.1 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.

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

11.2 Proposer is required to review all the terms, conditions and contract provisions contained in this Solicitation to ensure it can comply with and concurs with all requirements.

11.3 Proposer is required to review any insurance requirements that may be required in the Special Provisions to ensure it has adequate insurance or it will obtain the required insurance if awarded a Contract. Proof of insurance must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.

11.4 Proposer is required to review the payment terms and is advised that, unless other terms are requested and accepted, payment shall be made in accordance with the Texas Prompt Payment Act, including the provision that payment be made within 30 days after receipt of a valid invoice or receipt of products / services in accordance with the specifications, whichever is later.

11.5 Limited Notice to Proceed Procedure. The Board reserves the right to issue a Limited Notice to Proceed (LNTP) prior to contract execution for the purpose of the contract awardee to begin the specified work. The purpose of the LNTP is to engage the work to meet Board deadlines 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).

11.6 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.

12 DETERMINATION OF NON-RESPONSIBLE PROPOSER

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

12.1 Reason for believing collusion exists among the Proposers.
12.2 Where the Proposer, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Board, or with either the cities of Dallas or Fort Worth, or where such litigation is contemplated or imminent, in the sole opinion of the Board.

12.3 The Proposer being in arrears on any existing Contract or having defaulted on a previous Contract.

12.4 Where the Proposer, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.

12.5 Where a Proposer or subcontractor thereof has failed to disclose a potential conflict of interest or discovered to have a conflict of interest in accordance the Board’s Code of Business Ethics.

12.6 Where a Proposer, its subcontractor, or individual officer/principal of the Proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.

13 DETERMINATION OF NON-RESPONSIVE PROPOSAL

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

13.1 Proposal received after the time limit for receiving Proposals.

13.2 Proposal was not signed.

13.3 Improper or insufficient Proposal guaranty, if required.

14 REJECTION OF PROPOSALS

14.1 The Board will automatically reject any Proposal that is submitted after the Deadline for Proposal Submittal, and return it unopened.

14.2 Until a Contract is executed, the Board reserves the right to reject any or all Proposals, to waive technicalities, to re-advertise, to decline to proceed or to otherwise proceed with procurement of goods and services herein defined by other method(s) allowed by law and in the best interests of the Board.

15 WITHDRAWING PROPOSALS

15.1 Proposer, by submitting a proposal, warrants and guarantees that the proposal has been carefully reviewed and checked and that it is in all things true, accurate and free of mistakes. However, Proposers have a common law right to withdraw a proposal due to material mistake in the proposal.

15.2 Proposer must submit a request to withdraw a proposal in writing to the Vice President of Procurement and Materials Management. The written request to withdraw a proposal must state the reason for withdrawal request and, if the request is made after deadline for proposal submittal, the details of the material mistake must be included in the request. A proposal for which withdrawal is properly requested prior to deadline for submittal will be returned to the Proposer unopened.

15.3 If the Bidder elects to withdraw its proposal 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. 8005155  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. Include the following completed SBE forms:

  ☐ Evaluation Criteria
  ☐ Work Force Composition Form
  ☐ Commitment to SBE Participation Form*
  ☐ Schedule of Subcontractors*
  ☐ Intent to Perform Contract as a DMWBE Subcontractor Form*
  ☐ Good Faith Effort (GFE) Criteria & Support Documentation* (Applicable if SBE goal is not achieved. Reference SBE Provisions Section for details).
  ☐ SBE Certificates for prime and/or subcontractors. SBE certificates must be from an approved certification agency. SBE firms must also have a place of business in the Airport's market area at the time of bid/proposal submission to be credited towards the SBE goal.

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 PROPOSAL INSTRUCTIONS AND REQUIREMENTS
1 The evaluation criteria or elements listed below will be used to determine which proposal response is most advantageous to the Board. Said determination will be made in the Board’s best interest, and shall therefore be considered final. Responses received to this solicitation will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. The response to the requirements of the solicitation and Scope of Work as well as the proposed prices will be used in the Board’s evaluation. The Board’s evaluation team may consider feedback from references and/or the Board’s direct experience with a proposing firm or a proposed sub consultant as part of their evaluation process and consideration for scoring proposals. The Board’s evaluation team reserves the right to shortlist firms based upon scores/ratings received during the evaluation process. Scoring of Diversity & Inclusion Initiatives criteria below may be the exclusive responsibility of the Board’s Business Diversity and Development Department’s committee representative or, if the committee desires, be scored by the full voting committee members. Scoring of Pricing criteria below is the exclusive responsibility of the Board’s Procurement and Materials Management Department’s committee representative. Generally, all of the available points are awarded to the “acceptable” proposal offering the lowest price. A percentage of the available points are then assigned to other acceptable proposing firms, based on the percentage of difference between their pricing and that offered by the lowest priced proposing firm. Note that a proposing firm who is otherwise acceptable and proposes a price greater than double that of the lowest priced proposing firm with an acceptable proposal would receive zero points in this “Price” category.

2 Discussions may be conducted with finalist firms as determined by the evaluation team. Proposers shall be treated fairly and equally with respect to any opportunity for discussions and revisions of Proposals. Inasmuch as the Board may not request best and final offers, Proposers are strongly urged to provide competitive pricing since revisions may not be permitted after submissions and before the award of the Contract.

3 The evaluation criteria are listed below in the order of their relative importance:

3.1 Technical/Compliance with the Scope of Work/Services (40 Points). This category will be evaluated based on:

- Overall understanding of the Board’s requirements provided in the Scope of Work/Services
- Compliance with and overall approach to Statement of Work tasks
- Detailed approach to meeting task requirements
- Background and experience of proposed Contractor and team member personnel, including proposed subcontractor personnel; rationale for selection of team members and their assigned roles

3.2 Management (25 Points). This category will be evaluated based on:

- Experience of the individual selected a primary manager of the contracted work; rationale for his/her selection
- Plans for managing the project, including subcontractors, and plans for meeting work project reporting requirements
- Quality control plan and methodology to ensure compliance with, and achievement of, scope of work/services tasks
- Plan for providing quality customer service/support

3.3 Diversity & Inclusion Initiatives (20 Points). This category will be evaluated based on an interview process:

Initial proposal will be evaluated based on:

- Affirmative Action Plan – Respondent’s Affirmative Action Plan and/or policy statement, including goals with respect to hiring staff for the Agreement and any Delivery Orders that may be issued under it. Such plan must include, but not be limited to: goals for women and minorities for management and non-management positions.
• **Description of Commitment** – How will the Respondent manage expectations and commitment to firms that have been identified in the Schedule of Subcontractors and that will be utilized to fulfill Respondent’s D/S/M/WBE requirements? In addition, explain the selection of Respondent’s team composition, including diversity within the team and any opportunities given to team members that may be new to Respondent’s team and why they were selected.

• **Provide a narrative description of the Provider’s experience in promoting small business participation as partners, subcontractors, or suppliers on previous projects. Describe any innovative or successful measures that the Provider has undertaken to increase small business participation on projects.**

• **Describe any efforts your firm has undertaken to support the development of small business programs. Include any non-profits or community based organizations your firm has worked with. Include any Texas organizations if possible.**

• **Submit a work plan that describes portions of the work the Provider will subcontract, and identify work items that could be performed by small businesses. Describe the actions and strategies the Provider will take to increase small business participation in this work. Include names of small businesses that will be subcontractors on this project and identify/describe what work scopes the named small business subcontractors will perform.**

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

Please refer to the Board’s SBE Policy Section in the Special Provisions for details about the policy and the Board’s SBE participation goal for this Contract.

**Required Forms** (Submission of all forms is required for evaluation but will not count towards the 20 point allocation).

**Work Force Composition**: Present statistics on company-wide work force composition (company or business structure applicable to project) by gender and race/ethnic make-up.

**Commitment to SBE Participation Form**: Detail Prime’s commitment to meeting the SBE goal.

**Schedule of Subcontractors**: List all subcontractors the Prime intends to use in performing the work of the contract, including non-SBEs and detail percentage and dollar commitment for each.

**Intent to Perform Contract as a Subcontractor**: Representation by Prime to enter into a subcontract with identified SBE firm(s) if awarded the contract.

**Good Faith Effort (GFE) Criteria & Support Documentation**: If the Prime fails to meet the SBE goal, this documentation must be submitted at the time of bid/proposal submission.

**SBE Certificates for Prime and/or Subcontractors.** Small Business Enterprise (SBE) certificates must be from an approved certification agency. Other certifications, such as Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Historically Underutilized Business (HUB) certifications are not acceptable. The proposed SBE firm(s) is also required to have a place of business in the Airport’s market area at the time of bid/proposal submission.

3.4 **Price (15 Points).** The Price will be evaluated based on the proposed cost of performing work as provided in the pricing proposal of each proposing firm.

END OF EVALUATION CRITERIA
SCOPE OF WORK/SERVICES

1 Introduction

The DFW International Airport is seeking a qualified consultant/firm to prepare and deliver a comprehensive Disparity Study related to the availability and utilization of Minority/ Women/ Disadvantaged Business Enterprises in Contracting and Concession Contracting.

2 Background

2.1 Starting approximately September 2012, the DFW Airport, acting by and through the Business Diversity and Development (BDDD), has administered a MBE and M/WBE program. This is a program of nondiscrimination in DFW Airport contracts for construction, reconstruction, and remodeling, and professional design and construction services. It is designed to prevent discrimination and its effects against business enterprises, which have been certified as minority business enterprises ("MBEs") and/or woman business enterprises ("WBEs"). This program applies in the areas of construction, reconstruction and remodeling, and professional design and construction services and pursuant to Policy and Procedures of DFW Airport's Business Diversity and Development Department. A disparity study for this program was conducted in September 2007 and a supplemental report in August 2010. The findings of this study were used to narrowly tailor the DFW Airport’s MBE and M/WBE nondiscrimination program towards meeting the legal requirements established by relevant decisions of the United States Supreme Court, Circuit Court of Appeals, and District Courts.

2.2 The DFW Airport also administers a Disadvantaged Business Enterprise ("DBE") Program for the award of construction and construction related professional services contracts funded by the United States Department of Transportation (USDOT), pursuant to 49 CFR Part 26, and Airport Concessions Disadvantaged Business Enterprise Program (ACDBE) leases/contracts, etc., pursuant to 49 CFR Part 23.

3 Services and Deliverables

3.1 General Requirements: The Availability and Disparity Study (the “Study”) will analyze the following four categories of contracting opportunities in order to identify with particularity the existence of any past or present public or private discrimination in the appropriate local market area:

3.1.1 The award and/or procurement of Construction and Construction-related Professional Services contracts funded by the DFW Airport and awarded by the DFW Infrastructure and Development, Procurement; and Revenue Management and other DFW Airport user departments under the MBE and M/WBE Program.

3.1.2 The award and/or procurement of Construction and Construction-related Professional Services contracts funded by the USDOT pursuant to 49 CFR Part 26 under the federal DBE Program

3.1.3 The award and/or procurement of concession related goods and services contracts funded by the USDOT pursuant to 49 CFR Part 23 under the federal ACDBE program.

3.1.4 The procurement of services by the DFW Airport’s Department of Procurement Management and Materials Department.

3.2 Additional Information

3.2.1 The Study will contain, for each contracting area, all necessary findings of fact and legally defensible methodologies sufficient to withstand legal challenge in accordance with published case law and applicable statutory framework.
addition, with respect to the federal DBE and ACDBE programs, the Final Availability and Disparity Study will be sufficient for the DFW Airport to comply with any requirements of USDOT concerning the receipt of federal funds pursuant to 49 CFR Part 23 and Part 26.

3.2.2 Accurate dollar figures, the number of vendors involved by category and the total number of contracts involved for FY - 2012-2017 have not been established. It is expected that this analysis and compilation would be part of the work product of this study. For information only, an earlier study using information from the DFW Airport’s database produced the following information for the period of October 1, 2002 – September 30, 2007 for procurement:

### 3.2.2.1 Total Prime Contracts and Dollars Expended: October 1, 2002 to September 30, 2007

<table>
<thead>
<tr>
<th>Industry</th>
<th>Total Number of Contracts</th>
<th>Total Dollars expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
<td>174</td>
<td>$25,638,325</td>
</tr>
<tr>
<td>Non-Professional Services</td>
<td>735</td>
<td>$434,413,844</td>
</tr>
<tr>
<td>Goods</td>
<td>3,788</td>
<td>$73,888,646</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>4,697</td>
<td>$539,940,815</td>
</tr>
</tbody>
</table>

### 3.2.2.2 Total Sub Contracts and Dollars Expended: October 1, 2002 to September 30, 2007

<table>
<thead>
<tr>
<th>Industry</th>
<th>Total Number of Contracts</th>
<th>Total Dollars expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
<td>31</td>
<td>$1,717,176</td>
</tr>
<tr>
<td>Non-Professional Services</td>
<td>389</td>
<td>$140,254,311</td>
</tr>
<tr>
<td>Goods</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>420</td>
<td>$141,971,487</td>
</tr>
</tbody>
</table>

3.2.3 For information only, an earlier study using information from the DFW Airport’s database produced the following information for the period of January 2000 – December 2004 (millions) for construction and construction related contracts:

### 3.2.3.1 Total Prime Contracts and Dollars Expended: October 1, 2002 to September 30, 2007

<table>
<thead>
<tr>
<th>Industry</th>
<th>Total Number of Contracts</th>
<th>Total Dollars expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>118</td>
<td>$392,436,277</td>
</tr>
<tr>
<td>Architectural and Engineering</td>
<td>41</td>
<td>$69,427,262</td>
</tr>
<tr>
<td>Total Expenditures</td>
<td>159</td>
<td>$461,863,539</td>
</tr>
</tbody>
</table>

### 3.2.3.2 Total Sub Contracts and Dollars Expended: October 1, 2002 to September 30, 2007

<table>
<thead>
<tr>
<th>Industry</th>
<th>Total Number of Contracts</th>
<th>Total Dollars expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction</td>
<td>720</td>
<td>$206,850,911</td>
</tr>
<tr>
<td>Architectural and</td>
<td>309</td>
<td>$39,109,383</td>
</tr>
</tbody>
</table>
Engineering

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Expenditures</td>
<td>1,029</td>
<td>$245,960,294</td>
</tr>
</tbody>
</table>

3.3  Project Requirements

3.3.1 The selected consultant/firm will be required to work closely with the DFW Airport’s Vice President of Business Diversity and Development. The consultant/firm must, at a minimum:

- 3.3.1.1 identify key managers/stakeholders
- 3.3.1.2 advise/assist in the creation of a task force,
- 3.3.1.3 determine data requirements,
- 3.3.1.4 schedule and facilitate required meetings,
- 3.3.1.5 review existing contracts and procurement methods,
- 3.3.1.6 create status reports as agreed upon/required,
- 3.3.1.7 upon agreement by the DFW Airport, identify, schedule, survey, and interview outside resources of anecdotal evidence, if required,
- 3.3.1.8 schedule and facilitate any public hearings recommended to gather information
- 3.3.1.9 At a minimum, the consultant shall participate in bi-monthly meetings with various Airport divisions and departments and provide status updates, progress reports, information/data needed to ensure smooth data collection and cohesive project coordination.

3.3.2 The DFW Airport intends to receive a completed study by no later than March 1, 2019. Proposers will provide a detailed description of the proposed timeline for completion of the project.

3.4 Data Review, Collection:

3.4.1 The study will consider 5 years (2012 – 2017) for each contracting area indicated in 3.2.2. through 3.2.3. A Data Review will include data sources for contracts with and without AC/D/M/WBE goals.

3.4.2 A sample of the data available from the DFW Airport’s database is attached and titled “Disparity Study Extract”. Please see Exhibit A attached.

3.5 Study Requirements:

3.5.1 The Study will determine whether there is a significant statistical disparity between the availability of qualified, willing and able minority, woman owned, and disadvantaged businesses (in each of the four contracting areas set forth in Section 3.1 above) and the utilization of such businesses by the DFW Airport or by the DFW Airport’s prime contractors categorized by major racial/ethnic and gender categories.

3.5.2 For the purpose of the requested study, minority owned businesses are those that are at least 51% owned and controlled by one or more citizens or lawful permanent residents of the United States who are either African American, Hispanic American, Asian American, or Native American. A woman owned business is one that is at least 51% owned and controlled by one or more citizens or lawful permanent residents of the United States who are non-minority females. A disadvantaged business, for purposes of this RFP, is defined by USDOT 49 CFR Part 26 or Part 23.

3.6 Analysis of AC/D/M/WBE Availability in the DFW’s Relevant Market Area:
3.6.1 For each of the contracting areas set forth in Section 3.2.2 above, the Study will determine the number of qualified, willing and able MBE, WBE, DBE and ACDBE businesses available to participate in the DFW Airport’s AC/D/M/WBE programs categorized by industry and by major racial/ethnic and gender categories for each contracting category.

3.6.2 The Study will determine the relevant local market area to establish an estimate of availability for MBEs, DBEs, WBEs, and ACDBEs each contracting area.

3.6.3 The Study will include an analysis of “capacity” as a component of being “able”. The analysis of availability will include a detailed and comprehensive definition of the Study’s measure of availability and will identify how such availability was calculated. Businesses that are ready, willing and able to perform business are those which are capable of providing the required work or goods, and available to perform when solicited.

3.6.4 Availability analysis will identify all methods to review available sources of data sufficient to establish an estimate of percentage availability of qualified MBE, WBE, DBE, and ACDBE businesses categorized by industry and major racial/ethnic and gender categories. Proposers will provide detailed narratives describing its data collection and review methods including a review of available directories of certified AC/D/M/WBE firms, bidders lists, if any, and other pertinent information, as appropriate, to determine availability of qualified AC/D/M/WBE businesses categorized by industry and by major racial/ethnic and gender categories.

3.6.5 The final Study will categorize availability statistical information and findings, for each of the four contracting areas set forth in Section set forth in Section 3.2.2 above, based on all DBEs as a group and by individual, all WBEs as a group and individual categories, and ACDBEs as a group and individual categories including the following: African American, Hispanic American, Asian American, or Native American, Women and White males (non AC/D/M/WBE).

3.6.6 The Availability Analysis will include a determination of the availability of ready, willing and able AC/D/M/WBE firms and the availability and capacity of such firms that would reasonably be expected to exist, absent any past discrimination (if found).

3.6.7 All Methodologies implemented in the Availability Analysis will be thoroughly researched, reviewed, and documented to withstanding legal challenge.

3.7 Disparity Analysis:

3.7.1 The successful proposer will determine whether a statistically significant disparity exists between the availability of ready, willing and able AC/D/M/WBE firms and the utilization of such firms in the DFW Airport’s respective contracting areas (whether as prime contractors, subcontractors or suppliers).

3.7.2 All study methodologies used to identify any disparity or disparities must be thoroughly researched, reviewed, and documented in order to withstand legal challenge. Analysis will use appropriate and relevant multivariate/regression analysis to determine the effect of any factors other than discrimination that may account for statistical disparities between availability and utilization.

3.7.3 The Disparity Analysis will include:

3.7.3.1 Analysis of Statistical Disparities, if any, in AC/D/M/WBE business formation and projected growth rates. This may include the number of paid minorities and women in relevant companies and their positions and
areas of expertise, impediments to the movement of minorities and women from craft and other positions into business ownership; and any barriers or problems related to the development and expansion of minority and woman owned businesses;

3.7.3.2 Analysis of Statistical Disparities, if any, concerning the access by AC/D/M/WBE firms to commercial capital, credit, bonding, and business, family, and social networks, as compared to non-AC/D/M/WBE firms while holding balance sheet and creditworthiness information constant.

3.7.3.3 Analysis of Statistical Disparities, if any, of the percentage of all prime contract and subcontract revenues earned by AC/D/M/WBE firms under contracts awarded by the DFW Airport or the local marketplace categorized by industry and by major racial/ethnic and gender categories for each contracting category. This analysis may include disparity analysis of revenues per employee;

3.7.3.4 A statistical comparison of public sector utilization (non-DFW Airport) to availability categorized by industry and by major racial/ethnic and gender categories to determine any public sector disparity ratios in the relevant market area;

3.7.3.5 A statistical comparison of private sector utilization to availability categorized by industry and by major racial/ethnic and gender categories to determine any private sector disparity ratios in the relevant market area;

3.7.3.6 A detailed analysis of the effects, if any, of over-concentration of AC/D/M/WBE firms and non AC/D/M/WBE firms in specific work categories or subcategories. This may include analysis of whether firm size and experience have any effect on reported disparities;

3.7.3.7 An analysis of whether the DFW Airport is a passive participant in racial, ethnic or gender discrimination- the selected proposer must investigate, describe, and evaluate practices that may indicate discrimination in the relevant market places that are the subjects of the Disparity Study. In addition, the study will identify any links of the DFW Airport’s expenditure of public finds to any discrimination occurring in, by or through the appropriate marketplace;

3.7.3.8 Analysis that controls for the estimated past impacts of the implementation of AC/D/M/WBE programs on any overutilization or any underutilization.

3.8 Additional Areas of Analysis

3.8.1 An analysis of discriminatory patterns and practices, if any, of local trade associations, unions, suppliers, lending institutions and contractors that might act to impede the success of AC/D/M/WBE firms. For example, these activities might include such practices as bid shopping, bid manipulation, price discrimination by suppliers and discrimination in payments, bonding requirements, lending practices, capital requirements, complicated bidding processes and commercial leasing;

3.8.2 A detailed description of any patterns of discrimination that adversely or disproportionately affect the number of willing and capable AC/D/M/WBE firms. The selected proposer shall specify the methodology to be used in accomplishing the above tasks, taking care to assure that any allegations of discrimination noted in the Final Report are focused, identified, and documented;
3.8.3 A qualitative narrative of evidence from AC/D/M/WBE firms and non-AC/D/M/WBE firms concerning experiences doing business or attempting to do business in the relevant marketplace, including experiences of institutionalized discrimination or individual instances of disparate treatment, gathered through surveys, personal interviews, focus groups, public hearings, or other information gathering techniques to memorialize “anecdotal evidence”. Proposers will identify methods to memorialize anecdotal evidence including but not limited to recording any beliefs that reported incidents of discrimination were motivated by race or gender bias and any beliefs that majority owned firms were not subjected to the same behavior;

3.8.4 A detailed qualitative and/or quantitative analysis of the effectiveness of both race and gender conscious and race-neutral/gender neutral measures to address any over-utilization or underutilization of MBEs, WBEs, DBEs, and ACDBEs in the DFW Airport’s public contracting processes;

3.8.5 A detailed description of methods to ensure that any proposed AC/D/M/WBE program will be capable of withstanding legal challenge under federal equal protection analysis for MBEs, WBEs, DBEs, and ACDBEs doing business in each contracting area.

3.9 Program Recommendations: The successful proposer shall be required to:

3.9.1 Review the DFW Airport’s existing and proposed Procurement/Contracting Policies and Procedures related to AC/D/M/WBE utilization and provide recommendations for changes/revisions designed to improve the effectiveness and narrow tailoring of the AC/D/M/WBE programs and to increase legal compliance;

3.9.2 Provide detailed recommendations to improve the DFW Airport’s efforts to comply with legal requirements concerning the AC/D/M/WBE programs including but not limited to annual and specific project goal setting processes, certification process, and other regulatory compliance issues.

3.10 Final Report:

3.10.1 The complete and final Disparity Study Report shall contain recommendations on how often a study should be conducted in order to maintain the validity and integrity of the program and also recommend efforts the DFW Airport can complete (data collection, etc.), towards reduction of future study costs (i.e. how to best implement an effective bidders list, etc.).

3.10.2 The Final Study Report shall include the following minimum elements:

3.10.2.1 Name and signature of the person(s) responsible for the preparation of the analyses and the report including a description of their credentials supporting their expertise and qualifications to conduct the Disparity Analysis;

3.10.2.2 Executive Summary of findings and conclusions;

3.10.2.3 Definition section, including a definition of all racial and ethnic groups considered in the report;

3.10.2.4 Background Section: Detailed descriptions of all-pertinent methodology, results, discussions, conclusions, and recommendations;
3.10.2.5 Legal Analysis Section: Description of the legal framework for the analysis to include specific note of any relevant federal and State of Colorado matters and court decisions;

3.10.2.6 Assumptions Section: Discussion of all assumptions that influenced the analysis. Discussion must include:

3.10.2.6.1 any approach(es) utilized and support for such approach(es);

3.10.2.6.2 the market area and regional breakdown and reasoning utilized for such breakdown;

3.10.2.6.3 any contracts or information included or not included in the Availability Analysis and the reason(s) for their inclusion or exclusion;

3.10.2.6.4 limitation(s) on the use of any data/proxies;

3.10.2.6.5 how each relevant term – qualified, willing and capable – should be measured; a calculation of the projected growth of AC/D/M/WBE firms over the next five (5) years in the relevant market areas consistent with the overall general business growth in the study area, particularly, as it relates to the DFW Airport's construction and construction related industry categories and for Airport Concessions.

3.11 Presentation of Final Report:

3.11.1 To be presented in hard copy, electronic copy and power point.

3.11.2 Present the results of the Final Study Report to the Executive Vice President of Administration and Diversity and the Vice President of Business Diversity and Development.

3.11.3 Present the results of the Final Study Report to the DFW Board of Directors at the Board and Community Meetings as requested.

3.11.4 Present the results of the Final Study Report to Community Stakeholders.

3.11.5 Present the results of the Final Study Report to Legal Staff.

3.11.6 Participate in any required Public Hearing(s) with the DFW Airport.
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 two-year period commencing as of the date specified in the Notice to Proceed letter, to be issued by the Board’s Vice President of Procurement and Materials Management Department, unless extended to complete the work of the project.

3 INSURANCE PROVISIONS

3.1 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.

3.2 GENERAL REQUIREMENTS

3.2.1 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.

3.2.2 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.

3.2.3 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”

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

3.2.5 If any policy is in excess of self-insured retention (SIR), the amount of such SIR must be clearly identified. We reserve the right to reject any SIR exceeding $100,000.

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

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

3.2.8 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.

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

3.2.10 All required liability policies must contain a “severability of interests” provision.

3.3 REQUIRED COVERAGE AND LIMITS

3.3.1 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

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

3.3.1.2 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.

3.3.1.3 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.

3.3.1.4 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”).

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

3.3.2 Business Automobile Liability
Combined Single Limit for Each Accident……………………………………… $500,000

3.3.2.1 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.

3.3.2.2 Auto pollution liability coverage is required on vehicles hauling hazardous cargo.

3.3.2.3 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.

3.3.3 ADDITIONAL COVERAGE AND LIMITS THAT MAY BE REQUIRED as needed for specific contracts. Note that additional limits may be required if warranted by exposure.

3.3.3.1 Professional Liability Insurance (if providing a service) ............................................. $1,000,000

3.3.3.2 Your policy must cover the type of professional service you will provide in fulfilling your contract with the Board.

3.3.3.3 If the Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor’s first professional service to the Board.

3.4 ADDITIONAL REQUIREMENTS

3.4.1 Should this Contract require the use of Subcontractors, it will be the sole responsibility of the General Contractor to either endeavor to require Subcontractors to provide and maintain the insurance limits and coverages required herein or provide said insurance coverage for the subcontractor by designating the Subcontractor as an additional insured either by a blanket additional insured endorsement, or by specific endorsement.

3.4.1.1 The General Contractor shall verify that such Subcontractors are in compliance with all contractual insurance requirements.

3.4.1.2 The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.
3.4.1.3 Access to the Air Operations Area will not be granted without verification of insurance coverage as required.

3.5 CERTIFICATION OF INSURANCE

3.5.1 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 dfwoi@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.

3.5.2 Fax or e-mail insurance certificates to the following:

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

3.5.3 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.

3.5.4 You shall provide 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.

3.5.5 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.

3.5.6 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.

3.5.7 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.

4 SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS

Notification is hereby given that a SBE contract specific goal of THIRTY PERCENT (30%) has been established for this Contract. The Contractor/Vendor has committed to (TBD) percent (TBD%) SBE participation of the total dollar value of this Contract including any change orders and/or modifications throughout the term of this contract/agreement. The commitment is a contractual commitment upon execution of the contract.

4.1 GENERAL REQUIREMENTS

4.1.1 It is the policy of the Dallas/Fort Worth International Airport Board of Directors (“Board”) to support the growth and development of Small Business Enterprises (“SBEs”) that can successfully compete for Airport prime contracting and subcontracting opportunities.

4.1.2 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.
4.1.3 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.

4.1.4 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.

4.1.5 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.

4.1.6 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”).

4.1.7 The Contractor shall maintain records, as specified in the Audit and Records Section of the Special Provisions in the contract, showing:

4.1.8 Subcontract/supplier awards, including awards to SBEs;

4.1.9 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.

4.2 ADMINISTRATIVE REQUIREMENTS

4.2.1 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.

4.2.2 The Contractor shall appoint a high-level official to administer and coordinate the Contractor’s efforts to carry out its SBE contractual commitments.

4.2.3 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.

4.2.4 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.

4.3 GOALS AND GOOD FAITH EFFORTS

4.3.1 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.

4.3.1 **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.

4.3.1.2 **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.

4.3.1.2.1 **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 ventures, 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.

4.3.2 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.

4.3.3 A Contractor cannot require exclusive subcontracting or teaming arrangements or agreements with subcontractors.

4.3.4 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.

4.3.5 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.

4.3.6 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:

4.3.6.1 Whether the contractor/vendor/bidder conducted market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified D/S/M/WBEs that have the capability to perform the work of the contract. This may
include attendance at any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities (acceptable documentation shall include copies of the meeting sign-in sheets with contractor name noted as signed-in) and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all D/S/M/WBEs listed in the State and/or Local respective directories of firms that specialize in the areas of work desired (as noted in the D/S/M/WBE directory) and which are located in the area or surrounding areas of the project.

4.3.6.2 Whether the contractor/vendor/bidder advertised in general circulation, trade association, and/or D/S/M/WBE focused media concerning subcontracting and supplier opportunities (acceptable documentation shall be copies of advertisement, newspaper page where advertisement was posted or print media confirmations);

4.3.6.3 Whether the contractor/vendor/bidder should solicit this interest as early in the acquisition process being at least five (5) business days prior to bid opening as practicable to allow the D/S/M/WBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder/proposer should determine with certainty if the D/S/M/WBEs are interested by taking appropriate steps to follow up initial solicitations at least three (3) business days prior to bid opening to determine with certainty whether the DBEs 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).

4.3.6.4 Whether the contractor/vendor/bidder selected portions of the work to be performed by D/S/M/WBEs in order to increase the likelihood that the D/S/M/WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate D/S/M/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates D/S/M/WBE participation.

4.3.6.5 Whether the contractor/vendor/bidder provided interested D/S/M/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. The ability or desire of a contractor/vendor/bidder to perform the services of a contract with its own workforce does not relieve the contractor/vendor/bidder 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 D/S/M/WBEs to bid/quote).

4.3.6.6 Whether the contractor/vendor/bidder negotiated in good faith with interested D/S/M/WBEs. It is the bidder's/proposer's responsibility to make a portion of the work available to D/S/M/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available D/S/M/WBE subcontractors and suppliers, so as to facilitate D/S/M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of D/S/M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for D/S/M/WBEs to perform the work.

4.3.6.7 Whether the contractor/vendor/bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including D/S/M/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using D/S/M/WBEs is not in itself sufficient reason for a bidder's/proposer's failure to meet the contract D/S/M/WBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from D/S/M/WBEs if the price difference is excessive or unreasonable.
4.3.6.8 Whether the contractor/vendor/bidder did not reject D/S/M/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the D/S/M/WBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder/proposer or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

4.3.6.9 Whether the contractor/vendor/bidder prime contractor's inability to find a replacement D/S/M/WBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original D/S/M/WBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement D/S/M/WBE, and it is not a sound basis for rejecting a prospective replacement D/S/M/WBE's reasonable quote.

4.3.6.10 Whether the contractor/vendor/bidder make efforts to assist interested D/S/M/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

4.3.6.11 Whether the contractor/vendor/bidder make efforts to assist interested D/S/M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

4.3.6.12 Whether the contractor/vendor/bidder effectively uses the services of available minority/women community organizations; minority/women contractors’ groups; Local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of D/S/M/WBEs.

4.3.6.13 Whether the contractor/vendor/bidder in determining whether a bidder/proposer has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, DFW will review the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposer fails to meet the contract goal, but others meet it, DFW may reasonably raise the question of whether, with additional efforts, the apparent successful bidder/proposer could have met the goal. As provided in §26.53(b)(2)(vi), the bidder must submit copies of each D/S/M/WBE and non-D/S/M/WBE subcontractor quote submitted to the bidder when a non-D/S/M/WBE subcontractor was selected over a D/S/M/WBE for work on the contract to review whether D/S/M/WBE prices were substantially higher; and contact the D/S/M/WBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to D/S/M/WBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

4.3.6.14 Whether the contractor/vendor/bidder promise to use D/S/M/WBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

4.3.7 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.

4.3.8 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.

4.3.9 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:

Executive Vice President
Administration & Diversity
P.O. Box 619428
DFW Airport, TX 75261

As part of the reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of good faith.

4.3.10 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.

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

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

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

4.3.10.1.3 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;

4.3.10.1.4 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

4.3.10.1.5 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

4.3.10.2 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.

4.4 COUNTING SBE PARTICIPATION

4.4.1 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.

4.4.2 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.

4.4.3 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.

4.4.4 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.

4.4.5 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.

4.4.6 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.

4.4.7 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.

4.4.8 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.

4.4.9 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.

4.4.10 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.

4.4.11 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).

4.4.12 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.

4.4.13 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.

4.4.14 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.

4.4.14.1 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.

4.4.14.2 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.

4.4.14.3 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.

4.4.14.4 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. DDDD may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

4.4.15 The Contractor shall use the following factors in determining whether a SBE trucking company is performing a commercially useful function:

4.4.15.1 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.

4.4.15.2 The SBE must itself own and operate at least one fully licensed, insured and operational truck used on the Contract.

4.4.15.3 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.

4.4.15.4 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.

4.4.15.5 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.

4.4.15.6 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.

4.4.16 The Contractor shall count expenditures to SBEs for materials or supplies towards the SBE goal as follows:

4.4.16.1 SBE Manufacturer

4.4.16.1.1 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.

4.4.16.1.2 For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
4.4.16.2 SBE Regular Dealer

4.4.16.2.1.1 If the materials or supplies are purchased from a SBE regular dealer, count sixty percent (60%) of the cost of the materials or supplies towards the SBE goal.

4.4.16.2.1.2 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.

4.4.16.2.1.3 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, brokers, manufacturers’ representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

4.4.17 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.

4.4.18 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.

4.4.19 The Board reserves the right to reject the participation of a certified firm for credit towards meeting the Contract goal, in its sole discretion.

4.4.20 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.

4.4.21 The Contractor shall not count the participation of a SBE subcontractor toward the goal until the amount has been actually paid to the SBE.

4.4.22 The following expenditures to SBE firms may also count toward the SBE goal:

4.4.22.1 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.

4.4.22.2 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.

4.4.22.3 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.

4.5 CERTIFICATION

4.5.1 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.

4.5.2 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.

4.5.3 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.

4.5.4 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.

4.5.5 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.

4.5.6 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

4.5.7 SBE certification does not constitute a representation or warranty as to the qualifications or capabilities of any certified firm.

4.6 SBE UTILIZATION FORMS AND RELATED DOCUMENTATION

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

4.6.1.1 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

4.6.1.2 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.

4.6.1.3 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

4.6.1.4 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.

4.6.2 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."

4.6.3 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.

4.6.4 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.

4.6.5 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.

4.6.6 **Alternative Compliance Plan**

4.6.6.1 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:

4.6.6.1.1 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.

4.6.6.1.2 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.

4.6.6.1.3 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.

4.6.6.1.4 After consultation with the Department head or a designated representative, BDDD shall establish a timetable for submittal and review of the proposed Compliance Plan.
4.6.6.1.5 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.

4.6.6.2 At a minimum, a proposed Compliance Plan must:

4.6.6.2.1 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.

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

4.6.6.2.3 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.

4.6.6.2.4 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.

4.6.6.2.5 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.

4.6.6.2.6 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.

4.6.6.2.7 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.

4.6.6.2.8 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.

4.6.6.2.9 Recommend methods for supporting BDDD administration and oversight of the Compliance Plan.

4.6.6.2.10 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.

4.6.6.2.11 Set forth a detailed methodology for final reconciliation of participation performance, measured against the established goal and plan close out.

4.6.7 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.
4.7 PAYMENT

4.7.1 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.

4.7.2 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, sub consultants, 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.

4.7.3 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:

4.7.3.1 the percentage amount of retainage withheld/released;

4.7.3.2 the schedule for withholding/releasing retainage;

4.7.3.3 the phased release of retainage according to any phased completion (substantial/final) of portions of the project;

4.7.3.4 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);

4.7.3.5 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).

4.7.4 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.

4.7.5 DFW encourages all Contractors and their subcontractors, sub consultants, 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.

4.7.6 Payment by a Contractor in violation of the terms of the Contract or applicable law will constitute a material breach of this Contract.

4.7.7 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.
4.7.8 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.

4.7.9 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.

4.7.10 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.

4.7.11 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.

4.7.12 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.

4.8 MODIFICATIONS OR SUBSTITUTIONS

4.8.1 This Section applies to all subcontractor modifications, changes and substitutions under this Contract. The Contractor shall comply with this Section to the extent needed to achieve its SBE contractual commitment stated in its Commitment to Small Business Enterprise (SBE) Participation form.

4.8.2 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.

4.8.3 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.

4.8.4 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.

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

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

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

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

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

4.8.5.5 BDDD has determined that the listed SBE subcontractor is not a responsible contractor.

4.8.5.6 The listed SBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal.

4.8.5.7 The listed SBE subcontractor is ineligible to receive to receive credit for the type of work required.

4.8.5.8 The SBE owner dies or becomes disabled with the result that the listed SBE subcontractor is unable to complete its work on the Contract.

4.8.5.9 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.

4.8.6 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.

4.8.7 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.

4.8.8 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 obligations.
contractual commitment. The Contractor may also find additional SBEs and/or adjust the current/projected SBE participation to meet its SBE contractual commitment.

4.8.9 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.

4.8.10 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.

4.8.11 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.

4.9 COMPLIANCE AND ENFORCEMENT

4.9.1 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.

4.9.2 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.

4.9.3 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.

4.9.4 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.

4.9.5 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.

4.9.6 If Contractor is in breach of any of the Program requirements, the Board may exercise any of the following remedies, in addition to any other remedies available to it under this Contract or at law or in equity:

4.9.6.1 withholding funds payable under this Contract, including, but not limited to, funds payable for work self-performed by the Contractor or applicable retainage;

4.9.6.2 temporarily suspending, at no cost to DFW, Contractor’s performance under the Agreement/Contract;

4.9.6.3 termination of the Agreement/Contract;
4.9.6.4 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.

4.9.7 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
1 ASSIGNMENT

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

2 CHANGES IN CONTRACT

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

3 CODE OF BUSINESS ETHICS

3.1 All Board employees must adhere to the Board's Code of Business Ethics, which is included in this Section by reference. The Contractor is therefore prohibited from offering or providing Board employees, directly or indirectly, any gifts or other items that the Board's Code of Business Ethics does not allow the employee to accept. The Contractor shall ensure that all of its management and other Fair Labor Standard Act-exempt employees associated with this Contract read and understand the Board's Code of Business Ethics. The Board may require each such employee of the Contractor to acknowledge in writing that they have read and do understand the Board's Code of Business Ethics found online at www.dfwairport.com.

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 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.

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

7.1 All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal 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.

7.2 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.

8 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.

9 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.

10 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.

11 INDEMNIFICATION AND HOLD HARMLESS

11.1 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.

11.2 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.

11.3 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.

12 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.
13 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.

14 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.

15 NON-DISCRIMINATION

15.1 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.

15.2 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.

15.3 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:

15.3.1 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.
15.3.2 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.

15.3.3 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.

15.3.4 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.

15.3.5 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:

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

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

15.3.6 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.

15.3.7 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:

15.3.7.1 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);

15.3.7.2 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);

15.3.7.3 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);

15.3.7.4 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;
15.3.7.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

15.3.7.6 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);

15.3.7.7 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);

15.3.7.8 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;

15.3.7.9 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);

15.3.7.10 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;

15.3.7.11 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). You must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

15.3.7.12 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).

16 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.

17 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.

18 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the Contract provisions or in exercising any power or authority granted to
him by this Contract, neither the Board’s Technical Representative, his/her authorized representatives, nor any employees or officers of the Board shall be personally liable.

19 **SEVERABILITY**

If any provision of the Contract is declared or found to be illegal, unenforceable or void, in whole or in part, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, it being the intent and agreement of the parties that the Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objectives. Any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. The parties agree to negotiate in good faith for a proper amendment to the Contract in the event any provision thereof is declared illegal, invalid or unenforceable.

20 **SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION**

20.1 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.

20.2 Additional SBE Program requirements, if any, shall be included in the Special Provisions Section of this Contract.

20.3 The Contractor specifically agrees to comply with all applicable provisions of the Board’s 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.

21 **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.

22 **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.

23 **TEMPORARY SUSPENSION OF THE WORK**

23.1 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.

23.2 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.

23.3 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.

24 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.

25 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.

26 TERMS OF PAYMENT

26.1 Terms of payment to the successful contractor 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 solicitation. If no specific payment terms are stated, the terms shall be Net 30.

26.2 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.

26.3 Progress Invoices will be paid following delivery and acceptance of each milestone or multiple tasks in one month do not send more than one invoice per month. Progress payments will be made following receipt of a valid invoice. Invoices must reflect only the amount due for accepted milestones performed.

26.4 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.

26.5 Unless otherwise directed, invoices shall be submitted by mail, fax or email to:

Dallas/Fort Worth International Airport Board
Procurement and Materials Management Department
USE ONLY ONE METHOD OF INVOICE DELIVERY

27 THIRD-PARTY BENEFICIARY CLAUSE

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

END OF GENERAL TERMS AND CONDITIONS
PROPOSAL RESPONSE FORMS

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

FROM: ________________________________________________________________
    PROPOSAL FIRM

1 PROPOSAL PRICING:

Project Cost $ __________________. Provide a progress payment schedule based on milestones.

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 SUBCONTRACTOR AGREEMENT VERIFICATION

4.1 Bidder acknowledges notification that it will submit fully-executed copies of each subcontractor
    agreement to the assigned contract administrator prior to execution of the contract. Contractor is
    required to submit the subcontract agreement(s) within thirty (30) business days after receipt of
    Limited Notice to Proceed.

_________ Bidder’s Initials
5 ORGANIZATIONAL SUMMARY INFORMATION

1. PROPOSAL FIRM: ________________________________________________________________

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

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

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

5. Optional Information:

   ☐ 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: ________________________________________________________

   Additional Comments if Desired:
   ____________________________________________________________________________
### WORK FORCE COMPOSITION

#### NAME OF BIDDING FIRM / CONTRACTOR

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<th>American Indian or Alaskan Native</th>
<th>Asian or Pacific Islander</th>
<th>Black</th>
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<th>Total Number of Full Time Employees</th>
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#### 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
COMMITMENT TO SMALL BUSINESS ENTERPRISE (SBE)

PARTICIPATION FORM
(This form is required as part of the bid/proposal submission.)

The SBE goal for Solicitation/Contract # 8005155 is 30%.

NOTE: The BDDD will only credit SBE participation that is certified by an approved certification entity at the time of bid/proposal submission. DBE certificates will no longer be accepted for SBE credit. Effective 10/1/12, in addition to having a valid certification, SBEs must also have a place of business in the Airport’s market area at the time of bid/proposal submission for credit towards meeting a contract goal.

The undersigned Contractor has satisfied the requirements of the bid/proposal specifications in the following manner (Please check (✔) the appropriate space):

_____ Self-Performance: The proposer, a certified SBE firm, is committed to meeting or exceeding the SBE goal through self-performance.

_____ Self-Performance & Percentage Participation: The proposer, a certified SBE firm, is committed to meeting or exceeding the SBE goal, with a minimum of _____% self-performance and a minimum of _____% SBE subcontracting participation on this contract.

_____ Percentage Participation: The proposer is committed to meeting or exceeding the SBE goal, with a minimum of _____% SBE subcontracting participation on this contract.

_____ The Contractor is unable to meet the SBE goal of _____% and is committed to a minimum of _____% SBE utilization on this contract and submits documentation demonstrating good faith efforts.

_____ The Contractor is unable to meet the SBE goal of _____% and submits documentation demonstrating good faith efforts.

Name of Prime Contractor:________________________________________________________________________

Signature __________________________________________ Title __________________________

Printed Name _______________________________________ Date __________________________

SBE Commit Form Updated 12/2015

1 The Airport’s market area 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.
# SCHEDULE OF SUBCONTRACTORS

## Prime Bidder/Contractor:
- **SBE**
- **MBE**
- **WBE**
- **NON-S/M/WBE**

## Contract Name:

## Contract/Solicitation Number:

As part of the procedures for the submission of a completed bid/proposal, all bidders/proposers are required to identify ALL participating subcontractors applicable to the above project and include this form as part of the bid. Check all Certification Status categories that apply to each subcontractor; however, **only the shaded category shall be credited towards the established diversity goal.** Verify that the proposed subcontractor-for-credit has a place of business in the Airport’s Relevant Market Area\(^3\) (not applicable to DBE goals). The submission of this information is considered an issue of responsiveness, and the Airport Board will not award a contract to any Contractor who has not supplied this documentation. Use additional sheets if necessary.

<table>
<thead>
<tr>
<th>Name of Subcontractor(s) of Certification Status(^2) (check the applicable)</th>
<th>Market Area(^3)</th>
<th>Description of Material or Service Being Provided or Performed</th>
<th>Dollar Amount and Percentage of Work</th>
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<tbody>
<tr>
<td></td>
<td>SBE</td>
<td>MBE</td>
<td>WBE</td>
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<tr>
<td>Dollar Amount &amp; Percentage of Work to be completed by Non-SBE Subcontractors</td>
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<tr>
<td>Dollar Amount &amp; Percentage of Work to be completed by SBE Subcontractors</td>
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<tr>
<td>Dollar Amount &amp; Percentage of Work to be self-performed by the Prime</td>
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<tr>
<td><strong>Total Dollar Amount &amp; Percentage of Work</strong> (The Total Amount shall equal the amount proposed on summary of bid/proposal page).</td>
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**NOTE:** Certification certificate(s) MUST be attached to this form or bid/proposal will be deemed non-responsive.

## PRIME CONTRACTOR’S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise positive, good faith efforts (as defined by the Board’s SBE Program) in support of the Board’s small/minority/woman-owned business intent and objective may result in being considered non-responsive to the Board’s requirements. Furthermore, it is understood and agreed that, if awarded a contract by the Airport Board, the Contractor will not make additions, deletions or substitutions to this certified list of SBE subcontractors without the consent of the Board’s Vice President of Business Diversity & Development Department (BDDD) or designee through the submittal of the SBE Form 102, Request for Approval of Change to Final Schedule of Subcontractors if this is determined to be the final schedule. The BDDD reserves the right to ensure compliance with the Board’s SBE programs as deemed necessary including but not limited to audits of submitted SBE information applicable to the Contractor/subcontractors participating on the contract.

Name and Title of Authorized Representative

(Please print or type)

Signature: ______________________________ Date: ______________________________

---

1. Any named person, firm, partnership, corporation, association or joint venture as herein provided identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under contract to a prime Contractor on an Airport contract at any tier.

2. In order to credit the participation of small/minority and woman-owned businesses, firms must be certified as SBEs by a certification agency approved by the Airport Board as defined in the SBE Policies and Administrative Procedures.

3. In addition to having a valid certification, the SBE must have a place of business in the Airport’s market area at the time the bid/proposal is submitted for credit towards meeting an 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.

Form 90_Updated 12/01/2015
9  SCHEDULE OF SUBCONTRACTORS\(^1\) (FINAL)

Prime Bidder/Contractor: ________________________________________  
☐ SBE  ☐ MBE  ☐ WBE  ☐ NON-S/M/WBE

Contract Name:____________________________________________________

Contract/Solicitation Number:_______________________________________

As part of the procedures for the submission of a completed bid/proposal, all bidders/proposers are required to identify ALL participating subcontractors applicable to the above project and include this form as part of the bid. Check all Certification Status categories that apply to each subcontractor; however, **only the shaded category shall be credited towards the established diversity goal.** Verify that the proposed subcontractor-for-credit has a place of business in the Airport’s Relevant Market Area\(^3\) (not applicable to DBE goals). The submission of this information is considered an issue of responsiveness, and the Airport Board will not award a contract to any Contractor who has not supplied this documentation. Use additional sheets if necessary.

<table>
<thead>
<tr>
<th>Name of Subcontractor(s)</th>
<th>Certification Status(^2) (check the applicable)</th>
<th>Market Area(^3) County</th>
<th>Description of Material or Service Being Provided or Performed</th>
<th>Dollar Amount and Percentage of Work</th>
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<tbody>
<tr>
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<td>SBE  MBE  WBE  NON</td>
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<td>$$$ %</td>
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</tbody>
</table>

Dollar Amount & Percentage of Work to be completed by Non-SBE Subcontractors

Dollar Amount & Percentage of Work to be completed by SBE Subcontractors

Dollar Amount & Percentage of Work to be self-performed by the Prime

**Total Dollar Amount & Percentage of Work** (The Total Amount shall equal the amount proposed on summary of bid/proposal page). 100%

**NOTE:** Certification certificate(s) MUST be attached to this form or bid/proposal will be deemed non-responsive.

PRIME CONTRACTOR’S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise positive, good faith efforts (as defined by the Board’s SBE Program) in support of the Board’s small/minority/woman-owned business intent and objective may result in being considered non-responsive to the Board’s requirements. Furthermore, it is understood and agreed that, if awarded a contract by the Airport Board, the Contractor will not make additions, deletions or substitutions to this certified list of SBE subcontractors without the consent of the Board’s Vice President of Business Diversity & Development Department (BDDD) or designee through the submittal of the SBE Form 102, Request for Approval of Change to Final Schedule of Subcontractors if this is determined to be the final schedule. The BDDD reserves the right to ensure compliance with the Board’s SBE programs as deemed necessary including but not limited to audits of submitted SBE information applicable to the Contractor/subcontractors participating on the contract.

Name and Title of Authorized Representative ____________________________________________  
(Please print or type)

Signature: ___________________________ Date: ____________________________

---

\(^1\) Any named person, firm, partnership, corporation, association or joint venture as herein provided identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under contract to a prime Contractor on an Airport contract at any tier.

\(^2\) In order to credit the participation of small/minority and woman-owned businesses, firms must be certified as SBEs by a certification agency approved by the Airport Board as defined in the SBE Policies and Administrative Procedures.

\(^3\) In addition to having a valid certification, the SBE must have a place of business in the Airport’s market area at the time the bid/proposal is submitted for credit towards meeting an 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.

Form 90_Updated 12/1/2015
10 INTENT TO PERFORM CONTRACT AS A SBE SUBCONTRACTOR

The Airport requires that small, minority and woman-owned businesses be certified as SBEs by an approved certification agency as defined in the SBE and M/WBE Policy and Administrative Procedures. Effective 10/1/12, in addition to having a valid certification, MBEs, WBEs and SBEs must have a place of business in the Airport’s market area at the time of bid/proposal submission for credit towards meeting a contract goal.

1. Contract / Solicitation Number: _______________________________________________________

2. Name of Prime Contractor:_________________________________________________________

3. Address, City, State and Zip:_______________________________________________________

4. E-Mail Address:___________________________ Telephone:_________________________

5. The Prime Contractor designates the following person as their high-level official designated to administer and coordinate the efforts to carry out the SBE policy on behalf of the Prime Contractor: ______________________________________________________ (Name and Title)

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

☐ The undersigned SBE subcontractor has a place of business in the Airport’s market area (✓ if applicable)

☐ The undersigned SBE subcontractor is not affiliated with the Prime Contractor as defined in the SBE Program Policies and Procedures.

1. Name of SBE Subcontractor:_____________________________________________________

2. Address, City, State and Zip: _________________________________________________________

3. E-Mail Address:___________________________ Telephone: ______________________

4. Scope of Work: ___________________________________________________________________

5. Price:  $_________________________________________________________________________

6. SBE Certification #___________________ Certification Agency:_________________

7. 2nd Tier Subcontracting: _____% of the proposed subcontract described above will be sublet and/or awarded to Non-SBE contractor(s).

____________________________________________________________________

(Declaration of Owner, President or Authorized Agent) (Name) (Date)

DECLARATION OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that as a duly authorized representative of the Prime Contractor stated above, I have personally reviewed the material and facts set forth in this form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true and the owner or authorized agent of the SBE firm stated above signed this form in the place indicated, and no material facts have been omitted. The undersigned affirms that the Prime Contractor has no ownership or financial interest in the SBE subcontracting firm stated above. Except as authorized by the Vice President of Business Diversity & Development Department or his designee, the undersigned shall enter into a formal agreement with the listed SBE firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by the Airport. The undersigned will, if requested, provide said Vice President or his designee a copy of that agreement within five (5) business days of the written request. Pursuant to State Law, any person [entity] who makes a false or fraudulent statement in connection with the participation of a SBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.

____________________________________________________________________

(Signature of Owner, President or Authorized Agent) (Name) (Date)

1 Any named person, firm, partnership, corporation, association or joint venture, as herein provided, identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under Contract to a Prime Contractor on an Airport Contract at any tier.

2 The Airport’s market area 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.
GOOD FAITH EFFORT PLAN

GOOD FAITH EFFORT (GFE) Criteria

NOTE: Include a response to GFE criteria and support documentation in bid/proposal only if the D/S/M/WBE goal is not achieved.

The following factors are taken into account when assessing a good faith effort (GFE) response. These factors are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the applicable contract-specific Disadvantaged/Small/Minority/Women Business Enterprise (D/S/M/WBE) goal. These factors should not be considered as a template, checklist or some quantitative formula. Proposers are required to meet all factors outlined below and provide support documentation in order for the good faith effort plan to be assessed. Mere pro forma efforts are not good faith efforts to meet the D/S/M/WBE contract requirements. This means that a bidder/proposer must show that it took all necessary and reasonable steps to achieve a D/S/M/WBE goal or other requirement of this GFE which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient D/S/M/WBE participation, even if they were not fully successful. Dallas Fort Worth Airport (DFW) will evaluate the GFE on quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made, based on the regulations and the guidance in Code of Federal Regulations.

NOT SUBMITTING PROPER SUPPORT DOCUMENTATION IS NOT EVIDENCE OF A PROPER DEMONSTRATION OF GOOD FAITH EFFORT. SUBMITTAL OF THE CRITERIA, WITH NO ADDITIONAL DOCUMENTATION, WILL NOT BE CONSIDERED ADEQUATE DEMONSTRATION OF GOOD FAITH EFFORT. Proposers are not limited to these particular areas and may include other efforts deemed appropriate. Complete form and attach support documentation only if the D/S/M/WBE goal is not achieved. For additional guidance concerning Good Faith Efforts, please refer to the Electronic Code of Federal Regulations (CFR 49 part 26 Appendix A).

<table>
<thead>
<tr>
<th>GOOD FAITH EFFORT FACTORS</th>
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<tbody>
<tr>
<td>Whether the contractor/vendor/bidder conducted market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified D/S/M/WBEs that have the capability to perform the work of the contract. This may include attendance at any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities (acceptable documentation shall include copies of the meeting sign-in sheets with contractor name noted as signed-in) and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all D/S/M/WBEs listed in the State and/or Local respective directories of firms that specialize in the areas of work desired (as noted in the D/S/M/WBE directory) and which are located in the area or surrounding areas of the project.</td>
</tr>
<tr>
<td>Whether the contractor/vendor/bidder advertised in general circulation, trade association, and/or D/S/M/WBE focused media concerning subcontracting and supplier opportunities (acceptable documentation shall be copies of advertisement, newspaper page where advertisement was posted or print media confirmations);</td>
</tr>
<tr>
<td>Whether the contractor/vendor/bidder should solicit this interest as early in the acquisition process being at least five (5) business days prior to bid opening as practicable to allow the D/S/M/WBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder/proposer should determine with certainty if the D/S/M/WBEs are interested by taking appropriate steps to follow up initial solicitations at least three (3) business days prior to bid opening to determine with certainty whether the DBEs 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).</td>
</tr>
<tr>
<td>Whether the contractor/vendor/bidder selected portions of the work to be performed by D/S/M/WBEs in order to increase the likelihood that the D/S/M/WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate D/S/M/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates D/S/M/WBE participation.</td>
</tr>
<tr>
<td>Whether the contractor/vendor/bidder provided interested D/S/M/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. The ability or desire of a contractor/vendor/bidder to perform the services of a contract with its own workforce does not relieve the contractor/vendor/bidder 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 D/S/M/WBEs to bid/quote.</td>
</tr>
<tr>
<td>Whether the contractor/vendor/bidder negotiated in good faith with interested D/S/M/WBEs. It is the bidder's/proposer's responsibility to make a portion of the work available to D/S/M/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available D/S/M/WBE subcontractors and suppliers, so as to facilitate D/S/M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of D/S/M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for D/S/M/WBEs to perform the work.</td>
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</tbody>
</table>
Whether the contractor/vendor/bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including D/S/M/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using D/S/M/WBEs is not in itself sufficient reason for a bidder/proposal's failure to meet the contract D/S/M/WBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder/proposer of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from D/S/M/WBEs if the price difference is excessive or unreasonable.

Whether the contractor/vendor/bidder did not reject D/S/M/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the D/S/M/WBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder/proposal or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

Whether the contractor/vendor/bidder prime contractor's inability to find a replacement D/S/M/WBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original D/S/M/WBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement D/S/M/WBE, and it is not a sound basis for rejecting a prospective replacement D/S/M/WBE's reasonable quote.

Whether the contractor/vendor/bidder make efforts to assist interested D/S/M/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

Whether the contractor/vendor/bidder make efforts to assist interested D/S/M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

Whether the contractor/vendor/bidder effectively use the services of available minority/women community organizations; minority/women contractors' groups; Local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the procurement and placement of D/S/M/WBEs.

Whether the contractor/vendor/bidder in determining whether a bidder/proposal has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, DFW will review the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposal fails to meet the contract goal, but others meet it, DFW may reasonably raise the question of whether, with additional efforts, the apparent successful bidder/proposal could have met the goal. As provided in §26.53(b)(2)(vi), the bidder must submit copies of each D/S/M/WBE and non-D/S/M/WBE subcontractor quote submitted to the bidder when a non-D/S/M/WBE subcontractor was selected over a D/S/M/WBE for work on the contract to review whether D/S/M/WBE prices were substantially higher; and contact the D/S/M/WBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to D/S/M/WBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

Whether the contractor/vendor/bidder promise to use D/S/M/WBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.
REQUEST FOR APPROVAL OF CHANGE TO ORIGINAL SCHEDULE OF SUBCONTRACTORS

Contract/Solicitation Number_____________________________________________

Project Name________________________________________________________________________

Contractor Name_______________________________________________________________
requests approval of the following addition(s) and/or deletion(s) on the SCHEDULE OF SUBCONTRACTORS (D/S/M/WBE Form No. 90), as originally submitted as part of the bid on the above named project.

CHANGE
Check (X) block for each transaction.

<table>
<thead>
<tr>
<th>ADD</th>
<th>DELETE</th>
<th>COMPANY NAME</th>
<th>TRADE</th>
<th>D/S/M/WBE STATUS</th>
<th>DOLLAR AMOUNT</th>
<th>INTENT TO PERFORM</th>
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<tbody>
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JUSTIFICATION
Note: the proposed change(s) must be based on good cause. The Contractor must list and explain in detail its good cause for the change. Attach additional sheets as necessary. Good cause is limited to the following circumstances: 1. The listed D/S/M/WBE subcontractor fails or refuses to execute a written contract. 2. The listed D/S/M/WBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements. 3. The listed D/S/M/WBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness. 4. The listed D/S/M/WBE is ineligible to work on Airport projects because of suspension and debarment proceedings pursuant to federal or state law or other applicable laws or regulations. 5. BDDD has determined that the listed D/S/M/WBE subcontractor is not a responsible contractor. 6. The listed D/S/M/WBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal. 7. The listed D/S/M/WBE subcontractor is ineligible to receive credit for the type of work required. 8. The D/S/M/WBE owner dies or becomes disabled with the result that the listed D/S/M/WBE subcontractor is unable to complete its work on the contract.

CERTIFICATION OF AFFIDAVIT
The above information is true and complete to the best of my knowledge and belief. I further understand and agree that this certification shall become a part of my contract with the Dallas/Fort Worth International Airport Board.

Name and Title of Signer:__________________________________________________________________________
(Please print or type)

Signature________________________________________ Date:________________________________________

Routed To: Approved by:
________________________________________

(Check One)
_____ Airport Development & Engineering Dept. Vice President or Designee

Form 102_Updated 10/1/12
Dallas Fort Worth International Airport Board Solicitation No. 8005155

NAME OF PROPOSER: ____________________________________________________________

To be completed by the Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 8005155, and said insurance shall be provided without change to the prices offered.

Name of Proposer: ____________________________________________________________

Authorized Agent (please print): ______________________________________________

Authorized Agent’s Signature: ________________________________________________

Date: __________________________

To be completed by Proposer’s insurance provider:

I confirm that, if awarded the Contract, the Bidding Firm stated above either has insurance coverage or can obtain coverage in compliance with the requirements of DFW International Airport Board Solicitation No. 8005155. 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: __________________________
Information about Entity Submitting Bid/Proposal/Offer
(This information must match the information provided on the Bid/Proposal/Offer.)

<table>
<thead>
<tr>
<th>Business Name:</th>
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<tbody>
<tr>
<td>Business Address:</td>
<td>Mailing Address:</td>
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<tr>
<td>City</td>
<td>State</td>
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<tr>
<td>Business Web Address:</td>
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<td>Business Phone:</td>
<td>Business Fax:</td>
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<tr>
<td>Contact Person:</td>
<td>Contact’s Phone No.:</td>
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<tr>
<td>Contact’s E-Mail Address:</td>
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</tbody>
</table>

I. Entity Ownership Information
(Check the appropriate box and provide requested details below.)

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<thead>
<tr>
<th>Business Structure: (Please check only one box)</th>
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<tbody>
<tr>
<td>Partnership</td>
<td>Sole</td>
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<tr>
<td>Proprietorship</td>
<td>Joint Venture</td>
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</tbody>
</table>

IF CORPORATION, please check all the type(s) below that are applicable:

- [ ] For Profit  [ ] Non Profit
- [ ] Public  [ ] Private
- [ ] S Corporation  [ ] Professional
- [ ] Parent-Subsidiary  [ ] 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 at least 10% ownership in the business and indicate their percentage of ownership. 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
The undersigned, in submitting this Proposal and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE PROPOSER AGREES THAT THIS PROPOSAL, WHEN ACCEPTED BY THE BOARD, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND THE BOARD. Acceptance may take the form of an Acceptance Letter or Purchase Order issued by the Board, or a Contract document issued by the Board and executed by both parties, followed by a Notice to Proceed issued by the Board. Each of these forms constitutes a legal contract equally binding between the Successful Proposer and the Board. After Proposal acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

PROPOSAL FOR SOLICITATION NO. **8005155**

SUBMITTED BY:

(OFFICIAL NAME OF PROPOSING FIRM)

By: ____________________________
(Original Signature of Proposing Firm’s Authorized Agent)  
*Must be signed for proposal to be considered responsive*

(Typed or Printed Name)

(Title)

(Email and Telephone Number)

(Date Signed)