

# REQUEST FOR PROPOSAL

**Solicitation No. 7006756**

## **Permit and Inspection Management System**

**Deadline for Proposal Submittal:**

**February 14, 2019 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:**

**Raquel “Kelly” Cleveland  
972-973-1102 (fax)  
rcleveland@dfwairport.com**

**Mail or Deliver Complete Bid Package To:**

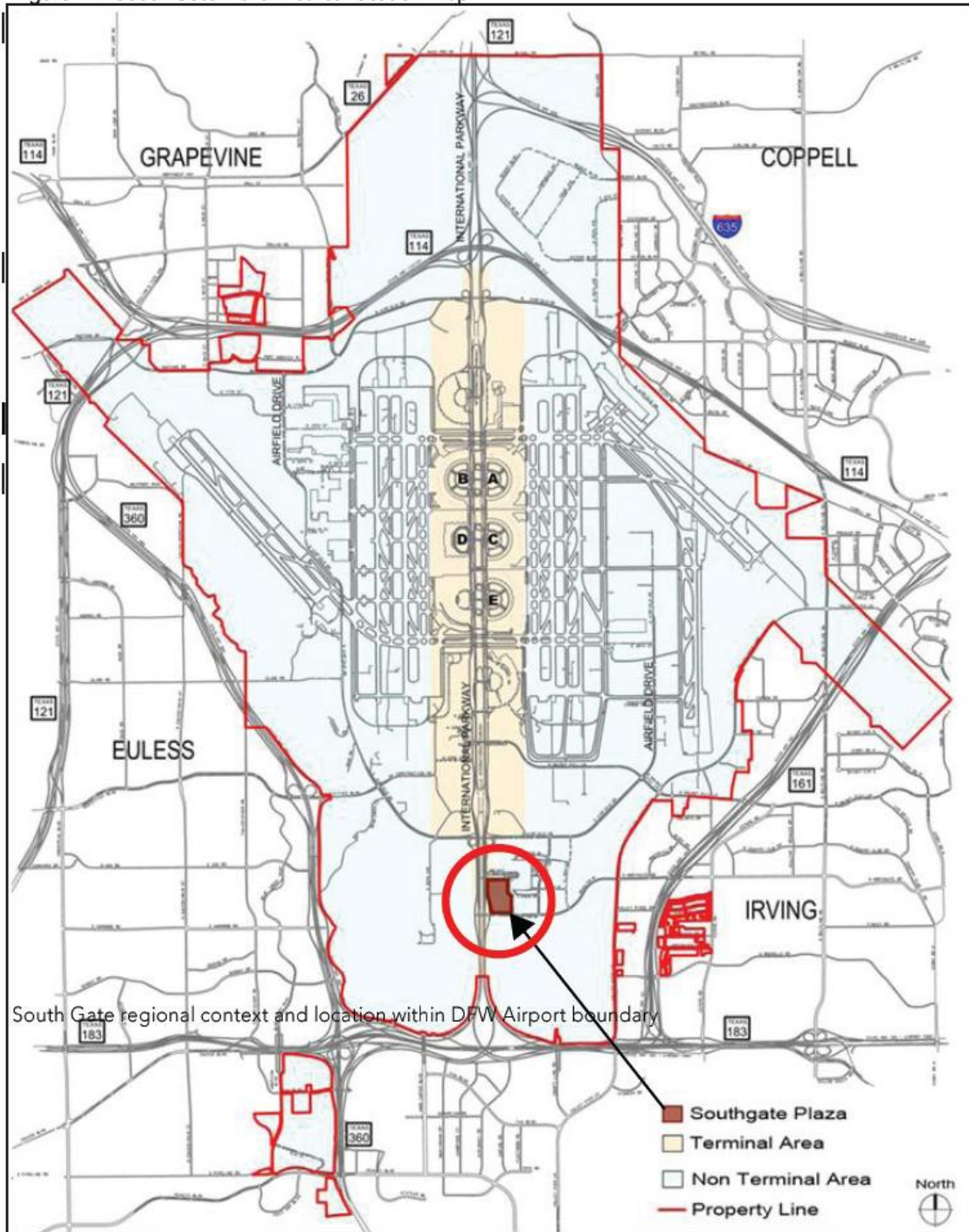
**Procurement and Materials Management  
DFW International Airport  
Delivery Address: 2400 Aviation Drive  
Mail Address: P.O. Box 619428  
DFW Airport, TX 75261-9428**

**A Pre-Proposal Conference Will Be Held**

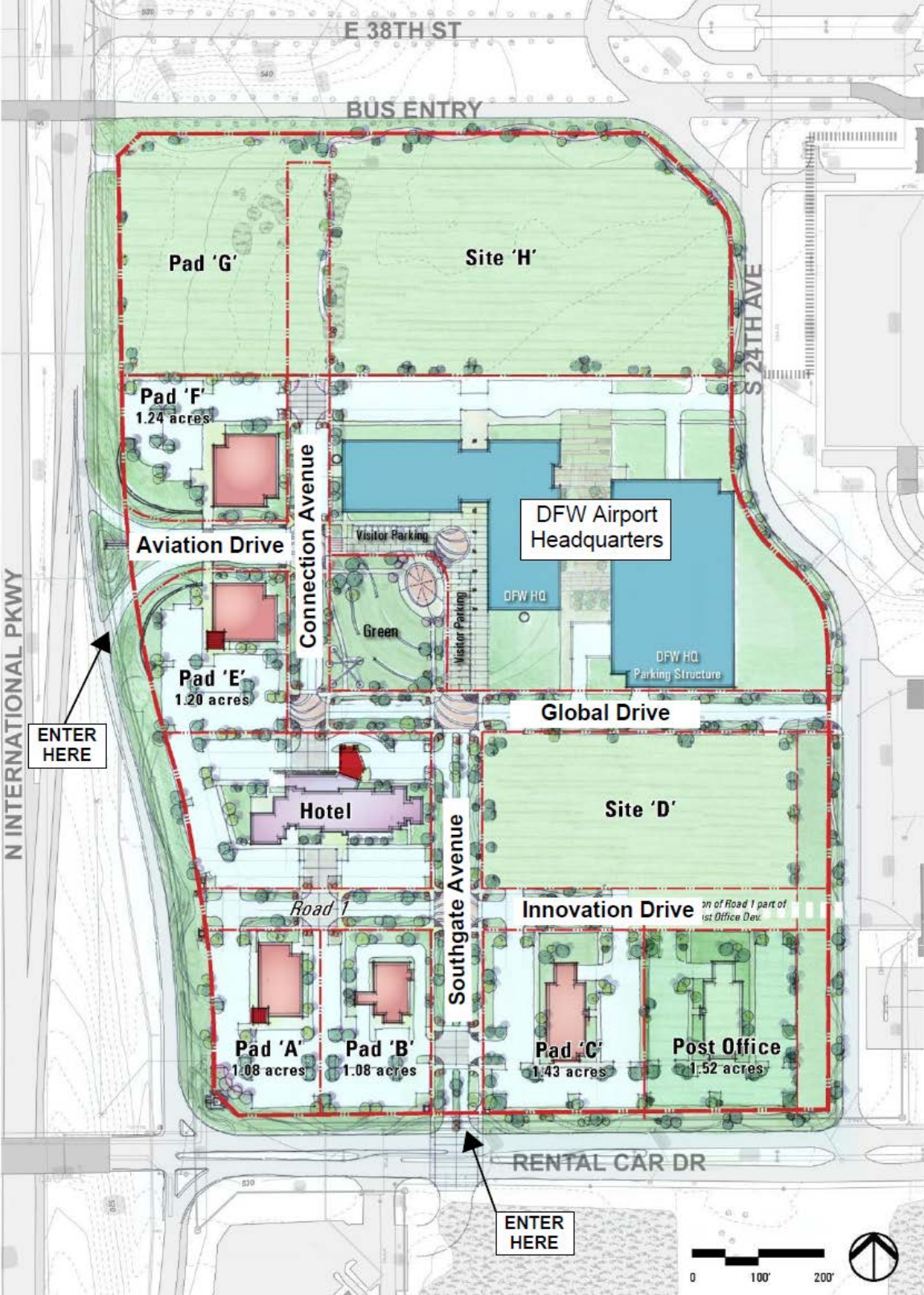
A Pre-Proposal Conference will be held on January 28, 2019, at 2:00 p.m. (Central Time) at the DFW Airport Headquarters, 2400 Aviation Drive, DFW Airport, TX 75261. While attendance is not mandatory, all interested firms are encouraged to attend. See Proposal Instruction and Requirements Section for details.

# DFW AIRPORT HEADQUARTERS LOCATION MAP SOUTHGATE PLAZA

Figure 1-1: South Gate Plaza District Location Map



# DFW AIRPORT HEADQUARTERS



# SOLICITATION SUMMARY

## 1 GENERAL DESCRIPTION

Dallas Ft-Worth Airport (Airport) is seeking a system for the application, issuance, inspection and enforcement of construction related permits in conjunction with the contracts awarded through the Design, Code and Construction (DCC) Department. The Department issues approximately 300 permits per year to roughly 300 permit applicants (Consultants). The Code Compliance group has 40 and may go up to approximately 50 staff involved in the issuance of permits, conducting inspections and applying actions over the course of the year.

## 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:.....January 6, 2019 and January 13, 2019  
RFP Release Date: .....January 8, 2019  
Pre-Proposal Conference: .....January 28, 2019 at 2:00 p.m. (Central Time)  
Deadline for Questions:.....January 31, 2019 at 2:00 p.m. (Central Time)  
Proposal Due Date and Time:..February 14, 2019 at 2:00 p.m. (Central Time)  
Evaluation Period: .....February 14, 2019 – March 19, 2019  
Board Approval Date:.....April 9, 2019  
Notice to Proceed.....April 2019

## 3 CONTRACT TERM

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

## 4 SMALL BUSINESS ENTERPRISE (SBE) GOAL

SBE goal for this contract is: %5

The Business Diversity & Development Department has established a 5% Small Business Enterprise (SBE) goal for this contract that is applicable to the implementation services phase only.

## 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 subconsultant 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.



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**DFW AIRPORT BID / PROPOSAL SUBMITTAL LABEL**

Bid / Proposal Number: 7006756

Bid / Proposal Name: Permit and Inspection Management System

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

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

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

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

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

9 NO PROPOSAL FORM

# NO PROPOSAL INFORMATION FORM

SOLICITATION NO. 7006756

SOLICITATION TITLE: Permit and Inspection Management System

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

**Kelly Cleveland**  
**Dallas/Fort Worth International Airport Board**  
**Fax: 972-973-1102 / Email: rcleveland@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 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](http://www.dfwairport.com)) prior to the date and time of the Deadline for Proposal Submittal.
- 4.2 It is the Proposer's responsibility to ensure receipt of any addenda issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from any obligations under its Proposal as submitted. The Proposer must sign all addenda and return them with their Proposal. All addenda shall become part of the Contract documents.
- 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 subconsultants. Be sure that the certificates confirm certification as a Small Business Enterprise (SBE); other certifications, such as Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Historically Underutilized Business (HUB), are not acceptable. Companies may hold multiple certifications, but one of those certifications must be as a SBE from an authorized certification agency.

## 6 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.
- 6.3 Proposal Language / Currency: Proposers must submit their Proposal in the English language and Proposal pricing must be in Dollars of the United States of America.
- 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 points, 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 (3 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/Scope of Work (25 Page Limit)**

- 7.2.4.6.1 Identify all major project tasks and milestones for the Work to be performed. Describe how the Proposer plans to successfully accomplish the Scope of Work / Specifications objectives.
- 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 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.
- 7.2.4.6.4 Describe all airport staff requirements, resources, and information required by the proposer.
- 7.2.4.6.5 Provide a proposed project organizational chart, identifying reporting structure and areas of responsibility.
- 7.2.4.7 **Tab 3 - Management (10 Page Limit)**
- 7.2.4.7.1 Identify inherent Scope of Work / Specifications challenges and the overall plan for meeting project management challenges and requirements.
- 7.2.4.7.2 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.
- 7.2.4.7.3 Provide a plan ensuring quality of the Work (quality control plan). Provide performance guarantees, if any, and how they would apply and be measurable.
- 7.2.4.8 **Tab 4 - Implementation (10 Page Limit)**
- 7.2.4.8.1 The Proposer must provide a preliminary implementation plan, based on their understanding of the Work to be performed. This plan must provide time spans from the date of Notice to Proceed to completion of the Work (number of days, not specific dates). The Proposer must show the various phases of the project in Gantt Chart Format. The plan should cover all key phases and steps in the Scope of Work / Specifications, from Contract award through final acceptance of the Work.
- 7.2.4.8.2 Provide a brief narrative description of the schedule for the Work addressing key milestones.
- 7.2.4.8.3 Describe the proposed approach/procedures for meeting acceptance requirements. Provide a sample acceptance test plan methodology.
- 7.2.4.8.4 Provide a narrative description of the plan for performing any optional task(s), including overall approach, schedule, and anticipated outcome.
- 7.2.4.9 **Tab 5 - List of Exceptions / Substitutions / Clarifications / Additions**
- 7.2.4.9.1 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.
- 7.2.4.9.2 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.

- 7.2.4.9.3 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.
- 7.2.4.9.4 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.
- 7.2.4.9.5 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.
- 7.2.4.9.6 For any addition(s) proposed or exception(s) taken, provide a rationale in as much detail as possible.
- 7.2.4.9.7 Begin responses to the major sections of the solicitation on a new page.
- 7.2.4.9.8 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.
- 7.2.4.10 **Tab 6 - Reference List / Experience (Limit one page per reference)**
- 7.2.4.10.1 FOR THE PRIME CONTRACTOR - Provide a list of five (5) different and most recent entities for which Work has been completed. The reference list 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.
- 7.2.4.10.2 Provide the following information for at least two (2) completed projects:
- Original Contract Price Versus Final Contract Price
  - Original Contract Implementation Date Versus Actual Implementation Date
  - Critical Steps Summary
  - Project Plans Summary
  - Total Resources Allocated
  - Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any prime or sub consultant team members who worked on the referenced project that also worked on the completed project.
- 7.2.4.10.3 Provide the following additional information for all on-going and incomplete projects:
- Percent of Project Completion
  - Key Personnel by Name and Role
  - Percentage of Each Key Person's Time Allocated to Listed Project
  - Scheduled Completion Date
  - Identify Potential Time/Personnel Conflicts with Work on This Contract and the Proposed Work



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

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

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

7.2.4.11 **Envelope 1 - Small Business Enterprise (SBE) Participation (Do not include this section in the thumb drive copies) Must respond even if SBE goal is zero percent. Section worth up to 20 points.**

7.2.4.11.1 - Provide firm's Affirmative Action Plan and/or diversity and inclusion policy statement; to include goals with respect to hiring staff for the proposed project. Such plan shall include, but not be limited to: goals for women and minorities in management and non-management positions.

7.2.4.11.2 - Describe how you will manage expectations and commitment to firms identified in your Schedule of Subcontractors.

7.2.4.11.3 - Describe your firm's involvement/utilization of SBE firms on past projects at DFW and/or other public/private sector entities. (e.g. proposed SBE goal vs. actual achievement).

7.2.4.11.4 - Describe your firm's commitment to programs, technical assistance or support to enhance the capacity or facilitate the participation of SBE firms in the project, including outreach and a proposed mentoring program.

7.2.4.11.5 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".

7.2.4.12 **Envelope 2 – Pricing (Do not include this information in any proposal copies or thumb drives)**

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

- Cooperative Purchasing Provisions
- Insurance Review Verification
- Insurance Affidavit
- Contracting Prohibitions Verification
- Bond Forms
- Workers Compensation Hold Harmless and Indemnification Agreement
- Certificate of Anti-Corruption Compliance
- Foreign Corrupt Practices Act (FCPA) Disclosure Statement

## 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, one copy on a jump drive, and five (5) 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 Proposal Bond: If a Proposal Bond is required, details will be included in the Special Provisions of this Solicitation. Proposer will be required to submit the original copy of any Proposal Bond required with the Hard Copy Proposal or otherwise deliver it to the PMM Office prior to the Deadline for Proposal Submittal. This requirement applies if the Proposal is submitted electronically. Proposal Bonds must be delivered in a sealed envelope bearing the Solicitation Number and Deadline for Proposal Submittal Date and Time.
- 8.7 **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-competitive 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](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-responsible 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. 7006756 BIDDER/PROPOSER: \_\_\_\_\_

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

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

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

### Bid/Proposal Submittals

- Signatures.** All forms requiring a signature have been signed.
- Bid/Proposal Forms.** All forms completed, including:
- Bid/Proposal Pricing Form(s)
  - Business Disclosure Form
  - Organizational Summary Form
  - Bid/Proposal Endorsement Form
  - All other forms requested as part of the solicitation.
- Bid/Proposal Bond Form (if applicable).** Checked for accuracy, including verification that the contract number and name are included, a sufficient amount/percentage is provided and the form is submitted in the appropriate bid/proposal package. Bonds should be made on the form furnished in the solicitation and be executed by not less than one corporate surety admitted to do business in the State of Texas. Individual sureties will not be accepted.
- Addenda.** When applicable, Bidder/Proposer submits signed addenda issued as part of the solicitation. If any addenda included amended bid or proposal pages or attachments, those documents must be used and included with the bid or proposal. Bidder/Proposer has checked the Board's website or the assigned Board contact to ensure all addenda, if any, have been received.
- 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**



## **EVALUATION CRITERIA**

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- 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 subconsultant 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 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. In as much 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 (30 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
    - User Experience
  - 3.2 Management (10 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
  - 3.3 Implementation (10 Points). This category will be evaluated based on:
    - Proposed implementation plan for meeting service requirements
    - Rationale and realism of the proposed project schedule
    - Training plan
  - 3.4 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.** Firm's Affirmative Action Plan and/or diversity and inclusion policy statement; to include goals with respect to hiring staff for the proposed project. Such plan shall include, but not be limited to: goals for women and minorities for management and non-management positions.
- - **Private sector participation.** Firm's ability to demonstrate SBE on private sector work or on contracts that require no goals. How is the overall effectiveness of your company's diversity and inclusion initiatives measured? Is it tied to a goal or metric? If so, what is the goal/metric and how have you performed in relation to the goal historically?
- - **Team selection.** Explain the selection of your team composition including diversity within the team and any opportunities given to team members that may be new to your team and why they were selected.
- - **Assurance.** Do you have a dispute resolution/mediation plan in place? If so, what is that process?

**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.

3.5 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.

3.6 Customer Service/On-Going Support Plan (15 Points). This category will be evaluated based on:

- Plan for providing quality customer service/support
- Minimum service guarantees; proposal to ensure quality customer service (performance guarantees, compensation deductions for sub-par performance, other quality incentive plans)
- Ratio of on-site/local vs. remote service availability

**END OF EVALUATION CRITERIA**

## **SPECIFICATIONS / SCOPE OF WORK**

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

Dallas Ft-Worth Airport (Airport) is seeking a system for the application, issuance, inspection and enforcement of construction related permits in conjunction with the contracts awarded through the Design, Code and Construction (DCC) Department. The Department issues approximately 300 permits per year to roughly 300 permit applicants (Consultants). The Code Compliance group has 40 and may go up to approximately 50 staff involved in the issuance of permits, conducting inspections and applying actions over the course of the year.

The scope of the project is to procure a system for permit and inspection management integrated to the Airport system. The system shall have a modern user interface enabling the Airport and its permit applicants an easy to use and configurable interface, including a fully compliant PCI DSS financial processing module. The system shall have an open architecture and enable programmatic access to data both for inputs to the system and for extraction to other applications. The interface shall be fully documented and available for general use as part of the standard license for the product.

For this application, the airport seeks a solution that is cloud based or hybrid cloud. The system shall be accessible and optimized for viewing independent of the hardware being used. The system shall be able to render the application in a compressible format whether it is on a workstation, a tablet or a phone. The mobile solution must be easily readable in an outdoor situation whether the environment is bright or at night when the environment is dark. The mobile access to the system must be sufficiently responsive as to not to pose any barriers to use in the field. Supporting documents for fieldwork shall be stored locally on the device to the extent possible.

The project will include an initial phase for implementation. Any planned phasing of the software product cannot impact daily management and usage for plan reviews, inspections, issuance of construction permits and Certificates of Occupancy. The successful vendor shall provide the necessary professional services to properly configure the system, develop the necessary business processes needed to support the needs of the Airport including but not limited to configuring the necessary permits based on business logic, being able to plan review and enter applicable results, issue the permits, collect the fees, assign the inspections, issue enforcement rulings and construction permits for construction and Certificates of Occupancy. Reporting for the system shall be configurable using a standard report writer and necessary integrations be developed and implemented. All professional services shall be warranted as part of the warranty for the overall software. All worked performed under the professional services contract must be maintained as part of the overall systems maintenance schedule.

The system proposed must be available 7/24 365 days per year. The system shall be sufficient redundant to enable access to it with an availability of no less than 99.99% with dual redundancy access to the application. The Vendor shall provide levels 1, 2 and 3 supports for the application, including a helpdesk for Permit Applicants / Consultants who may have difficulties using the system 7 days a week 24 hour per day.

### **2 Functional Requirements**

- 2.1 The functional requirements listed in this section pertain to the high-level requirements deemed most important. The list of all relevant requirements are included in the associated spreadsheet that each proposer shall fill out based on whether for each requirement, the proposed solution can perform the intended requirement out of the box (with or without configuration), requires a customized solution to fulfill the requirement or the proposed solution is unable to perform the requirements.
- 2.2 The functional requirements listed in this section pertain to the high-level requirements which are considered most important. Each proposer shall provide information regarding the firm's ability to meet the requirements listed within this document. Additionally, each provider shall illustrate whether the program provided can perform the intended requirement, with or without configuration. If configuration is required, the provider shall include any cost associated with the configuration in their proposal. Furthermore, the provider shall state whether the proposed program is unable to perform the requirements listed within this document.

- 2.3 System shall be configurable to assign expiration dates related to permit.
- 2.4 System shall be configurable to automatically generate an inspection request two (2) weeks prior to assigned expiration date.
- 2.4.1 System shall automatically notify permit holder and their selected representatives of inspection results via email.

## 2.5 Permitting

### 2.5.1 Permit Application - General

- 2.5.1.1 Airport shall designate Permit Applicant / Consultants that may access system to apply for a permit.
- 2.5.1.2 Airport shall have an administrative function to add, change, delete accounts for Consultants and close accounts as permitted by the International Codes.
- 2.5.1.3 Consultants shall be able to access the permit system 24/7 and 365 days per year.
- 2.5.1.4 Consultants shall have a toll-free number to call should they encounter issues with the permit system.
- 2.5.1.5 Consultants shall be able to reset passwords to access the system through self-service.
- 2.5.1.6 Consultants shall be able to view only those permits assigned to them.
- 2.5.1.7 System shall be configurable for due dates related to permit that include plan reviews, inspections, pre-construction meetings and Certificates of Occupancy.

### 2.5.2 Permit Application

- 2.5.2.1 Consultants applying for a permit may designate the area using an ESRI base map to draw a polygon location in the area copy.
- 2.5.2.2 Consultants may paste in a map copied from the internet (i.e. Google Maps) that can be annotated.
- 2.5.2.3 Consultants may attach any number of documents to support the permit application.
- 2.5.2.4 Permit shall be assigned by the system configured for the needs of the airport (i.e. year sequenced year and type of permit is the current format) including project information.
- 2.5.2.5 Airport shall be able to designate mandatory and optional data fields that need to be filled out before the permit can be submitted by the Contractor that will include project information.
- 2.5.2.6 Airport shall be able to designate basic field validations for each field on the application.
- 2.5.2.7 System shall have the ability to copy an existing permit application as the basis for a new application.
- 2.5.2.8 System shall list all permits associated to the Consultant and their status including any expired permits.
- 2.5.2.9 Consultants shall be able to filter and sort permits based on major fields collected for the permit.
- 2.5.2.10 Consultants shall be able to see details of the permit by selecting a permit from the list presented.
- 2.5.2.11 Consultant shall be able to designate a relationship among permits typically a parent child permit that will not impact parent permit closeout.
- 2.5.2.12 All permit data are recorded in an audit file including but not limited to user, timestamp field data and action.
- 2.5.2.13 Once a permit has been saved to the system, changes to the permit are logged by the system in an audit file.

- 2.5.2.14 The audit system can show a before and after image of the changes made.
- 2.5.2.15 All registered users shall have the ability to remotely access all documents pertaining to permit files, including but not limited to plans, contract documents, and plan review notes.
- 2.5.2.16 System shall be capable of interfacing with Oracle Unifier.

### **2.5.3 Permit Submission**

- 2.5.3.1 Consultant submits permit for processing.
- 2.5.3.2 Permit Application submitted electronically.
- 2.5.3.3 Contract Documents and Permit Application may be submitted jointly and electronically, including:
  - 2.5.3.3.1.1.1 Traffic Control Plans
  - 2.5.3.3.1.1.2 Airspace Studies
  - 2.5.3.3.1.1.3 Tool Management Plans
  - 2.5.3.3.1.1.4 Spill Response Plans
  - 2.5.3.3.1.1.5 Waste Management Plans
  - 2.5.3.3.1.1.6 Stormwater Pollution Prevention Plans (SWPPP)
- 2.5.3.4 Review permit application.
- 2.5.3.5 Annotate any issues with the permit including notes, redlines etc.
- 2.5.3.6 Designate notes that are visible in the Contractor's view of the permit.
- 2.5.3.7 Designate notes that are not visible in the Contractor's view of the permit.
- 2.5.3.8 Reviewer can view and edit submission documents in a single view.
- 2.5.3.9 Reviewer can view and edit submission documents in a side by side comparison view.
- 2.5.3.10 Reviewer may designate alternative business processes depending on the nature of the permit.
- 2.5.3.11 There are notification alerts to indicate changes in the state of the permit.
- 2.5.3.12 Notification allows the Consultant to review notes related to the permit and resubmit changes for consideration.
- 2.5.3.13 Notification alerts can be communicated over standard email systems.
- 2.5.3.14 Email notifications have embedded URL to give context to the location of the system to directly access the permit. Embedded URL would link to a map location in context.
- 2.5.3.15 Permit approval shall trigger payment request.
- 2.5.3.16 Approval business process shall be configurable based on designated role(s).
- 2.5.3.17 Notification is issued to the Consultant upon permit approval.
- 2.5.3.18 Permits shall have the ability of transfer to a newly designated project, applicant etc.

### **2.5.4 Permit Payments**

- 2.5.4.1 Configuration of permit fees based on attribute criteria including but not limited to type of permit (trade), length of permit period, valuation of the work covered by the permit, location of the permit, calendar date, additional plan review fees required by changes, additions or revisions to plans, investigation fees, inspection fees for outside of normal business hours, Certificate of Occupancy / Temporary Certificate of Occupancy fees, Miscellaneous Trade Permit fees, addition of fees after issuance of permit and re-inspection fees.

- 2.5.4.2 Maintain and display all related financial transactions related to a permit in the Contractor's view.
- 2.5.4.3 Maintain and display all related financial transactions related to a permit in the Airport's view.
- 2.5.4.4 Provide a user configurable invoice for the permit fee including sufficient details related to the permit derived from the permit application.
- 2.5.4.5 Maintain financial ledger for the permit fees.
- 2.5.4.6 Calculate based on configuration late fees, re-inspection fees, inspections outside of normal business hours, additional plan review fees, investigation fees, service fees, interest and fines if required.
- 2.5.4.7 Provide the means for the Consultant to pay for the permit using a credit card gateway hosted on a third-party network that is certified as PCI DSS compliant.
- 2.5.4.8 Provide the means for the Consultant to pay for the permit using an electronic check or ACH transaction.
- 2.5.4.9 Enable the Airport to configure the types of payments allowed for a permit including but not limited to base the payment type allowed on the value of the permit.
- 2.5.4.10 Provide real time acknowledgement of the payment received and ledger credit including email notification.
- 2.5.4.11 Provide real time acknowledgment of the payment received refused transaction including email notification.
- 2.5.4.12 Provide receipt report image available in the Contractor's view with print capability.
- 2.5.4.13 Provide email receipt of payment via email.
- 2.5.4.14 Provide a means to override permit fees under a specific business process at the appropriate role.
- 2.5.4.15 Provide a means to credit back the account in the event of encountering and issue with the permit fees at the appropriate role.
- 2.5.4.16 Provide necessary journal entries for the Airport's accounting system.
- 2.5.4.17 The audit file is accessible for reporting.
- 2.5.4.18 No accounts receivable processing is foreseen
- 2.5.4.19 No ISF processing is foreseen

Note: The Airport maintains a contract with Chase Bank. Chase Paymentech is the in-house payment gateway.

## **2.6 Inspections**

- 2.6.1 Airport shall configure required inspections based on the permit type.
- 2.6.2 The Vendor shall provide a maximum number of characters which will give an inspector the ability to enter plan review/inspection information and the ability to identify and display this number as information is being entered.
- 2.6.3 Users shall have the ability to designate "specific or other types of inspections" that are not the normal industry standard inspections and not generally performed.
- 2.6.4 Provide means to list several discrepancies of a specific discipline's inspection simultaneously.
- 2.6.5 Provide means for the ability to schedule inspections in a sequential manner in order to restrict certain inspections from being scheduled prior to ones which are considered a prerequisite receiving approval within each discipline. (i.e., a Plumbing Final cannot be scheduled without a contractor first obtaining approved inspections for Plumbing Rough-in, Plumbing Top Out, Backflow Certification approval, and an approved Water Sample inspection.)

- 2.6.6 Provide means for the ability to schedule inspections in a sequential manner in order to restrict Building Final inspections from being scheduled prior to finals of other required disciplines being scheduled.
- 2.6.7 Provide the ability to prevent Water Sample Inspections from being scheduled after a specified time and date. For example - water inspections should only be requested for Monday thru Thursday in the morning only. Water inspections are not done on Friday.
- 2.6.8 Airport may change designated inspection dates as business needs arise, including airport approved holidays, et al.
- 2.6.9 Airport shall be able to configure inspection assignments to various criteria including but not limited to by project, by trade type, by date.
- 2.6.10 Inspections shall be routed to inspectors in the form of a dashboard with sufficient lead time to schedule a day.
- 2.6.11 Support field (inspections) automation tools such as smartphones, notebooks, laptops or other devices for remote data acquisition with real time updates.
- 2.6.12 Provide daily report of scheduled inspections.
- 2.6.13 Provide the capability for Consultants to request inspections through the Consultant portal.
- 2.6.14 Provide the capability for Consultants to schedule re-inspections through the Consultant portal.
- 2.6.15 Provide the capability for Consultants to reschedule an inspection through the Consultant portal
- 2.6.16 Provide the capability for Consultants to cancel inspections through the Consultant portal.
- 2.6.17 Provide a list of all inspections associated to a permit including the status of the inspection including but not limited to requested, scheduled, rescheduled, cancelled, completed.
- 2.6.18 Inspectors shall enter inspection results, apply comments, take pictures, videos using the native capabilities of the hardware.
- 2.6.19 Inspection results shall be available in the system in real time.
- 2.6.20 Mandatory inspections shall be indicated in the inspection view.
- 2.6.21 Systems shall provide a report of all mandatory inspections completed or non-completed for the day.
- 2.6.22 Inspections shall be configured with a checklist of mandatory and optional items for each permit inspection type.
- 2.6.23 Mandatory fields for an inspection type can be relaxed with the proper authorization for a single inspection.
- 2.6.24 Inspectors may schedule additional inspections through the inspector's view of the system while in the field.
- 2.6.25 Inspections shall be configured with a list of results including but not limited to pass, fail, N/A, pass with conditions etc.
- 2.6.26 All changes in the permit scheduling are logged and will cause a notification both by email and on the views of the inspections for all parties involved.
- 2.6.27 System shall automatically notify permit holder and their selected representatives of inspection results via email.
- 2.6.28 Inspectors shall have the ability to assess re-inspection fees, list reason(s) for such fees, and restrict any action associated with a particular discipline of a permit from being scheduled until the contractor pays re-inspection fees.
- 2.6.29 Provide an automatic spell checking and grammar function within the program.
- 2.6.30 System shall generate a temporary Certificate of Occupancy once all inspections have been accepted by the Airport.



- 2.6.31 System shall have the ability to copy an existing inspection report as the basis for a new re-inspection.

## **2.7 Code Compliance**

- 2.7.1 System shall be configurable for managing special testing sequences for equipment (i.e. backflow valves) which will include, but not be limited to the following: cataloguing; certification renewal generation and certification notification by email 30 days before a device's renewal date is due, and to enter specific information such as location, serial number and the owner of each backflow device.
- 2.7.2 Provide the ability each backflow device to automatically be catalogued into the backflow management portion associated with the program.
- 2.7.3 Automatically require any backflow device catalogued within any given month have a renewal date of the first day of the month it is received.
- 2.7.4 Generate reports indicating a history of inspection results by each contractor.
- 2.7.5 Track plan review manhours and generate both monthly and yearly reports.
- 2.7.6 Generate report on the number of daily inspections conducted and inspections passed during same time period.
- 2.7.7 Inspections required for a Certificate of Occupancy/Permit Close-Out. (*See attached Inspections Lists at the end of the SOW*).

## **2.8 Organizational Structure**

- 2.8.1 System shall be configured to allow roles by trade and may include Airport stakeholders (i.e. Department of Public Safety (DPS), Asset Management and Environmental) to be defined for each business process.
- 2.8.2 System shall be configured with organizational structure (i.e. Person A is the supervisor of Person B).
- 2.8.3 System shall be able to maintain organizational structure or be manually configured if users are not in the systems as a result of not being employees.
- 2.8.4 Role assignments shall be maintained by designated administrative roles with that specific privilege.
- 2.8.5 Business process flows shall designate defined roles to be able to perform the business process.
- 2.8.6 There shall be a business process designer and engine to support the process flow for the system.
- 2.8.7 There shall be ability to escalate workflows if and when they are not executed within a configurable period.
- 2.8.8 There shall be reminders via email listed for scheduled tasks that are upcoming.
- 2.8.9 There shall be reminders via email listed for scheduled tasks that are late.

## **2.9 Reporting and Querying**

- 2.9.1 Shall be accessible to industry standard report writers.
- 2.9.2 Shall provide capabilities for adhoc reporting that can be stored at the user level.
- 2.9.3 Shall provide capabilities for adhoc reporting that can be stored at system level by Administrator.
- 2.9.4 Shall provide capabilities for adhoc query (screen view) that can be stored at the user level.
- 2.9.5 Shall provide capabilities for adhoc query (screen view) that can be stored at system level by Administrator.

- 2.9.6 Shall allow print to standard operating system print functionality including PDF regardless of platform.
- 2.9.7 Shall provide capabilities of generating reports of a history of inspection results by inspector(s).
- 2.9.8 Shall provide capabilities of generating reports of a history of inspection results by discipline.
- 2.9.9 Shall be capable of tracking plan review manhours and generate weekly, monthly and yearly reports.
- 2.9.10 Shall be capable of tracking code inspection manhours and generate weekly, monthly and yearly reports.
- 2.9.11 Shall print both meta-data and attachments stored in the system.
- 2.9.12 All reports shall be configurable either by cloning an existing standard report.
- 2.9.13 All reports shall be configurable by creating a brand-new report from scratch.
- 2.9.14 Print and query functions shall be controlled by administrator regulating content that can be accessed.
- 2.9.15 System shall provide a comprehensive set of pre-made reports. The Airport has identified the following reports as needed but not limited to:
  - 2.9.15.1 Schedule Inspections Backlog
  - 2.9.15.2 Daily Inspections Log w/Inspectors
  - 2.9.15.3 Monthly Inspections Log w/Inspectors
  - 2.9.15.4 Yearly Inspections Log w/Inspectors
  - 2.9.15.5 Plan Review Comments
  - 2.9.15.6 Permits Closed
  - 2.9.15.7 All Permits Created
  - 2.9.15.8 Permits Release Approvals
  - 2.9.15.9 Finale Permits
  - 2.9.15.10 Billing Invoice for Permits
  - 2.9.15.11 Invoice for Permits Fees
  - 2.9.15.12 Inspection Request
  - 2.9.15.13 Closed/Opened Permit Numbers for Time Sheets.
  - 2.9.15.14 Monthly All Permits Issued
  - 2.9.15.15 Board Permits Issued
  - 2.9.15.16 Tenant Permits Issued
  - 2.9.15.17 Gas Permits Issued Monthly
  - 2.9.15.18 Gas Finals Monthly
  - 2.9.15.19 Certificate of Occupancy (CO) issued monthly reports and yearly reports
  - 2.9.15.20 Temporary Certificate of Occupancy (TCO) issued monthly reports and yearly reports
  - 2.9.15.21 Plan Review Log
  - 2.9.15.22 Monthly Total Inspections
  - 2.9.15.23 KPI Report—All Permits Issued by discipline
  - 2.9.15.24 KPI Report—All Permits Issued by department
  - 2.9.15.25 KPI Report—All Permits Issued by discipline

- 2.9.15.26 KPI Report—Types of Permits Issued
- 2.9.15.27 KPI Submittal Tracking for Fee Collection Details
- 2.9.15.28 KPI Submittal Tracking for Fees Waived
- 2.9.15.29 KPI Submittal Tracking for Fees Collected
- 2.9.15.30 Code, Construction and Survey Weekly Report for Permits Applied For/Permits Issued Report
- 2.9.15.31 Weekly inspection reports conducted compared to inspections approved
- 2.9.15.32 Total Inspections Report by Period
- 2.9.15.33 Fee Collection Details
- 2.9.15.34 Code Closeout Report
- 2.9.15.35 Water Sample Inspections Approved Monthly
- 2.9.15.36 Water Sample Inspections Disapproved Monthly
- 2.9.15.37 Backflow Device Certifications Received Monthly
- 2.9.15.38 Re-inspection Fees Assessed Monthly
- 2.9.15.39 Courtesy Inspections Performed Monthly
- 2.9.15.40 Monthly Inspections Log with Inspector Identification
- 2.9.15.41 Yearly Inspections Log with Inspector Identification

Note: The data presented on the reports will be detailed out with the successful proposer. The current legacy system does not contain the necessary reports listed.

## **2.10 General Requirements**

- 2.10.1 System shall track time for each activity performed in the field.
- 2.10.2 All relevant field information for activities assigned is available on the mobile platform. The Vendor is expected to specify the mobile device. The mobile device shall be a non-specialized device not limited to a specific hardware version.
- 2.10.3 System can seamlessly function fully through a WIFI network.
- 2.10.4 System can seamlessly function fully through a cellular network.
- 2.10.5 System can seamlessly function fully while fully disconnected from a network.
- 2.10.6 In the event of a timeout, no data shall be lost – automatic saves of data on a periodic basis that can be configured.
- 2.10.7 Mobile solution shall be independent of device operating system (i.e. modern browser base) or an app be made available in all major mobile device operating systems including but not limited to IOS, Android and Windows.
- 2.10.8 System shall be configured with a primary key generation for each transaction type. Such configuration may include integration with system project number obtained from the Airport Project Management system or be standalone.
- 2.10.9 All data generated for DFW shall be accessible and subject to the DFW policy see attached data policy reference.
- 2.10.10 System shall be capable of using electronic secure signatures for signoff and acceptance activities.
- 2.10.11 There shall be means to easily designate data to be archived.
- 2.10.12 Any archived data shall be accessible to the airport.

- 2.10.13 Upon termination of the contract, the Vendor shall provide all content in a format mutually agreed to and at no additional cost.
- 2.10.14 All fields shall have the capability for spell check.
- 2.10.15 All meta-data fields entered in the system may be subject of a search for online and offline data.
- 2.10.16 System shall provide means for document, attachment searches by name or any meta data associated.
- 2.10.17 System shall provide the means for document content search including but not limited to MS Word files, non-scanned PDF, test files, HTML files etc.
- 2.10.18 All report types shall be re-printable in the original format and data. For example, original dates of the report shall appear as they were when originally generated.
- 2.10.19 There shall be no restrictions on the number of items associated to an address, Consultant or any other field.
- 2.10.20 The system shall be configured to perform basic error checking including things like not issuing multiple permits/inspections for the same activity, conflicts etc.
- 2.10.21 All reports shall be configurable.
- 2.10.22 Only designated roles shall be allowed to change report formats.
- 2.10.23 Shall support configuration of the necessary directory structure needed to support attachments for the entire system.
- 2.10.24 Shall support override of directory structure configuration for individual projects for administrative roll.
- 2.10.25 All data may be exported to spreadsheets.
- 2.10.26 All audit data is permanently locked and not modifiable.
- 2.10.27 Any third-party software if applicable shall be licensed by the Vendor as part of the proposal package.

### **3 Technical Requirements**

- 3.1 The Vendor shall provide a system consistent with the technical specifications currently in place at the Airport. The Airport seeks a cloud-based system hosted, maintained by the Vendor, and available on a subscription basis with access available on the internet system. Other than the requirement that data shall be made available on demand to the Airport, there is no specific database technology that is desired as all database maintenance on the cloud system shall be the responsibility of the Vendor.
- 3.2 System availability is at 99.99% 7 days a week 365 days per year. Planned shutdowns for upgrades and maintenance do not fall into that window. Unplanned availability is approximately 53 minutes per year at 99.99% whereas a 99.9% availability allows for 530 minutes of unplanned availability. If you are unable to meet the higher threshold, please state that in your proposal.
- 3.3 System shall have a minimum dual data center location that are separate with real time capability to switch data center in the event one of the data centers is not available.
- 3.4 Such switch would have minimal perceptible impact to the Airport.
- 3.5 The Airport shall be able to ramp up the number of users on an ad hoc basis depending on the construction activity present at the Airport with no degradation of the perceived speed of the system.
- 3.6 The Vendor shall demonstrate backup and recovery capabilities at least once per calendar year at the request of the Airport in order to provide assurance that the systems are in place and operational.
- 3.7 The Vendor shall document and demonstrate business continuity and recovery operations at least twice per year as requested by the Airport in order to provide assurance to the Airport.
- 3.8 The Vendor shall provide an API and schema to enable programmatic access to the system that is consistent with the application business functions.

- 3.9 The Vendor shall provide a production environment.
- 3.10 The Vendor shall provide a test environment that matches the production environment and can be loaded with production data. This environment will serve as the environment from which new revisions and versions may be staged to allow the airport to test in advance of migration to the production environment.
- 3.11 The Vendor shall adhere to the Airport policies for Change Management and will follow Airport processes for moving new code releases to production either for upgrades or for production fixes.
- 3.12 As part of the subscription, all generally available version upgrades and revisions shall be made available to the Airport who shall have final say on the schedule for release to production.
- 3.13 All data in the system shall at all times remain available to the Airport and can be bundled in an agreed to format and sent to the Airport at the convenience of the Airport.
- 3.14 The Vendor shall provide a training site that mirrors the production site. This site could also be used to test integrations.

#### **4 Support and Training**

- 4.1 The Vendor shall provide Level 1, 2 and 3 support services for the application including but not limited to a toll-free number, and an email contact.
- 4.2 Level 1 support shall be available to all users of the system.
- 4.3 Level 2 and 3 supports shall be available to the designated Airport System Administrator.
- 4.4 Vendor shall provide a service level agreement to resolve issues raised on level 2 and level 3 support calls.
- 4.5 The service level agreement shall designate the time to acknowledge a ticket, resolve a ticket, reporting frequency and time for resolution depending on the severity of the ticket raised.
- 4.6 The airport standard for the SLA is for tickets to be designated as high, medium, low or informational only. High tickets mean that the system is largely not functional and work cannot be done. Medium is for a major function to be functioning improperly preventing a specific type of work for being done. Low tickets refer to minor defects and errors. The Airport expects that tickets designated as High, should be acknowledged within 30 minutes, resolved with 6 hours and be reported on every 2 hours. The Airport expects that tickets designated as Medium be acknowledged with 30 minutes, resolved with 24 hours and reported on every 24 hours. The Airport expects that tickets designated as low be acknowledged within 2 hours, be resolved with 120 hours and reported on every week. The hours listed are contiguous hours not business hours since the system is needed 24/7 365 days per year.
- 4.7 The Vendor shall provide an online help facility that all users may access for reference.
- 4.8 The help facility should be context sensitive.
- 4.9 The Vendor shall provide training by user role. At minimum, the training shall include user selected voice video that is annotated in short modules based on the specific activity involved.
- 4.10 Scheduled outages need to be communicated at minimum 72 hours in advance and be acknowledged by the Airport Administrator designate.

#### **5 Implementation Services**

- 5.1 The vendor shall proposed and describe the approach for the initial implementation of the system. Included in the proposal shall be:
  - 5.1.1 Proposed milestone schedule for implementation analysis through handover. The Airport believes that the project can be completed in at most 12 months; the desire is to have an aggressive yet attainable schedule.
  - 5.1.2 Proposed approach to scope including but not limited to necessary workshops needed, design documents, testing documents, training documents, agenda and status reporting. Note: There is

no restriction on where the tasks are performed. That being said, consideration will be made on proximity of project team during the implementation/testing and for support services.

- 5.1.3 The project implementation will report to the Airport Project Management Office and the designated Project Manager.
- 5.1.4 The Airport Project Manager may require a periodic meeting to assess project status, deal with project issues and risks and direct the activities of the Vendor insofar as to best complete the implementation. Our experience is that face to face contact during the implementation has a positive effect on the implementation overall and that such considerations would be scored higher than a proposal having no face to face contact.
- 5.1.5 During implementation period, the designated Project Manager will provide an acceptable level of onsite presence approved by the Airport Project Manager and typically at least 50% of the time needed for implementation.
- 5.1.6 All requirements gathering sessions, test sequences any other interactions with Airport stakeholders during implementation shall be onsite unless agreed to by the Airport Project Manager during the implementation period.
- 5.1.7 The Vendor shall provide design documents, test plans, test cases, training plans and training necessary to complete the project. The Airport must approve all documents prior to execution and acceptance of the actual deliverable. A minimum of 10 working days shall be planned for the submission and review of such deliverables with time allocated for any changes needed.
- 5.1.8 The project shall complete a User Acceptance Test (UAT) that is signed off by the Airport.
- 5.1.9 Upon completion of the UAT, a 30-day Endurance Test shall be conducted. The Endurance test must execute for 30 days without a high or medium level ticket for the project to be considered accepted with final payment authorized. If a high or medium level ticket is found, the ticket must be resolved and the 30-day Endurance period will restart.
- 5.1.10 The Vendor shall be required to convert any existing permit data from the program currently being used created within five calendar years prior to the vendor's program being utilized. The legacy system in use at the Airport is Impact. This is an antiquated, non-supported system. The Database is 107GB. A breakout of the tables and document, number of rows, average space per table and average row length is available. The implementation partner is expected to perform the export of the existing solution and should build that into the proposal.
- 5.1.11 Integration shall be created to the following Airport systems:
  - 5.1.11.1 Contact Management System
  - 5.1.11.2 Human Resources System
  - 5.1.11.3 Bluebeam Plan Review to schedule an inspection
  - 5.1.11.4 Project Lifecycle Management Oracle Unifier
  - 5.1.11.5 Master scheduler system Oracle P6 Primavera
  - 5.1.11.6 Financial system Oracle eBusiness Suite
  - 5.1.11.7 ESRI based GIS
  - 5.1.11.8 Business Intelligence application (i.e. MicroStrategy, Tableau)

Generally speaking, integrations may require information from the Permit system to the subject system and or vice versa. Examples might be using demographic information from a Contact Management system in the Permit system to reduce the data entry needed, assigning permit inspections from the HR system to insure a more accurate list of inspectors assigned, providing plans to the permit system and ingesting redline markups to the permit system to and from the Bluebeam application, submitting inspection results to the Airport project management system in Unifier, Scheduling inspections through the Airport project scheduler P6 Primavera, collecting permit fees for financial reporting through the Airport financial system in Oracle eBusiness Suite, providing GIS maps to the permit system from the

Airport GIS in ESRI, extracting data from the permit system for overall reporting in the Airport business intelligence module in MicroStrategy.

Integrations will be specified during the implementation. List any assumptions that are based on your past experience including where it would make business sense for 1-way versus 2-way integrations.

**END OF SPECIFICATIONS / SCOPE OF WORK**



## DFW Data Policy

DFW wholly owns all system data. The vendor is responsible for providing DFW Airport unrestricted access to the data for retrieval. Vendor will be responsible for the following prior to the delivery of the system or as defined by DFW Airport:

1. Providing either direct access to their database or APIs or feeds to get the data at a frequency determined by DFW Airport
2. Providing support to understand data which includes as applicable:
  - Entity Relationship Diagram (ERD)
  - Application Integration Protocols
  - Application Programming Interfaces
  - Unified Modeling Language (UML) diagrams of objects
  - Business process models
  - Reference Architecture
  - Out of the box adapters or accelerators
  - Data Catalog
  - Data Glossary/Data Dictionary
  - Sample reports for understanding the data

In the event of contract termination, DFW Airport will be provided a complete set of all data in a format of its choosing. The service provider will support transfer of data to another service as identified by DFW Airport.

Vendor shall comply with:

- (a) all applicable federal, state, and local laws, rules, regulations, and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of DFW Airport Board's Confidential Data.
- (b) all applicable industry standards concerning privacy, data protection, information security, including, without limitation, ISO 27002 published by the International Organization for Standardization (ISO) and by the National Institute of Standards and Technology (NIST) SP800-53.
- (c) All applicable Airport Board policies & provisions of the DFW Airport Board 's privacy notice posted on [www.DFW.com](http://www.DFW.com) and any other DFW privacy policies, statements or notices that are provided to vendor in writing.

The above provisions in clauses (a), (b), and (c) are collectively referred to herein as the "Security Compliance Requirements").

Any DFW Airport Board's Confidential Data provided by DFW or its employees, agents, consultants or contractors, obtained, procured, used or accessed by vendor in DFW Airport Board's name or on DFW's Airport Board's behalf, shall at all times be and remain the sole property of DFW Airport Board and vendor shall not have or obtain any rights therein.

Audit and Assessment Reports:

If requested by DFW Airport Board, vendor agrees to promptly provide DFW Airport Board any documentation to support vendor's information security and data privacy practices such as but not limited to SSAE16/SOC II Report and other security assessment reports.

## **Attachment to Scope of Work**

Inspection List as required for Certificate of Occupancy, Certificate of Completion and Permit Close-Out:

### **Building:**

1. Building Wall Framing
2. Building Above Ceiling
3. Building Masonry
4. Building Roofing Final
5. Building Final
6. Building Energy / Insulation
7. Roof Rough-in
8. Energy Final

### **Electrical**

1. Electrical Temporary Service
2. Electrical Underground Conduit / Duct Bank
3. Electrical Underground Data / Communication Conduit / Duct Bank
4. Electrical Light Pole Base
5. Electrical Rough-in
6. Electrical Above Ceiling
  - a) Electrical Service
  - b) Electrical Switchgear / Panelboards
  - c) Electrical Grounding
  - d) Electrical Final

### **Plumbing:**

1. Plumbing Underground
2. Plumbing Rough Below Floor
3. Plumbing Top-Out
4. Domestic Water Pressure Test
5. Non-Potable Water Pressure Test
6. Natural Gas Pressure Test
7. Natural Gas Underground Pressure Test
8. Roof Drain Pressure Test
9. Plumbing Demolition
10. Plumbing Gas Test
11. Grease Interceptor Test
12. Oil Sand Separator Test
13. Sanitary Sewer Tie-In
14. Domestic Water Tie-In
15. Storm Drain Tie-In
16. Med Gas Rough In
17. Condensate Drain
18. Plumbing Above Ceiling
19. Water Heater
20. Heat Trace Inspection
21. Backflow Certification
22. Backflow Test Report

23. Domestic Water Sample
24. Access Door Inspection
25. Plumbing Final

### Mechanical:

1. Chilled Water Piping Underground
2. Chilled/Heating Water Pressure Test
3. Chilled/Heating Water Insulation
4. Metal Duct Rough
5. Grease Duct Rough
6. Grease Duct Light Test
7. Exhaust Duct Rough
8. Mechanical Above Ceiling
9. Condensate Drain
10. Duct Insulation
11. Equipment Change-Out
12. Refrigerant Piping
13. Natural Gas Pressure Test
14. Natural Gas Underground Pressure Test
15. Type I Hood Installation
16. Type II Hood Installation
17. Stainless Duct Rough
18. Heat Trace Inspection
19. Access Door Inspection
20. Mechanical Final

### Accessibility:

1. Space allowance and reach ranges
2. Accessible routes
3. Doors
4. Drinking fountains
5. Water closets
6. Toilet stalls
7. Handrails and grab bars
8. Signage
9. Parking and passenger loading zones
10. Curb ramps

### Building:

1. Space allowance
2. Accessible routes
3. Travel Distances
4. Doors
5. Handrails and grab bars
6. Signage

### Civil:

1. Curb and Gutter
2. Sidewalk
3. Storm Drains
4. Rebar Size and Placement

5. Slab-on Grade Pavements
6. Retaining Walls
7. Footings
8. Continuously Reinforced Concrete Pavement
9. Jointed Plain Concrete Pavement
10. Dowel size and spacing
11. Fence

#### Structural:

1. Structural Foundations
2. Structural Super Structures
3. Columns
4. Piers
5. Beams
6. Roofs
7. Concrete Tilt-Walls
8. Slab-on Grade Pavements
9. Retaining Walls
10. Pier Caps
11. Grade Beams
12. Footings
13. Masonry Walls
14. Elevated Decks
15. Post-Tensioned Decks
16. Continuously Reinforced Concrete Pavement
17. Jointed Plain Concrete Pavement

#### Traffic Control:

1. Inspect per Texas Manual on Uniform Traffic Control Devices (TMUTCD).
2. Inspect per AASHTO and TxDOT Standards.
3. Roadside Design Guide – Inspection of clear zone guidelines and concepts.
4. Inspection of traffic control signals, installation and operation.
5. Inspection of Signs and Pavement Markings.
6. Inspection of Maintenance of Traffic (MOT) designs and construction staging adjacent to a public right of way.
7. Inspection of construction Maintenance of Traffic (MOT) designs within the public right-of-way.
8. Inspection of traffic signal timing and coordination system designs.
9. Inspection of traffic control signs and pavement markings.

#### DPS:

1. Hazardous Materials Storage \*24 hr.
2. Piping & Pressure Test \*24 hr.
3. AST or UST removal \*24 hr.
4. Combustible liquid generator \*24 hr.
5. Dry System Flush \*24 hr.
6. Dry Sprinkler Air Test \*24 hr.
7. Fire Sprinkler above Ceiling \*24 hr.
8. Fire Sprinkler Hydrostatic Test \*24 hr.
9. Fire Sprinkler Trip / Flow Test \*24 hr.
10. Fire Riser Flow Test \*24 hr.
11. Alt Fire Extinguishing Systems Test \*24 hr.

12. Fire Alarm Wiring \*24 hr.
13. Fire Alarm Acceptance Test \*24 hr.
14. Fire Hydrant Flow Test \*24 hr.
15. Elevator Acceptance Test \*24 hr.
16. Smoke Control Devices \*24 hr.
17. DPS Fire & Life Safety Final \*24 hr.
18. Fire Pump Test \*24 hr.
19. DPS Security

**ITS:**

- 1 ITS PA/VE System
- 2 ITS Fire Alarm Conduit

## **SPECIAL PROVISIONS**

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### **1 ANTI-CORRUPTION COMPLIANCE**

- 1.1 Contractor represents and warrants that it has not taken and will not take any action that would constitute a violation of the U.S. Foreign Corrupt Practices Act ("FCPA") and/or any anti-corruption law and/or regulation of any country for which the Contractor conducts services for the Board. In furtherance of the FCPA compliance obligations, at no time during the term of the Contract, will the Contractor pay, offer, give or promise to pay or give, any monies or any other thing of value, directly or indirectly to: (a) any officer or employee of any government, or any department, agency or instrumentality of any government; (b) any other person acting for, or on behalf of, any government, or any department, agency or instrumentality of any government; (c) any political party or any official of a political party; (d) any candidate for political office; (e) any officer, employee or other person acting for, or on behalf of, any public international organization; or (f) any other person, firm, corporation or other entity at the suggestion, request or direction of, or for the benefit of, any of the foregoing persons. Contractor represents and warrants that: (i) it is not owned or controlled by, or otherwise affiliated with, any government, or any department, agency or instrumentality of any government; and (ii) none of its respective officers, directors, principal shareholders or owners is an official or employee of any government or any department, agency or instrumentality of any government.
- 1.2 Contractor agrees to complete a Certificate of Anti-Corruption Compliance attached hereto as an Exhibit of this Contract attesting adherence to certain provisions of this Contract and return such completed Certificate to the Board upon execution of this Contract and prior to December 31st of each calendar year of this Contract thereafter. Failure to timely complete and return the Certificate of Anti-Corruption Compliance is grounds for immediate termination of this Contract.
- 1.3 Contractor agrees to indemnify and hold harmless the Board from and against any and all cost, expense, claims, damage, or liability arising out of or resulting from or occurring in connection with a breach of this Section, in accordance with the terms of Section 12 of the General Terms and Conditions of this Contract.
- 1.4 Notwithstanding any other provisions contained in this Contract, if Contractor breaches any of the covenants set forth in this Section
  - 1.4.1 The Board may immediately terminate this Contract;
  - 1.4.2 The Board shall have a right of action against Contractor for the amount of any monetary payment or thing of value made or given by Contractor in breach of any of the above-mentioned covenants;
  - 1.4.3 All obligations of the Board to pay Contractor fees pursuant to this Contract shall cease forthwith; and
- 1.5 The Board may, at its sole discretion, rescind this Contract and Contractor shall immediately return to the Board all payments previously received by Contractor from the Board pursuant to this Contract.

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

- 2.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the Board shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Board to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from Board or its Authorized Representative.
- 2.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Board, its agents and

Authorized Representatives. The Contractor shall provide the Board with retrievals of computer-based records or transactions that the Board determines to be necessary to conduct the audit. There shall be no charge to the Board for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transaction stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrieval requested, within seven (7) calendar days.

- 2.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the Board's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. The Board shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.
- 2.4 The Contractor shall insert an item containing all these Audit provisions, including this paragraph, in all subcontracts hereunder except altered as necessary for the proper identification of the contracting parties and the Board under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.
- 2.5 In addition, where projects are funded wholly or in part by federal grants, the FAA, the Secretary and the Comptroller General of the United States or any of their duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of the recipient that are pertinent to grants received in accordance with CFR 49, Part 18, as it may be amended from time to time.
- 2.6 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract value audited, the cost of the Board's audit shall be paid by the Contractor.

### 3 **CONTRACT TERM**

- 3.1 This Contract, if awarded, shall be for an initial **Three (3) - year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Board's Vice President of Procurement and Materials Management Department, unless renewed under the provisions below.
- 3.2 This Contract, as executed, shall include the **options to renew for two ( 2 )** additional one (1) - year periods, under the same terms and conditions, with said options to be exercised solely at the Board's discretion.
- 3.3 In recognition of the potential for fluctuations of the Contractor's costs for the years subsequent to the initial contract period, a price adjustment for each succeeding year may be requested subject to the pricing or rates provided in the bid or proposal.
- 3.4 Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.

### 4 **CHARACTER OF WORKERS, METHOD AND EQUIPMENT**

- 4.1 The Contractor shall, at all times, employ sufficient labor and equipment for performing the Work to full completion in the manner and time required by this Contract, plans, and specifications.
- 4.2 All workers shall conduct themselves with a courteous demeanor and professional manner. Contractor shall immediately remove any worker from performance of work at Board premises when one or more of the following occur:
- 4.3 Neglect of duty.

- 4.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- 4.5 Theft, vandalism, immoral conduct or any other criminal action.
- 4.6 Selling, consuming possessing or being under the influence of intoxicants, alcohol, or illegal substances that produce similar effects while on duty.
- 4.7 Possession of a weapon on Airport property.
- 4.8 Organizing or participating in any form of gambling.
- 4.9 Misuse of equipment, computers or internet access.
- 4.10 All equipment that is proposed to be used on the Work shall be of sufficient size and in such functional condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the Work shall be such that no injury to previously completed Work, adjacent property, or existing airport facilities will result from its use.
- 4.11 When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract, plans, and specifications
- 4.12 When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used, unless others are authorized by the Board's Technical Representative. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request authority from the Board's Technical Representative to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given and executed, it will be on the condition that the Contractor will be fully responsible for producing Work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Board's Technical Representative determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment. The Contractor shall remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the Board's Technical Representative may direct. No change will be made in basis of payment for the Contract items involved nor in Contract time as a result of authorizing a change in methods or equipment under this subsection.

## **5 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK**

- 5.1 The Contractor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Contract. Neither acceptance of such Work by the Board, nor payment therefore, shall relieve the Contractor of this responsibility. If and when applicable, the Contractor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.
- 5.2 In addition, at its own expense, the Contractor shall:
  - 5.2.1 Take all precautions necessary per state regulations and/or OSHA Regulations to protect persons or property against injury or damages occurring as a result of its operations.
  - 5.2.2 Obtain all permits/licenses required to perform work or deliver products, including the Board's security requirements for Air Operations Area (AOA) badging regulations where applicable. Any cost for compliance shall be paid by the Contractor.
  - 5.2.3 Provide competent supervisors and workmen;
  - 5.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;



- 5.2.5 Perform the Work without unnecessarily interfering with Board operations;
- 5.2.6 Provide all vehicles and tools as necessary for its use; and
- 5.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

## **6 DELIVERIES OF PRODUCT(S)**

- 6.1 Delivery date is an important factor to the Board and may be required to be a part of each bid. The Board considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the Board at the specified delivery location.
- 6.2 All product(s) covered by this bid shall be delivered F.O.B. Destination DFW Airport, from point of assembly to the Dallas/Fort Worth area by railway freight or conveyed by truck or airfreight. The Board shall not be liable for any deliveries unless same has been received at the specified delivery location within the Dallas/Fort Worth International Airport, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Bidder until after the Board completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Bidder.
- 6.3 Delivery will be made only upon authorization of the Board's Technical Representative or Board's Vice President of PMM or designee, and shall be made if, as, and when required and ordered by the Board, at such intervals as directed.
- 6.4 Bidder warrants that all deliveries made under the Contract will be of the type and quality specified; and the Board's Vice President of PMM may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The Board shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.
- 6.5 Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Board's Vice President of PMM to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the Board over and above the bid price.
- 6.6 All materials delivered if required shall be free of any and all liens and shall upon acceptance thereof become the property of the Board, free and clear of any materialman's, supplier's, or other type liens.
- 6.7 Acceptance by the Board of any delivery shall not relieve the Contractor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the Board's right to request replacement of defective material.

## **7 DELIVERY LOCATION**

- 7.1 Unless otherwise directed by the specifications, order, or the Board's Technical Representative, the products to be furnished under this Contract shall be delivered to:  
  
DFW Airport Headquarters  
Procurement and Materials Management Department  
2400 Aviation Drive  
DFW Airport, Texas 75261
- 7.2 Successful Bidder may be required to provide notification of intent to deliver at least twenty-four (24) hours in advance of scheduled delivery. Unless otherwise agreed upon at time of notification, delivery must be accomplished between the hours of 8:00 a.m. and- 4:00 p.m., Monday through Friday (excluding Board-observed holidays).

## 8 INSURANCE PROVISIONS

### 8.1 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.

### 8.2 GENERAL REQUIREMENTS

8.2.1 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.

8.2.2 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.

8.2.3 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”***

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

8.2.5 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.

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

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

8.2.8 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.

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

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

### 8.3 REQUIRED COVERAGE AND LIMITS

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

8.3.1.1 All employees, leased or co-employees, independent contractors, and employees of subcontractors and vendors, occupants of the building as tenants, sub-tenants or sub sub-tenants, performing work for the Board, or entering upon the Board's premises, must be covered by Texas Workers' Compensation.

8.3.1.2 If Contractor is a sole proprietorship without employees and which will not be using any subcontractor(s) in the performance of the Contract Work, it may substitute the following for workers compensation insurance: The Contractor must provide the Board's Risk Management Department (Risk Management) with a Hold Harmless and Indemnification Agreement in the form attached in the "Proposal Response Forms" section.

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

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

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

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

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

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

8.3.3	<b>Business Automobile Liability</b>	
	<b>Combined Single Limit for Each Accident</b> .....	<b>\$500,000</b>

8.3.3.1 Coverage must apply to all vehicles (owned, non-owned, or hired) operating on our site/location, or transporting our people or property off our site, except vehicles operated by you or your employee(s) commuting in personal vehicles to our parking facilities, in which case you must only carry Employer's Non-Ownership coverage, (same limit), and ensure that such vehicle(s) are personally insured.

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

8.3.3.3 If your operations are solely a garage (vehicle maintenance and repair), you must carry Garage Liability, instead of Business Auto Liability, but the Garage Liability must not be limited to auto liability only, and the same limit applies.

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

8.3.5 **Cyber Security Liability Insurance (if exposure exists) .....\$1,000,000 per claim/aggregate**

The policy must cover liabilities for financial loss resulting or arising from acts, errors & omissions in rendering professional services; including, but not limited to, Third Party losses due to security failures in connection with technology services, internet professional services, security and privacy liability, technology errors and omissions; and, must include coverage for First Party Expenses including notification, credit monitoring, and credit repair services. The Policy must cover Contractor and all subcontractors / subconsultants of Contractor, individuals or other entities providing professional service concerning this Contract. The insurance coverage will include coverage for claims due to programming errors, software performance, or the failure of Contractor's work to perform according to the Contract and will be renewed or an extended reporting period provided, together totaling two years after work completed or expiration of this contract, whichever is later.

#### 8.4 ADDITIONAL REQUIREMENTS

- 8.4.1 If you are a crane/rigging operator or will hoist or move property of others in connection with our contract, you must have 'care, custody & control' exclusion deleted from your Commercial General Liability policy, or provide Rigger's Liability coverage at least equal to the highest replacement cost of materials to be hoisted or moved.
- 8.4.2 If your vehicles carry materials belonging to others in connection with our contract, you must carry Cargo Liability coverage, at least equal to the highest value of property to be carried on a single vehicle, with terminal coverage at least equal to the highest value of property at one terminal, owned or controlled by you.
- 8.4.3 If you will store, warehouse, or otherwise have custody of property belonging to others in connection with our contract, you must have Warehousemen's Liability, Bailee's Customers' Goods, Garage-Keeper's Legal Liability or equivalent coverage at least equal to the highest value of property in your custody.
- 8.4.4 If our contract calls for you to construct a structure, you must purchase and maintain "All-Risk" Builders Risk insurance for the full completed value of the structure and contents, including all changes and sufficient limit to fund full and immediate reconstruction under adverse conditions. This policy shall name **Dallas Fort Worth International Airport Board** as Loss Payee, as their interest may appear.
- 8.4.5 If you transport materials, equipment, machinery or furnishings to, or store such property on, our construction site, you must carry an "All-Risk" Installation Floater with coverage at least equal to the greatest concentration of value, (including the cost of transit, installation labor and testing).
- 8.4.6 If you use rented equipment or tools on our job site or premises, you must carry Rented Equipment coverage sufficient to repair or replace damaged equipment.
- 8.4.7 If your work involves administration of Airport Funds, you must furnish a Third Party Fidelity Bond that must remain in effect for the term of the contract, as modified and/or extended. The Board shall be named as "Obligee".
- 8.4.8 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.
  - 8.4.8.1 The General Contractor shall verify that such Subcontractors are in compliance with all contractual insurance requirements.
  - 8.4.8.2 The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.
  - 8.4.8.3 Access to the Air Operations Area will not be granted without verification of insurance coverage as required.

## 8.5 CERTIFICATION OF INSURANCE

- 8.5.1 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 [dfwcoi@dfwairport.com](mailto:dfwcoi@dfwairport.com) with your contract number and business name in the subject line. Please copy your contract administrator on email submissions. You shall cause your insurance data to be kept current with DFW Board for the period of time you are liable for your product or work, but not less than through the warranty period of our contract.
- 8.5.2 Fax or e-mail insurance certificates to the following:
- Email: [dfwcoi@dfwairport.com](mailto:dfwcoi@dfwairport.com)**  
**FAX: (972) 973-5651**
- 8.5.3 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.
- 8.5.4 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.
- 8.5.5 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.
- 8.5.6 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.
- 8.5.7 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.

## 9 NEW MATERIALS

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

## 10 SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS

**Notification is hereby given that a SBE contract specific goal has been established for this Contract. The Contractor/vendor has committed to Five percent (5%) SBE participation of the total dollar value of the implementation services phase only 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.**

### 10.1 GENERAL REQUIREMENTS

- 10.1.1 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.

- 10.1.2 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.
- 10.1.3 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.
- 10.1.4 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.
- 10.1.5 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.
- 10.1.6 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").
- 10.1.7 The Contractor shall maintain records, as specified in the Audit and Records Section of the Special Provisions in the contract, showing:
- 10.1.8 Subcontract/supplier awards, including awards to SBEs;
- 10.1.9 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.
- 10.2 ADMINISTRATIVE REQUIREMENTS
- 10.2.1 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.
- 10.2.2 The Contractor shall appoint a high-level official to administer and coordinate the Contractor's efforts to carry out its SBE contractual commitments.
- 10.2.3 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.
- 10.2.4 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.

### 10.3 GOALS AND GOOD FAITH EFFORTS

- 10.3.1 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.
- 10.3.1.1 Responsive; compliance with requirements. If a bid/proposal meets the contract-specific goal or shows an adequate good faith effort in accordance with the Policies, then BDDD shall notify the procuring department to regard the bid/proposal as responsive.
- 10.3.1.2 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.
- 10.3.1.2.1 *Informal meeting.* If BDDD finds the bid/proposal non-responsive in accordance with the above, the non-responsive bidder/proposer may request an informal meeting with the Vice President or designee within two (2) business days from the date that the Airport notifies the bidder/proposer of the inadequacy of the proposal. Such meeting shall be scheduled by BDDD. All deficiencies in the bid/proposer shall be explained to the bidder or proposer at such meeting after which the bidder/proposer shall be allowed to clarify the original documentation submitted. BDDD will at no time, however, allow additional information, documentation, certification certificates, subcontractors, joint venturers, suppliers, manufacturers, manufacturer's representatives or brokers that may later be added to the contract or to the original participation submitted at the time of the bid or proposal to be counted toward meeting of the project goal. If after this informal meeting the Vice President still finds the bid or proposal to be non-responsive, the Vice President or designee's decision shall stand with no further consideration.
- 10.3.2 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.
- 10.3.3 A Contractor cannot require exclusive subcontracting or teaming arrangements or agreements with subcontractors.
- 10.3.4 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.
- 10.3.5 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.
- 10.3.6 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:

- 10.3.6.1 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.
- 10.3.6.2 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);
- 10.3.6.3 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).
- 10.3.6.4 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.
- 10.3.6.5 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).
- 10.3.6.6 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.
- 10.3.6.7 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.

- 10.3.6.8 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.
- 10.3.6.9 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.
- 10.3.6.10 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.
- 10.3.6.11 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.
- 10.3.6.12 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.
- 10.3.6.13 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.
- 10.3.6.14 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.
- 10.3.7 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.
- 10.3.8 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.

- 10.3.9 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.

- 10.3.10 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.

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

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

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

10.3.10.1.3 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;

10.3.10.1.4 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

10.3.10.1.5 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

10.3.10.2 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.

#### 10.4 COUNTING SBE PARTICIPATION

10.4.1 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.

10.4.2 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.

- 10.4.3 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.
- 10.4.4 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.
- 10.4.5 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.
- 10.4.6 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.
- 10.4.7 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.
- 10.4.8 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.
- 10.4.9 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.
- 10.4.10 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
- 10.4.11 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).
- 10.4.12 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.
- 10.4.13 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.
- 10.4.14 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.
  - 10.4.14.1 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.

10.4.14.2 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.

10.4.14.3 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.

10.4.14.4 When a SBE is presumed not to be performing a commercially useful function as provided in this section, the SBE may present evidence to rebut this presumption. BDDD may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

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

10.4.15.1 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.

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

10.4.15.3 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.

10.4.15.4 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.

10.4.15.5 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.

10.4.15.6 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.

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

10.4.16.1 SBE Manufacturer

10.4.16.1.1 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.

10.4.16.1.2 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.

10.4.16.2 SBE Regular Dealer

- 10.4.16.2.1.1 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.
- 10.4.16.2.1.2 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.
- 10.4.16.2.1.3 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.
- 10.4.17 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.
- 10.4.18 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..
- 10.4.19 The Board reserves the right to reject the participation of a certified firm for credit towards meeting the Contract goal, in its sole discretion.
- 10.4.20 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.
- 10.4.21 The Contractor shall not count the participation of a SBE subcontractor toward the goal until the amount has been actually paid to the SBE.
- 10.4.22 The following expenditures to SBE firms may also count toward the SBE goal:
- 10.4.22.1 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.
- 10.4.22.2 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.

10.4.22.3 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.

## 10.5 CERTIFICATION

10.5.1 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.

10.5.2 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.

10.5.3 **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

10.5.4 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.

10.5.5 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.

10.5.6 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>

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

## 10.6 SBE UTILIZATION FORMS AND RELATED DOCUMENTATION

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

10.6.1.1 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

10.6.1.2 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.

10.6.1.3 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

10.6.1.4 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.

10.6.2 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."*

10.6.3 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.

10.6.4 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.

10.6.5 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.

#### 10.6.6 Alternative **Compliance Plan**

10.6.6.1 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:

10.6.6.1.1 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.

10.6.6.1.2 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.

10.6.6.1.3 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.

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

10.6.6.1.5 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.

10.6.6.2 At a minimum, a proposed Compliance Plan must:

10.6.6.2.1 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.

- 10.6.6.2.2 Provide a detailed program for community outreach and support to enhance SBE opportunities.
  - 10.6.6.2.3 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.
  - 10.6.6.2.4 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.
  - 10.6.6.2.5 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.
  - 10.6.6.2.6 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.
  - 10.6.6.2.7 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.
  - 10.6.6.2.8 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.
  - 10.6.6.2.9 Recommend methods for supporting BDDD administration and oversight of the Compliance Plan.
  - 10.6.6.2.10 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.
  - 10.6.6.2.11 Set forth a detailed methodology for final reconciliation of participation performance, measured against the established goal and plan close out.
- 10.6.7 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.

## 10.7 PAYMENT

- 10.7.1 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.
- 10.7.2 All Contractors must comply with the Texas Prompt Pay Act (Chapter 2251; Texas Government Code) in paying all sums, including retainage withheld from subcontractors, to subcontractors, subconsultants, vendors, materialmen, suppliers and similar persons or entities, including paying such persons or entities within 10 days of receiving payment from the Board their appropriate share of such payment. No Contractor that has received payment of an undisputed amount from the Board may withhold from any subcontractor its undisputed appropriate share of such payment.

- 10.7.3 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:
- 10.7.3.1 the percentage amount of retainage withheld/released;
  - 10.7.3.2 the schedule for withholding/releasing retainage;
  - 10.7.3.3 the phased release of retainage according to any phased completion (substantial/final) of portions of the project;
  - 10.7.3.4 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);
  - 10.7.3.5 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).
- 10.7.4 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.
- 10.7.5 DFW encourages all Contractors and their subcontractors, subconsultants, vendors, materialmen, suppliers and similar persons or entities to make payment of invoices submitted to them more expeditiously than required under the Texas Prompt Pay Act.
- 10.7.6 Payment by a Contractor in violation of the terms of the Contract or applicable law will constitute a material breach of this Contract.
- 10.7.7 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.
- 10.7.8 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.
- 10.7.9 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.

10.7.10 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.

10.7.11 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.

10.7.12 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.

## 10.8 MODIFICATIONS OR SUBSTITUTIONS

10.8.1 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.

10.8.2 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.

10.8.3 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.

10.8.4 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.

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

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

- 10.8.5.2 The listed SBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
- 10.8.5.3 The listed SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.
- 10.8.5.4 The listed SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state law.
- 10.8.5.5 BDDD has determined that the listed SBE subcontractor is not a responsible contractor.
- 10.8.5.6 The listed SBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal.
- 10.8.5.7 The listed SBE subcontractor is ineligible to receive to receive credit for the type of work required.
- 10.8.5.8 The SBE owner dies or becomes disabled with the result that the listed SBE subcontractor is unable to complete its work on the Contract.
- 10.8.5.9 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**.

- 10.8.6 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.
- 10.8.7 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.
- 10.8.8 If the Contractor proposes to terminate or substitute a SBE subcontractor for any reason, the Contractor must make good faith efforts as defined herein to find a substitute SBE subcontractor for the original SBE to meet its SBE contractual commitment. Its good faith efforts shall be directed at finding another SBE to perform or provide at least the same amount of work, material or service under the Contract as the original SBE to the extent necessary to meet its SBE contractual commitment. The Contractor may also find additional SBEs and/or adjust the current/projected SBE participation to meet its SBE contractual commitment.
- 10.8.9 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.
- 10.8.10 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.
- 10.8.11 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.

## 10.9 COMPLIANCE AND ENFORCEMENT

- 10.9.1 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.

- 10.9.2 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.
- 10.9.3 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.
- 10.9.4 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.
- 10.9.5 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.
- 10.9.6 If Contractor is in breach of any of the Program requirements, the Board may exercise any of following remedies, in addition to any other remedies available to it under this Contract or at law or in equity:
  - 10.9.6.1 withholding funds payable under this Contract, including, but not limited to, funds payable for work self-performed by the Contractor or applicable retainage;
  - 10.9.6.2 temporarily suspending, at no cost to DFW, Contractor's performance under the Agreement/Contract;
  - 10.9.6.3 termination of the Agreement/Contract;
  - 10.9.6.4 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.
- 10.9.7 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.

## **11 WARRANTY INFORMATION**

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

## **END OF SPECIAL PROVISIONS**

## **GENERAL TERMS AND CONDITIONS**

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### **1 ASSIGNMENT**

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

### **2 CHANGES IN CONTRACT**

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

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

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

### **4 COMPLIANCE WITH LAWS**

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

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

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

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

## 6 CONTRACTING PROHIBITIONS: AS REQUIRED BY STATE LAW

6.1 **Proposal Rejection:** Board will reject any bid from a bidder that:

6.1.1 Boycotts Israel;

6.1.2 Contracts with or provides supplies or services to a foreign terrorist organization;

6.1.3 Engages in certain scrutinized business operations in Sudan, Iran or with a designated foreign terrorist organization; or

6.1.4 Has been complicit in the Darfur genocide during any preceding 20-month period. <sup>1</sup>

6.2 **"Boycott Israel" Defined:** "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

6.3 **Verification:** Each Proposer must execute and submit with its proposal the verification included. That verification will:

6.3.1 Form a material part of its proposal; and

6.3.2 Will be incorporated into any awarded contract.

## 7 DELIVERY / PERFORMANCE OF SERVICES

7.1 Performance will be made only upon authorization of the Board's Vice President of PMM and shall thereafter be made if, as, and when required and ordered by the Board.

7.2 Performance shall be at the location identified in the Contract or purchase order. When no location is specified, the Board's Technical Representative will provide direction.

7.3 The scope of this contract and requirements of the Board as shown in the contract specifications and bid shall not be considered as binding on the Board, and the work actually may be less than or greater than projected.

7.4 Bidder warrants that all work under the contract will be of the type and quality specified, and the Board's Vice President of PMM or designee, may reject, and/or refuse work that falls below the quality required in the specifications.

7.5 Failure by the Contractor to make reasonable progress as and when requested shall entitle the Vice President of PMM or designee, to seek work from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the Board over and above the bid price.

7.6 All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the Board, free and clear of any materialman's, supplier's, or other type liens.

7.7 All work performed under this Contract, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type contract.

7.8 Authorized Board personnel on a routine basis will make inspections. The Contractor must correct any deficiencies in the work performance disclosed during such inspections following receipt of notification. Continued failure to take such corrective actions could, at the Board's discretion, lead

to termination of the Contract.

- 7.9 Failure of Contractor to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Contractor in default.
- 7.10 Acceptance by the Board of any delivery shall not relieve the Contractor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the Board's right to request replacement of defective material.
- 7.11 The Contractor shall at all times when Work is in progress be represented in person, either by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Board.

## **8 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.

## **9 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE):**

- 9.1 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.
- 9.2 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.

## **10 FINANCIAL INTEREST**

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

## **11 FISCAL YEAR FUNDING**

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

## **12 FORCE MAJEURE**

Neither Contractor nor the Board shall be responsible or deemed to be in default of its obligations



to the other to the extent any failure to perform or delay in performing its obligations under this Contract is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "force majeure events"). For purposes of this Contract, force majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the force majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The Board shall not be responsible for payment for any product or service delayed or foreclosed by any force majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the Board from canceling or terminating this Contract (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this Contract.

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

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

#### 14 INDEPENDENT CONTRACTOR

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

#### 15 JURISDICTION

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

#### 16 NON-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.

#### 17 NON-DISCRIMINATION

17.1 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.

#### 17.2 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.

#### 17.3 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:

- 17.3.1 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.
- 17.3.2 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.
- 17.3.3 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.
- 17.3.4 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.
- 17.3.5 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:
  - 17.3.5.1 Withholding payments to the contractor under the contract until the contractor complies; and/or
  - 17.3.5.2 Cancelling, terminating, or suspending a contract, in whole or in part.
- 17.3.6 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.
- 17.3.7 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:
  - 17.3.7.1 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);
  - 17.3.7.2 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);

- 17.3.7.3 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);
- 17.3.7.4 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;
- 17.3.7.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- 17.3.7.6 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);
- 17.3.7.7 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);
- 17.3.7.8 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;
- 17.3.7.9 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);
- 17.3.7.10 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;
- 17.3.7.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 17.3.7.12 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.*)

## **18 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.

## **19 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.

## **20 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.

## **21 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.

## **22 SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION**

- 22.1 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.
- 22.2 Additional SBE Program requirements, if any, shall be included in the Special Provisions Section of this Contract.
- 22.3 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.

## **23 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.

## **24 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.

## **25 TEMPORARY SUSPENSION OF THE WORK**

- 25.1 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.

- 25.2 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.
- 25.3 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.

## **26 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.

## **27 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.

## **28 TERMS OF PAYMENT**

- 28.1 Terms of payment to the successful Bidder will be contingent upon the terms provided in the Contract and based on invoices submitted to and approved by the Vice President of PMM or designee. Invoices shall be fully documented in accordance with the specifications. If no specific payment terms are stated, the terms shall be Net 30.
- 28.2 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.
- 28.3 Invoices will be paid following delivery and acceptance unless special arrangements are made through the Vice President of PMM for partial payment or progress payments. Progress payments will be made following receipt of a valid invoice submitted by the Contractor. Invoices must reflect only the amount due for accepted portion of the services performed, materials, and equipment furnished for the period covered by each invoice.
- 28.4 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.

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

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

USE ONLY ONE METHOD OF INVOICE DELIVERY

**29 THIRD-PARTY BENEFICIARY CLAUSE**

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

**END OF GENERAL TERMS AND CONDITIONS**

**PROPOSAL RESPONSE FORMS**

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

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

**1 PROPOSAL PRICING: See Attached Pricing Sheet for Permit and Inspection Management System**

**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 CONTRACTING PROHIBITIONS VERIFICATION**

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I, \_\_\_\_\_, on behalf of proposer, verify that:  
(Authorized Official)

- 1) Bidder does not engage in any of the activities listed in the clause entitled "Contracting Prohibitions: As Required by State Law" set forth in the solicitation documents and contract; and
- 2) This verification will apply to any contract awarded to bidder.

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

**Bidder:**  
\_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Notary Public (Seal)**

**My Commission Expires:** \_\_\_\_\_

<sup>1</sup>See Texas Government Code; Chapter 2252; Subchapter F; Prohibition on Contracts with Certain Companies (including Section 2252.152 and 2252.153); Chapter 2270; Prohibition on Contracts with Companies Boycotting Israel; and Chapter 2270; Prohibition on Investing Public Money in Certain Investments (including Sections 2270.0001, 2270.0052, 2270.0102 and 2270.0152).

#### 4 INSURANCE REVIEW VERIFICATION

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

Yes       No

4.2 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

#### 5 SUBCONTRACTOR AGREEMENT VERIFICATION

5.1 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

**6 ORGANIZATIONAL SUMMARY INFORMATION**

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1. PROPOSAL FIRM: \_\_\_\_\_

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

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

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

5. Optional Information:

- 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:  
  
\_\_\_\_\_

## 7 WORK FORCE COMPOSITION

NAME OF BIDDING FIRM / CONTRACTOR

DATE

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

### Definitions in accordance with Equal Employment Opportunity (EEO)

<b>American Indian or Alaskan Native</b>	A person having origins in any of the original peoples of North America, and who maintain their culture through a tribe or community
<b>Asian or Pacific Islander</b>	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.
<b>Black</b>	A person having origins in any of the black racial groups of Africa.
<b>Hispanic</b>	A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
<b>White</b>	A person with origins in Europe, North Africa, or the Middle East.

### REMARKS:

Oct-09

**8 COMMITMENT TO SMALL BUSINESS ENTERPRISE (SBE)**

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**PARTICIPATION FORM**

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

The SBE goal for Solicitation/Contract # 7006756 is 5%.

**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<sup>1</sup> 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 10/2015

<sup>1</sup>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.

**9 SCHEDULE OF SUBCONTRACTORS<sup>1</sup> (PRELIMINARY)**

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<sup>3</sup> (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.

Name of Subcontractor(s)	Certification Status <sup>2</sup> (check the applicable)				Market Area <sup>3</sup> County	Description of Material or Service Being Provided or Performed	Dollar Amount and Percentage of Work	
	SBE	MBE	WBE	NON			\$\$\$	%
	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							
	<b>Total Dollar Amount &amp; Percentage of Work</b> (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: \_\_\_\_\_

<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.

# 10 SCHEDULE OF SUBCONTRACTORS<sup>1</sup> (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<sup>3</sup> (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.

Name of Subcontractor(s)	Certification Status <sup>2</sup> (check the applicable)				Market Area <sup>3</sup> County	Description of Material or Service Being Provided or Performed	Dollar Amount and Percentage of Work	
	SBE	MBE	WBE	NON			\$\$\$	%
	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							
	<b>Total Dollar Amount &amp; Percentage of Work</b> (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: \_\_\_\_\_

<sup>1</sup> 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.  
<sup>2</sup> 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.  
<sup>3</sup> 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.

**11 INTENT TO PERFORM CONTRACT AS A SBE SUBCONTRACTOR<sup>1</sup>**

(Rev 05/01/2018)

Submission of the **Intent to Perform as a SBE Subcontractor** form for each SBE firm shall constitute a representation by the Prime Contractor to the Airport Board that it believes such SBE to be certified as a SBE to perform the work as designated, the SBE has a place of business in the Airport Board's market area and the SBE is not affiliated with the Contractor as defined herein. It shall also represent a commitment by the Contractor that if it is awarded the Contract, it will enter into a subcontract with such SBE for the work described at the approximate price and percentage set forth.

<b>PRIME CONTRACTOR / CONSULTANT</b>			
Contract / Solicitation Number:			
Name of Prime Contractor:			
Address, City, State and Zip Code:			
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:		Title:	
E-Mail Address:		Phone Number:	
<b>DECLARATION OF PRIME CONTRACTOR</b>			
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 below. Except as authorized by the Vice President of Business Diversity & Development Department or his designee, the undersigned shall enter into a formal agreement (which shall include all audit and records provisions required by the Board) 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 Prime Contractor:		Date	
<b>SBE SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER AT ANY TIER</b>			
The Airport requires that small business enterprises be certified as SBEs by an approved certification agency as defined in the SBE Program Policy and Procedures. Effective 10/1/12, in addition to having a valid certification, SBEs must have a place of business in the Airport's market area <sup>1</sup> at the time of bid/proposal submission for credit towards meeting a contract goal.			
The undersigned SBE subcontractor has a place of business in the Airport's market area.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned SBE subcontractor is not affiliated with the Prime Contractor as defined in the SBE Program Policies and Procedures.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of SBE Subcontractor:			
Address, City, State and Zip Code:			
Contact Person:			
E-Mail Address:		Phone Number:	
Scope of Work: (where applicable specify "supply" or "install" or both)			
Price:			
SBE Certification #:		Certification Agency:	
Percentage (%) of the proposed subcontract described above will be sublet and/or awarded to a Non-SBE subcontractor.		_____ %	
If the SBE shown above is not a direct first tier subcontractor, subconsultant or supplier to the Prime Contractor shown above, please indicate the name of the subcontractor, subconsultant or supplier <u>and</u> tier level that will be utilizing your participation for SBE credit.			
<b>DECLARATION OF SBE SUBCONTRACTOR</b>			
I HEREBY DECLARE AND AFFIRM that as a duly authorized representative of the Subcontractor stated above, the facts and representations contained in this form are true. The undersigned affirms that the Prime Contractor has no ownership or financial interest in the SBE subcontracting firm stated above. I also agree, for good and valuable consideration (including the opportunity to participate in this solicitation as a proposed subcontractor), the receipt and sufficiency of which is hereby acknowledged, that if the Subcontractor performs any work for the Prime Contractor as the result of a contract awarded to the Prime Contractor for this solicitation, the Subcontractor will maintain and the Board shall have the right to examine and make copies of all records, documents, books, statements, checks, invoices, and any other supporting evidence deemed necessary by the Board to substantiate compliance with the terms of this Contract, including any Change Orders. Such right of examinations shall include, but not be limited to, reasonable access to and cooperation by all Subcontractor personnel. Subcontractor agrees to provide the Board with retrievals of computer-based records or transactions that the Board determines to be necessary to conduct any audits. Subcontractor agrees that there shall be no charge to the Board for Subcontractor's costs of providing records, documents, and assistance for audits, and to provide to the Board within seven (7) calendar days all records, documents, retrievals, and other assistance requested.			
Signature of SBE Subcontractor		Date	

<sup>1</sup> 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.

**12 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).

<b>GOOD FAITH EFFORT FACTORS</b>
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.
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);
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).
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.
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).
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.

<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>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 recruitment and placement of D/S/M/WBEs.</p>
<p>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.</p>
<p>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.</p>

**FOR DFW BUSINESS DIVERSITY & DEVELOPMENT USE ONLY:**

Plan Reviewed by: \_\_\_\_\_

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

Signature of D/S/M/WBE Liaison: \_\_\_\_\_

Recommendation: Approval: \_\_\_\_\_ Denial: \_\_\_\_\_

(rev 09/01/15)

**13 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.

ADD	DELETE	COMPANY NAME	TRADE	D/S/M/WBE STATUS	DOLLAR AMOUNT	INTENT TO PERFORM

**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 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.
- \_\_\_\_\_ Procurement & Materials Management Dept.

\_\_\_\_\_  
Vice President or Designee  
Business Diversity & Development Dept.

**14 INSURANCE AFFIDAVIT**

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Dallas Fort Worth International Airport Board Solicitation No. 7006756

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. 7006756, and said insurance shall be provided without change to the prices offered.

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

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

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

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

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***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. 7006756. 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: \_\_\_\_\_

**15 BUSINESS DISCLOSURE FORM**

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

**Information about Entity Submitting Bid/Proposal/Offer  
(This information must match the information provided on the Bid/Proposal/Offer.)**

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

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

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

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

Form Revised 10/13

16 **PROPOSAL ENDORSEMENT FORM**

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

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

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

PROPOSAL FOR SOLICITATION NO. 7006756

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)