REQUEST FOR BEST VALUE BID

Solicitation No. 7006967
Organic Waste Sortation & Collection Services

Bid Opening and Deadline for Bid Submittal:
July 7, 2020 at 2:00 p.m.(Central Time)

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

Best Value Bid will not be opened publicly and read aloud.

Airport Board Contact:

Christian Brewer
cbrewer@dfwairport.com

Mail or Deliver Complete Bid Package To:
Procurement and Materials Management
DFW International Airport
Delivery Address: 2400 Aviation Drive
Mail Address: P.O. Box 619428
DFW Airport, TX 75261-9428

A Pre-Bid Conference Will Be Held Virtually
Date and Time: June 17, 2020 At 2:00 P.M.
Location: Microsoft Teams. Contact cbrewer@dfwairport.com to RSVP and receive a link to join.
DFW AIRPORT HEADQUARTERS
LOCATION MAP
SOUTHGATE PLAZA

Figure 1-1: South Gate Plaza District Location Map

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

1 GENERAL DESCRIPTION

The DFW Innovation, Concessions, and Environmental Affairs Department (EAD) teams are interested in deploying a turn-key approach to the assessment and services of diverting pre and/or post-consumer waste from its current waste stream.

2 SCHEDULE OF EVENTS

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

RFB Advertise Dates: ....................June 7, 2020 & June 14, 2020
RFB Release Date: .....................June 8, 2020
Pre-Bid Conference: .................June 17, 2020, 2:00 P.M. (Central Time)
Deadline for Questions: ..............June 22, 2020, 5:00 P.M. (Central Time)
Bid Due Date and Time: ..............July 7, 2020, 2:00 P.M.(Central Time)
Board Approval Date: ...................September 3, 2020
Notice to Proceed October 2020

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: 0 %

5 APPLICABLE LAWS

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

6 RECEIPT OF REQUEST FOR BID DOCUMENT

If you obtained this RFB document by notification through a newspaper advertisement or from our website, or you want to modify your contact information, please contact the Airport Board Contact person identified on the front cover. Please include your contact information and if you are interested as a prime or 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" located in Exhibit A 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.


IMPORTANT REQUIREMENT FOR BID / PROPOSAL SUBMITTAL

Bid/Proposal submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Therefore, please affix the label below to the outside of the sealed bid/proposal submittal package(s). If the delivery service used (i.e. FedEx, UPS, courier, etc.) does not permit this label to be affixed on the outside of their delivery box or envelope, then the bidder/proposer must seal the contents of their bid/proposal and affix this label on the sealed package before they place that package in the box or envelope provided by the delivery service.

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

DFW AIRPORT BID / PROPOSAL SUBMITTAL LABEL

Bid / Proposal Number: 7006967
Bid / Proposal Name: Organic Waste Sortation & Collection Services
Due Date and Time:
Company Name:
Contact Name:
Company Address:
Telephone Number:
Email Address:
NO BID FORM

NO BID/PROPOSAL INFORMATION FORM

SOLICITATION NO. 7006967

SOLICITATION TITLE: Organic Waste Sortation & Collection Services

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

Christian Brewer
Dallas/Fort Worth International Airport Board
Fax: 972-973-1102 / Email: cbrewer@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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BID INSTRUCTIONS AND REQUIREMENTS

A Bid is requested by the Dallas/Fort Worth International Airport Board (herein called Board). The Board will accept separate sealed bids until the deadline for bid submittal. Best Value bids received will not be publicly opened and read aloud.

1 DEFINITIONS

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

2 CONTACT INFORMATION

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

3 PRE-BID CONFERENCE

3.1 If a Pre-Bid conference is held, it shall be held at the time, date and place identified on the Cover of this Request for Bid and shall be open to all interested parties for the purpose of discussing the requirements of the solicitation and/or to inspect the location where Work is to be performed. All Prospective Bidders are strongly encouraged to attend.

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

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

4 ADDENDA AND CLARIFICATIONS

4.1 The Board may, at its sole discretion, elect to issue changes to the Bid Solicitation. The Board will issue changes in the form of a written addendum. Written addenda shall be the ONLY FORM of amendment to the Solicitation. Other written information or verbal communications, including but not limited to discussion in a Pre-Bid conference, shall not constitute a change to the requirements of the Solicitation. Addenda, if issued, will be posted on the Board’s website (dfwairport.com/business/solicitations) prior to the date and time of the Due Date.

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

4.3 Clarification to the solicitation will be issued separately and will not become part of the final contract.

5 SMALL BUSINESS ENTERPRISE (SBE)

5.1 The Board strongly encourages SBE (Small Business Enterprise) firms to participate in this solicitation and encourages joint venture Bids that include SBE-certified firms.

5.2 SBE prime Contractors can count their self-performance toward meeting the SBE goal, but only for
the scope of work and at the percentage level they will self-perform.

5.3 Bidders are directed to review the Special Provisions (Exhibit B) and the related forms for specific goals and compliance requirements.

5.4 SBE Certificates for prime and/or subconsultants. Be sure that the certificates confirm certification as a Small Business Enterprise (SBE); other certifications, such as Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Historically Underutilized Business (HUB), are not acceptable. Companies may hold multiple certifications, but one of those certifications must be as a SBE from an authorized certification agency.

6 BID PREPARATION

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

6.2 Completing the Business Disclosure Form:

- List your entire legal business name on the form.
- If you are a corporation, limited partnership, limited liability partnership or limited liability company, your legal business name should include that designation or an abbreviation of that designation.
- If the mailing address is the same as the business address write, “same” in the space under mailing address. Do not copy the mailing address or leave blank.
- Under business structure, check only one box. The next section is filled out only if your company is a corporation.
- If your business is a corporation, check the box for profit or non-profit, and public or private. These boxes must be checked. If you are an S corporation, professional, parent-sub, or close mark the appropriate box as well.
- The state, month and year of your company’s incorporation, registration or formation needs to be filled in. This is either the date you registered with the county clerk, or filed with the secretary of state.
- List the names of all owners or partners in the company who hold more than 10%. If the company is publicly owned, list the stock exchange it is traded on and the symbol. If your company is traded on a foreign exchange, name the foreign exchange it is traded on.
- Fill in names of Joint Venture owners if applicable.
- The percentage of ownership needs to be filled in unless the company is publicly traded. All of the owner’s names (who own more than 10%) need to be listed with their corresponding percentages of ownership in this space. Please use whole or half numbers. If the owners’ percentages listed do not equal to 100%, you may write: “all others own less than 10%.”

6.3 Endorsing the Bid: An authorized officer of the Bidding Firm must sign the Bid. Signature of the Bid will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Bid Response Forms. Bidders that take exception to the Board’s General Terms and Conditions, Special Provisions, and/or Specifications shall do so at the risk of Proposal rejection.

6.4 Bid Language / Currency: Bidders must submit their Bid in the English language and Bid pricing must be in Dollars of the United States of America.

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

6.6 Tax Exempt Status: Purchases by the Board are exempt from sales and use tax under Section
of the Texas Tax Code (the “Code”). In addition, Contractor purchases of tangible personal property and taxable services for the purpose of reselling them to the Board under this Contract may also be exempt from sales and use tax under Code Section 151.302.

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

6.8 **Brand Name or Equal:** To establish an understanding of the type products that will be considered responsive to the Specifications, specific manufacturers and series or model numbers may have been referenced. Unless specified “no substitute” in the Solicitation Specifications/Scope of Work, such brand identification is intended to be descriptive, not restrictive, and is referenced to indicate the quality and characteristics of products that will be satisfactory. Unless specified “no substitute” in the Solicitation Specifications/Scope of Work, other makes and models (alternate products) may be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.

6.9 **Alternate Products:** Bidders offering alternate products must clearly identify said products in their bids. Product equality shall be determined solely by the Board based on comparison of all material respects to the brand name products referenced solely by the Board to be equal in all material respects to the brand name products referenced.

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

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

6.9.3 Unless the Bidder clearly indicates in its bid that it is offering an alternate product, its bid shall be considered as offering the brand name and product model referenced.

6.10 **Alternate Bids:** Alternate bids will not be accepted; only one bid per Bidder will be accepted.

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

6.12 **Ancillary/Integral Professional Services:** In selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, Bidder shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and so shall certify to the Board with its Bid.
7 SUBMITTAL OF BIDS

7.1 The Board will accept bids no later than the Deadline for Bid Submittal in hard or electronic copy form based on the following criteria. The Board will not consider late bids under any circumstances.

7.2 Bids must be signed, sealed and delivered to the Board’s Procurement and Material Management (PMM) Offices. Unsigned, unsealed or late bids will not be considered. Bids submitted by facsimile will not be considered. The Bid submittal must be clearly marked with the Solicitation Number, Bid Opening Date and Time and addressed to the attention of the PMM Department.

7.3 Bid Bond: If a Bid Bond is required, details will be included in the Special Provisions of this Solicitation. Bidder will be required to submit the original copy of any Bid Bond required with the Hard Copy Bid or otherwise deliver it to the PMM Office prior to the deadline for Bid Submittal. Bid Bonds must be delivered in a sealed envelope bearing the Solicitation Number and Bid Opening Date and Time.

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

8 PUBLIC BID OPENING / EVALUATION OF BIDS

8.1 There will be no public opening.

8.2 Bid tabulations will be placed on the Board’s website after Airport Board approval of award.

8.3 Bids submitted shall be final and are not negotiable; therefore, Bidder must provide their best and final pricing in their bid response.

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

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

8.6 Except in the case(s) of one or more “tie bids”, terms of payment, as offered by the Bidder, will not be considered by the Board for determining the most responsive bid. Bidders stated terms of payment, however, may be used as a guide in determining the method and timeliness of payment to the Bidder by the Board, following successful delivery and/or completion of services, as specified herein.

8.7 In the event of a tie bid, where bid price, responsiveness, responsibility and all other factors are equal, as solely determined by the Board, the Airport may elect to award contracts to all companies with a tied bid or the tied bidders will be notified and invited to attend a meeting where the tie will be broken by drawing lots.

9 BID AWARD

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

9.2 If a Contract is awarded as a result of this Solicitation, it will be made by the Board per Local
Government Code 252, and in particular, Section 252.043 thereof, as the procedures related to
“best value” will govern this procurement.

9.3 The evaluation criteria or elements listed below will be used to determine which bid will provide the
requested services at the best value for the Board. Said determination will be made in the Board’s
best interest, and will therefore be considered final.

9.4 The Board reserves the right to reject any and all responses.

9.5 The following best value evaluation criteria will be considered:

9.5.1 Compliance with the Scope of Work. The category will be evaluated based on:

9.5.1.1 Overall understanding of the Board’s requirements and appreciation of inherent service
challenges.

9.5.1.2 Compliance with and overall approach to Statement of Work tasks

9.5.1.3 Background and experience of proposed Contractor, Subcontractor(s), if any, and team member
personnel assigned to this contract.

9.5.2 Detailed approach to meeting transition requirements to preclude or reduce the impact to the DFW
Airport as a result of the Board changing to a new service provider with no or minimum impact to
customers.

9.5.2.1 Management. This category will be evaluated based on:
Experience of the Contractor Management Team in performing similar work; rationale for
selection of management personnel for this contract.

9.5.2.2 Plans for managing services, including subcontractors, and plans for meeting reporting
requirements. Plans for managing Airport Department and Busing Operations.

9.5.3 Compliance with Small Business Enterprise (SBE) goals or good faith efforts.

9.5.4 Pricing and overall cost to the Board.

10 CONTRACT WITH THE BOARD

10.1 The Board and the Contractor agree to perform this Contract in strict accordance with the
documents listed below, all of which are made a part of this contract, in the order of precedence
listed. Subject to the order of precedence set forth below, the documents listed constitute the entire
Contract between the parties.

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

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

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

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

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

10.6 Limited Notice to Proceed Procedure. The Board reserves the right to issue a Limited Notice to Proceed (LNTP) prior to contract execution for the purpose of the contract awardee to begin the specified work. The purpose of the LNTP is to engage the work to meet Board deadlines and to execute contracts with any subcontractors engaged with the contract. The contract awardee shall proceed with work as directed under the LNTP. While work may proceed under the LNTP, payments shall not be made until the contract is executed. Bidder acknowledges that the contract will not be executed until all submittals, including the subcontract agreements, have been provided to the assigned contract administrator. Fully-executed subcontract agreements are due within thirty (30) business days after receipt of LNTP (receipt is defined as the date of the email or facsimile used to deliver the LNTP letter).

10.7 CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016, all contracts approved by the Dallas/Fort Worth International Airport Board will require completion of Form 1295 “Certificate of Interested Parties” pursuant to Texas Government Code Section 2252.908. Contractors/Vendors awarded an Airport Board approved contract, change order, amendment or renewal will be required to submit a signed and notarized copy of the completed Form 1295 to the Board at the time the Contractor/Vendor submits the signed contract to the Board. Information regarding how to use the filing application is available on the Texas Ethics Commission website. Please visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, for more information.

11 DETERMINATION OF NON-RESPONSIBLE BIDDER

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

11.1 Reason for believing collusion exists among the Bidders.

11.2 Where the Bidder, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Board, or with either the cities of Dallas or Fort Worth, or where such litigation is contemplated or imminent, in the sole opinion of the Board.

11.3 The Bidder being in arrears on any existing Contract or having defaulted on a previous Contract.

11.4 Lack of competency, in the judgment of the Board, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.

11.5 Uncompleted work that, in the judgment of the Board, will prevent or hinder the prompt completion of additional work if awarded.
11.6 Where the Bidder, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.

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

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

12 DETERMINATION OF NON-RESPONSIVE BID

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

12.1 The Bid shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind, in the sole determination of the Board.

12.2 Bid received after the time limit for receiving bids.

12.3 Bid was not signed.

12.4 Unbalanced value of any items.

12.5 Improper or insufficient bid guaranty, if required.

12.6 Bid did not meet specifications.

12.7 Bid did not contain all requested/required documents, submittals and /or samples.

13 REJECTION OF BIDS

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

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

14 WITHDRAWING BIDS

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

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

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

BID/PROPOSAL CHECKLIST

SOLICITATION NO. 7006967  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. (Refer to Exhibit B for forms) If a SBE goal is provided, Bidder/Proposer has included prime and/or subcontractor participation sufficient to meet or exceed the stated goal. Self-performance by an SBE Prime Bidder/Proposer can be credited towards the SBE goal. If the stated goal is not achieved, the Bidder/Proposer has provided documentation evidencing good-faith effort towards meeting the goal with their bid or proposal. SBE forms include the following (write “N/A” if the form was not part of the solicitation):
  ☐ Work Force Composition Form
  ☐ Commitment to SBE Participation Form
  ☐ Schedule of Subcontractors
  ☐ Intent to Perform/Contract as a SBE Subcontractor Form (As applicable)
  ☐ Good Faith Effort (GFE) Criteria if goal is not achieved (see SBE Provisions Section for details).
  ☐ All SBE Certificates including self-performing SBE companies. Confirm all certificates are from authorized certifying agencies.
Note: * If the SBE Goal is 0% and no SBE participation is proposed, note the forms as “Not Applicable”.

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

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

Bid/Proposal Completion Actions

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

☐ Proofreading. Bidder/Proposer has proofread all documents to ensure all information provided by the Bidder/Proposer is accurate and responsive to the solicitation specifications. The Board is not responsible for errors made by the Bidder/Proposer.
  ☐ Bidder/Proposer has proofread all mathematical and number entries to ensure accuracy and commitment to honor pricing as submitted.

☐ Insurance Compliance. Bidder/Proposer has contacted insurance agent or representative to verify insurance requirements are met, if awarded a contract, and that it will meet the on-line insurance registration requirements by sending your insurance certificate to dfwcoi@dfwairport.com. (see Exhibit A).

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

Supplier Registration for Solicitation Notification and Payments

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

END OF BID INSTRUCTIONS AND REQUIREMENTS
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 of the available points are awarded to the “acceptable” proposal offering the lowest price. A percentage of the available points are then assigned to other acceptable proposing firms, based on the percentage of difference between their pricing and that offered by the lowest priced proposing firm. Note that a proposing firm who is otherwise acceptable and proposes a price greater than double that of the lowest priced proposing firm with an acceptable proposal would receive zero points in this “Price” category.

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

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

3.1 **Pricing (35 Points):** The Price will be evaluated based on the proposed cost of performing work as provided in the pricing proposal of each proposing firm.

3.2 **Approach (25 Points):**

To be evaluated based upon a Contractor’s approach to -

- Developing and implementing a training program,
- Monitoring and reporting program,
- Implementing a dynamic and scalable program.

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

Initial proposal will be evaluated based on:

**Affirmative Action and SBE Participation:** Each Respondent shall provide a narrative in its Qualifications Statement describing the following. (Note: Italicized bullet points are minimal suggestions; responses should not be limited only to these ideas and should include other examples applicable to the evaluation criteria.)

- **Affirmative Action Plan** – Provide firm’s Affirmative Action Plan and/or policy statement. Such plan must include, but not be limited to: goals for women and minorities for management and non-management positions and Work Force Composition data.

- **SBE Program Initiatives** – Explain how Supplier/Business Diversity is implemented and sustained within your business culture practices regardless if required or not required by a contract.
  
  - Provide examples of SBE participation on past/current/private and/or corporate projects to include a matrix, graphs, or charts.
• Describe how the effectiveness of your supplier/business diversity program is measured. Goals or metrics, what are they and what’s your attainment to them?

• **Team selection** – Describe your workforce team composition to be utilized for this project, inclusive of significant (percentage of work) and meaningful (type of work) scopes for diverse members of your team.

  - *Describe your workforce team composition including diversity (gender, ethnicity and utilization) for this project.*

  - Explain the roles, responsibilities and at what level diverse members of your workforce within your organization are being utilized for this project.

  - Describe the roles and responsibilities of your subconsultants including gender, ethnicity and utilization and their contribution to a significant and meaningful outcome if you chose to subcontract out a portion of the work.

• **Business Development Initiatives** – Describe how you have enhanced the capacity or facilitated the growth and participation of SBE Partners. Provide firm’s Supplier/Business Diversity Policy Statement.

  - *How you have removed barriers to encourage diverse participation?*

  - *Describe what types of training and development programs your firm provides such as Mentor Protégé, etc.*

  - *Explain the resources your company has shared with diverse partners.*

  - *Share success stories and/or outcomes of your programs efforts.*

**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 (Refer to Exhibit B for 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 SBE Subcontractor**: Representation by Prime to enter into a subcontract with identified SBE firm(s) if awarded the contract.

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

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

3.4 **Team and Key Personnel Capabilities (10 points):**

To be evaluated based upon a Contractor’s -

  - Organization chart related to this project,
• Key personnel being utilized to accomplish the Scope of Work,
• References.

3.5 Relevant Experience and Qualifications (10 Points):

To be evaluated based upon a Contractor’s -

• Three Examples of similar project implementation and results,
• Description of community partnerships in the Organic Waste industry.

END OF EVALUATION CRITERIA
1 **OVERVIEW**

1.1 Waste collection and disposal across the country are facing growing costs, and DFW Airport is no exception. In addition, a growing consumer concern for the environment is creating reputational and brand vulnerabilities, driving companies across sectors to examine alternative ways of collecting and disposing of waste to reduce landfill dependence, costs, and negative environmental impacts. DFW Airport researched possible interventions and decided to pursue organic waste diversion as a starting point, as it makes up ~20% of DFW Airport’s current waste stream. Organic waste also has a sizeable impact on waste hauling costs because of its weight. In January alone, DFW Airport experienced a 19% growth in waste management costs, making necessary a more aggressive pursuit of diversion solutions.

2 **OBJECTIVE**

2.1 To onboard and learn about readily available capabilities and technologies that will materially increase diversion rates of food waste material, while decreasing cost impact.

3 **PRINCIPLE DUTIES**

3.1 The DFW Innovation, Concessions, and Environmental Affairs Department (EAD) teams are interested in deploying a turn-key approach to the assessment and services of diverting pre and/or post-consumer waste from its current waste stream. DFW Airport is seeking to deploy these services in an efficient, cost-effective, environmentally friendly way. Specifically, we are asking a knowledgeable, proven service provider to

3.1.1 Conduct an Assessment

3.1.2 Provide a plan and

3.1.3 Regularly and efficiently collect the food waste and divert the food from DFW Airport’s waste to landfill stream, providing a second beneficial use.

3.2 DFW Airport will provide based on the terms of this agreement:

3.2.1 Provide access via airport representative(s) to a range of separate stakeholders within the DFW Airport Ecosystem that produce food waste;

3.2.2 Provide onsite space as reasonable and necessary to accommodate stakeholders and training activity;

3.2.3 Provide guidance and education on the DFW Airport waste ecosystem.

3.3 Contractor will:

3.3.1 Develop recommendations and a phased food waste diversion plan including a 90-day, 6-month, and 1-year guidelines designed to gradually increase food waste diversion from the DFW Airport’s waste stream. The plan should include:

3.3.1.1 Targeted, specifically identified opportunities for maximum food waste diversion among DFW Airport identified stakeholders;

3.3.1.2 Estimates, in pounds and cubic yards of how much can be diverted in 90 days, 6 months, 1 year, and 2 years;

3.3.1.3 A documented process for how you would

3.3.1.3.1 Educate,

3.3.1.3.2 Sort,
3.3.1.3.3 Collect
3.3.1.3.4 Haul and
3.3.1.3.5 Repurpose food waste;
3.3.1.4 Suggested Frequency of collection based on assessment.
3.3.2 The Contractor shall administer an on-site educational program, providing all necessary training materials in paper and digital form as appropriate to train Identified stakeholders in food organics sorting and processing for collection. The training program should include:
3.3.2.1 Experienced training personnel;
3.3.2.2 Pre-Established Training Curriculum and educational literature;
3.3.2.3 Identified training frequency, duration, and measures;
3.3.2.4 A sorting plan with stakeholders, clearly detailing how food waste should be collected and sorted.
3.4 Administering the Program
3.4.1 Upon recommendation approval by appointed DFW EAD representative the Contractor shall collect, haul and recycle DFW Airport’s organic waste stream (i.e. pre-consumer and post-consumer food waste) from Identified Waste Stakeholders, in a demonstrated environmentally beneficial manner;
3.4.2 Provide initial and quarterly identified stakeholder education throughout the project;
3.4.3 Collect food waste at a frequency to alleviate insect reproduction and ensure adequate vector control.
3.4.4 The Contractor shall provide all equipment necessary to complete organic collection and hauling tasks, including:
3.4.4.1 Clearly marked and covered collection bins, clean and in good condition;
3.4.4.2 Container sizes (i.e. 5 gal to 96 gallon capacity) shall be flexible to meet facility space constraints;
3.4.4.3 Modes of transportation for hauling;
3.4.4.4 Devices to move food waste in an out of terminals and other collection areas;
3.4.4.5 Signage;
3.4.4.6 Monitoring devices;
3.4.4.7 Other equipment that is necessary to complete sorting, collection, and hauling tasks.
3.4.5 The Contractor will monitor and provide monthly reporting, in digital form using cloud-based software, of the amount of food waste collected in pounds and yards by location and by date and time.
3.4.6 Quarterly reporting shall be provided to the designated Environmental Affairs Representative on:
3.4.6.1 The ultimate destination of food waste;
3.4.6.2 Some measure of community impact;
3.4.6.3 Exception reporting that records any deviations to processes.
3.5 Constraints
3.5.1 DFW Airport reserves the right, throughout this project, to hire additional and or subsequent providers based
on its determined needs.

3.5.2 Modified Process, schedule, personnel must be approved by the DFW Environmental Affairs Representative 2-weeks before enacting any changes.

3.5.3 The collection schedule must not interfere with regular airport operations or current waste collection schedules.

3.5.4 No part of the program shall contribute to the increase of vermin or pests (including insects) in any areas where equipment is installed.

3.5.5 The administration of food waste hauling and collection services shall be the responsibility of the selected Contractor and require no additional personnel from DFW Airport.

3.5.6 The Contractor will support DFW Airport Sustainability Management Plan goals.

4 ONGOING ACCOUNTABILITIES

4.1 Transparent billing and reporting that includes line items of all direct and indirect costs but not limited to the city, state and/or federal fees, labor, benefits, operation fees, overhead, and profit necessary for the operation shall be provided by the Contractor.

4.2 Contractor reporting of maintenance and operational issues to the EAD Representative

5 CAPABILITIES

5.1 The Contractor must:

5.1.1 Must demonstrate the capacity to collect, haul, recycle (i.e. beneficial reuse), and measure (i.e. volume and weight) food waste;

5.1.2 Demonstrate the capacity to expand the program to 6000 tons, an established education program with metrics for effectiveness and feedback from stakeholder and constituent audiences;

5.1.3 A clear, documented process of problem resolution complete with time to reply;

6 DELIVERABLES

6.1 The Contractor shall provide:

6.1.1 Reference letters from previous clients, supporting your ability to perform this service in an effective manner

6.1.2 Overviews of 3 current projects in the Dallas Fort Worth region describing implementation and results

6.1.3 A documented, transparent process that includes specified routes, scheduling, pre-pick-up and post-capture management of organic waste. Provide project timeline that outlines the timing of assessment and implementation of the program

6.1.4 Input and participate with DFW Airport in communication initiatives around the capture and benefits of organic waste

END OF SCOPE OF WORK
1 AIRPORT SECURITY PROVISIONS

1.1 AUTHORIZED SIGNATORY. Contractors/Consultants must nominate two Authorized Signatories, who will be responsible for all badging for the Consultant. Sub-contractors/consultants will be required to nominate their own Authorized Signatories and will be responsible for their own company badging activities. All Authorized Signatories are required to complete Authorized Signatory training annually. Consultant Authorized Signatory will onboard the company with Access DFW after NTP is received and notify Access DFW of any sub-consultants being sponsored by them. Further information and instructions will be provided during the company onboarding meeting. [https://dfwairport.com/badge/index.php](https://dfwairport.com/badge/index.php)

1.2 AUTHORIZED SIGNATORY PORTAL. All Authorized Signatories will be provided access to the Authorized Signatory Portal and be required to complete all badging activities via this secured portal. Access DFW does not accept paper badge applications.

1.3 BADGE RECOVERY. Authorized Signatories are responsible for recovering and ensuring all Airport ID Badges are returned to Access DFW when the employee leaves the company. Each new company is required to submit a Badge Recovery Plan to Access DFW prior to Airport ID Badge issuance to company employees.

1.4 AIRPORT ID BADGE. Work under this contract requires Contractor/Consultant and Sub-Contractor/Consultant personnel to obtain an Airport ID Badge. The type of Airport ID Badge will be issued for the secured area needed, based on the job duties of the applicant. The Authorized Signatory must attest that their applicant has a specific need for unescorted access and that the badge applicant confirms their understanding of their responsibilities under Chapter 49 of the Code of Federal Regulations, part 1540.105(a).

1.5 CRIMINAL HISTORY RECORDS CHECK/SECURITY THREAT ASSESSMENT. Airport ID Badge applicants are required to clear a fingerprint-based Criminal History Records Check (CHRC) and receive an approved Security Threat Assessment (STA) from the Transportation Security Administration (TSA). If applying for a Security Identification Display Area (SIDA) badge, the applicant must provide their Social Security Number in the application process so that an STA will be processed by the TSA.

1.6 FBI RAP BACK SUBSCRIPTION. All Airport ID Badge holders will be subscribed in Rap Back. If the Airport ID Badge holder has any type of arrest, Access DFW will be notified. A Rap Back notification could result in Airport ID Badge suspension or revocation until the arrest is resolved.

1.7 TRAINING. SIDA Badge applicants will need to complete SIDA training which is administered by Access DFW. Applicants that require driving privileges are required to take movement area driver training and/or non-movement area driver training. For all questions regarding DFW’s driver training program and driver policies, contact the Operations Technical Training Department at techtrain@dfwairport.com.

1.8 AIRPORT ID BADGE FEES. All Airport ID Badge fees will be charged per the DFW Airport Schedule of Charges, which can be found at [https://dfwairport.com/badge/index.php](https://dfwairport.com/badge/index.php).

1.9 CUSTOMS & BORDER PROCETION SEALS. If your employees require access to the Federal Inspection Services (FIS) area or other restricted areas designated by the Customs & Border Protection (CBP) they will require a CBP Seal. When completing a badge application the CBP Seal application can be completed at the same time via the Authorized Signatory Portal. For more information contact Customs and Border Protection at dfwairportairsec@cbp.dhs.gov
1.10 ACCESS DFW. All information regarding the badging process at DFW can be found at https://www.dfwairport.com/badge/. For additional information about this process, please contact the Access DFW Office at accessdfw@dfwairport.com or at 972-973-5100.

1.11 VEHICLE PERMITS. AOA Permits, including AOA Vehicle Access Permits, Temporary AOA Vehicle Access Permits, and AOA Equipment Permits, are the means by which motor vehicles and ground handling equipment are authorized to enter and/or be in the SIDA. The Authorized Signatory is required to request vehicle permits on behalf of their company and ensure all permits are properly displayed on the vehicle following DFW’s Rules and Regulations (Chapter 9).

1.12 VEHICLE INSPECTIONS. All vehicles entering through an AOA gate and ground handling equipment being brought into the SIDA are subject to inspection by security personnel.

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
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 EMPLOYEE TRANSPORTATION CHARGE

8.1 The Employee Transportation Charge (ETC) is assessed to ensure the availability and maintenance of the employee transportation system. Fees are assessed based on employee population, regardless of system usage. Employees who are subject to this charge are as follows:

8.1.1 Employees who work within the central terminal area (including, but not limited to, the terminals, associated ramp and/or aircraft parking areas, parking garages, and all other related facilities and infrastructure adjacent to or proximate to the aforementioned facilities and areas);

8.1.2 Flight crews of airlines operating at DFW Airport, regardless of where they reside or whether they utilize the service; and

8.1.3 Current employees of airlines operating at DFW Airport but based at another location. These employees must have approval of the Vice President of Aviation Real Estate and the Vice President
of Customer Service/Terminal Management to park in employee lots.

8.2 Employee transportation charges are based on the DFW Annual Certified Employee Headcount Report (ETC report) submitted by the tenants annually, to the DFW Employee Parking Office (EPO). Payroll Personnel listings is required with the submittal of the ETC report (see item #3 below).

8.2.1 Failure to submit the ETC report along with payroll personnel listings to the EPO by the date specified in the EPO’s annual communication is subject to a noncompliance fee of $250 per month until an accurate ETC report along with payroll information has been submitted.

8.2.2 Signatory airlines are exempt from the noncompliance fee.

8.2.3 If the number of employees varies by more than ten percent (10%) at any time during the year, the tenants must notify the EPO in writing and submit a revised headcount certification along with revised payroll personnel listing. Adjustments are made when the revised headcount certification is received. **Employee transportation charges are non-transferrable and non-refundable.**

Employee Transportation Charges (ETC)

Fees are based on the Airport’s Rates. The Schedule of Charges can be found at: [https://www.dfwairport.com/investors/](https://www.dfwairport.com/investors/)

DFW Airport has the right to periodically audit tenants’ payroll records to validate ETC fees assessed. Any Employee Parking rate change by the Airport shall be applied automatically to contract rate line item.

8.2.3.1 Entities operating under separate agreements with the Airport Board are subject to the charges outlined in those agreements.

8.2.3.2 Federal agencies may have a modification to the requirement to submit an annual headcount that may address the specific employee of the agency and require the employee to pay the ETC.

8.2.3.3 Payroll Personnel listings are required when submitting the Annual or any Revised ETC report. ETC reports will not be processed without payroll documents. Payroll Personnel listings are required to include the following:

8.2.3.3.1 Last name, first name, and position title of all employees who work at the DFW Airport, regardless of the number of hours worked.

9 **EMPLOYEE HANGERS**

9.1 Hangers are provided to employees permitted to park in designated lots, based on the Employee Transportation Charge headcount certification (reference – Other Charges, Section F – Employee Transportation Charge.)

9.2 The replacement fee for a lost hanger is $40. The replacement fee may be waived for stolen hangers with a copy of the police report stating that the hanger was among the stolen items.

9.3 Business entities that end or terminate their relationship at DFW Airport must submit a final Revised ETC Certified Employee Headcount Report indicating -0- headcount. In addition, all hangers must be returned within 30 days of the last date of business. Failure to submit a final ETC form and/or hangers will create additional billing until compliance is complete.

9.4 Employee hangers are for use by DFW Airport tenant employees only and may be utilized solely while parking in conjunction with an employee’s work-related schedule. Personal use of DFW
Airport employee parking lots by any person in prohibited. Hangers are non-transferable and may not be loaned or sold. An employee who uses or allows the use of an employee hanger for non-authorized purposes is subject to denial of parking privileges. Vehicles must park in one marked space. Recreational vehicles (RV’s), vehicles with trailers, campers, and other oversized vehicles are not permitted in the employee parking lots.

10 ENVIRONMENTAL AND SAFETY PROVISIONS

10.1 ENVIRONMENTAL DEFINITIONS

10.1.1 BEST MANAGEMENT PRACTICE (BMP). Shall mean schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

10.1.2 ENVIRONMENTAL IMPACT CLAIM. Shall mean any claim, suit, judgment, penalty, fine, loss, administrative proceeding, request for information, citation, notice, request, inquiry, or expense (including but not limited to any costs of investigation, study, cleanup, removal, response, remediation, transportation, disposal, restoration, monitoring, consultant's fees, contractor's fees, and attorney's fees) which arises out of, is related to, alleges, or is based on the presence, transportation, handling, treatment, storage, or actual or threatened Release, dispersal, disposal, escape, or migration of any Hazardous Material, Process Water, or Solid Waste, or any other chemical, material, irritant, pollutant, contaminant, regulated substance, or toxic substance (including but not limited to gasoline, diesel fuel, petroleum hydrocarbons, and any by-product or derivative thereof), whether solid, liquid, or gaseous in nature.

10.1.3 ENVIRONMENTAL LAWS. Shall mean all present and future federal, state, and local laws relating to protection of the environment, public health, and welfare, or safety, including, without limitation, all statutes, regulations, ordinances, permits, Best Management Practices, codes, orders, governmental requirements related to discharge of Process Water or other pollutants into the environment, waters of the United States, and/or waters of the State of Texas; and protection of areas of particular environmental concern, including, for example, wetlands, areas inhabited by endangered species, and historic sites.

10.1.4 HAZARDOUS MATERIAL. Shall mean any substance:

10.1.4.1 the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or

10.1.4.2 which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state, or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Texas Water Code, and/or the Texas Health and Safety Code; or

10.1.4.3 the presence of which on the Airport causes or threatens to cause a nuisance upon the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Airport; or

10.1.4.4 without limitation, which contains gasoline, diesel fuel, other petroleum hydrocarbons, natural gas liquids, polychlorinated biphenyls (PCBs), asbestos, lead paint, or urea formaldehyde foam insulation.

10.1.5 PROCESS WATER. Means any water, which, during manufacturing or processing, comes into
direct contact with, or results from the production or use of any raw material, intermediate product, finished product, byproduct or waste product.

10.1.6 RELEASE. Means any depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment or threat of release such that a release may enter the environment; and

10.1.7 SAFETY LAWS. Means any applicable law, regulation, standard, or order of any governmental agency relating to worker safety.

10.1.8 SOLID WASTE. Shall have the same meaning as in the Resource Conservation and Recovery Act, the Texas Health and Safety Code, and the Texas Solid Waste Disposal Act, and shall include sewage.

10.2 CONTRACTOR REQUIREMENTS

10.2.1 Contractor will obtain, maintain, and have readily available for examination at all times during the term of this Contract, all licenses, permits, exemptions, registrations and other authorizations and provide any notices not obtained or provided by the Board pursuant to this Contract which is required under Environmental Laws for conducting the Work and Contractor’s operations at the Airport.

10.2.2 Contractor shall comply and shall cause all its employees, agents, sub-contractors, and other third parties under Contractor’s control to comply, and shall include in all subcontracts a provision requiring the sub-contractor to comply and all employees or other third parties under sub-contractor’s control to comply with all Environmental Laws. Not by way of limitation, but as emphasis only, Contractor represents, warrants, and covenants that:

10.2.3 Paints and coatings will comply with 30 Texas Administrative Code Section 115.421 (2000), and any amendments or successor thereto.

10.2.4 Work involving the use of cut-back asphalt will comply with the 30 Texas Administrative Code Section 115.512 (2000), and any amendments or successor thereto. Cut-back asphalt is defined as any asphaltic cement that has been liquefied by blending with petroleum solvents (diluents).

10.2.5 Contractor shall comply and shall cause its employees, agents, sub-contractors, and other third parties under Contractor’s control to comply with all Board’s policies, rules, regulations, and permits, and to conduct the Work consistent with the Board’s commitments under the State Implementation Plan and the National Environmental Policy Act.

10.2.6 Contractor shall not cause, contribute to, or permit any Release of any Hazardous Materials, Solid Waste, or Process Water by Contractor or its employees, agents, sub-contractors, or other third parties under Contractor’s control into the environment or cause, contribute to, or permit any violation of any Environmental Law.

10.2.7 Contractor shall dispose of and cause its employees, agents, sub-contractors, or any other third party under Contractor’s control to dispose of any Solid Waste or Hazardous Materials generated or located at the Airport in compliance with Environmental Laws, and, if not sooner required by Environmental Laws or this Contract, at the termination of this Contract shall remove and dispose of all Solid Wastes and Hazardous Materials not incorporated into the work in accordance with this Contract at its sole expense in a lawful and timely manner.

10.2.8 Contractor shall advise the Board immediately of any potential or actual non-compliance with any Environmental Law or Safety Law on Airport property by any person.

10.2.9 Contractor shall, immediately upon receipt, provide the Board with copies of any notice or other
document issued to Contractor or its sub-contractors alleging non-compliance or investigating potential non-compliance with any Environmental Law or Safety Law at the Airport.

10.2.10 Spills, leaks, or releases of Hazardous Material shall be reported immediately to the Board’s Environmental Affairs Department.

10.2.11 Contractor shall comply with Board’s Spill Reporting Policy, Clean Air Policy, and other applicable environmental policies.

10.2.12 From time to time, and in the Board’s sole discretion, Board representatives may conduct an inspection, assessment, and/or regulatory compliance audit of the Work and/or Contractor’s operations, including operations of Contractor’s employees, agents, sub-contractors, or any other third party under Contractor’s control. The Board may perform testing as needed and may conduct interviews of Contractor or its sub-contractors. Contractor will cooperate and will cause its employees, agents, sub-contractors, or any other third party under Contractor’s control to fully cooperate in such inspection, assessment, or audit. Contractor remains solely responsible for its environmental compliance, notwithstanding any Board inspection, audit, or assessment.

10.2.13 If Board property or other real property or tangible personal property located at the Airport are contaminated or otherwise damaged or injured by any Solid Waste or Hazardous Materials released by Contractor or its employees, agents, sub-contractor, or any other third party under Contractor’s control, Contractor agrees to promptly undertake remediation of such contamination or damage to background levels, if established, or to other levels or standards acceptable to the Board, and to restore the affected property to its condition prior to such contamination or damage in all material respects. If Contractor does not promptly and fully remediate and restore the affected property, the Board may, but is not required to, perform the remediation and restoration, and Contractor shall reimburse the Board for all costs associated with such contamination, remediation, and restoration, including but not limited to consultants’ fees, contractor’s fees, penalties, attorneys’ fees, and costs of investigation and remediation, within twenty (20) days after the Board delivers notice to Contractor of such costs.

10.2.14 Failure by Contractor or its subcontractors to comply with any Environmental Provision shall be considered a default for which the Board may exercise its remedies in accordance with the terms of this Contract.

10.3 ASBESTOS-CONTAINING MATERIALS

10.3.1 It is the policy of the D/FW Airport Board that all architects, engineers, consultants, general contractors, subcontractors, distributors, suppliers, and others receiving proceeds from this Contract be bound by the Board’s philosophy toward the use of asbestos within the boundaries of the D/FW Airport. Towards this end, Contractor covenants and agrees that it shall not use or install products containing asbestos in any form as part of this Contract or subsequent addendum or Change Order. If requested to do so by the Board, Contractor shall submit letters of certification or MSDS from manufacturers of sealants, adhesives, gasket material, piping, curing materials, and other materials to be used at the Airport that their products are free of asbestos.

10.3.2 This provision applies to all materials and/or products placed in service within the boundaries of D/FW Airport under conditions and terms of this Contract. Contractor accepts and assumes all responsibility and liability for asbestos-containing products and/or materials installed, used, or provided in performance of the Work. In addition, the Contractor accepts and assumes responsibility and liability for all expenses related to the removal, replacement and reparation of asbestos containing materials put in place under terms of this Contract. The Contractor also certifies that a non-asbestos containing material or product of similar kind and quality will be substituted with the approval of the Board.
10.3.3 Even if asbestos abatement is not included in the scope of work for this Contract, should non-compliance of drawings, notations, and specifications within the asbestos prohibition contained herein be discovered by or on behalf of Contractor, the Contractor must promptly notify Board representatives in writing of the non-compliant notation or specification.

10.3.4 This provision reflects the mandate of the Board to promote the health, safety, and welfare of the general public and to establish a standard for response to asbestos within the limits of Airport authority. Contractor shall comply with all Environmental and Safety Laws relating to asbestos-containing materials.

10.3.5 This provision supersedes and replaces all other references, specifications, and notations relating to asbestos-containing materials, which may appear in this Contract.

10.4 ENVIRONMENTAL INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE BOARD, THE CITIES OF DALLAS AND FORT WORTH, TEXAS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND COUNCILS FROM AND AGAINST, AND TO REIMBURSE SAME WITH RESPECT TO, ANY AND ALL CLAIMS, DEMANDS, PENALTIES, SUITS, ACTIONS, LOSS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, LITIGATION COSTS, EXPERT WITNESS FEES, AND EXPENSES OF INVESTIGATION AND REMEDIATION) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY SUCH PARTIES AT ANY TIME BY REASON OF, IN CONNECTION WITH, OR ARISING OUT OF (A) THE BREACH OF ANY REPRESENTATION OR WARRANTY SET FORTH IN THIS SECTION BY CONTRACTOR OR ANY EMPLOYEES, AGENTS, SUB-CONTRACTORS, OR ANY OTHER THIRD PARTY UNDER CONTRACTOR’S CONTROL, (B) THE FAILURE OF CONTRACTOR TO PERFORM ANY OBLIGATION REQUIRED BY THIS SECTION TO BE PERFORMED BY CONTRACTOR, OR (C) LOSS FROM ANY ENVIRONMENTAL IMPACT CLAIM, AS DEFINED HEREIN, CAUSED IN WHOLE OR IN PART BY OR ARISING IN WHOLE OR IN PART FROM THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS EMPLOYEES, AGENTS, SUB-CONTRACTORS, OR ANY OTHER THIRD PARTY UNDER CONTRACTOR’S CONTROL; OR (D) THE VIOLATION BY CONTRACTOR OR ITS EMPLOYEES, AGENTS, SUB-CONTRACTORS, OR ANY OTHER THIRD PARTY UNDER CONTRACTOR’S CONTROL OF ANY BOARD ENVIRONMENTAL RULE OR REGULATION, BOARD PERMIT, BOARD POLICY, OR ANY ENVIRONMENTAL LAW.

10.5 SAFETY PROVISIONS

10.5.1 The Contractor covenants and agrees:

10.5.1.1 That it shall not cause or permit any hazardous chemical (as defined in 29 C.F.R. 1910.1200) to be brought upon the Airport without the prior written consent of BOARD. Consent may be given via the Board’s submittal process as long as all such materials are outlined on the submittal.

10.5.1.2 That it shall make available to Board a Material Safety Data Sheet (MSDS) for each Hazardous Material or hazardous chemical Contractor or its sub-contractors, employees, or agents five (5) days prior to delivery of material onto the Airport.

10.5.1.3 That its operations shall at all times remain in compliance with:

10.5.1.3.1 Board’s written policies and requirements governing the identification and use of hazardous chemicals; and
10.5.1.3.2 All Safety Laws.

10.5.1.4 That it shall advise the Board immediately of any potential or actual non-compliance by any person with any Safety Law on Airport property.

10.5.1.5 That it shall immediately upon receipt, provide the Board with copies of any notice or other document issued to Contractor, its sub-contractors, or agents alleging non-compliance or investigating any potential non-compliance with any Safety Law at the Airport.

10.5.1.6 Neither the requirements of this clause nor any act or failure to act by the Board shall relieve the Contractor of responsibility or liability for the safety of the general public or Board, tenant, contractor, or subcontractor personnel or property.

10.6 **SURVIVAL**

The provisions of this Section, including the representations, warranties, covenants and indemnities of Contractor, shall expressly survive expiration or termination of this Contract.

11 **INSURANCE PROVISIONS (EXHIBIT A)**

12 **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.

13 **PROTECTION AND RESTORATION OF PROPERTY**

13.1 The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the Work, or at any time due to defective Work or materials, and said responsibility will not be released until the project shall have been completed and accepted.

13.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

14 **PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall control its operations and those of its subcontractors and all suppliers to assure the least inconvenience to the Board operation. Under all circumstances, safety shall be the most important consideration.
15 SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS (EXHIBIT B)

Notification is hereby given that a SBE contract specific goal has been established for this Contract. The Contractor/vendor has committed to ______ percent (______%) SBE participation of the total dollar value of this Contract including any change orders and / or modifications throughout the term of this contract/agreement. The commitment is a contractual commitment upon execution of the contract. (Refer to Exhibit B – SBE Special Contract Provisions)

16 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
1  AIRPORT IMPROVEMENT PROGRAM

1.1 FAA Publication: The provisions herein comply with the FAA’s required Contract Provisions for Airport Improvement Program and for Obligated Sponsors, which may be found at https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/. If there is a conflict between these provisions and the Contract, the FAA Provisions control.

1.2 Contractor Obligations: Contractor:

   • (including all subcontractors) must insert these FAA Provisions in each lower tier contract (e.g. subcontract or sub-agreement);

   • (including all subcontractors) must incorporate these FAA Provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and

   • Is responsible for compliance with these FAA Provisions by any subcontractor, lower-tier subcontractor, or service provider.

1.3 Conflicts: All federal laws and regulations applicable to this Agreement/Contract take precedence over any conflicting local or state laws.

1.4 Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors: Contractor must comply with the following:

1.4.1 General Civil Rights:

1.4.1.1 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.

1.4.1.2 This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

1.4.2 Title VI Solicitation Notice: The Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

1.4.3 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.

1.4.4 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.

1.4.5 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.

1.4.6 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 Nondiscrimination Acts, Authorities 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.

1.4.7 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:

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

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

1.4.8 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.

1.4.9 Non-Discrimination Statutes: 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:

1.4.9.1 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);

1.4.9.2 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);

1.4.9.3 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);

1.4.9.4 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;
1.4.9.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits
discrimination on the basis of age);

1.4.9.6 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);

1.4.9.7 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);

1.4.9.8 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;

1.4.9.9 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);

1.4.9.10 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;

1.4.9.11 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);

1.4.9.12 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).

2 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.

3 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.

4 CODES OF BUSINESS ETHICS

4.1 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.

4.2 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.

4.3 Any questions related to the interpretation of this Section shall be directed to the Airport Board’s General Counsel.

4.4 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.

5 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.

6 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.

7 CONTRACTING PROHIBITIONS: AS REQUIRED BY STATE LAW

7.1 Bid Rejection: Board will reject any bid from a bidder that:

7.1.1 Boycotts Israel;

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

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

7.1.4 Has been complicit in the Darfur genocide during any preceding 20-month period.¹

7.2 “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

¹Note: The period of 20 months may vary depending on the specific state law. In this context, it refers to the preceding 20-month period.
Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

7.3 **Verification**: Each Bidder must execute and submit with its bid the verification included. That verification will:

7.3.1 Form a material part of its bid; and

7.3.2 Will be incorporated into any awarded contract.

### 8 DELIVERY / PERFORMANCE OF SERVICES

8.1 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.

8.2 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.

8.3 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.

8.4 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.

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 Failure of Contractor to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Contractor in default.

8.10 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.

8.11 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.

### 9 DISPUTE RESOLUTION
The Board and Contractor agree that before either party files suit against the other to enforce, or otherwise relating to, the terms of this Contract, it shall notify the other party of its intent to sue. Upon delivery and receipt of such notice, the parties agree to submit the matter to be litigated to mediation before a mutually-agreed upon mediator and to diligently pursue a mediated settlement until such time as the parties mutually agree to terminate such mediation or the mediator declares an impasse. No lawsuit under or relating to this Contract by one party against the other may be filed until mediation of the issue has ended in accordance with the terms hereof. Notwithstanding the foregoing, this section may be enforced by action for specific performance or injunctive relief.

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

10.1 All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

10.2 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.

11 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.

12 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.

13 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.

14 INDEMNIFICATION AND HOLD HARMLESS

14.1 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.

14.2 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.

14.3 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.

15 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.
16 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.

17 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.

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 Contract Provisions (Exhibit B) 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

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
BID RESPONSE FORMS

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

FROM: ____________________________________________________________
   BID FIRM

1 BID PRICING:

The undersigned, as an independent contractor, hereby offers to provide Dallas/Fort Worth
International Airport Board (Board), at the terms and conditions contained in this Solicitation No.
7006967 and this Bid, the following goods and/or services at the prices hereby bid:

See Exhibit C - Bid Pricing

2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

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

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

☐ Yes, Agree to Cooperative Purchasing Provision

☐ No, Do Not Agree to Cooperative Purchasing Provision
3 INSURANCE REVIEW VERIFICATION

3.1 Does the proposing firm currently carry the insurance coverage as specified in the Insurance Provisions (Exhibit A)?

☐ Yes  ☐ No

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

☐ Yes  ☐ No

4 SUBCONTRACTOR AGREEMENT VERIFICATION

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

_____ Bidder’s Initials

5 ORGANIZATIONAL SUMMARY INFORMATION

1. BIDDING FIRM: ________________________________________________________________

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

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

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

5. Optional Information:

☐ SBE
   ☐ American Indian Female Owned
   ☐ American Indian Male Owned
   ☐ Asian Pacific American Female Owned
   ☐ Asian Pacific American Male Owned
   ☐ Black American Female Owned
   ☐ Black American Male Owned
   ☐ Caucasian Female Owned
   ☐ Caucasian Male Owned
   ☐ Hispanic Female Owned
   ☐ Hispanic Male Owned
   ☐ Indo American Female Owned
   ☐ Indo American Male Owned
   ☐ Other (Please Define):
☐ Certified as a State of Texas Historically Underutilized Business (HUB)

   ID Number: ______________________

☐ Certified as Small Business Enterprise

   Certification Agency: ___________________________________________________________

   Certification Number: ___________________________________________________________

Additional Comments if Desired:

_____________________________________________________________________________
### WORK FORCE COMPOSITION

<table>
<thead>
<tr>
<th>Classification</th>
<th>American Indian or Alaskan Native</th>
<th>Asian or Pacific Islander</th>
<th>Black</th>
<th>Hispanic</th>
<th>White</th>
<th>Total Number of Full Time Employees</th>
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<tr>
<td>M=Male / F=Female</td>
<td>M F %</td>
<td>M F %</td>
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<td>M F %</td>
<td>M F ALL %</td>
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<td>Officials and Managers</td>
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<td>Professionals</td>
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<td>Technicians</td>
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<td>Sales Workers</td>
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<td>Administrative Support Workers</td>
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<td>Craft Workers</td>
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<td>Laborers and Helpers</td>
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<td>Service Workers</td>
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<td><strong>TOTAL</strong></td>
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**Definitions in accordance with Equal Employment Opportunity (EEO)**

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

**REMARKS:**

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Oct-09
COMMITMENT TO SMALL BUSINESS ENTERPRISE (SBE)

(REFER TO EXHIBIT B FOR REQUIRED FORMS TO BE INCLUDED WITH BID SUBMISSION.)

- **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 SBE 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.
Dallas Fort Worth International Airport Board Solicitation No. 7006967
NAME OF BIDDER: ____________________________________________

To be completed by the Bidder/Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 7006967, and said insurance shall be provided without change to the prices offered.

Name of Proposer: ____________________________________________
Authorized Agent (please print): __________________________________
Authorized Agent's Signature: ____________________________________
Date: ________________

To be completed by Bidder/Proposer's insurance provider:

I confirm that, if awarded the Contract, the Bidding Firm stated above either has insurance coverage or can obtain coverage in compliance with the requirements of DFW International Airport Board Solicitation No. 7006967. 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: ___________
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.)

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

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

<table>
<thead>
<tr>
<th>Business Structure: (Please check only one box)</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Partnership    ☐ Limited Partnership   ☐ Limited Liability Partnership</td>
</tr>
<tr>
<td>☐ Sole Proprietorship ☐ Joint Venture    ☐ Limited Liability Company ☐ Corporation (“C”)</td>
</tr>
</tbody>
</table>

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

| ☐ For Profit or ☐ Non Profit ☐ Public or ☐ Private |
| ☐ S Corporation ☐ Professional ☐ Parent-Subsidiary ☐ Close |

State of Incorporation, Registration or Formation:

State: Month: Year:

Name(s) of Owner(s) or Partners (or Owner of DBA if applicable)
Please indicate if any such individual(s) were employed by DFW Airport and the dates employed:

Name of Joint Venture Participants, if applicable
Please indicate if any such individual(s) were employed by DFW Airport and the dates employed:

UNLESS PUBLICLY TRADED list all individuals, partnerships, corporations or other entities having at least 10% ownership in the business and indicate their percentage of ownership. Please indicate if any such individual(s) were employed by DFW Airport and the dates employed. Attach additional sheets if necessary.

Form Completion Date:

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

Form Revised 10/13
The undersigned, in submitting this Bid and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

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

BID FOR SOLICITATION NO. 7006967

SUBMITTED BY:

(OFFICIAL NAME OF BIDDING FIRM)

By: ________________________________
(Original Signature of Bidding Firm’s Authorized Agent)  Must be signed for bid to be considered responsive

_____________________________________
(Typed or Printed Name)

_____________________________________
(Title)

_____________________________________
(Email and Telephone Number)

_____________________________________
(Date Signed)
1.0 INSURANCE PROVISIONS

1.1 DEFINITIONS FOR INSURANCE PROVISIONS

1.1.1 “We”, “us”, or “our” means the Dallas/Fort Worth International Airport Board.
1.1.2 “You” or “your” means the vendor, contractor, tenant, consultant, engineer, architect, and their agents, servants, employees, or other party to a contract with us.
1.1.3 “Contract” means the contract, purchase order, Invitation for Bid, or similar memorandum or agreement.
1.1.4 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.

1.2 GENERAL REQUIREMENTS

1.2.1 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.

1.2.2 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.

1.2.3 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”

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

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

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

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

1.2.8 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.

1.2.9 All required liability policies must cover cross-suits between insureds.
1.2.10 All required liability policies must contain a “severability of interests” provision.

1.3 REQUIRED COVERAGE AND LIMITS

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

1.3.1 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.

1.3.2 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.

1.3.3 Commercial General Liability (CGL)

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

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

1.3.5 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.

1.3.6 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.

1.3.7 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”).

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

1.3.4 Business Automobile Liability

Combined Single Limit for Each Accident.................................................................................. $500,000

1.3.4.1 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.

1.3.4.2 Auto pollution liability coverage is required on vehicles hauling hazardous cargo.
1.3.4.3 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.

1.4 ADDITIONAL LIMITS REQUIRED FOR CONTRACTS WITH OPERATIONS IN SECURE/AOA AREAS

1.4.1 Excess Liability (Secure Side)
Limit Any One Occurrence/Aggregate..............................................................................................................................$5,000,000

1.4.2 Total limits required may be satisfied through a combination of Primary and Excess/Umbrella Liability insurance policies.

1.4.3 Excess/Umbrella Liability coverage must follow form or be at least as broad as the underlying Primary insurance.

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

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

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

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

1.5.2 Pollution Liability Insurance (if exposure to pollutants)...............................................................$1,000,000

1.5.2.1 If you have any exposure to asbestos, lead, mold, (including any work which could, if not performed properly, lead to mold or fungal contamination), petroleum products, contaminated soils, or other pollutants, you shall provide appropriate Pollution Liability or Environmental Impairment insurance.

1.5.2.2 If the Pollution Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor’s first exposure to pollutants, or first work that may give rise to a pollution liability claim, related to our contract.
1.6 ADDITIONAL REQUIREMENTS

1.6.1 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.

1.6.2 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.

1.6.3 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.

1.6.4 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.

1.6.5 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).

1.6.6 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.

1.6.7 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”.

1.6.8 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.

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

1.6.10 The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.

1.6.11 Access to the Air Operations Area will not be granted without verification of insurance coverage as required.
1.7 CERTIFICATION OF INSURANCE

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

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

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

1.7.3 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.

1.7.4 You shall provide to the Board’s Risk Management department, at least thirty (30) days prior to cancellation, except ten (10) days for non-payment of premium of cancellation of any required coverage. You shall then arrange acceptable alternate coverage to comply with our requirements and provide an updated insurance certificate.

1.7.5 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.

1.7.6 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.

1.7.7 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.

1.7.8 Only an Acord™ certificate of insurance will be accepted. Please use the following sample certificate as a guide.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURERS, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT
NAME:
PHONE (A/C, No. Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

CERTIFICATE HOLDER

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

DALLAS FORT WORTH INTERNATIONAL AIRPORT BOARD
2400 Aviation Drive
PO Box 619428
DFW Airport, TX, 75261

ADDITIONAL REMARKS SCHEDULE

Date/Time Printed: 6/4/2020, at 3:01 PM
Risk Profile: 303-SCRE

Dallas Fort Worth International Airport Board and the Cities of Dallas and Fort Worth, Texas are included as Additional Insureds with respects to the GENERAL LIABILITY and AUTO LIABILITY. A WAIVER OF SUBROGATION in favor of the Dallas Fort Worth International Airport Board and the Cities of Dallas and Fort Worth, Texas applies with respects to the GENERAL LIABILITY, AUTO LIABILITY, and WORKERS COMPENSATION Policies.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Dallas Fort Worth International Airport Board and the Cities of Dallas and Fort Worth, Texas are included as Additional Insureds with respects to the GENERAL LIABILITY and AUTO LIABILITY. A WAIVER OF SUBROGATION in favor of the Dallas Fort Worth International Airport Board and the Cities of Dallas and Fort Worth, Texas applies with respects to the GENERAL LIABILITY, AUTO LIABILITY, and WORKERS COMPENSATION Policies.

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LIMIT $1,000,000
| F | Pollution Liability | Policy Number | MO/DAY/YR | MO/DAY/YR | LIMIT  | $1,000,000 |

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SMALL BUSINESS ENTERPRISE (SBE) SPECIAL CONTRACT PROVISIONS

Notification is hereby given that an SBE Contract Specific Goal has been established for this Contract. The Contractor/vendor has committed to percent (%) SBE participation of the total dollar value of this Contract including any change orders and/or modifications throughout the term of this Contract/agreement. The commitment is a contractual commitment upon execution of the Contract.

A. GENERAL REQUIREMENTS

1. It is the policy of the Dallas/Fort Worth International Airport Board of Directors ("Airport Board") to support the growth and development of Small Business Enterprises ("SBE") that can successfully compete for Airport general goods and services (professional and non-professional) and construction services under $1 million prime contracting and subcontracting opportunities.

2. A “Contractor” is defined as one who participates, through a Contract or any other contractual agreement. For purposes of these Provisions, a Contractor is one who seeks to do business with the Airport 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, developer or vendors.

3. It is the policy of the Airport Board to ensure non-discrimination in the award and administration of Airport Board Contracts. Consequently, the Contractor must fully comply with the requirements of the Airport Board’s Small Business Enterprise Program Policies and Administrative Procedures in proposing and performing hereunder.

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 Airport Board’s SBE Policy and Administrative Procedures. 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 Airport 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 Airport Board under this Contract.

5. The Business Diversity & Development Department ("BDDD") is responsible to ensure compliance with the Airport 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.

6. The Contractor specifically agrees to comply with all applicable provisions of the Airport 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 Airport Board’s SBE Policy and Administrative Procedures.
("Policies"). BDDD and or the Airport Board may make changes to the existing policy, procedures and contract provisions. Any future changes supersede past policies, procedures, contract provisions. The Contractor and subcontractors are responsible to be aware of future changes.

7. The Contractor shall maintain records, as specified in the Audit and Records Section of the Special Provisions in the Contract, showing:
   a. Subcontract/supplier awards, including awards to SBEs;
   b. 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.

B. ADMINISTRATIVE REQUIREMENTS

1. All Contractors are charged with knowledge of and are solely responsible for complying with each requirement of the Policies in 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.

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

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 Airport Board shall prescribe.

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 Policies may be considered and have a bearing on consideration of the Contractor for award of future Contracts.

C. GOALS AND GOOD FAITH EFFORTS

1. Determining Responsive, Non-Responsive and Good Faith Efforts (Pre-Award)
   a. 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.
      i. 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.
ii. 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 Board.

b. Under the Policies, BDDD establishes a Contract Specific Goal for each Contract. The specific goal for this Contract is stated in the Advertisement and Invitation to Bid. In order to comply with the bid/proposal requirements of the Policies, 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 Specific 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.

c. For Contracts awarded using the procurement methods of Indefinite Delivery, Job Order Contract, Construction Management-at-Risk or Design Build, a Compliance Plan is required to address the Contract Specific Goal and the 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.

d. 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.

e. The submission of good faith efforts documentation is a matter of responsiveness and shall include a specific response to each of the following criteria with the bid or proposal. The following factors are taken into account when assessing whether a Contractor made good faith efforts to meet the Contract Specific Goal. These factors are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the Contract Specific Goal. These factors should not be considered as a template, checklist or some quantitative formula. A Contractor is required to meet all factors outlined below and provide support documentation in order for good faith efforts to be assessed. Mere pro forma efforts are not good faith efforts to meet the Contract Specific Goal. This means that a Contractor must show that it took all necessary and reasonable steps to achieve a Contract Specific Goal, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the Contract Specific Goal, even if they were not fully successful. 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 Airport Board will evaluate the good faith efforts on quality, quantity, and intensity of the different kinds of efforts that the Contractor has made based on the regulations and the guidance in 49 C.F.R. part 26. 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. Contractors are not limited to these particular areas and may include other efforts deemed appropriate. Complete the Commitment to SBE Participation form and attach support documentation only if the Contract Specific 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). The required SBE good faith efforts are set forth below:

i. Conducting market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified SBES 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 SBES listed in the State and/or Local respective directories of firms that specialize in the areas of work desired (as noted in the SBE directory) and which are located in the area or surrounding areas of the project. The Contractor should solicit this interest as early in the acquisition process as practicable to allow the SBES to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the SBES are interested in taking appropriate steps to follow up initial solicitations at least three (3) business days prior to bid opening.

ii. Selecting portions of the work to be performed by SBES in order to increase the likelihood that the SBE 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 SBE 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 SBE participation.

iii. Providing interested SBES 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.

iv. Negotiating in good faith with interested SBES. It is the bidder's responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names,
addresses, and telephone numbers of SBEs 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 SBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SBE 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 SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE 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 of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.

v. Not rejecting SBEs 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 SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. 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 SBE, and it is not a sound basis for rejecting a prospective replacement SBE's reasonable quote.

vi. Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

vii. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

viii. Effectively using the services of available community organizations; small/minority/women contractors' groups; local, State, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBEs.

ix. 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 SBE and non-SBE subcontractor quote submitted to the bidder when a non-SBE subcontractor was selected over a SBE for work on the contract to review whether SBE prices were substantially higher; and contact the SBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to SBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

f. 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.

g. 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 efforts documentation has been submitted in the manner prescribed by BDDD is considered a matter of the Contractor's responsiveness. The Airport 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 determine whether the Contractor made the required good faith efforts to meet the SBE Contract goal and, if not, shall recommend that the Contractor be deemed non-responsive.

h. If a Contractor, that has submitted good faith efforts documentation, desires a review of BDDD’s decision, it must file a written request for an appeal within two (2) business days after receipt of the written decision to the following Reconsideration Official:

Executive Vice President
Administration & Diversity
P.O. Box 619428
DFW Airport, TX 75261-9428

i. As part of the reconsideration, the Contractor will have the opportunity to meet in person with the Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will also have the opportunity to provide written documentation or argument concerning the issue of good faith. Arguments, evidence, and documents supporting the basis for the appeal must be received no later than five (5) business days after the notice of appeal is filed. The Reconsideration Official’s decision shall be made based solely on the entire administrative record presented with the original good faith efforts
documentation. No new additional information or documentation can be provided or allowed for review. The Reconsideration Official will issue a final written decision in response to the appeal.

2. SBE Commitment Modification Due to Change in Scope of Work (Post Award)

a. 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 is not able to meet its original SBE commitment, due to changes to the scope of work made by the Airport Board, the Contractor must notify BDDD immediately to request a Goal Modification.

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

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

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

iii. 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;

iv. 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

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

c. Modified good faith efforts must be demonstrated to be meaningful and not merely for formalistic compliance with this requirement. The scope and intensity of the efforts will be considered in determining whether the bidder or proposer has achieved a good faith effort.

d. A Contractor determined not to have made good faith efforts to meet its SBE contractual commitments may request 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 good faith efforts in accordance with the Policies. BDDD’s determination shall be final.

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D. COUNTING SBE PARTICIPATION

1. BDDD will evaluate each bid or proposal to determine the responsiveness of the bid or proposal to the Policies. In determining if a Contractor’s committed levels of participation meet or exceed the solicitation’s Contract Specific Goal, BDDD shall base its determination solely on the information provided in the bid or proposal document.

2. 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.

3. When counting the SBE participation on bids with charged reimbursable expenses, deductive or add alternatives, the responsiveness determination shall be based on the base bid. Contractors, however, are strongly encouraged to include SBE participation on add alternates and charged reimbursable expenses when feasibly possible. Any participation achieved on add alternates and charged reimbursable expenses will be credited towards the SBE goal.

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.

5. A Contractor cannot require an SBE subcontractor to enter into an exclusive arrangement for purposes of submitting its bid or proposal or require the SBE subcontractor to enter into a non-compete arrangement post award.

6. Post award, the Contractor may count towards its SBE contractual commitment a SBE that is certified by an approved entity during the performance of the Contract if the SBE is added to the Contract or substituted for a SBE pursuant to SBE SUBSTITUTIONS OR TERMINATIONS section herein.

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 an SBE.

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.

9. SBE prime Contractors cannot count their self-performance in lieu of meeting an SBE subcontracting commitment made at the time of contract award.

10. When a SBE participates in a Contract, the Contractor shall count only the value of the work actually performed by the SBE toward the Contract Specific Goal.

11. All SBE contractors, subcontractors, joint ventures, suppliers, manufacturers, manufacturer’s representatives, or brokers listed in the bid or proposal must actually perform a commercially useful function in the work of a contract within the area(s) for which they are certified, and must not act as a conduit. In no case, however, shall an SBE act as a conduit, nor shall the participation of an SBE count toward the goal to the extent it fails to perform a commercially useful function.
12. When a Contractor utilizes an SBE staffing service to perform work and the employees of the staffing firm do not receive paid benefits, the Contractor shall count only the amount of fees or commissions charged by the staffing service for providing labor force.

13. A Contractor cannot count toward the Contract Specific Goal amounts paid to an affiliate subcontractor, as defined in the SBE Program Policy and Administrative Procedures, Glossary of Definitions.

14. 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).

15. When a SBE subcontracts part of the work of its Contract to another firm, at any tier, 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 does not count toward SBE goal.

16. The Contractor will count expenditures to a SBE subcontractor toward the SBE goal only if the SBE is performing a commercially useful function on the Contract.

   a. 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.

   b. 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 transactions, particularly those in which SBEs do not participate.

   c. 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.

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

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

   a. 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.

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

   c. 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.

   d. 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.

   e. 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.

   f. 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.

18. Suppliers: A supplier may be a regular dealer, manufacturer, manufacturer’s representative or broker. The Contractor shall count expenditures to SBEs for materials or supplies towards the SBE goal as follows:

   a. On Airport Board contracts of less than five million dollars ($5,000,000.00), at the time of bid openings or proposal selection, one hundred percent (100%) of the value of the commercially useful function performed by an SBE supplier on such contract shall be counted toward the SBE goal.

   b. On Airport Board contracts of five million dollars ($5,000,000.00) or more, at the time of bid opening or proposal selection, sixty percent (60%) of the value of the commercially useful function performed by an SBE supplier on such contract shall be counted toward the SBE goal.
19. 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 toward the SBE goal until the firm is certified. Counting of participation is not retroactive. 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.

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

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.

22. The following expenditures to SBEs may also count toward the SBE goal:
   a. 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 Airport Board to be reasonable and not excessive as compared with fees customarily allowed for similar services.
   b. 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.
   c. 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.

23. Joint Ventures: The Airport Board shall encourage where economically feasible joint ventures to encourage prime contracting opportunities for SBEs on all eligible Contracts, including commercial development agreements.
   a. If a Contractor engages in a joint venture to satisfy its SBE commitment, BDDD shall review all contractual agreements or other pertinent documents regarding:
      i. The initial capital investment of each venture partner;
      ii. The proportional allocation of profits, losses and risks to each venture partner;
      iii. The sharing of the right to control the ownership and management of the joint venture;
      iv. Actual participation of the venture partners in the performance of the Contract;
v. The method of and responsibility for accounting;

vi. The methods by which disputes are resolved; and

vii. Other pertinent joint venture factors.

b. A draft of the proposed joint venture agreement must be submitted with the bid or proposal to BDDD for its approval in writing. BDDD shall determine the degree of SBE participation resulting from the joint venture that may be credited towards the Contract Specific Goal.

c. 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 a 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.

d. If, after the award of a contract to a team, any member of the team believes that the terms and conditions of the agreement as approved by BDDD have not been complied with, then such member may seek review and mediation of such agreement before the Vice President of BDDD. The request for review must be made in writing.

e. In the event that the mediation with the Vice President, does not resolve all disputes, the Vice President of BDDD shall have the option of referring mediation proceedings to a qualified outside mediator, the costs to be borne by the interested parties.

24. Teaming Agreements

a. If the bidder or proposer submits a teaming agreement that includes one (1) or More SBEs, the value of the commercially useful function to be performed by the SBEs in the teaming agreement as the distinct, clearly defined portion of the work of the teaming agreement that the SBE performs with its own forces or for which it is separately at risk shall count toward satisfaction of the project goal. The teaming agreement is subject to review and approval by the BDDD, and the teaming agreement shall be provided to BDDD at least ten (10) days prior to the date of bid opening or the date of final project-specific proposal, in the case of a competitive selection process unless otherwise set forth in the request for bids or proposals, as required by BDDD. Teaming agreement participation will count toward the satisfaction of the project goal upon confirmation by the BDDD of the utilization in the teaming agreement arrangement and full integration of work forces by the teaming agreement parties.

b. BDDD will establish prior to issuing the request for bids or the request for proposals any criteria to evaluate the use of teaming agreements for the project. As to each teaming agreement under this Section, a written teaming agreement must be completed by all parties to the teaming agreement and executed, which clearly delineates the rights and
responsibilities of each teaming party, complies with any requirements of the BDDD department as set forth in the bid documents or otherwise, and provides that the teaming agreement shall continue for, at a minimum, the duration of the project.

c. BDDD shall review and approve all contractual agreements regarding the terms and provisions of each teaming agreement prior to the award of a contract, including agreements pertaining to:

i. Actual participation of the teaming members on the project;

ii. The high value work to be performed by the teaming members;

iii. The method by which disputes are resolved; and

iv. Any additional or further information required by BDDD as set forth in the bid documents or otherwise.

d. Teaming parties may submit agreements for pre-approval no later than ten (10) calendar days prior to the date set for receipt of bids or proposals on a project, but in no event later than designated in the bid documents or requests for proposals. A bid or proposal submitted by a teaming relationship that does not include a satisfactory written teaming agreement as applicable, in accordance with the requirements of this Section shall be deemed non-responsive and rejected.

e. The teaming parties shall provide the BDDD access to review all records pertaining to teaming agreements before and after the award of a contract in order to reasonably assess compliance with the policy and procedures.

f. If, after the award of a contract to a team, any member of the team believes that the terms and conditions of the agreement as approved by BDDD have not been complied with, then such member may seek review and mediation of such agreement before the Vice President of BDDD. The request for review must be made in writing.

g. In the event that the mediation with the Vice President, does not resolve all disputes, the Vice President of BDDD shall have the option of referring mediation proceedings to a qualified outside mediator, the costs to be borne by the interested parties.

25. The parties shall provide all records pertaining to the joint venture or teaming arrangement before and after the award of a Contract reasonably necessary to access compliance with these requirements, including but not limited to, certification and financial records.

E. CERTIFICATION

1. In order to count the participation of SBEs towards the Contract goal, the SBE must be certified by the North Central Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council, Women’s Business Council Southwest, Small Business Administration 8(a) Program or the Texas Department
of Transportation (TxDOT). Note: TxDOT only certifies for TxDOT highway construction and maintenance projects, not for DFW Airport projects.)

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 Board’s market area at the time the bid or proposal 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.

3. The SBE must provide any requested documentation to establish its place of business to the satisfaction of BDDD. Use of a P.O. Box address, another person’s or firm’s office space, virtual offices or staffing services are not considered a place of business.

4. Affiliate/Affiliation: Regardless of certification by a recognized agency, the SBE must be an independent business and not an affiliate of any other business. Affiliate means any business entity that is affiliated with an SBE or with owners of such SBE or any other business enterprise. Business enterprises are affiliates of each other when:
   a. One either directly or indirectly, through one or more intermediaries, controls or has the power to control the other; or
   b. A third party or parties controls or has the power to control both; or
   c. Other relationships or identity of interests between or among parties exist such that affiliation may be found.
   d. Concerns and entities are affiliates of each other when one controls or has the power to control the other, or a third party or parties controls or has the power to control both. It does not matter whether control is exercised, so long as the power to control exists.
   e. Affiliation based on identity of interest. Affiliation may arise among two or more persons with an identity of interest. Individuals or firms that have identical or substantially identical business or economic interests (such as family members, individuals or firms with common investments, or firms that are economically dependent through contractual or other relationships) may be treated as one party with such interests aggregated.
   f. Firms owned or controlled by married couples, parties to a civil union, parents, children, and siblings are presumed to be affiliated with each other if they conduct business with each other, such as subcontracts or joint ventures or share or provide loans, resources, equipment, locations or employees with one another.

5. The Airport Board in its sole discretion shall determine whether an applicant is an independent business.

6. The Contractor must submit to BDDD a properly completed SBE Certification Certificate or letter, with all required attachments, for all SBEs proposed to be utilized as subcontractors or suppliers to meet the Contract Specific Goal at the
time of bid/proposal submission. The Airport 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 the BDDD in writing. The request for reconsideration must be received by the BDDD within two (2) business days of the notification of rejection. BDDD’s decision on the request shall be final.

7. A firm must be certified as a SBE at the time of bid or proposal submission to be counted towards meeting the goal for purposes of determining Contract award.

8. Dollars paid to a firm prior to them obtaining an approved certification are not retroactive.

9. BDDD maintains a listing of certified firms that have expressed an interest in doing business with the Airport Board or are currently doing business with the Airport Board. The directory is not a certification database. Certifications listed are provided by third-party service providers. Bidders and proposers may use its Directory to assist them in locating SBEs for the work required on the Contract however the certifications should be verified through the approved certification agency.

- The SBE Directory is located at: https://dfw.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=dfw&XID=5886

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

E. PRE-AWARD COMPLIANCE PROCEDURES

1. SBE Utilization Forms and Related Documentation
   a. Each Contractor must submit for all solicitations, bids or proposals, completed SBE utilization forms as outlined below to be considered responsive. If the Contract Specific Goal is 0% and no SBE participation is proposed, including no SBE self-performance, the required forms should be noted as "Not Applicable".

2. Request for Bids (RFB) – General Goods and Services
   • **Commitment to SBE Participation** must be submitted at the time of bid submission.
   • **Final Schedule of Subcontractors** must be submitted at the time of bid submission.
   • **Certification Certificates** must be submitted at the time of bid submission for each SBE listed on the Final Schedule of Subcontractors.
   • **Intent to Perform as a Subcontractor** must be submitted at the time of bid submission for each SBE listed on the Final Schedule of Subcontractors.
   • **Good Faith Effort Documentation** must be submitted at the time of bid submission if the Contractor fails to meet the Contract Specific Goal.

3. Request for Bids (RFB) – Construction Services under $1MM
- **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** must be submitted at the time of bid submission for each SBE listed on the Preliminary Schedule of Subcontractors.
- **Intent to Perform as a Subcontractor** must be submitted at the time of bid submission for each SBE listed on the Preliminary Schedule of Subcontractors.
- **Good Faith Effort Documentation** must be submitted at the time of bid submission if the Contractor fails to meet the Contract Specific Goal.
- **Final Schedule of Subcontractors** shall be submitted within three (3) business days from the date of the bid opening or with the bid verification.

4. Request for Proposals (RFP)

- **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** must be submitted at the time of bid submission for each SBE listed on the Preliminary Schedule of Subcontractors.
- **Intent to Perform as a Subcontractor** must be submitted at the time of proposal submission for each SBE listed on the Preliminary Schedule of Subcontractors.
- **Good Faith Effort Documentation** must be submitted at the time of proposal submission if the Contractor fails to meet the Contract Specific Goal.
- **Final Schedule of Subcontractors** must be submitted with the best and final offer and prior to processing an Official Board Action.

5. Request for Proposal (RFP) - Indefinite Delivery, task/delivery order

- **Commitment to SBE Participation** must be submitted at the time of proposal submission.
- **Compliance Plan** must be submitted at the time of proposal submission.
- **Certification Certificate for Prime** must be submitted at the time of proposal submission if a certified Prime is claiming credit for self-performance.
- **Good Faith Effort Documentation** must be submitted at the time of proposal submission if the Contractor fails to meet the Contract Specific Goal.
- **Final Schedule of Subcontractors** must be submitted with each price proposal when a delivery order price proposal is requested from the Contracting Department.
- **Certification Certificates for Subcontractors** must be submitted with the Final Schedule of Subcontractors for each SBE listed on the Schedule.
- **Intent to Perform as a Subcontractor** must be submitted with the final agreed-upon price proposal for each delivery order for each certified subcontractor.

6. Any commitments to meet the Contract Specific Goal must be detailed on the **Commitment to Small Business Enterprise (SBE) Participation** form included with the bid/proposal. Submission of the form shall constitute a representation by
the Contractor to the Airport Board that it commits to maintain the SBE participation level to which it committed to at the time of Contract award throughout the performance of the Contract.

7. The **Schedule of Subcontractors** form must list all subcontractors and suppliers 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 certified SBEs identified and the levels of participation listed for each at the time of bid/proposal submission will be considered in determining whether the Contractor has met the Contract Specific Goal. All SBEs must be properly certified under the guidelines of the CERTIFICATION section. Modifications, substitutions or termination of the SBEs identified must follow the guidelines of the SBE SUBSTITUTIONS OR TERMINATIONS section.

8. Submission of the **Intent to Perform as a Subcontractor** form for each SBE shall constitute a representation by the 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 affiliate with the Contract 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 in the **Intent to Perform as a Subcontractor** form.

9. The Contractor shall enter into formal agreements with the SBE firms for work as indicated on the **Final Schedule of Subcontractors** and **Intent to Perform** forms within 10 (ten) business days after receipt of the Contract executed by the Airport Board or Notice to Proceed executed by the Airport Board. The Contractor, if requested, shall provide to BDDD copies of those agreements within 5 (five) business days of execution. The Airport Board reserves the right to review selected agreements at random.

10. If the SBE subcontractor information or status changes after the forms have been submitted but prior to award of the Contract (pre-award), the Contractor must immediately notify BDDD of the changes and a written explanation for the change by submitting a **Request for Approval of Change to Final Schedule of Subcontractors** form. 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.

11. Post award, any substitution or termination of SBEs that occur after Contract award, must be processed using the Airport Board’s Diversity Management System and follow the SBE Policy and Administrative Procedures stated in Section XII. CONTRACT SPECIFIC COMMITMENT MODIFICATIONS OR SBE SUBSTITUTIONS.

12. Contractors must appoint and designate to BDDD a high-level official to administer and coordinate its contractual SBE commitments.

13. **Alternative Compliance Plan**
   a. Bids/Proposals with the provision of Indefinite Delivery 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 a completed Compliance Plan at the time of bid/proposal submission to demonstrate compliance with the policy and procedures.

b. For contracts and/or proposals that are not determined to utilize a Compliance Plan and that do not delineate the dollar amount of a specific project, the bidder or proposer need list only the anticipated percentage of participation of SBEs rather than specific dollar amounts.

c. The Compliance Plan shall be developed in accordance with the following requirements:

1) BDDD may require separate Contract Specific Goals for professional services and for construction services, or set a project aggregate Contract Specific Goal. The Compliance Plan may be required to address the professional services goal and the construction services goal, one or the other, or any project aggregate goal in BDDD’s discretion.

2) The professional services and/or construction services goal shall be expressed as a percentage of either the total amount of any lump sum 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.

3) Submission and review of a Contractor’s proposed Compliance Plan will occur as a solicitation submittal requirement. Failure to comply with the submittal timetable may result in no further consideration of the proposed Compliance Plan and rejection of the proposal.

d. At a minimum, a proposed Compliance Plan must:

1) Comply with the SBE Policy and Administrative Procedures, including affirming that BDDD shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of the approved Compliance Plan. The Contractor must acknowledge the Airport Board’s right to impose monetary penalties and/or withhold payment in the event of non-compliance and subject the Contractor to sanctions pursuant to the SBE Policy and Administrative Procedures.

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

3) Provide a detailed program describing how the Contractor will divide up the anticipated work into economically feasible units calculated to enhance SBE opportunities.

4) Describe in detail how the Contractor will make good faith efforts to meet the project goal(s), including work that the Contractor would normally self-perform, and provide for review, reconciliation
milestones and audit opportunities for BDDD.

5) If the proposed Compliance Plan is based upon a phased or packaged buy out of the projected construction work, the Contractor will describe the process by which it will address the project goal(s) on a phased/package or cumulative basis.

6) Describe how the Contractor 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.

7) Contain a specific acknowledgement of the Contractor’s continuing duty to meet the requirements of the SBE Policy and Administrative Procedures. The Compliance Plan must detail how the Contractor will make good faith efforts to maintain its SBE commitments.

8) Set forth how the Contractor will comply with BDDD’s Diversity Management System for tabulation of participation performance and plan administration and for monitoring and reporting progress and participation performance to BDDD.

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

10) Set forth a detailed methodology for issuance of notice(s) of non-compliance to the Contractor’s subcontractors with the Compliance Plan and a reasonable opportunity to cure.

11) Set forth a detailed methodology for final reconciliation of participation performance, measured against the established goal(s) and Compliance Plan close out.

e. BDDD shall approve or reject the proposed Compliance Plan. If the proposed Compliance Plan is rejected, BDDD will provide rejection comments and the Contractor may submit a revised Compliance Plan by a date set by BDDD. BDDD in its sole discretion may meet with the Contractor 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 SBE Policy and Administrative Procedures, it 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 Board. In no event shall a Contract to construct a project be awarded, executed or continue without an approved Compliance Plan.

G. PAYMENT

1. Monitoring Contractual Commitments and Payments to SBes
a. It is Airport Board policy that all Contractor invoices in compliance with Contract payment terms and conditions be paid within 30 days of receipt.

b. All Contractors must comply with the Texas Prompt Pay Act (Chapter 2251; Texas Government Code) 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 Airport Board their appropriate share of such payment. No Contractor that has received payment of an undisputed amount from the Airport Board may withhold from any subcontractor its undisputed appropriate share of such payment.

c. No Contractor may withhold retainage from any subcontractor at a higher percentage rate than retainage is withheld by the Airport 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 Airport Board from/to Contractor (and must include provisions in its subcontracts ensuring this), including, but not limited to mirroring the Airport Board’s treatment of retainage withheld/released to Contractor concerning the following subjects:

i. the percentage amount of retainage withheld/released;

ii. the schedule for withholding/releasing retainage;

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

iv. 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 Airport Board's right to resume withholding retainage upon the occurrence of certain events);

v. 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).

d. 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 Airport Board treats the 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 Airport 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 Airport Board and/or withholding less retainage than Airport Board withholds to cover the value of punch-list work required to be completed before final completion certification.
e. 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.

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

g. The Airport 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.

h. The Airport 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.

i. In an effort to remove the race- and gender-neutral barrier of the length of time for subcontractor payments on Airport Board procurements, the Airport 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 Airport 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.
To ensure that the Contractor meets its SBE contractual commitment, BDDD will review the Contractor's SBE utilization throughout the term of the Contract, including any term extensions from the original Contract period. If a Contract includes an SBE contractual commitment, the Contractor must report all SBE payments using the Airport Board’s Diversity Management System and submit verifying information as outlined below, concurrent with the Contractor's submission of each payment request. The information provided 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 submit this information with the payment request will result in the invoice being returned to the Contractor.

i. As of 2012, Contractors with new contracts are required to report all payments online utilizing the Airport Board’s Diversity Management System and submit a data entry confirmation with each payment request. The confirmation is a print out of what was entered into the system.

ii. Contracts prior to 2012, are required to submit the original Pay Period Activity Report form with the payment request, unless they choose to report online, when then defaults to Paragraph 10.a.

2. Training for the Airport Board’s Diversity Management System: The Contractor is responsible for ensuring its employees who are processing payment requests on its company’s behalf are trained on the Airport Board’s Diversity Management System. This includes all subcontractors who the Contractor will be utilizing on the contract and will be verifying reported sub payments online.

3. 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, prior to receiving final payment. The Contractor must report all final SBE payments using the Airport Board’s Diversity Management System and submit a data entry confirmation with the final payment request or **Final Pay Period Activity Report** if the Contract was awarded prior to 2012. In addition, the Contractor must ensure all subcontractor payment verifications are complete in order for BDDD to close out the Contract.

4. Dispute Resolution: 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.

5. On-Site Inspections: Compliance monitoring may also include on-site inspections. The Contractor is responsible for providing BDDD, if requested, a project work scheduler together with a list of all subcontractors for the scheduled work.
6. All reports of noncompliance will be referred by BDDD to the contract administrator, and if appropriate, to the Legal Department.

H. SBE SUBSTITUTIONS OR TERMINATIONS

1. If change orders, amendments or any other Contract modifications are issued under the Contract, the Contractor has 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.

2. 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 must be contemporaneously submitted to BDDD. The Contractor must make good faith efforts to meet its SBE contractual commitment with existing SBEs first. If the Contractor is unable to meet its SBE contractual commitment with existing SBEs, the Contractor shall satisfy its commitment, as it relates to changed scope of work, modifications, and or amendments, by soliciting new SBEs and must submit a Request for Approval of Change to Final Schedule of Subcontractors through the Airport Board’s Diversity Management System and must be approved in writing by BDDD.

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

4. The Contractor must demonstrate good cause to terminate or substitute the SBE and seek BDDD approval prior to taking any termination or substitution action. Good cause includes the following circumstances:

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

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

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

   d. The listed SBE is ineligible to work on Airport Board projects because of suspension and debarment proceedings pursuant to federal or state law or other applicable laws or regulations.

   e. BDDD has determined that the listed SBE subcontractor is not a responsible Contractor.

   f. The listed SBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal.
g. The listed SBE subcontractor is ineligible to receive certification for the type of work required.

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

i. Other good cause as determined in BDDD’s sole discretion,

5. Good cause does not include where the Contractor seeks to terminate an 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**.

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.

7. Contractors must meet the above criteria and process before requesting prior written approval of any material change in the ownership, control, duties, functions and responsibilities of any SBE. The Contractor cannot make any changes to the **Final Schedule of Subcontractors** without the prior written consent of BDDD.

8. 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 that is already certified 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.

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. All changes to the **Schedule of Subcontractors** form must be submitted for review and approval through the Airport Board’s Diversity Management System utilizing the **Request for Approval of Change to Final Schedule of Subcontractors** form when adding, changing, or deleting any subcontractor.

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 Airport Board may elect to apply Contract remedies as described in the SBE Policy and Administrative Procedures.

I. COMPLIANCE AND ENFORCEMENT

1. These provisions address the additional contractual remedies available to the Airport Board as a result of the Contractor’s failure to comply with the obligations set forth in the SBE Policy and Administrative Procedures. The contractual
remedies set forth 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 the Contractor’s failure to comply with other obligations under the Contract unrelated to the Program requirements or preclude Airport Board’s recovery of its actual damages for such unrelated breaches.

2. The Contractor must attend and participate in onboarding, progress, non-compliance meetings and site visits upon request. The Contractor must forward all necessary documents and information during the course of performance 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.

3. BDDD is empowered to receive and investigate complaints and allegations by SBEs, third parties or Airport 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 Airport Board concerning the investigation and Contractor’s compliance with the Program requirements.

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 Airport Board to exercise any remedy available in this Contract, the Program requirements or applicable law. In addition, the failure of the Contractor to meet the SBE contractual commitment or comply with any other aspect of the Program requirements may be considered and have a bearing on future contract award considerations.

5. The Airport Board may report any suspected false, fraudulent or dishonest conduct relating to the Contractor’s performance of the Program requirements to the Airport 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.

6. If Contractor is in breach of any of the Program requirements, the Airport 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:

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

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

   c. termination of the Agreement/Contract;

   d. 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.

7. With respect to a firm not meeting a goal on a previous contract or the underutilization of an SBE(s) on a previous contract, BDDD shall regard as non-
responsive any bid, proposal or competitive selection process proposal received that includes the Contractor, consultant as a Contractor, consultant, subcontractor, subconsultant, joint venture, supplier, manufacturer’s representative, or broker.

8. With respect to SBE firms, a finding of non-compliance could result in a denial of certification or removal of eligibility and/or suspension and debarment.

*(End of SBE Special Contract Provisions)*
COMMITMENT TO SMALL BUSINESS ENTERPRISE (SBE)
PARTICIPATION FORM
(This form is required as part of the bid/proposal submission.)

The SBE goal for Solicitation/Contract # __________________________ is ________%.

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 area¹ 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

1 The Airport’s market area is defined as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, and Wise counties.
# SCHEDULE OF SUBCONTRACTORS (PRELIMINARY)

<table>
<thead>
<tr>
<th>Name of Subcontractor(s)</th>
<th>Certification Status² (check the applicable)</th>
<th>Relevant Market Area³</th>
<th>Description of Material or Service Being Provided or Performed</th>
<th>NAICS Commodity Code</th>
<th>Dollar Amount and Percentage of Work</th>
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<tr>
<td></td>
<td>SBE</td>
<td>NON COUNTY</td>
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Dollar Amount & Percentage: Work to be completed by Non-SBE Subcontractors

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

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

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

## 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 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 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: ___________________________ Date: ___________________________

(Please print or type)

Signature: ___________________________ E-mail Address: ___________________________

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

² In order to credit the participation of small business enterprises, firms must be certified as SBEs by a certification agency approved by the Airport Board as defined in the SBE Policies and Administrative Procedures.

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

**Prime Bidder/Contractor:** __________________________________________________________________________________________________________________

☐ SBE  ☐ NON-SBE

**Contract Number:** _______________________  **Contract Name:** ___________________________________________________________________________________

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 completed form as part of the bid. Check all Certification Status categories that apply to each subcontractor. Verify that the proposed SBE subcontractor has a place of business in the Airport’s Relevant Market Area\(^3\) (not applicable to DBE goals). **NOTE:** Certification certificate(s) MUST be attached to this form or bid/proposal will be deemed non-responsive. The submission of this information is considered an issue of responsiveness, and the Airport Board will not award a contract to any Contractor who has not supplied this documentation. Use additional sheets if necessary.

<table>
<thead>
<tr>
<th>Name of Subcontractor(s)</th>
<th>Certification Status(^2) (check the applicable)</th>
<th>Relevant Market Area(^2)</th>
<th>Description of Material or Service Being Provided or Performed</th>
<th>NAICS Commodity Code</th>
<th>Dollar Amount and Percentage of Work</th>
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<td>COUNTY</td>
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<td>$$$  %</td>
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<tr>
<td></td>
<td>Dollar Amount &amp; Percentage: Work to be completed by Non-SBE Subcontractors</td>
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<td>Dollar Amount &amp; Percentage: Work to be completed by SBE Subcontractors</td>
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<tr>
<td></td>
<td>Dollar Amount &amp; Percentage: Work to be self-performed by the Prime</td>
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<tr>
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<td>Total Dollar Amount &amp; Percentage of Work</td>
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<td>100%</td>
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</table>

(The Total Amount shall equal the amount proposed on summary of bid/proposal page).

### 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 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 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:** ___________________________________________________________  **Date:** ___________________________________________

(Please print or type)

**Signature:** ___________________________________________________________  **E-mail Address:** __________________________________

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

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

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

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.

### PRIME CONTRACTOR / CONSULTANT

<table>
<thead>
<tr>
<th>Contract / Solicitation Number:</th>
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<tbody>
<tr>
<td>Name of Prime Contractor:</td>
<td></td>
</tr>
<tr>
<td>Address, City, State and Zip Code:</td>
<td></td>
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</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Name:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Mail Address:</td>
<td>Phone Number:</td>
</tr>
</tbody>
</table>

### DECLARATION OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that as a duly authorized representative of the Prime Contractor stated above, I have personally reviewed the material and facts set forth in this form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true and the owner or authorized agent of the SBE firm stated above signed this form in the place indicated, and no material facts have been omitted. The undersigned affirms that the Prime Contractor has no ownership or financial interest in the SBE subcontracting firm stated 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: |

### SBE SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER AT ANY TIER

The Airport requires that disadvantaged 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 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.  

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>

### 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 and Percentage:

| $ | ( % ) |

### SBE Certification #:  Certification Agency:

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 and tier level that will be utilizing your participation for SBE credit.

### Percentage (%) of the proposed subcontract described above will be sublet and/or awarded to a Non-SBE subcontractor. (Complete this box ONLY if subcontracting to a Non-SBE subcontractor.)

### DECLARATION OF SBE SUBCONTRACTOR

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: |

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

2 The Airport’s market area is defined as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall and Wise counties.
GOOD FAITH EFFORT (GFE) Criteria

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

The following factors are taken into account when assessing a good faith effort response. These factors are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the applicable contract-specific Small Business Enterprise (SBE) 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 SBE contract requirements. This means that a bidder/proposer must show that it took all necessary and reasonable steps to achieve an SBE goal or other requirement of this GFE which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SBE participation, even if they were not fully successful. 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. SUBMITAL 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 SBE 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).

### GOOD FAITH EFFORT FACTORS

<table>
<thead>
<tr>
<th>Conducting market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified SBEs 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 SBEs listed in the State and/or Local respective directories of firms that specialize in the areas of work desired (as noted in the SBE directory) and which are located in the area or surrounding areas of the project. The Contractor should solicit this interest as early in the acquisition process as practicable to allow the SBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the SBEs are interested in taking appropriate steps to follow up initial solicitations at least three (3) business days prior to bid opening.</th>
</tr>
</thead>
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<tr>
<td>Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE 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 SBE 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 SBE participation.</td>
</tr>
<tr>
<td>Providing interested SBEs 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.</td>
</tr>
<tr>
<td>Negotiating in good faith with interested SBEs. It is the bidder's responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs 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 SBEs to perform the work.</td>
</tr>
<tr>
<td>A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SBE 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 SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE 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 of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.</td>
</tr>
</tbody>
</table>
Not rejecting SBEs 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 SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor’s inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. 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 SBE, and it is not a sound basis for rejecting a prospective replacement SBE’s reasonable quote.

| Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor. |
| Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. |
| Effectively using the services of available small business community organizations; small business contractors’ groups; local, State, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBEs. |
| 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 SBE and non-SBE subcontractor quote submitted to the bidder when a non-SBE subcontractor was selected over a SBE for work on the contract to review whether SBE prices were substantially higher; and contact the SBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to SBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule. |
| A promise to use SBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts. |

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

Plan Reviewed by:__________________________________________________________

Date:________________________

Signature of Business Specialist/Manager:________________________________________

Recommendation: Approval:________________________ Denial:________________________
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 (SBE Form No. 90), as originally submitted as part of the bid/proposal on the above-named project.

<table>
<thead>
<tr>
<th>ADD</th>
<th>DELETE</th>
<th>COMPANY NAME</th>
<th>TRADE</th>
<th>SBE STATUS</th>
<th>RELEVANT MARKET AREA COUNTY</th>
<th>DOLLAR AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
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JUSTIFICATION

The Contractor must demonstrate good cause to terminate or substitute the SBE and seek BDDD approval prior to taking any termination or substitution action. Good cause includes the following circumstances: 1. The listed SBE subcontractor fails or refuses to execute a written contract. 2. The listed SBE subcontractor fails or refuses to meet the Contractor’s reasonable, nondiscriminatory bond requirements. 3. The listed SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness. 4. The listed SBE 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 SBE subcontractor is not a responsible contractor. 6. The listed SBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal. 7. The listed SBE subcontractor is ineligible to receive credit for the type of work required. 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. 9. Other good cause as determined in BDDD’s sole discretion. Attach additional sheets as necessary.

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 of Authorized Representative: ___________________________ E-mail Address: ___________________________

(Please print or type) Signature: ___________________________ Date: ___________________________

Routed To: ___________________________ Approved by: ___________________________

(Check One) 
____ Procurement & Materials Management Dept. 

Vice President or Designee 
Business Diversity & Development Dept.
Contract Name: ____________________

Organic Waste Sortation & Collection Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Cubic Yards (CY) per month</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Sub-Total (Price for Years 1-3)</th>
<th>Option Year 4</th>
<th>Option Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Price per CY</td>
<td>Extended Price</td>
<td>Price per CY</td>
<td>Extended Price</td>
<td>Price per CY</td>
<td>Extended Price</td>
<td>Price per CY</td>
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<tr>
<td>Collection from terminals</td>
<td>1,600</td>
<td></td>
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<td>Collection from Sky Chefs</td>
<td>760</td>
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<tr>
<td>Collection from Gate Gourmet</td>
<td>110</td>
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<tr>
<td>Collection Bins</td>
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<tr>
<td>Program Monitoring and Data delivery</td>
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</table>

Total Extended Price for Initial Contract Years 1-3

Organic Waste Program Services

<table>
<thead>
<tr>
<th>Description</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Food Waste Diversion Assessment and Plan</td>
<td></td>
</tr>
<tr>
<td>Process Documentation including:</td>
<td></td>
</tr>
<tr>
<td>Onsite Training Program for 90 Airport stakeholders</td>
<td></td>
</tr>
</tbody>
</table>

Total Extended Price for Program services

*Prices should account for educational materials, equipment and labor required to carry out requested activities

Total Extended Price for Organic Waste Program and Collection Services

(Total Extended Price for Initial Contract Years 1-3 + Total Extended Price for Program services)