DALLAS FORT WORTH
INTERNATIONAL AIRPORT

ADDENDUM NO. 01

AUTOMATED PEOPLE MOVER ARCHITECTURAL AND ENGINEERING SERVICES

CONTRACT NO. 8500385

RFQ Revisions

1. Request for Qualifications – Title Revision “Automated People Mover Architectural and Engineering Services”
2. Agreement – Title Revision “Automated People Mover Architectural and Engineering Services”
DALLAS/FORT WORTH INTERNATIONAL AIRPORT
DESIGN, CODE AND CONSTRUCTION DEPARTMENT

REQUEST FOR QUALIFICATIONS STATEMENTS
FOR
Automated People Mover Architectural and
Engineering Services
AGREEMENT NO. 8500385

August 27, 2020
Advertisement

The Dallas/Fort Worth International Airport Board will receive Statement of Qualifications for the following items at the location stated below until the due date and time stated:

SOLICITATION: 8500385 Automated People Mover Architectural and Engineering Services
PRE-QUALIFICATIONS CONFERENCE: August 31, 2020 2:00pm (Central Time), via GoToMeeting
QUALIFICATIONS DUE DATE AND TIME: September 29, 2020 2:00pm (Central Time)
MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) GOAL: 22%
CONTACT: Contract Administrator Brett Peveto (972) 973-1730 bpeveto1@dfwairport.com
STATEMENT OF QUALIFICATIONS DROP OFF LOCATION: DFW International Airport Board, Design, Code and Construction Offices, 3003 South Service Road, DFW Airport, TX 75261.

Additional information is available on the Dallas Fort Worth International Airport website at www.dfwairport.com/business/solicitations

The DFW Airport Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 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, 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.
NOTICE– CONFLICT OF INTEREST

Conflict of Interest: It is the responsibility of the Respondent to fully examine and investigate their team’s current contracts and engagements with the Board. The Board is aware of the below known conflicted contracts;

a. 8500329: Program Management/Construction Management Services – Facilities
b. 8500327: Program Management/Construction Management Services – CIVIL
c. 8500331: Commissioning Services
d. 8500348: Code Inspection and Plan Review Professional Services
e. 8500351: Indefinite Delivery of Professional Structural Inspection Services
f. 8500359: Estimating, Cost Management and Scheduling Services
g. 8500363: Material Testing and Inspection Services
h. 8500376: Master Planner and Master Architect Services

Subconsultants/Subcontractors to the above listed contracts are not conflicted from engagement in this Solicitation/Contract No. 8500385.

If awarded Contract No. 8500385, upcoming future solicitations/contracts that will preclude awardee from engaging with requested services include the ones listed below. These include new solicitations being issued to replace contracts listed in "Solicitation Questions (Q) and Answers (A)" Section, Item 1 above.

a. Project Management Construction Management Program Integration Office (PMCM PIO)
b. Code Inspection and Plan Review Professional Services
c. Quality Assurance Inspection Services (currently being solicited under Solicitation No. 8500382)
d. Commissioning Services (currently being solicited under Solicitation No. 8500381)

Subconsultants/Subcontractors to the above listed contracts are not conflicted from engagement in this Solicitation/Contract No. 8500385.

To ensure no conflicts exist with firms contracted, teamed or otherwise engaged in the above contracts, a letter from the Prime consultant of each contract is required that confirms the following:

a. Any current contract under which proposing Prime or an Affiliate (as a prime contractor or Subcontractor/Subconsultant) provides work or services to Board or any Person doing business at the Airport; and

Pending contract (e.g. not finalized and executed) under which proposing Prime or an Affiliate (as a prime contractor or Subcontractor/Subconsultant) will provide work or services to Board or any Person doing business at the Airport.
Part 1
Information and Instructions to Respondents

1) Services Being Procured
   a) General – This Request for Qualifications Statements ("RFQS") from qualified Respondents ("Respondent[s]"") by the Dallas/Fort Worth International Airport Board ("Board") seeks to procure generally the following services ("Services"): Automated People Mover Architectural and Engineering Services at the Dallas/Fort Worth International Airport ("Airport") and as detailed in Appendix 4 – The Agreement (Scope of Services).
   b) 2254 Services – The 2254 Services that Board seeks to procure under this solicitation are:
      i) Professional Services that involve the practice of engineering, as that term is defined in Chapter 2254; Subchapter A; of the Texas Government Code, including Section 2254.002 of that Subchapter, and the Texas Occupations Code; Title 6; Subtitle A; Regulation of Engineering and Related Practices; and
      ii) Professional Services that involve the practice of architecture, as that term is defined in Chapter 2254; Subchapter A; of the Texas Government Code, including Section 2254.002 of that Subchapter, and the Texas Occupations Code; Title 6; Subtitle B; Regulation of Architecture and Related Practices; and
      iii) Professional Services that involve the practice of land surveying, as that term is defined in Chapter 2254; Subchapter A; of the Texas Government Code, including Section 2254.002 of that Subchapter, and the Texas Occupations Code; Title 6; Subtitle C; Regulation of Land Surveying and Related Practices; and
   c) Exempt Services – The Board also seeks to procure certain ancillary and related personal, professional and planning services that are related to the 2254 Services and that are exempt from formal, competitive procurement requirements pursuant to Chapter 252 of the Texas Local Government Code; Section 252.022(a)(4) at the Dallas/Fort Worth International Airport ("Airport"). The 2254 Services and Exempt Services are collectively referred to as the "Services".
   d) Specific – more detailed Scope of Services sought in this solicitation is set forth in Appendix 4 – The Agreement.

2) Federal Funding, Instructions, and Federally Mandated Agreement Provisions
   a) As detailed in Appendix 4 – The Agreement.

3) Method of Source Selection
   The 2254 Services being procured under this solicitation are governed by the competitive procurement requirements set forth in Chapter 2254; Subchapter A; of the Texas Government Code; the focus of this solicitation is on meeting those competitive procurement requirements. If one or more Agreements are awarded pursuant to this solicitation, Delivery Orders, however, may subsequently be issued involving Exempt Services that are exempt from any competitive procurement requirements under Chapter 252 of the Texas Local Government Code; Section 252.022(a)(4). Any Respondent submitting a Qualifications Statement pursuant to this solicitation and forming teams to provide Services should familiarize itself with the Exempt Services that may be the subject of future Delivery Orders. However, the primary purpose of this solicitation is a qualifications-based procurement based upon a Respondent's particular qualifications to perform the 2254 Services.
   Depth of Qualifications Analysis to be Performed by Board: Section 2254.004; Texas Government Code: Section 2254.004 of the Texas Government Code provides:
   "(a) In procuring architectural, engineering, or land surveying services, a governmental entity shall:
      (1) first select the most highly qualified provider of those services on the basis of demonstrated

1The Board may use the term "Consultant" in this RFQS to describe a Respondent that has been determined to qualify as an awardee of an Agreement.
competence and qualifications; and
(2) then attempt to negotiate with that provider a contract at a fair and reasonable price.”

Board’s Position on Respondent Qualifications; Role of Subconsultants/Subcontractors: Accordingly, Board’s qualifications-based evaluation in this solicitation will focus on the specific qualifications attributable to each Respondent itself, as it is the top ranked Respondent with which successful negotiations occur that will be in privity of contract with Board, if it chooses to award an Agreement pursuant to this solicitation. Although the qualifications of a Respondent’s Subconsultants/Subcontractors may factor into Board’s evaluation of a Respondent’s qualifications because it reflects on a Respondent’s ability to bring qualified Subconsultants/Subcontractors to this transaction, a Respondent that may be awarded an Agreement pursuant to this solicitation is ultimately responsible for the qualifications of Subconsultants/Subcontractors it chooses to utilize to provide Services.

Procurement Phases: This procurement will be conducted in 3 phases as follows:

a) Responsibility/Responsiveness Phase – Each Respondent’s Qualifications Statement will be evaluated to determine whether it is responsive and each Respondent will be evaluated to determine whether it is responsible;

b) Qualifications Evaluation Phase – Each Respondent that is determined to be responsible and also whose Qualifications Statement is determined to be responsive will then be evaluated based upon qualifications. The Respondents will be ranked according to such evaluations from the most highly qualified provider of Services on the basis of demonstrated competence and qualifications to the least highly qualified; and

c) Negotiations Phase – Board will enter into negotiations with the highest ranked Respondent in an attempt to negotiate an Agreement at a fair and reasonable price. If negotiations are unsuccessful with the highest ranking Respondent, Board will formally end such negotiations and enter into negotiations with the next ranked Respondent. This process will be followed until Board is able to successfully negotiate an Agreement or determines to cancel this solicitation.

4) Nature of Agreement(s) Anticipated for Award

a) Master Agreement/Delivery Orders – The type of Agreement that is anticipated to be awarded pursuant to this solicitation is a general services agreement for basic Services, as set forth in Appendix 4 – The Agreement, attached to this RFQS. The Agreement will serve as a “master agreement” for future Services, which will be provided through separately issued Delivery Orders. No Services will be provided independently under the Agreement, absent a Delivery Order for Services. The Agreement will set forth general contractual provisions applicable to any Delivery Order issued under it and will also establish basic negotiated terms concerning compensation.

b) Delivery Order Scopes – Each Delivery Order will include, among other things, a more detailed Scope of Services for the specific project and will include a project schedule and/or additional compensation terms based on those originally set forth in the Agreement.

c) No Obligation to Issue Delivery Order – Even if an award or multiple awards of an Agreement result during this solicitation, Board will be under no obligation to issue any Delivery Order to any successful awardee, once an Agreement with it is executed.

5) Board Selection Committee – Board intends to appoint a Selection Committee to evaluate Qualifications Statements received for this solicitation in accordance with Part 3 of this RFQS.

6) Minimum Qualifications – Each Respondent should have a minimum of 10 years’ experience in providing the Services at an airport, large municipalities or multistate type facilities with comparable requirements. This minimum qualification requirement does not apply to Subconsultants/Subcontractors.

7) Insurance Requirements – The insurance requirements applicable to any Agreement that may be executed pursuant to this solicitation are set forth on Appendix 4 – The Agreement to this RFQS.

8) Proposed Form of Agreement – A proposed form of Agreement that Board anticipates executing with a successful awardee is attached to this RFQS as Appendix 4 – The Agreement. The Agreement included in this RFQS is a Board form that it expects a successful awardee to execute. The Agreement does contain certain provisions that are drafted in blank that will be completed by Board if a successful awardee is identified (e.g. identification of Consultant Key Personnel or Subconsultants/Subcontractors, terms concerning compensation, etc.). However, the stated terms and provisions contained within the Agreement (requiring no
Conflicts of Interest

9) Conflicts of Interest/Participation in Additional Pending or Upcoming Solicitations
   a) Existing Business Relationships with Airport – Board recognizes that certain Persons desiring to participate in this solicitation may currently provide services to Board or to another Person doing business at the Airport, either through a direct contract with Board or such other Person or as a Subconsultant/Subcontractor, Affiliate or similar Person.
   b) Participation in Additional Pending or Upcoming Solicitations – Board also recognizes that certain Persons desiring to participate in this solicitation may also be participating in other pending or upcoming solicitations, such that potential conflicts of interest may arise if the Person is both successful in this solicitation and other solicitations.
   c) Questionnaire – Accordingly, Board has included in this RFQS at Form 3 – Questionnaire, a request for information about Persons (including Respondents, Subconsultants/Subcontractors, Affiliates or similar Persons) currently doing business at the Airport or that are participating or will participate in other solicitations, so that it may properly evaluate whether any Respondent, Subconsultant/Subcontractor or any Person associated with them, has or may develop a potential conflict of interest.
   d) Independent Consultant Sought – Board’s goal in this solicitation is to obtain an Agreement with a Respondent that is satisfactorily, in Board’s opinion, independent of current business relationships at the Airport.
   e) Potential Board Actions – Depending on the nature of Respondents participating in this solicitation and the information Board obtains in the Qualifications Statements, Board may determine that it is not in its best interests to further consider a specific Respondent’s Qualifications Statement because such Respondent (or its Subconsultants/Subcontractors, Affiliates or similar Persons) may have potential conflicts of interest as a result of existing contract or service relationships at the Airport.
   f) No Prohibition – Nothing in this RFQS prohibits any Person from participating in multiple Qualifications Statements (e.g. as a prime on one Qualifications Statement and as a Subconsultant/Subcontractor to a prime on another Qualifications Statement) or participating in other solicitations being conducted by Board.

10) Diversity
   a) Applicable Board Diversity Program – The Board’s Diversity Program applicable to this solicitation is set forth in Appendix 4 – The Agreement (Exhibit B - M/WBE Special Contract Provisions) attached to this RFQS. By submitting a Qualifications Statement in response to this solicitation, each Respondent agrees to comply with such applicable Diversity Program.
   b) Diversity – Board encourages Minority/Women Business Enterprise (M/WBE) firms to participate in this solicitation and encourages teaming arrangement Qualifications Statements which include M/WBE participation. Teams should be large enough to provide adequate resources to accomplish the Services and small enough to provide opportunity for significant and material participation by every team member.
   c) Title VI Procurement Notice – The DFW Airport Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, 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.

11) No Offer by Board – This solicitation does not constitute an offer by Board to enter into an agreement and cannot be accepted by any Respondent to form an agreement.

12) Qualifications Statements Deadline – Your Qualifications Statement in response to this RFQS must be received by Board’s Contract Administrator Brett Peveto, and in accordance with Appendix 5 – Solicitation Schedule.

13) Pre-Qualifications Statements Conference – Each Respondent may attend the Pre-Qualifications Statements Conference as detailed in Appendix 5 – Solicitation Schedule.
14) Procurement Questions, Prohibited Contacts
   a) **No Reliance on Verbal Information** – Board anticipates during the Pre-Qualifications Statements Conference the exchange of dialogue between its representatives and those of potential Respondents, including questions and answers to those questions during such exchange. Each Respondent, however, is obligated to reduce to writing any questions to which it seeks a formal response for submittal to Board. No Respondent may rely on any verbal response to any question submitted (verbally or in writing) concerning this RFQS.
   b) **Board Contact, Solicitation Questions** – Any questions regarding this RFQS should be submitted in writing to Board’s Contract Administrator Brett Peveto, and in accordance with Appendix 5 – Solicitation Schedule.
   c) **Addenda, Board Website** – Any response made by Board to timely submitted written questions will be provided in writing to all Respondents by Addendum. It is entirely within Board’s discretion as to whether to respond to any question. It is the responsibility of each Respondent to obtain a copy of any Addendum issued for this solicitation by monitoring Board’s website at dfwairport.com. This solicitation and, potentially, the terms of any Agreement that may be awarded pursuant to it, are governed by the contents of any Addendum, regardless of whether a particular Respondent, in fact, obtains a copy of it.
   d) **Prohibited Contacts** – All Respondents and representatives of any Respondent are strictly prohibited from contacting any other Board employees/representatives or any third-party representatives of Board on any matter having to do with this RFQS. All communications by any Respondent concerning this RFQS must be made to Board’s contact person.

15) Ownership of Qualifications Statements – Each Qualifications Statements submitted to Board will become the property of Board, without compensation to a Respondent, for Board’s use, in its discretion.

16) Cancellation of Procurement/Rejection of Respondents/Qualifications Statements – In accordance with Applicable Laws, this solicitation may be cancelled by Board and Board may reject any Respondents/Qualifications Statements. By submitting a Qualifications Statement, each Respondent agrees that it has no entitlement to an award of an Agreement and no Agreement will be deemed to have been awarded until the award has been legislatively approved by Board, Respondent has executed the Agreement, Board has executed the Agreement and it has been approved by Legal Counsel for Board as to form, and an original of the fully executed Agreement has been provided to Respondent.

17) Award of Agreement, Execution
   a) **Multiple Awards** – Board may award one or more Agreements under this solicitation.
   b) There will be at least one award in the amount of $15 million for five-year term to Award – No Agreement award will occur until legislation authorizing such award is considered by Board, such legislation is enacted, Board and the successful awardee have, in fact, executed such Agreement, the fully executed Agreement has been approved by Board’s Legal Counsel as to form and an original of the fully executed Agreement has been delivered to awardee.
   c) **Post-Award Agreement Execution** – If Board awards an Agreement pursuant to this solicitation, Board will prepare and forward to the successful Respondent an Agreement for execution substantially in the form provided to the Respondent during the negotiation phase of this solicitation.
Part 2
Contents of Qualifications Statements/Required Submittals

1) Formatting of Qualifications Statements
   a) Page Limit and Format – Qualifications Statements are limited to a maximum of thirty (30) 8 1/2” x 11” pages. Each page should be numbered sequentially. Qualifications Statements may be submitted single or double sided, each printed side of any page will count as a numbered page. 11”x17” paper may be used for large exhibits; each printed side of an 11” x 17” page will count as 2 numbered pages. Resumes and forms (including attachments to such forms prepared by Respondent) do not count toward applicable page limits.
   b) Original Signature(s) – All documents within a Qualifications Statement requiring a signature must bear the original signature of an authorized signatory.
   c) General Contents of Qualifications Statements – A Respondent must submit a complete Qualifications Statement in response to this RFQS in the format specified in this RFQS; no other format will be considered.

2) Summary of Information Required to Be Included in Qualifications Statement
   a) Information Drafted And Provided By A Respondent – Each Respondent must provide the following information in its Qualifications Statement:
      i) Cover Letter
      ii) Executive Summary
      iii) Organizational Structure/Staffing Plan
      iv) Capacity to Provide Services According to Applicable Schedules and Budgets
      v) Quality Control and Quality Assurance
      vi) Specialized Experience and Technical Competence in the Type of Services Being Procured
      vii) Consultant Key Personnel Resumes
      viii) Overall Experience, Qualifications and Performance on Previous Similar Projects
      ix) Affirmative Action and M/WBE Participation
   b) Certificates and Information Provided by a Respondent on Forms Provided by Board
      i) M/WBE Certificates
      ii) Business Disclosure Form
      iii) Work Force Composition Form
      iv) Questionnaire Form
      v) Commitment to Minority/Women Business Enterprise Participation Form
      vi) Schedule of Subcontractors (Preliminary)
      vii) Disclosure of Lobbying Activities
      viii) Intent to Perform Contract as a M/WBE Subcontractor Form

3) Detailed Information Requirements
   a) Cover Letter – The cover letter must accompany the executive summary and include:
      i) Respondent’s name, address, telephone number and fax number, signed by a person authorized to act on behalf of Respondent
      ii) The name, title, address, e-mail address, telephone number and fax number of the person signing the letter and to whom all future correspondence and/or communications may be directed by Board concerning this solicitation
      iii) The type of business entity that proposes to enter into an Agreement with Board and the identity of any other business entities that will comprise Respondent
   b) Executive Summary – The purpose of the Executive Summary is to provide an overview of Respondent’s qualifications to perform the Services outlined in this RFQS. At a minimum, the Executive Summary must contain the following information:
      i) Complete legal name of Respondent and the name of the legal entities that comprise Respondent. Respondent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity (including services provided), contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;
ii) The general and specific capabilities and experience of Respondent’s Team, including Subconsultants/Subcontractors and individuals working for Respondent or its Subconsultants/Subcontractors. Respondent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing Services to Board.

c) **Organizational Structure/Staffing Plan** – Respondent’s Organizational Structure Section of the Qualifications Statement should introduce the proposed Respondent team by:

i) Providing Respondent’s Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of Respondent’s views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team. The Management Organizational Chart should illustrate Respondent’s detailed staffing response to Appendix 4 – The Agreement (Scope of Services).

ii) Describing how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.

iii) Describing how the organizational structure will incorporate the role of Subconsultants/Subcontractors in a well thought out approach to providing the Services.

iv) Describing Respondent’s ability to scale its team to meet the needs of an unknown program size.

v) Describing additional resources to be utilized for staffing the Agreement, in the event they are needed.

vi) Providing the names of proposed candidates for each function on the chart.

d) **Capacity to Provide Services According to Applicable Schedules and Budgets** – Respondents should provide a detailed narrative that outlines any unique abilities/in-place processes/innovative strategies that will demonstrate its ability to meet scopes, schedules, and budgets applicable to required Services under multiple Delivery Orders.

e) **Quality Control and Quality Assurance** – Respondents should provide a detailed description of Quality Control and Quality Assurance plan and implementation strategies for the Prime and Subconsultants. Respondents should provide examples of its measurable matrix and check/balance structure before deliverables are issued to the Owner.

f) **Specialized Experience and Technical Competence in the Type of Services Being Procured** – Respondents should provide a detailed narrative describing any specialized experience and technical competence in providing the Services and developing phased design documents to minimize impact to operation of an airport or other operationally intensive facility. The information should be related to major facility development and renovation conducted in such areas.

g) **Consultant Key Personnel/Resumes**

i) Identify and provide resumes for the individuals that the Respondent will use to provide the Services. By submitting Resumes for individuals to provide Services, Respondent is certifying that such individuals will be available to provide Services during the term of the Agreement.

ii) Resumes should be organized as follows:

   (1) Name and Title
   (2) Professional Background
   (3) Current and Past Relevant Employment
   (4) Education
   (5) Certifications
   (6) Licenses
   (7) Relevant knowledge
   (8) List of 5 relevant projects within the past 5 years (3 must be over $10 Million in construction cost), including:
      (a) Client Name
      (b) project description
      (c) role of the individual (duties, responsibilities and accomplishments)
      (d) project actual or expected completion date
      (e) Client List/Reference Contact

   Documentation submitted in response to the Clause entitled “Consultant Key Personnel/Resumes” will not count towards any page limits established in this RFQS.
h) **Overall Experience, Qualifications, and Performance on Previous Projects**

   i) Describe relevant aviation/municipal experience, recent (within the last 5 years) projects that Respondent participated in, demonstrating the experience Respondent has with working in a team environment for private or public projects (greater than $5 million). For each project listed, describe Respondent’s specific contribution;

   ii) Describe 5 relevant, recent (within the past 5 years) projects that Respondent participated in that involved providing the Services at facilities with intensive security and operating restrictions, such as those at an international airport, military base or other operationally intensive facility;

   iii) Describe experience, qualifications and capability (in an Owner’s Representative role) to provide the Services. Include a complete description of experience related to all aspects of the Services.

   iv) Describe experience in understanding the issues and processes required to provide the Services at an operational airport.

   v) Provide a detailed description of Respondent’s Subconsultants/Subcontractors ability and processes used to work with all involved parties (i.e. owner, contractor, subcontractors, stakeholders.

   vi) Provide a detailed description of Respondent’s ability and processes used to manage the work of all Subconsultants/Subcontractors to ensure high quality, on time and within budget delivery of Services.

   vii) Although Board encourages a Respondent to submit information on as many different projects as possible in response to this Section, overlap among the subsections and projects listed in response to them is permitted.

i) **Affirmative Action and M/WBE Participation** – Each Respondent should provide a narrative in its Qualifications Statement describing the following:

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

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

   iii) **Description of Business Development, Technical Assistance, and/or Capacity Building Initiatives** – Description of Respondent’s commitment to programs, assistance or support to enhance the capacity or facilitate the participation of M/WBE's, including outreach and a proposed mentoring program.

   iv) **Private Sector Participation** – Describe Respondent’s ability to demonstrate M/WBE participation on private sector work or on contracts that require no goals. How is the overall effectiveness of Respondent's diversity and inclusion initiatives measured? Is it tied to a goal or metric? If so, what is the goal/metric and how has Respondent performed in relation to the goal historically?

   v) **Assurance** – What steps will Respondent take to ensure it meets the M/WBE participation goal and does Respondent have a dispute resolution/mediation plan in place for modification, elimination or termination of a M/WBE. In addition, who will oversee Respondent’s M/WBE program and at what level are they within Respondent’s organization? Also describe this individual's commitment to M/WBE programs, assistance or support to enhance the capacity or facilitate the participation of M/WBE firms under the Agreement and any Delivery Orders issued pursuant to it. What systems does Respondent have in place to reach its M/WBE participation and is Respondent familiar with Board's B2GNOW system and, if not, what steps will Respondent take to learn the system?
4) Submission of Qualifications Statements
   a) Contents – A Qualifications Statements will consist of 1 submittal in a 3-Ring Binder.
   b) Identification – A Qualifications Statements must clearly identify the name of the project: Request for Qualifications Statements for Contract No. 8500385 Automated People Mover Architectural and Engineering Services, and the name and address of Respondent.
   c) Copy Requirements – Copy requirements for a Qualifications Statement are: 1 original and 6 hard copies and 7 flash drives, each with a copy in pdf format saved to it. Each flash drive should be individually labeled with the contract number, respondent firm name and clipped within each binder (one flash drive per binder).
   d) Organization – The Qualifications Statement contained in the 3-Ring Binder should have each information category clearly identified and/or separated by labeled tabs (not counted against page limit) and organized in accordance with subject matter sequence set forth in this RFQS.

5) Submittals – The following submittals must be completed and submitted with each Qualifications Statement. This table is included for Respondent’s convenience and may be used to track the preparation and submittal of certain required information with its Proposal.

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<tr>
<th>Item #</th>
<th>Required Qualifications Statement Submittal - Check Sheet</th>
<th>Check (√)</th>
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<tbody>
<tr>
<td>1.</td>
<td>Appendix 1 - M/WBE Contract Provisions and Forms</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Appendix 2 - M/WBE Certificates</td>
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<tr>
<td>3.</td>
<td>Appendix 3 - Business Disclosure Form</td>
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<td>4.</td>
<td>Appendix 3 - Work Force Composition Form</td>
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<td>5.</td>
<td>Appendix 3 - Questionnaire</td>
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<td>6.</td>
<td>Appendix 3 - Disclosure of Lobbying Activities</td>
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Part 3
Evaluation of Qualifications Statements

1) Description of Evaluation Process – This solicitation contemplates a multi-step process.
   a) First, all Qualifications Statements that are timely submitted will be reviewed for responsiveness and Respondents will be reviewed for responsibility.
   b) Second, if a Respondent is deemed responsible and its Qualifications Statement is deemed responsive, that Respondent/Qualifications Statement will advance to the Criteria Evaluation Phase. During the Criteria Evaluation Phase, Respondents will be ranked according to qualifications. The Criteria Evaluation Phase will be conducted in one or two steps: [i] initial evaluations based upon the content of submitted Qualifications Statements; and [ii] subsequent re-evaluations based upon interviews of Respondents, if Board chooses to conduct interviews. A re-evaluation after an interview will involve Board’s re-evaluation of a Respondent using the same evaluation matrix set forth in the table in the Clause entitled “Evaluation Form/Criteria” in which a member of the Selection Committee considers the contents of a submitted Qualifications Statement in light of the Respondent’s interview responses and any clarifications to its Qualifications Statement made during the interview.
   c) Third, Board will schedule a negotiation with the top-ranked Respondent for the purpose of attempting to negotiate a fair and reasonable price for the Services. If Board and the top ranked Respondent are able to successfully negotiate a fair and reasonable price for Services and Board otherwise determines that an Agreement will be awarded, the Agreement will be provided to the successful Respondent for execution. If Board and the top ranked Respondent are unable to negotiate a fair and reasonable price for the Services, Board will formally discontinue such negotiations and attempt to negotiate an Agreement with the next ranked Respondent. Board will continue this process until it is able to successfully negotiate an Agreement with a Respondent or, instead, determines it is in its best interests to cancel the solicitation.

2) Initial Evaluation of M/WBE Component – Board’s established M/WBE program goal for this solicitation is twenty-two (22%) (Refer to Appendix 1 - M/WBE Contract Provisions and Forms). In the event a Respondent does not demonstrate a commitment to meet or exceed the established goal, documentation evidencing a good faith effort to meet the goal must be submitted with its Qualifications Statement. A Respondent that does not demonstrate a commitment to meet or exceed the established goal or does not demonstrate a good faith effort to do so (as evaluated by Board’s Business Development & Diversity Department [“BDDD”]) will be deemed non-responsive and/or non-responsible (Good Faith Effort Plan documentation does not count against the page limit) and will not move into the Criteria Evaluation Phase of this solicitation.

3) Interviews – Board may conduct interviews of Respondents during this solicitation. Depending on the number of Qualifications Statements received by Board, it may: [i] decide to interview all Respondents before re-evaluating all of them; or [ii] because of the high number of Qualifications Statements received, it may decide to interview only a certain number of Respondents, based upon their initial rankings in the initial evaluation phase of this solicitation. Board will advise all Respondents how it intends to approach interviews once it receives and evaluates Qualifications Statements.
   a) Board realizes that the negotiation process contemplated by Texas Government Code Section 2254.004 requires potentially successive negotiations with Respondents in accordance with their rankings during the evaluation phase of this solicitation. If Board interviews and re-evaluates only some of the Respondents and is then faced with the need to negotiate with a Respondent that was not interviewed, it will interview and re-evaluate, as it deems appropriate, Respondents in the remaining pool of negotiation candidates and schedule negotiations according to the resulting rankings after those interviews. It is Board’s intent that any Respondent with which it winds up negotiating will have been interviewed, re-evaluated after the interview and ranked according to its overall evaluation score after its interview.
4) **Evaluation Form/Criteria** – All Qualifications Statements will be evaluated by an Evaluation Committee in accordance with the following Evaluation Form/Criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria Number</th>
<th>RELATIVE WEIGHT</th>
<th>GRADED ITEM</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.c</td>
<td>5%</td>
<td>Organizational Structure/Staффing Plan and Communication Hierarchy Plan</td>
</tr>
<tr>
<td>3.d &amp; e</td>
<td>15%</td>
<td>Project Management and Quality Control/Assurance Plan to provide Services According to Applicable Schedules, Budgets and Quality Requirements</td>
</tr>
<tr>
<td>3.f</td>
<td>20%</td>
<td>Specialized Experience and Technical Competence in the Type of Services Being Procured</td>
</tr>
<tr>
<td>3.g</td>
<td>20%</td>
<td>Consultant Essential Personnel/Resumes Assigned to Contract</td>
</tr>
<tr>
<td>3.h</td>
<td>20%</td>
<td>Overall Experience, Qualifications and Performance on Previous Projects</td>
</tr>
<tr>
<td>3.i</td>
<td>20%</td>
<td>Affirmative Action and M/WBE Participation</td>
</tr>
<tr>
<td>100%</td>
<td></td>
<td>TOTAL SCORE</td>
</tr>
</tbody>
</table>

5) **Award Determination(s)** – Based upon the number of Respondents participating in this solicitation and the rankings of those Respondents, Board may determine to award one or more Agreements.
Part 4
Submittal Forms/ The Agreement & Scope of Services /Miscellaneous Information
Appendix 1 – M/WBE Contract Provisions and Forms

Refer to Appendix 4 - The Agreement, Exhibit B – M/WBE Special Contract Provisions for Details and Required M/WBE Forms:

- Good Faith Effort (GFE) Criteria (If applicable)
- Intent to Perform Contract as a M/WBE Subcontractor
- Commitment to Minority/Women Business Enterprise (M/WBE) Participation Form
- Schedule of Subcontractors (Preliminary)
Appendix 2 - M/WBE Certificates

(Insert M/WBE Certificates Here)
Appendix 3 – Forms

- Business Disclosure Form
- Work Force Composition
- Questionnaire
- Disclosure of Lobbying Activities
Business Disclosure Form

DALLAS-FORT WORTH INTERNATIONAL AIRPORT BOARD
BUSINESS DISCLOSURE FORM
It is recommended this form be completed by a governing person, governing authority, or legal counsel.

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

<table>
<thead>
<tr>
<th>Business Name:</th>
<th>Mailing Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Address:</th>
<th>Mailing Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>City</td>
<td>State</td>
</tr>
<tr>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Web Address:</th>
<th>Business Fax:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Phone:</th>
<th>Contact Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact’s Phone No.:</th>
<th>Contact’s E-Mail Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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</td>
</tr>
<tr>
<td>☐ Limited Partnership</td>
</tr>
<tr>
<td>☐ Limited Liability Partnership</td>
</tr>
<tr>
<td>☐ Sole Proprietorship</td>
</tr>
<tr>
<td>☐ Joint Venture</td>
</tr>
<tr>
<td>☐ Limited Liability Company</td>
</tr>
<tr>
<td>☐ Corporation (“C”)</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>For Profit</th>
<th>Non Profit</th>
<th>Public</th>
<th>Private</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>☐ S Corporation</td>
<td>☐ Professional</td>
<td>☐ Parent-Subsidiary</td>
<td>☐ Close</td>
</tr>
</tbody>
</table>

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(s) 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)
### Work Force Composition Form

#### (PRIME CONTRACTOR)

**NAME OF BIDDING FIRM / CONTRACTOR**

<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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>M=Male / F=Female</td>
<td>M  F  %</td>
<td>M  F  %</td>
<td>M  F  %</td>
<td>M  F  %</td>
<td>M  F  ALL  %</td>
</tr>
<tr>
<td>Officials and Managers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technicians</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Administrative Support Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Craft Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers and Helpers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Service Workers</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**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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Contract No. 8500385  
Page 19 of 26
Questionnaire

Respondent’s disclosures must fully answer all questions posed by Board. Such disclosure must be submitted at the time of the Qualifications Statement submission and included as a part of the Qualifications Statement.

For the purposes of this disclosure form:

1. “Respondent” means, and disclosure is required for, each Respondent and its constituent Persons (e.g. members, firms, partners, joint ventures, or similar Persons), and all Subconsultants/Subcontractors (at any tier), and such Subconsultants/Subcontractors’ constituent Persons (e.g. members, firms, partners, joint ventures, or similar Persons).

2. “Affiliate” means:
   a. any Person that, directly or indirectly through one of more intermediate Persons, controls, is controlled by or is under common control with Respondent or its constituent Persons (e.g. members, firms, partners, joint ventures, or similar Persons); or
   b. any Person that, directly or indirectly through one of more intermediate Persons, controls, is controlled by or is under common control with Subconsultant/Subcontractor or its constituent Persons (e.g. members, firms, partners, joint ventures, or similar Persons).

3. “Person” includes but is not limited to, any individual, sole proprietorship, partnership, company, corporation, limited liability company, limited liability partnership, association, joint venture, or other entity of any nature whatsoever, including any successor (by merger or otherwise).

4. “Control” means that the controlling Person: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled Person, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled Person.

The following information must be provided:

1. Please provide the names and business addresses of Respondent and each of Respondent’s officers, directors, managers, general partners, affiliates and other employees, agents or representatives for this project at Dallas/Fort Worth International Airport. Describe accurately, fully and completely their respective relationships with Respondent, including their ownership interests and their anticipated role in the management and operations of Respondent.

2. Please describe the general development of Respondent’s business during the past ten (10) years, or such shorter period of time that Respondent has been in business.

3. List any legal claims, threatened litigation, demands, lawsuits, and administrative actions to which Respondent, including Respondent’s management, team members, key personnel, and supervisory personnel, is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, professional negligence, misrepresentation, safety, wrongful death or other similar conduct. For each of the foregoing, list all parties and indicate the role such party played and the transaction out of which it arose (e.g. bonding company, insurance company, an owner, etc.). State the project giving rise to the matter, explain the basis for all claims, etc., and state whether a settlement was reached or a judgment was entered, specifying the terms of the settlement, judgment, fine, and/or penalty and identifying each party against whom a judgment was entered and/or fine or penalty was levied.

4. Provide details if Respondent has been charged with a criminal offense within the last ten (10) years.

5. Describe any investigations, administrative actions, warnings, citations or notices of violation which Respondent, including Respondent’s management, team members, key personnel, and supervisory level personnel, received from any government agency in connection with any of its/their work or professional license during the past ten (10) years (including the determination of
liability and amount of any judgment, settlement, or fine/penalty). Include OSHA violations, except for de minimis dollar amounts.

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:
   (a) Whether Respondent, or affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors.
   (b) Whether Respondent, or affiliate currently or previously associated with Respondent, was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice.
   (c) Whether Respondent, or affiliate currently or previously associated with Respondent, was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent which submitted a bid, proposal or qualifications statement for the subject project.
   (d) Whether Respondent, or affiliate currently or previously associated with Respondent, has been debarred or suspended from the participation in any procurement conducted by any governmental entity or other legal entity engaged in competitive public procurements.
   (e) Past termination(s) of Respondent’s management, team members, key personnel, and supervisory personnel.

7. State whether any employee, agent or representative of Respondent who is or will be directly involved in the Services, in the last ten (10) years: (i) has or had, directly or indirectly, a business relationship with Board; (ii) directly or indirectly has received revenues from Board or (iii) directly or indirectly has received revenues from conducting business on Board property or pursuant to any contract with Board.

8. State whether any employee, agent or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed Board official or with any Board employee.

9. List:
   (a) any current contract under which Respondent or an Affiliate (as a prime contractor or Subcontractor/Subconsultant) provides work or services to Board or any Person doing business at the Airport; and
   (b) pending contract (e.g. not finalized and executed) under which Respondent or an Affiliate (as a prime contractor or Subcontractor/Subconsultant) will provide work or services to Board or any Person doing business at the Airport.

10. List any other Board solicitations (including those being done or that will be done on Board’s behalf; e.g. Construction Manager at Risk procurements under Chapter 2269 of the Texas Government Code) that Respondent or an Affiliate (as a prime contractor or Subcontractor/Subconsultant) is currently participating in or intends to participate in during the next 6 months.

NOTE: Respondent may complete this Disclosure and Questionnaire Form by answering the questions on a separate submittal that is organized according to the numbered inquiries in this form. In addition to providing detailed narrative answers to the questions posed in this Disclosure and Questionnaire Form, Respondent may attach any other documents that may provide information responsive to the subjects addressed in this form.
Under penalty of perjury, I declare that I have examined this Disclosure and Questionnaire Form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Date:____________________

Corporate Respondent:

By:____________________
Name:__________________
Title:__________________

Non-Corporate Respondent:

By:____________________
Name:__________________
Title:__________________
DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:
   - [ ] a. contract
   - [ ] b. material change
   - [ ] c. cooperative agreement
   - [ ] d. loan
   - [ ] e. loan guarantee
   - [ ] f. loan insurance

2. Status of Federal Action:
   - [ ] a. id/offer/application
   - [ ] b. initial award
   - [ ] c. post-award

3. Report Type:
   - [ ] a. initial filing
   - [ ] b. material change
   - For Material Change Only:
     - [ ] year_________quarter_________
     - [ ] date of last report

4. Name and Address of Reporting Entity
   - [ ] Prime
   - [ ] Subawardee
   - Tier _____, if known
   - Congressional District, if known:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and address of Prime:
   - Congressional District, if known:

6. Federal Department/Agency:

7. Federal Program Name/Description:
   - CFDA No., if applicable ________________

8. Federal Action No., if known:

9. Award Amount, if known:
   - $

10.a. Name and Address of Lobbying Registrant:
   - (if individual, last name, first name, MI):
   - Individuals Performing Services (including address if different from No. 10a (Last name, first name, MI):

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be made available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature::________________________
Print Name:_______________________
Title:_____________________________
Telephone No.:___________________
Date:________________

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)
INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information:

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks “Subawardee”, then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP-DE-90-001.”
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
   (b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paper Work Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Contract No. 8500385  Page 24 of 26
Appendix 4 – The Agreement

Provided at www.DFWAirport.com/business/solicitations
## Appendix 5 – Solicitation Schedule
### Automated People Mover Architectural and Engineering Services

**CONTRACT NO. 8500385**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Advertisements</strong></td>
<td>August 23, 2020 to August 30, 2020</td>
</tr>
<tr>
<td><strong>Request for Statement of Qualifications available on website</strong></td>
<td>August 21, 2020</td>
</tr>
<tr>
<td><strong>Pre-Qualifications Conference - via GoToMeeting</strong></td>
<td>August 31, 2020 2:00 pm Central Time</td>
</tr>
<tr>
<td><a href="https://global.gotomeeting.com/join/571032893">https://global.gotomeeting.com/join/571032893</a> or Call 1 877 309 2073 <strong>Access Code</strong>: 571-032-893</td>
<td></td>
</tr>
<tr>
<td><strong>Deadline for Questions</strong></td>
<td>September 14, 2020 5:00 pm Central Time</td>
</tr>
<tr>
<td><strong>Issue Addenda (if applicable)</strong></td>
<td>September 21, 2020</td>
</tr>
<tr>
<td><strong>Statement of Qualifications Due</strong></td>
<td>September 29, 2020 2:00 pm Central Time</td>
</tr>
<tr>
<td><strong>Committee Review</strong></td>
<td>September 29 – October 20, 2020</td>
</tr>
<tr>
<td><strong>Tentative Interview Dates - via GoToMeeting</strong></td>
<td>October 28 - 30, 2020</td>
</tr>
<tr>
<td><a href="https://global.gotomeeting.com/join/571032893">xxxx</a> or Call (xxx) xxx-xxxx <strong>Access Code</strong>: xxx-xxx-xxx</td>
<td></td>
</tr>
<tr>
<td><strong>Airport Board Action</strong></td>
<td>December 3, 2020</td>
</tr>
<tr>
<td><strong>Estimated Notice to Proceed</strong></td>
<td>December 2020</td>
</tr>
<tr>
<td><strong>Contract Term</strong></td>
<td>5 years</td>
</tr>
</tbody>
</table>

Statement of Qualifications in response to this RFQS must be received by Board’s Contract Administrator, Brett Peveto, at the following address: Design, Code and Construction Department, 3003 South Service Road, DFW Airport, Texas 75261, no later than listed due date and time above. Any Qualifications Statement received after this time will not be considered and will be rejected and returned.

The pre-bid sign-in sheet is located at URL [https://bit.ly/3cyy8gH](https://bit.ly/3cyy8gH) or QR Code. Please use this URL to fill out the short form.

**Solicitation Questions** – All emails must be addressed to Brett Peveto and include in the Subject Line “Questions Regarding Agreement No. 8500385 Automated People Mover Architectural and Engineering Services.” Questions received after the designated submittal date will not be considered.
Automated People Mover Architectural and Engineering Services AGREEMENT
NO. 8500385

This Automated People Mover Architectural and Engineering Services No. 8500385 ("Agreement") is entered into between the Dallas/Fort Worth International Airport Board ("Board") and CONSULTANT NAME HERE ("Consultant").

Agreement Name: Automated People Mover Architectural and Engineering Services
CONSULTANT NAME HERE
CONSULTANT ADDRESS HERE

Authorized Representative: 

Phone: 
E-Mail: 

1) PRELIMINARY AGREEMENT MATTERS

a) Authorization – This Agreement is authorized by Official Board Action/Resolution No. XXXXXX adopted by Board on MONTH DAY, YEAR.

b) Services
   i) Scope – Board, the owner and operator of the Dallas/Fort Worth International Airport ("Airport"), desires to obtain from Consultant the services ("Services") set forth on Exhibit 1 – Scope of Services, attached and Consultant desires to provide those Services to Board.
   ii) Warranties – As of the Effective Date and continuing throughout the Term, Consultant warrants to Board that:
       (1) The Services will be performed in accordance with the professional skill and care ordinarily provided by competent consultants under Applicable Laws practicing in the same or similar locality and under the same or similar circumstances and professional license; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent consultant.
       (2) Consultant will perform the Services in compliance with all Applicable Laws.

c) Term and Effective Date
   i) This Agreement will have a term ("Term") of YEARS in WORDS (#) years, commencing on the Effective Date of this Agreement.
   ii) Any Delivery Order issued pursuant to this Agreement may contain a performance period that extends beyond the Term of this Agreement and the Agreement, as to such Delivery Order, will be deemed still in effect through and including the term of the Delivery Order.

d) Interpretation/Agreement Documents
   i) Defined Terms – All capitalized terms used in this Agreement will have the meanings ascribed to them in the Agreement and on Exhibit 2 – Definitions, attached.
   ii) Agreement Documents/Order of Precedence – This Agreement is comprised of the following documents ("Agreement Documents"): 
       (1) Amendments/Modifications to Agreement (taking precedence sequentially by Amendment/Modification number)
       (2) Agreement
       (3) Exhibits to Agreement (taking precedence sequentially in the order shown below), consisting of the following Exhibits:
       (a) Exhibit 1 – Scope of Services
(b) Exhibit 2 – Definitions
(c) Exhibit 3 – Compensation, Invoices, Consultant Key Personnel
(d) Exhibit 4 – Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors
(e) Exhibit A – Insurance Requirements – Professional Services
(g) Exhibit B.1 - Commitment to Minority/Women Owned Business Enterprise Participation Form
(h) Exhibit B.2 – Schedule of Subcontractors (Final)

(4) Amendments/Modifications to Delivery Order (taking precedence sequentially by Amendment/Modification number)
(5) Delivery Order
(6) Amendments/Modifications to Exhibits to Delivery Order (taking precedence sequentially by Amendment/Modification number and Exhibit number)
(7) Exhibits to Delivery Order (taking precedence sequentially)

iii) Conflict – If there is a conflict between any of the Agreement Documents, they will take precedence as follows:
   (1) Exhibit 4 - Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors
   (2) The remainder of the Agreement Documents in the order listed in the Clause entitled “Agreement Documents/Order of Precedence”

2) CONTRACTING PROHIBITIONS
   a) Contractor/Consultant verifies and agrees that:
      i) it does not boycott Israel; and
      ii) it will not boycott Israel during the Contract term.
   b) “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
   c) This Contract will immediately terminate for default if Contractor/Consultant
      i) boycotts Israel, effective upon the first “boycott Israel” action under the definition; or
      ii) is placed on any list identifying a company that:
         (1) contracts with or provides supplies or services to a foreign terrorist organization;
         (2) engages in certain scrutinized business operations in Sudan, Iran or with a designated foreign terrorist organization; or
         (3) has been complicit in the Darfur genocide during any preceding 20-month period.¹
      iii) Contractor/Consultant warrants to Board that it will not be placed on any of those lists during the Contract term.

3) CONSULTANT PERSONNEL/REPRESENTATIVES
   a) Consultant Personnel Obligations
      i) Consultant Personnel – Consultant and its Subconsultants/Subcontractors, as applicable, will be responsible, at its/their own Costs, for all general recruiting, hiring, training and educating of all Consultant Personnel, all of whom must be fully qualified and must be authorized under Applicable Laws to perform the Services. This does not include training, orientation or other related activities which may be required for work performance at or for DFW, which costs would be considered reimbursable under this Agreement. Consultant must

¹ See Texas Government Code; Chapter 2252; Subchapter F; Prohibition on Contracts with Certain Companies (including Sections 2252.152 and 2252.153); Chapter 2270; Prohibition on Contracts with Companies Boycotting Israel; and Chapter 2270; Prohibition on Investing Public Money in Certain Investments (including Sections 2270.0001, 2270.0052, 2270.0102 and 2270.0152).
maintain complete control over Consultant Personnel, Subconsultants/Subcontractors and similar Persons.

ii) **Consultant Key Personnel** – Set forth on the Exhibit to this Agreement entitled “Consultant Key Personnel” are listed several core consultant key personnel (“Consultant Key Personnel”) that Consultant agrees to use in providing Services in accordance with the terms set forth in the applicable Exhibit. If applicable to specific Services, additional Consultant Key Personnel may be included in an individual Delivery Order on an as-required basis. Consultant and/or any Subconsultant/Subcontractor, as applicable, may not reassign or replace such Consultant Key Personnel without the prior written consent of the Board, which consent will not be unreasonably withheld; however, if no request is made for listed Key Personnel within six months of the initial listing, Consultant may reassign personnel at its discretion.

iii) **Consultant’s Authorized Representative** – Consultant designates to act as its Consultant Authorized Representative the individual named on page 1 of this Agreement and such individual must:

1. be a project executive and employee within Consultant’s organization, with the information, authority and resources available to properly coordinate Consultant’s responsibilities under this Agreement and any Delivery Order
2. serve as primary interface and the single-point of communication for the provision of Services
3. have day-to-day responsibility and authority to address issues relating to the Services
4. devote adequate time and efforts to managing and coordinating the Services

iv) **Removing Consultant Personnel**

1. **Removal** – Within a reasonable period, but not later than 7 Days after Consultant’s receipt of notice from Board that the continued assignment to this Agreement of any Consultant Personnel is not in the best interests of Board, Consultant must remove or cause to be removed such Consultant Personnel from this Agreement and any Delivery Order and the provision of Services under them.
2. **Immediate Removal** – In addition, Consultant agrees to remove or cause to be removed from this Agreement and this Delivery Order and the provision of Services under them, any Consultant Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Consultant becomes aware of such misconduct or breach or Board notifies Consultant of such occurrence.
3. **Replacement** – If Board directs that any Consultant Personnel be removed, Consultant must provide or cause to be provided a replacement of comparable qualifications that is acceptable to Board. Consultant is responsible for all Costs associated with the replacement of any Consultant Personnel, which Costs are not compensable under this Agreement.

v) **Board’s Right to Question Assignments of Consultant Personnel to Particular Labor Categories** – At any time during the Term, Board may question whether a particular Consultant Personnel is appropriately assigned to a particular Labor Category set forth in the Agreement or Delivery Order. Consultant agrees, on its behalf and on behalf of all Subconsultants/Subcontractors, to provide Board with any reasonable documentation necessary for Board to evaluate a particular Consultant Personnel’s assignment to a particular Labor Category and to move that individual to a more appropriate Labor Category if requested by the Board.

b) **Board’s Authorized Representative**

i) **Designation and Authority** – Board designates the Board Authorized Representative named on page 1 of this Agreement who will:

1. serve as primary interface and the single-point of communication for Board under this Agreement and any Delivery Order
2. have day-to-day responsibility to address issues relating to this Agreement and any Delivery Order

ii) **Designee(s)** – Board Authorized Representative may also designate in writing to Consultant one or more individuals to act on his/her behalf under this Agreement or any Delivery Order.
iii) Limitation on Authority
   (1) Governmental Entity – Consultant acknowledges and agrees that Board is a governmental entity under Texas law and is required to follow certain statutory procedures under certain circumstances in:
      (a) modifying this Agreement or any Delivery Order
      (b) modifying the Services under this Agreement or any Delivery Order
      (c) increasing or decreasing compensation payable pursuant to this Agreement or any Delivery Order
      (d) otherwise altering the terms of the transaction embodied within this Agreement or any Delivery Order
   (2) Limited Authority – Accordingly, Board Authorized Representative (as well as any other individuals acting on behalf of Board) may not be authorized to effectuate certain amendments or modifications absent Board’s enactment of legislation and Consultant is deemed to understand all legal limitations on those individuals in acting under this Agreement and any Delivery Order and representing Board’s interests in administering them. The Board will provide to Consultant written explanation of the Board Authorized Representative’s authority upon written request.

c) Board Security Identification/Access Media Authorization Badges –
   i) Any Consultant Personnel that need access to the Airport’s Air Operations Area (“AOA”), or the Security Identification Display Area (“SIDA”) in order to provide Services must display a SIDA authorization badge issued by the Board’s Department of Public Safety Access Control Office (“ACO”).
   ii) Consultant must work with the Design Code and Construction badge sponsor to on-board and register the Consultant and the first badge holder applicant. The first badge holder will become the Authorized Employer Representative (“AER”). The AER will then start and manage the process of on-board and registering future Consultant badge applicants.
   iii) Badges are the property of the Board and must be surrendered immediately upon the first of the following to occur:
        (1) the termination of this Agreement
        (2) the earlier expiration of this Agreement
        (3) the separation of the badged Consultant Personnel (e.g. after termination, resignation or otherwise) from the employ of Consultant/Subconsultant/Subcontractor, as applicable
        (4) upon demand by Board
   iv) Consultant’s AER must log into the SAFE software to immediately inactivate badges for Consultant Personnel who are separated (e.g. after termination, resignation or otherwise) from the employment of Consultant/Subconsultant/Subcontractor, as applicable. Such Consultant Personnel must immediately surrender his/her badge to Consultant or the applicable Subconsultant/Subcontractor who, in turn will surrender it to Consultant for delivery to the ACO.
   v) Consultant’s AER must immediately inactivate lost, misplaced or stolen badges by logging into the SAFE software to change the status of the access card, and the replacement of the badge shall be paid by the Consultant at its own Cost.
   vi) Consultant and all Subconsultants/Subcontractors and each of their Consultant Personnel agrees to follow and be bound by all procedures concerning badging that may exist in Board’s Policies/Procedures/Rules/Regulations and Applicable Laws.
   vii) Each Consultant Personnel may only wear the badge specifically issued to him/her.
   viii) Consultant Personnel may be issued keys when necessary to perform Services.
   ix) Keys are issued by the Board’s Energy Transportation and Asset Management Department.
   x) Keys are not transferable.
   xi) All Consultant Personnel issued keys must comply with the rules listed on the Authorization for Keys form.
   xii) Keys are the property of Board and must be surrendered by the Consultant Personnel to which a key is issued at the earlier of the following to occur:
        (1) the termination of this Agreement
        (2) the earlier expiration of this Agreement
(3) the separation of the badged Consultant Personnel (e.g. after termination, resignation or otherwise) from the employ of Consultant/Subconsultant/Subcontractor, as applicable upon demand by Board

xiii) Lost or stolen keys must be reported immediately to the Board Department from which it was issued (Board’s Energy Transportation and Asset Management Department) and replaced by Consultant at its own Cost.

4) LICENSES, PERMITS AND RESOURCES

a) Licenses and Permits – Consultant must obtain and maintain all applicable licenses, authorizations, consents, approvals and permits required under Applicable Laws to perform Services and comply with this Agreement. Any specific licenses, permits or similar items required for work to be performed at or for DFW will be identified in each Delivery Order and will be considered a reimbursable cost.

b) Consultant Resources – Consultant must provide all resources necessary to provide the Services, except for non-monetary resources this Agreement or a Delivery Order obligate Board to provide.

c) Board Provided Resources

i) Parking – Consultant Personnel will be entitled to park within the Airport’s access-controlled parking revenue areas at no charge on the specific Days and times that they are providing Services.

ii) Additional Resources – On a Delivery Order basis, the Parties may agree that Board may provide certain additional non-monetary resources to Consultant such as office space, furniture, telephone and utilities.

5) DELIVERY ORDERS

a) Description of Services; Delivery Orders – Services will be assigned to Consultant pursuant to Delivery Orders negotiated and executed between the Parties. If any Services to be performed are not specifically included on Exhibit 1 – Scope of Services, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on Exhibit 1 – Scope of Services. Any such Services will be adequately defined by subsequent Delivery Order(s).

b) Delivery Order Procedure

i) Master Document – This Agreement will serve as a master document applicable to Delivery Orders issued under it.

ii) Request for DO Proposal – If Board identifies a project for which Services are required, it will provide to Consultant a written request for a Delivery Order Proposal (“Request for DO Proposal”). The Request for DO Proposal will contain sufficient information to enable Consultant to prepare a responsive Delivery Order Proposal (“DO Proposal”). The Request for DO Proposal may include, but not be limited to, the following:

1. scope of Services
2. schedule
3. the specific method(s) of compensation that will be used under the Delivery Order
4. additional compensation terms applicable to Delivery Order
5. additional terms and conditions applicable to the Delivery Order
6. facilities or equipment Board is willing to provide to Consultant while performing any Services under the Delivery Order

iii) DO Proposal – Within 14 Calendar Days (or sooner, if specified in the Request for DO Proposal) of Consultant’s receipt of a Request for DO Proposal, it will, at its own Cost (that is not reimbursable), prepare and submit to Board its DO Proposal. In Board’s Request for DO Proposal, it may:

1. require Consultant to submit its DO Proposal in a certain format or on certain forms
2. require Consultant to provide Board specifically requested information, including Cost information that details any proposed compensation categories and the specific Cost items in those categories
3. take such further actions as may be necessary for the Parties to comply with any federal
Applicable Laws, including those that concern and are included in the FAA’s Airport Improvement Program, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects (including AC NO. 150/5100-14E [9/25/2015]), or similar federal Applicable Laws

iv) **Execution of Delivery Order** – If the Parties are able to agree on the terms of a Delivery Order, one will be executed.

c) **No Obligation to Issue Delivery Orders** – Consultant acknowledges that this Agreement does not obligate Board to issue to it any Delivery Order for any Services for any project and that Consultant has no entitlement or expectation of being awarded any Services under it. Further, Board may also determine that it is in its best interests to issue an independent procurement for any of the Services contemplated under this Agreement, rather than issue a Delivery Order to Consultant for such Services.

6) **GENERAL COMPENSATION PROVISIONS**

a) **Not to Exceed Amount**
   i) This Agreement will involve no actual payment of compensation to Consultant by Board; compensation will only be payable pursuant to a Delivery Order issued under this Agreement.
   ii) For purposes of establishing available contract capacity out of which to pay compensation under any issued Delivery Order, the Parties agree that the amount of this Agreement during its Term will not exceed **AMOUNT IN WORDS Dollars ($XX,XXX,XXX)** (“NTE Amount”), unless increased by mutual agreement of the Parties and reflected in an amendment to this Agreement, subject to any requirement that Board legislatively approve such amendment.

b) **Consultant’s Responsibility for Costs**
   i) Consultant is responsible for paying (and seeking allowed reimbursements) all Costs associated with providing Services under this Agreement and any Delivery Order, including all Costs associated with:
      1. obtaining and maintaining all applicable licenses, authorizations, consents, approvals and permits required:
      2. paying all taxes, levies, duties and assessments (“Taxes”) of every nature due in connection with Consultant’s performance of the Services. Consultant is responsible for payment of such Taxes to the appropriate governmental authority and compliance with the Texas Tax Code and Comptroller Rules and other Applicable Laws;
      3. providing all necessary Consultant Personnel, including Consultant Key Personnel;
      4. providing all necessary resources, except those non-monetary resources this Agreement or a Delivery Order obligate Board to provide; and
      5. paying any other Costs associated with providing the Services.

c) **Additional Limitations on Compensation** – Compensation payable/reimbursable under this Agreement is subject to certain limitations, including, but not limited to the following:
   i) **Administrative/Overhead Tasks** – Certain tasks associated with providing Services will not be compensable, and are considered to be part of Consultant’s Overhead Cost structure. These include, but are not limited to, any aspect of Consultant’s or any Subconsultants/Subcontractors’ invoicing, payroll, human resources, off-site document control and clerical tasks.
   ii) **Principals** – Principals that are subject to reimbursement under this Agreement may only bill Board for Services performed that are directly applicable to a specific Delivery Order upon the prior written approval of Board. Consultant agrees to make its best efforts to identify any proposed Principal time in each DO Proposal at the time it is developed, to the extent practical.
   iii) **Commuting Travel Time** – Consultant Personnel time incurred while commuting to/from the Airport is not compensable. Travel and other costs are reimbursable as defined and authorized in each Delivery Order and as described in Exhibit 3 – Compensation, Invoices, Consultant Key Personnel.
   iv) **Exempt/Non-Exempt Consultant Personnel** – Board relies upon Consultant and its Subconsultants/Subcontractors to properly designate Consultant Personnel as exempt or non-exempt under the Fair Labor Standards Act. Board will not pay Consultant for back pay,
penalty or interest imposed by the Department of Labor in the event of a dispute regarding the improper designation of its employees.

d) **Alternate Compensation Arrangements** – Board may, at its discretion, set up a Delivery Order for a specific project that provides compensation to be paid using a combination of the compensation methods allowed under this Agreement. Board may also choose other manners of compensation or combinations of such manners that it deems desirable and in its best interests, while also preserving the competitive pricing obtained during the negotiation of this Agreement with Consultant and remaining compliant with federal Applicable Laws concerning federal funding that may apply to any Delivery Order issued under this Agreement. Provisions concerning the submission of an invoice using a combined method of reimbursement, including appropriate provisions concerning progress payments, will be set forth in each applicable Delivery Order.

7) **GENERAL INVOICE PROVISIONS**

a) **Monthly Submittal** – Unless otherwise stated in a Delivery Order, Consultant must prepare and submit to Board monthly invoices.

b) **Alternate Invoicing Procedures** – Alternate requirements for submitting, processing and paying related invoices may be included in the applicable Delivery Order.

c) **Due Date** – Billing will be made once per month and each invoice must be delivered on or before the 30th Day following the close of the invoice period for which Services were rendered and for which payment is sought, unless a Delivery Order modifies the invoicing process for it.

d) **Subconsultants/Subcontractors** – Billing for all Subconsultants/Subcontractors performing Services during the billing period must be included with each invoice. No Consultant mark-up or management fee is permitted.

e) **Time Reports** – It is Consultant’s responsibility that the original(s) signed (by Consultant Personnel and his/her supervisor) time report for each employee engaged in the Services, used in preparing the invoice, be on file at Consultant’s local office, or office nearest job site. These signed time reports must include sufficient back-up information to allow Board to verify all components of any invoice should it desire to audit it. Unless required by a Delivery Order, individual time reports are not required to be included in the invoice. Summary time reports are required to be included in the invoice.

f) **Services Rendered More than 90 Days Prior to Invoice** – No payment will be made for Services performed or reimbursable costs incurred more than 90 Days prior to the date the invoice is received by Board, unless otherwise approved by Board, in its sole discretion.

g) **Payment of Invoices**

i) **30 Day Policy** – Board will endeavor to pay all approved invoices within 30 Days of the date of receipt by Board.

ii) **No Acceptance of Nonconforming Services** – No payment of any invoice or any partial or entire use of the Services by Board constitutes acceptance of any Services.

h) **Payment of Other Persons**

i) **Prompt Pay Act** – Consultant must pay all Subconsultant/Subcontractors, suppliers, vendors, etc. in accordance with the Texas Prompt Pay Act; Texas Government Code; Chapter 2251.

ii) **Disputes with Subconsultants/Subcontractors**

(1) If any dispute arises between Consultant and a Subconsultant/Subcontractor concerning payment or Consultant anticipates a claim being asserted by a Subconsultant/Subcontractor for additional compensation under the applicable Subcontract or otherwise, Consultant must notify Board Authorized Representative of such dispute within 24 hours of Consultant becoming aware of it. Notification must be initially by telephone, followed-up with immediate written notification outlining the facts surrounding such dispute.

(2) If Consultant resolves such dispute, it must notify Board Authorized Representative of such resolution within 24 hours of its occurrence. Notification must be initially by telephone, followed-up with immediate written notification outlining the facts surrounding the resolution of the dispute.

i) **Withholding of Payments**
i) **General Withholding** – If Board determines that an invoice has not been properly submitted and/or that payment under it is not due, in whole or in part, it may reject the invoice partially or in its entirety and request that it be corrected and resubmitted.

ii) **Withholding Event(s)** – In addition to other grounds explicitly set forth in this Agreement, Board may withhold, in whole or in part, payment under any invoice on account of any of the following events (“Withholding Event”):

   1. Failure to provide Services in accordance with the Agreement
   2. Unauthorized deviations from the Agreement
   3. Reasonable doubt that any Services will be completed according to an applicable schedule for their completion
   4. Failure to submit an invoice in a format required by this Agreement, any Delivery Order or as directed by Board
   5. Errors existing in a current invoice or discovered concerning a previously submitted invoice
   6. The existence of a dispute as to the amount that may be owed under any invoice, this Agreement or any Delivery Order
   7. Defective Services not corrected
   8. Failure of Consultant to make payments properly to Subconsultants/Subcontractors or Similar Persons
   9. Board receives a notice of non-payment or a lien claim from any Subconsultant/Subcontractor relating to Services and Consultant fails to dispute and contest such lien claim in an expeditious manner
   10. The occurrence of a Default by Consultant under this Agreement or any other Agreement with the Board to which Consultant is a party or is providing Services in any capacity
   11. Any other reason existing under Applicable Laws

iii) **Payment after Withholding Event(s)** – If Board withholds payment under an invoice, in whole or in part, as a result of a Withholding Event or otherwise and Consultant subsequently corrects it, Board will endeavor to make payment to Consultant of the withheld amount within 30 Days of Board being notified of, and confirming, such correction.

8) **REPORTS**

   a) **Board’s Right to Request Reports** – Board may, at any time, request that Consultant provide Board with a Progress Summary Report and/or Progress Report for Services performed during any preceding invoice period or any other period directed by Board.

   b) **Progress Summary Report** – If requested, the Progress Summary Report must be provided in a format approved by Board, which details:

      i) the name of each Consultant Personnel engaged in the Services
      ii) the total time each Consultant Personnel worked during the invoice period (on the specific work assignment)
      iii) the classification and compensation rate of each Consultant Personnel
      iv) a description of the Services performed by each Consultant Personnel

   c) **Progress Reporting**:

      Once each calendar month, Consultant must submit an invoice to the Board along with a Progress Report on services performed during the preceding one-month period. The invoice and report are due no later than the 15th of the month following the reporting month. The Progress Report must, at a minimum, contain the following sections:

      i) Project Summary Narrative Report. This report must identify the services completed in the prior month, services to be completed in the current month, and areas of design concern, if any.
      ii) Summary of percent completion of major tasks and objectives defined in the Detailed Scope of Services, including any necessary back-up information.
      iii) Cost Status/Earned Value Summary Report. The Board will provide an example of an electronic version of this report to Consultant.
      iv) Bar chart schedule at a level of detail as directed by the Board.
      v) Consultant’s confirmation of the status of the estimate or opinion of probable cost relative to the Basis of Design in each Monthly progress report.
vi) Consultant’s attestation that all design files and other project documents have been uploaded to the Board’s specified document management system and that the uploaded files are current as of the date of the Progress Report.

vii) Monthly Schedule Update.

The Board, at its discretion, may direct Consultant to alter the format of any monthly Progress Report, provide more detail in certain sections of it or require additional subject matter sections be included within it.

9) MOST FAVORED CLIENT

a) Consultant represents and warrants to OWNER that the prices discounts, rebates, allowances, and other pricing terms offered pursuant to this Contract for substantially similar services and skill levels (sold in substantially equal or smaller quantities) are, and during the term of this Contract will be, the same as or lower, or more favorable than those contemporaneously offered by Consultant to any other client. If Consultant shall enter into arrangements during the term of this Contract with any other client providing for lower or more favorable prices, discounts, rebates, allowance, or other pricing terms, Consultant shall promptly notify OWNER in writing and make the same available to OWNER as of the date such prices or other more favorable terms became effective for another client, and this Contract shall be amended accordingly upon OWNER’S acceptance of such terms.

b) This Article shall not apply to arrangements with other clients during the term of this Contract fitting one or more of the following classifications:

i) not provided by the same operating unit (i.e., provided by an operating unit that has no indirect cost pools in common with the operating unit providing services under this Contract)

ii) not in the same general geographical area (except that home office overhead rates should be consistent without regard to location)

iii) are pro bono in nature

iv) contracts that are primarily lump sum in nature, but may involve incidental hourly services

v) less than one hundred thousand dollars in value

c) Annually, Consultant shall review and have an officer of its company certify in writing to Owner its compliance with this Article.

d) Consultant shall insert this paragraph in all subconsultant contracts hereunder, except altered as necessary for the proper identification of the contracting parties and the Owner.

10) DELIVERABLES, RECORDS, PROTECTED INFORMATION

a) Board’s Right to Review and Reject Deliverables – Any Service or other document or item (“Deliverable”) to be submitted or prepared by Consultant under this Agreement will be subject to review by Board. Board may disapprove, if in the Board’s sole opinion, the Deliverable is not in accordance with the requirements of this Agreement or any requirements or specifications expressly defined under any Delivery Order. Consultant must, at its own Costs, revise/correct nonconforming Deliverables until they meet the approval of Board. Consultant will not be compensated under any provision of this Agreement or any Delivery Order for such revision/correction of any Deliverable.

b) Board Information Systems Security – Consultant agrees that it, all Subconsultants/Subcontractors, Consultant Personnel and any Persons acting on their behalf will follow all Applicable Laws concerning Board information systems security and information technology systems and assets.

c) SSI – Consultant agrees that it, all Subconsultants/Subcontractors, Consultant Personnel and any Persons acting on their behalf, will comply with all Applicable Laws concerning the protection of Sensitive Security Information, as addressed in 49 C.F.R. Part 1520, and any similar Applicable Laws.

d) Records and Confidentiality

i) Potential Access – Consultant acknowledges that Board considers all information provided by it to Consultant and/or created by Consultant or any Subconsultants/Subcontractors or similar Persons relating to the performance of Services constitutes confidential information (“Confidential Information”) of Board. Consultant agrees that it will not use in any way, for its
own account or the account of any Third-Party, nor disclose to any Third-Party (except as required by Applicable Laws), any of Board’s Confidential Information and will take reasonable precautions to protect its confidentiality.

ii) Exclusions – Confidential Information does not include:

(1) Subject to Disclosure under Applicable Laws – Information that is subject to disclosure under the Texas Public Information Act, the federal Freedom of Information Act or similar Applicable Laws; or

(2) Outside Source – Information that Consultant can prove:
   (a) Was known to it prior to receipt from Board, directly or indirectly, from a source other than one having an obligation of confidentiality to Board;
   (b) Becomes known (independently of disclosure by Board) to Consultant, directly or indirectly, from a source other than one having an obligation of confidentiality to Board; or
   (c) Becomes publicly known or otherwise ceases to be confidential, except through a breach of this Agreement by Consultant.

iii) Requests for Disclosure – If Consultant is requested to disclose to any Third-Party Confidential Information or information that it contends is not Confidential Information to which Consultant became privy as a result of this Agreement, Consultant must first notify Board of the request within 48 hours of its receipt of the request. Consultant must, in such notification, provide Board sufficient facts to enable it to determine whether Confidential Information is involved in the request, give its consent to the disclosure as to all or part of the request or take action Board considers appropriate to protect the information at issue. Consultant agrees to fully cooperate with Board in accordance with the Board’s determination as to how to respond to the request.

e) Ownership of Work Product – All of Consultant’s Work Product (defined to include, but not be limited to, Deliverables, reports, findings, recommendations, data, memoranda, notes, renderings, tracings, photographs or videos, notebooks, graphics, presentations, exhibits, posters, information boards, documents, graphs, summaries, or any other information whatsoever, whether in physical or electronic format, prepared in connection with this Agreement or any Delivery Order, the provision of Services, or otherwise) is the property of Board.

11) AUDIT, RECORDS AND INSPECTION RIGHTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

a) Maintenance

i) Consultant (and Consultant’s Subconsultants/Subcontractors, suppliers, vendors, insurance agents, and other agents and any Persons acting for or on any of their behalves) must maintain, and Board will have the right to examine books, records, and documents including, but not limited to, Subcontracts, joint venture agreements, general ledgers, job Costs records, purchasing records, bank statements, cancelled checks, payroll records, project records and any other supporting evidence deemed necessary by Board to substantiate compliance with the terms of this Agreement or any Delivery Order, including, but not limited to, Costs and charges of whatever nature related to, incurred and/or anticipated to be incurred in the performance of this Agreement.

ii) Such right of examination will include inspection at all reasonable times of Consultant’s office or facilities or such parts thereof as may be engaged in the performance of this Agreement or any Delivery Order, and cooperation by Consultant Personnel (including, but not limited to, cooperation in obtaining records from Consultant’s Subconsultants/Subcontractors, suppliers, vendors, insurance agents, and other agents and any Persons acting for or on any of their
behalves), as reasonably considered necessary by Board’s representatives to complete the audit.

b) Examination
i) Scope – Board will have the right to examine all books, records, documents, and other data of Consultant related to the negotiation, pricing, or performance of this Agreement, including Change Orders, Delivery Orders, Modifications, Amendments or similar documents, for the purpose of evaluating the accuracy, completeness and correctness of the costs or pricing data submitted or retained in connection with providing Services. The right of examination will extend to all records necessary to permit adequate evaluation of the Costs or pricing data submitted along with the computations and projections used therein. Proprietary/Trade Secret information may not be withheld from Board.

ii) Format, Costs, Availability
(1) Consultant’s (and Consultant’s Subconsultants/Subcontractors’, suppliers’, vendors’, insurance agents’, and other agents’ and any Persons’ acting for or on any of their behalves) documents, records and other evidence will be subject to inspection and/or reproduction by Board. Consultant, (and Consultant’s Subconsultants/Subcontractors, suppliers, vendors, insurance agents, and other agents and any Persons acting for or on any of their behalves) must provide Board with retrievals, in the format(s), including, but not limited to, the file format(s), specified by Board, of computer based records or transactions that Board determines to be necessary to conduct the audit.

(2) There will be no charge to Board for reasonable use of photocopy machines while conducting the audit, or for any costs of retrieving; downloading, and/or printing and delivering to Board any records or transactions stored in magnetic, optical, microfilm, or other media.

(3) Consultant, (and Consultant’s Subconsultants/Subcontractors, suppliers, vendors, insurance agents, and other agents and any Persons acting for or on any of their behalves) must provide all records and retrievals requested within 7 Days.

(4) Board may also request on a monthly basis, categories of records subject to Board’s right to audit for review by Board.

c) Retention
i) General – All records required to be produced/made available under this Clause must be made available at any office of Consultant where they are located at all reasonable times, for inspection, audit or reproduction, until the expiration of three years from the date of final payment. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Consultant must provide adequate and appropriate workspace to conduct all audits, inspections and reviews. If requested by Board, computer-based retrievals and copies of selected documents and records must be delivered to Board. Board will provide Consultant with reasonable advance notice of intended audits, inspections and reviews.

ii) Termination – If this Agreement is completely or partially terminated, the records relating to the Services terminated must be made available for a period of three years from the date of final payment.

iii) Litigation/Claims – Records which relate to litigation or settlement of claims arising out of the performance of this Agreement must be made available for a period of three years from the date of final disposition of such litigation or claims.

d) Pass-Down – Consultant must insert an Article containing all the provisions of this Clause, including this paragraph, in all Subcontracts, except altered as necessary for the proper identification of the contracting Persons. If requested by Board, Consultant must submit copies to Board of all Subcontracts and changes to Subcontracts pertaining to this Agreement. Failure to submit such written Subcontracts or to insert this Article in all Subcontracts will be reason to exclude some or the entire related payee’s compensable Costs from the amounts payable to Consultant pursuant to this Agreement.

e) Audit; Overcharges – If an audit or review, in accordance with this Article, discloses overcharges (of any nature) by Consultant in excess of 3% of the total Agreement value audited, the cost of Board’s audit will be reimbursed by Consultant (in addition to the amount overcharged). The amount of Board’s audit reimbursement will not exceed the value of the
overcharges.

12) INDEMNIFICATION BY CONSULTANT AND BONDING

a) INDEMNIFICATION

i) GENERAL INDEMNITY. CONSULTANT MUST INDEMNIFY AND HOLD BOARD, THE CITIES OF DALLAS AND FORT WORTH, TEXAS, AND THEIR AGENCIES AND RESPECTIVE BOARD MEMBERS, COUNCILMEMBERS, OFFICERS, DIRECTORS, EMPLOYEES, ADVISORS, AND AGENTS, SUCCESSORS AND ASSIGNS, HARMLESS FROM ANY LOSSES, LIABILITIES, DAMAGES, DEMANDS AND CLAIMS, AND ALL RELATED COSTS (INCLUDING REASONABLE LEGAL FEES AND COSTS OF INVESTIGATION, LITIGATION, SETTLEMENT, JUDGMENT, INTEREST AND PENALTIES) TO THE EXTENT ARISING FROM CLAIMS OR ACTIONS BASED UPON:

1) NEGLIGENT PERFORMANCE. CONSULTANT’S, ITS SUBCONSULTANT’S/SUBCONTRACTOR’S OR CONSULTANT PERSONNEL’S NEGLIGENT PERFORMANCE, NON-PERFORMANCE OF THE SERVICES OR BREACH OF THIS AGREEMENT OR ANY SUBCONTRACT;

2) COMPENSATION. COMPENSATION OR BENEFITS OF ANY KIND, BY OR ON BEHALF OF CONSULTANT PERSONNEL;

3) VIOLATION OF APPLICABLE LAWS. ANY ACTUAL, ALLEGED, THREATENED OR POTENTIAL VIOLATION OF ANY APPLICABLE LAWS BY CONSULTANT, ITS SUBCONSULTANTS/SUBCONTRACTORS OR CONSULTANT PERSONNEL, TO THE EXTENT SUCH CLAIM IS BASED ON THE ACT OR OMISSION OF CONSULTANT, ITS SUBCONSULTANTS/SUBCONTRACTORS OR CONSULTANT PERSONNEL, EXCLUDING ACTS OR OMISSIONS BY OR AT THE DIRECTION OF BOARD;

4) DEATH OR INJURY. DEATH OF OR INJURY TO ANY INDIVIDUAL CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT, ITS SUBCONSULTANTS/SUBCONTRACTORS, CONSULTANT PERSONNEL OR ANY PERSON ACTING FOR, IN THE NAME OF, AT THE DIRECTION OR SUPERVISION OF OR ON BEHALF OF CONSULTANT OR ITS SUBCONSULTANTS/SUBCONTRACTORS IN THE PERFORMANCE OF THE SERVICES; AND

5) DAMAGE TO REAL/PERSOAL PROPERTY. DAMAGE TO, OR LOSS OR DESTRUCTION OF, ANY REAL OR PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CONSULTANT, ITS SUBCONSULTANTS/SUBCONTRACTORS, CONSULTANT PERSONNEL OR ANY PERSON ACTING FOR, IN THE NAME OF, AT THE DIRECTION OR SUPERVISION OF OR ON BEHALF OF CONSULTANT, ITS SUBCONSULTANTS/SUBCONTRACTORS OR CONSULTANT PERSONNEL IN THE PERFORMANCE OF THE SERVICES.

ii) LIMITATION ON INDEMNITY. THE INDEMNIFICATION OBLIGATIONS CONTAINED IN THIS CLAUSE ARE NOT INTENDED TO APPLY TO ANY CLAIM OR ACTION BASED UPON BOARD’S ACTIONS OR ANY PERSON UNDER BOARD’S CONTROL.

b) Customs Bond – If Consultant Personnel are required to provide Services in a Customs security area of the Airport, Consultant or its Subconsultants/Subcontractors may be required to furnish a Customs Security Bond in accordance with Title 19 C.F.R. Part 113, in such amount and subject to such conditions as may be required by the Commissioner of Customs. The cost of the Customs Bond may be reimbursable if authorized under a Delivery Order. A customs bond, if required, must be filed with the applicable United States Customs Service office before a badge may be issued to allow access to the applicable Customs security area. All bond forms and activities necessary to complete this process should be obtained/coordinated with the United States Customs Service, in accordance with applicable Laws.

13) PERFORMANCE EXCUSE, SUSPENSION, TERMINATION

a) Force Majeure
i) **Excuse** – Neither Party will be liable for default or delay in the performance of its obligations under this Agreement or any Delivery Order to the extent such default or delay is caused by a Force Majeure Event.

ii) **Duration; Required Actions** – Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance of affected obligations for as long as:
   (1) the Force Majeure Event continues
   (2) the Party continues to attempt to recommence performance to the extent commercially reasonable without delay

iii) **Termination Option** – If any Force Majeure Event continues for 30 consecutive Days, Board may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of Board.

b) **Suspending Services**
   i) **Notice** – Board may, by written notice to Consultant, suspend at any time the performance of any of the Services.

   ii) **Required Consultant Actions** – Upon receipt of a suspension notice, Consultant must, unless the notice requires otherwise:
   (1) immediately discontinue suspended Services on the date and to the extent specified in the notice
   (2) place no further orders or Subcontracts for items of personal property or facilities with respect to suspended Services, other than to the extent required in the notice
   (3) take any other reasonable steps to minimize Costs associated with the suspension
   (4) follow any other reasonable directives from Board concerning the suspended Services

c) **Termination**
   i) **Termination by Board for Cause**
      (1) **Causes** – Board may at its option, by giving written notice to Consultant, terminate this Agreement under the following circumstances:
         (a) **Material Breach** – For a material breach of the Agreement by Consultant that is not cured by Consultant within 7 Days of the date on which Board provides written notice of such breach;
         (b) **Non-Curable Material Breach** – Immediately upon written notice for a material breach of the Agreement by Consultant that is not reasonably curable, in Board’s sole opinion, within 7 Days;
         (c) **Multiple Non-Material Breaches** – Immediately upon written notice for numerous breaches of the Agreement by Consultant that collectively constitute a material breach or reasonable grounds for insecurity concerning Consultant’s performance; or
         (d) **Dishonesty, Fraud and Conflicts** – Immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Consultant’s obligations under this Agreement.

      (2) **Re-procurement Costs** – In addition to all other rights and remedies Board may have if this Agreement is terminated by Board pursuant to the Clause entitled “Termination for Cause”, Consultant will be liable for all Costs in excess of the compensation that would have been payable to Consultant for all terminated Services reasonably and necessarily incurred by Board in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion.

      (3) **Conversion to Termination for Convenience** – If Board improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the Clause entitled “Termination for Convenience.”

   ii) **Termination by Board for Insolvency** – Board may terminate this Agreement immediately by delivering written notice of such termination to Consultant if Consultant:
      (1) becomes insolvent, as that term may be defined under Applicable Laws, or is unable to meet its debts according to their terms of repayment
      (2) files a voluntary petition in bankruptcy or seeks reorganization or to affect a plan or other arrangement with creditors
      (3) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally;
      (4) fails to deny or contest the material allegations of an involuntary petition filed against it
pursuant to any Applicable Laws relating to bankruptcy, arrangement or reorganization, which is not dismissed within 60 Days
(5) applies for or consents to the appointment of any receiver for all or any portion of its property

iii) **Termination by Board for Convenience**

(1) **Process**

(a) **Notice** – Board may terminate this Agreement for convenience upon 14 Days prior written notice.

(b) **Waiver** – Upon a termination for convenience, Consultant waives any claims for damages, including, but not limited to, loss of anticipated profits.

(c) **Sole Remedy** – As Consultant’s sole remedy and Board’s sole liability, Board will pay compensation for the Services properly performed prior to such notice of termination, and subsequent to the notice of termination, if subsequent Services are required in the notice, any reasonable Costs associated with complying with the Board’s termination for convenience, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or Subcontracts, except to the extent any products under such purchase orders or Subcontracts can be used by Consultant within 30 Days in its business following termination. If requested, Consultant must substantiate such claims with proof satisfactory to Board.

(2) **Effect of Termination for Convenience** – Upon termination of this Agreement, Consultant must immediately:

(a) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or Subcontracts to the extent that they relate to the performance of the terminated Services

(b) inventory, maintain and turn over to Board all Deliverables, work product, licenses (to the extent transferrable), equipment, materials, plant, tools, and property furnished by Consultant and paid for by Board or provided by Board for performance of the terminated Services

(c) promptly obtain cancellation, upon terms satisfactory to Board, of all purchase orders, Subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by Board

(d) comply with all other reasonable requests from Board regarding the terminated Services

(e) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated

14) **DISPUTE RESOLUTION**

a) **Agreement to Attempt Resolution** – The Parties are fully committed to working with each other throughout the Term and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Consultant and Board each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

b) **Resolution Meeting** – If a dispute or disagreement cannot be resolved informally, Consultant Authorized Representative and Authorized Board Representative, upon the request of either Party, must meet as soon as conveniently possible, but in no case later than 30 Days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the Parties will exchange relevant information that will assist the Parties in resolving their dispute or disagreement.

c) **Alternative Dispute Resolution** – If Board and Consultant are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

d) **Continued Performance During Dispute** – Both Parties must continue performing under this Agreement while the Parties are seeking to resolve any dispute unless, during that time, this
Agreement is terminated or expires.

15) SUBCONSULTANTS/SUBCONTRACTORS

a) Subcontracts – Consultant agrees that, in order for it to provide the Services, it may be executing Subcontracts with various Subconsultants/Subcontractors or similar Persons for their provision of Services. Consultant agrees that it (and its Subconsultants/Subcontractors and similar Persons) will execute those Subcontracts with the intent to specifically benefit Board so that Board is a third-party beneficiary of such Subcontracts and is eligible to bring an action under any such Subcontract directly against the applicable Subconsultant/Subcontractor or similar Person with the same rights and remedies under such Subcontract and Applicable Laws as Consultant. Board’s admission into evidence in any litigation involving a Subcontract of a copy of this Agreement and any Subcontract will be irrefutable, prima facie evidence of Board’s third-party beneficiary status under such Subcontract.

b) Subcontracting; Responsibility – If Consultant subcontracts any of the Services, Consultant will:
   i) be responsible for the performance of Services by any Subconsultants/Subcontractors or similar Persons
   ii) remain Board’s sole point of contact for the Services
   iii) be responsible for payment for Services to any Subconsultant/Subcontractor

c) Flow-Down Provisions – Consultant must include in all Subcontracts it executes with any Persons providing Services the following provision:

"Consultant and [insert title of Subconsultant/Subcontractor] agree that by executing this Subcontract they intend to directly and not incidentally secure (a) benefit(s) for the Dallas/Fort Worth International Airport Board ("Board"), the governmental entity for which the Services under this Subcontract are ultimately being provided in accordance with Agreement No. 8500385 ("Agreement") between Board and Consultant dated effective [MONTH DAY, YEAR], and that they are executing this Subcontract for Board’s direct and not incidental benefit.

Subconsultant/Subcontractor also agrees that Consultant has provided it with a copy of the Agreement and that such Agreement has been incorporated into the Subcontract by reference. Subconsultant/Subcontractor agrees that all of the obligations that Consultant has to Board under the Agreement’s specific provisions referenced in this Clause are obligations that Subconsultant/Subcontractor has to Consultant by virtue of the Agreement’s incorporation by reference into the Subcontract. The titles of the provisions in the Agreement/Exhibits that are subject to this flow-down requirement include, but are not limited to:

(1) WARRANTIES
(2) CONSULTANT PERSONNEL/REPRESENTATIVES
(3) GENERAL COMPENSATION PROVISIONS
(4) GENERAL INVOICE PROVISIONS
(5) MOST FAVORED CLIENT
(6) COMPENSATION, INVOICES, CONSULTANT KEY PERSONNEL
(7) DELIVERABLES, RECORDS, PROTECTED INFORMATION
(8) AUDIT; RECORDS AND INSPECTION RIGHTS
(9) INDEMNIFICATION
(10) SUBCONSULTANTS/SUBCONTRACTORS
(11) CONFLICTS
(12) DIVERSITY
(13) BOARD CODE OF BUSINESS ETHICS
(14) EXHIBIT 2 – DEFINITIONS
(15) EXHIBIT 3 – COMPENSATION; INVOICES; CONSULTANT KEY PERSONNEL (AND ALL SUB-EXHIBITS);
(16) EXHIBIT 4 – REQUIRED CONTRACT PROVISIONS FOR AIRPORT IMPROVEMENT PROGRAM AND FOR OBLIGATED SPONSORS (AND ALL SUB-EXHIBITS)
(17) EXHIBIT A – INSURANCE REQUIREMENTS – PROFESSIONAL SERVICES
(18) EXHIBIT B – MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) SPECIAL CONTRACT PROVISIONS

It is the further intent of Consultant and Subconsultant/Subcontractor that Board will have all rights and remedies (including rights of enforcement directly against such Subconsultant/Subcontractor) under this Subcontract that Consultant has, notwithstanding that Board is not a signatory to this Subcontract. Board’s admission into evidence in any litigation involving this Subcontract of a copy of this Subcontract will be irrefutable, prima facie evidence of Board’s third-party creditor beneficiary status under this Subcontract.”

d) Enforcement Assistance – Consultant further agrees that it will provide Board any reasonable assistance Board may require in enforcing against a Subconsultant/Subcontractor all rights of Board under the applicable Subcontract.

e) Responsibilities for Acts and Omissions – Consultant is responsible to Board for the acts and omissions of Consultant Personnel and similar Persons, and all other Persons performing any of the Services or supplying materials under a Subcontract to Consultant.

16) CONFLICTS

a) No Conflicts – Consultant covenants that it, its Subconsultants/Subcontractors, Consultant Personnel and all Persons employed by it/them or acting as its/their representatives has/have no interest, nor may it or they acquire any interest, directly or indirectly, which would conflict in any manner with providing Services under this Agreement or any Subcontract. Consultant further covenants that no Person having such conflicting interest will be employed by it or any Subconsultants/Subcontractors or allowed to act as its/their representative.

b) Prohibited Contracts/Agreements

i) Prohibition – Other than the Services provided concerning this Agreement, Consultant, Subconsultants/Subcontractors, Consultant Personnel or Persons employed by them or acting on their behalf [including Persons that comprise Consultant or any Subconsultant/Subcontractor (e.g. a joint venture, if Consultant or a Subconsultant/Subcontractor is a Joint Venture; a partner, if Consultant or a Subconsultant/Subcontractor is a partnership)] are prohibited from contracting with, or providing services to:

(1) Board
(2) Any Person doing business at the Airport

ii) Waiver – Consultant may seek a waiver from this Clause for it, a Subconsultant/Subcontractor, a Consultant Personnel or a Person employed by them or acting on their behalf by requesting such waiver in writing setting forth in detail why Board should grant that waiver. Board’s determination on any waiver request will be final.

17) ATTORNEYS’ FEES

a) Recovery

i) Litigation Costs – In any litigation filed by either Party against the other arising out of a dispute under or relating to this Agreement, the prevailing Party in the litigation, at trial and on appeal, will be entitled to recover its reasonable and necessary Attorneys’/Paralegals’ fees and litigation costs (collectively, “Litigation Costs”) incurred by it, as fixed by the Court in accordance with this Clause. The use of the term “Court” in this Clause refers to determinations concerning legal fees reserved to the judge and, in the case of a jury trial, to the jury, in accordance with Applicable Laws.

ii) In-House and Outside Counsel/Paralegals

(1) Recoverability – Litigation Costs recoverable by any Party include Litigation Costs incurred by any In-House Counsel/Paralegals and/or Outside Counsel/Paralegals it uses.

(2) In-House – If a Party is represented by In-House Counsel, the attorneys’ fees component of such Litigation Costs will be calculated by creating an hourly billing rate for each attorney based upon the following formula: Annual Salary/Allocated Annual Hours (2,080 Hours) + Applicable Overhead Rate = Hourly Billing Rate. Litigation Costs attributable to each attorney will be calculated using the computed hourly billing rate.
times the number of hours worked by such attorney on the litigation. This same formula will be used for calculating the paralegals’ fees component of such Litigation Costs for In-House Counsel.

(3) **Outside Counsel** – If a Party uses Outside Counsel/Paralegals for the litigation, such Litigation Costs will be calculated at the billing rates of the firm’s attorneys/paralegals participating in the litigation, times the number of hours worked by such participating attorneys/paralegals.

(4) **Dual Recovery** – A Party may recover Litigation Costs associated with In-House Counsel/Paralegals and Outside Counsel/Paralegals in accordance with this Clause even if both types of counsel are used in any particular litigation.

b) **Prevailing Party**

i) **Condition to Recovery** – To qualify as a prevailing Party, a Party must obtain some relief on the merits of a claim or defense asserted by it against the other Party in the form of an enforceable judgment.

ii) **Defendant May be a Prevailing Party** – The Parties acknowledge and agree that, in certain circumstances, a Party that is a defendant in litigation filed by the other Party, that acts in a purely defensive manner and that does not assert a counterclaim against the Party plaintiff may be a prevailing Party in the litigation that is entitled to an award of Litigation Costs by the Court.

iii) **Multiple Prevailing Parties** – The Parties acknowledge and agree that, in certain circumstances, both may be considered prevailing Parties in any litigation brought between them concerning this Agreement, particularly if both bring claims against the other in the form of original claims by the plaintiff Party and counterclaims by the defendant Party or if 1 Party asserts numerous claims against the other and some or all of those claims are successfully defended against.

c) **Nature of Claims**

i) **Equitable Claims** – If the claim asserted by the prevailing Party involves equitable relief, the Court will determine an amount of Litigation Costs to be awarded that are equitable and just in light of the particular equitable relief sought and obtained.

ii) **Legal Claims** – If the claim asserted by the prevailing Party is legal in nature and results in an award to the Party of monetary damages, the Court will determine an amount of Litigation Costs to be awarded that are equitable and just in light of the total monetary damages sought by the prevailing Party, the total Litigation Costs incurred by it in pursuing such monetary damages and the proportional relationship between the monetary damages actually awarded and the total Litigation Costs incurred. Awarded Litigation Costs must bear some reasonable relationship to the amount of monetary damages awarded.

iii) **Allocation between Equitable and Legal Claims** – If a Party requests both equitable and legal relief and seeks the recovery of Litigation Costs for both types of relief, it must reasonably allocate its Litigation Costs between the equitable and legal relief sought so that the Court may appropriately apply this Clause and Applicable Laws in determining the amount of any Litigation Costs to be awarded to the prevailing Party.

d) **Court Guidelines** – It is the Parties’ intent that this provision for the award of Litigation Costs will not be inflexibly enforced by the Court and that the ultimate form of judgment rendered in the case is not necessarily controlling but must give way to equitable considerations. The Court must compare the relief awarded on the claims and defenses asserted in the litigation with the Parties’ demands on those same claims and defenses and their litigation objectives, as disclosed by the pleadings, trial briefs, opening statements and similar sources. The prevailing party determination, including instances where there are multiple prevailing Parties, and the resulting award of Litigation Costs, should be made only upon final resolution of the claims and defenses asserted in the litigation and only by a comparison of the extent to which each Party has succeeded in its contentions.

18) **DIVERSITY**

(a) **M/WBE Program** – Board’s Business Diversity and Development Department established for this
Agreement an M/WBE participation goal of twenty-two percent (22%). The Consultant has committed to ________ percent (XX%). Consultant agrees at all times during the Term to meet or exceed the Commitment and to comply with the requirements of Exhibit B – Minority/Women Business Enterprise (M/WBE) Special Contract Provisions concerning that goal and the Board’s M/WBE Program.

b) **Equal Opportunity** – In accordance with the policy statement in Board Resolution No. 80-095, Consultant agrees that it will take all necessary action to ensure that, in performing Services under this Agreement, it and its Subconsultants/Subcontractors will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or physical handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements.

c) **Non-Discrimination** – Consultant agrees that it will take all necessary actions to ensure that, in connection with its performance under the Agreement, it will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements.

19) **GENERAL**

a) **Litigation Assistance** – Consultant agrees to make any Person involved in providing Services available to Board for litigation support, expert testimony or other similar Services in the event Board is involved in litigation or anticipates being involved in litigation concerning matters for which Consultant provided Services under this Agreement. Specific terms for Consultant to provide litigation assistance will be included in a Delivery Order agreed to between the Parties at the appropriate time that will more fully address those Services and the compensation to be paid for them, including any reasonable Costs that will be reimbursed by Board.

b) **Board Code of Business Ethics** – Consultant agrees to provide to Consultant Personnel a copy of the Board’s Code of Business Ethics and to ensure that Consultant Personnel comply with such Code in terms of Consultant Personnel’s’ interaction with employees of the Board. Additionally, Consultant Personnel will comply with the terms of such Code of Business Ethics as if each were, in fact, an employee of the Board.

c) **Standards and Codes** – Wherever references are made in the Agreement to standards or codes in accordance with which the Services are to be performed, the edition or revision of the standards or codes current on the Effective Date or the date the applicable Delivery Order was issued, whichever is later, will apply. In case of conflict between any referenced standards and codes and any Agreement Documents, the standards and codes will take precedence.

d) **Interpretation** – All Consultant questions concerning interpretation or clarification of the Agreement, including the discovery of conflicts, discrepancies, errors or omissions, must be immediately submitted in writing by Consultant to Board for a determination. Board’s determination on the issue will be final.

e) **Time of Essence** – Time is important to both Board and Consultant in the performance of this Agreement and any Delivery Order issued under it and each agree that strict compliance is required as to any performance period set forth in the Agreement.

f) **Applicable Laws** – The Agreement and Services will be governed by and construed in accordance with the substantive laws of the State of Texas without regard to its choice of law principles.

g) **Jurisdiction and Venue** – The Parties consent to the exclusive jurisdiction of the state courts of Dallas or Tarrant County, Texas, or the United States District Court for the Northern District of Texas, and agree that all actions relating to this Agreement will be litigated in such courts.

h) **Notices**
   i) Any notice under this Agreement must be in writing and sent to the respective Party at the address on page 1 of this Agreement, and will be deemed delivered:
      (1) when delivered by hand or courier or by overnight delivery with signature receipt required
      (2) when sent by confirmed e-mail
      (3) 3 Days after the date of mailing by United States mail, postage prepaid
   ii) Any Party may change its address for communications by notice in accordance with this Section
i) **Waiver** – Any waiver by the Parties or failure to enforce their rights under this Agreement will be deemed applicable only to the specific matter and will not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement will continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on Board unless executed in writing by Board and, if necessary, approved by appropriate legislation.

j) **Assignment** – Neither this Agreement, nor any rights or obligations under it, are assignable by Consultant in any manner without the prior written consent Board and any attempt to do so without such written consent will be void.

k) **Publicity** – Consultant may not make any public announcement, communication to the media, take any photographs or release any information concerning Board, the Services or this Agreement without the prior written consent of Board.

l) **Severability** – In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision will be deemed omitted and will not affect the validity of other provisions of this Agreement.

m) **Further Assurances** – Each Party must provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

n) **No Drafting Presumption** – No presumption of any Applicable Laws relating to the interpretation of contracts against the drafter will apply to this Agreement.

o) **Survival** – Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, will survive the expiration or termination of this Agreement.

p) **Independent Contractor**
   i) **Legal Relationship** – Consultant is an independent contractor of Board and nothing in this Agreement will be deemed to constitute Consultant and Board as partners, joint ventures, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses.
   
   ii) **Authority to Act** – Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.
   
   iii) **Subconsultants/Subcontractors** – Nothing contained in this Agreement or any document in any way relating to it (including, but not limited to, Subcontracts, purchase orders, invoices or similar documents) will create any contractual relationship between Board and any of Consultant’s Subconsultants/Subcontractors, their employees, agents, representatives and similar Persons.

q) **Third-Party Beneficiaries** – This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

r) **Entire Agreement** – The Agreement contains the entire Agreement of the Parties relating to their subject matter and supersedes all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party and approved by appropriate legislation, if necessary.

s) **Counterparts; Solo Signature Page** – This Agreement may be executed in any number of counterparts (including counterpart signature pages), each of which will be deemed an original and all of which together will constitute one and the same instrument.

r) **Cumulative Remedies** – All rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other rights and/or remedies available under Applicable Laws, in equity or otherwise

u) **No Third-Party Responsibility** – Consultant is responsible to Board for Consultant and Subconsultant/Subcontractor Services. Consultant is not responsible for the acts or omissions of other Persons engaged by Board or for their construction means, methods, techniques, sequences or procedures, or their health and safety precautions and programs, including construction site safety.
Approved as to Form:

Legal Counsel
Dallas/Fort Worth International Airport Board

Consultant: Consultant Name

By: ____________________________
Name: __________________________
Title: __________________________

Dallas/Fort Worth International Airport Board:
Authorized Representative
Procurement and Materials Management

By: ____________________________
Name: __________________________
Title: __________________________
ATTACHMENT 1 – SCOPE OF SERVICES

1) General Requirements

a) The Dallas Fort Worth (DFW) International Airport Board is seeking the services of a qualified firm to provide Professional Automated People Mover (APM) Architectural & Engineering (A/E) Services. This service will be focused on the ongoing effort to address any tasks related to the APM, including, but not limited to: engineering, inspection, system design, commissioning, and implementation phase support as they occur and evolve. Scope also includes the assessment of the existing conditions of APM related facilities, and operating systems; recommendations for improvements; review, assessment and development of maintenance, development of specifications, and renewal plans as needed to ensure that the APM is operating effectively and are capable of meeting DFW’s needs in a safe environment, on a continuing basis, under an indefinite delivery agreement (IDIQ), under the direction of Board Senior Staff or Consultants as directed in the agreement.

b) Consultant shall be aware that, based on the type and specifics of a given DO, not all scopes may require a full discipline team.

c) The Consultant’s Operational Plan shall address ad-hoc APM A/E services including, but not limited to, irregular operations due to systems breakdowns or failures.

d) The Consultant shall perform root cause analysis of any APM failure and provide a written report along with recommendations for systems improvements.

e) All work resulting from the IDIQ will be executed by individual Delivery Orders (DO).

f) The selected firm(s) is/are expected to provide all services that are customary and usual in the performance of Services directed by this Agreement.

g) Unless otherwise directed, all services will be performed at the Consultant’s home office or normal place of business.

2) Types of Services

a) The services of this contract may include written reports, maps, schematics, and any other pertinent documentation that:

i) Describes the current condition of the APM system in sufficient detail to fully understand the conditions of the system as a whole and as segmented sections.

ii) Defines an APM system that meets the needs of DFW for the foreseeable future.

iii) Outlines an implementation strategy to effectively upgrade the Airport’s APM system.

iv) Provides a reasonable estimate of the costs and benefits of the recommended options.

v) Can be used as the information for consideration of future APM projects.

vi) Improve the efficiency, effectiveness, and quality of the APM.

vii) Manages APM operating, maintenance, repair, replacement, and renewal costs.

viii) Optimizes APM lifecycle.

ix) Integrates sustainable principles and practices.

x) Reduces energy demand and costs.

xi) Reduces premature equipment & system failures.

xii) Improves facility operation and maintenance procedures.

xiii) Enhances documentation of the O&M requirements for equipment and systems.

xiv) Documents baseline operating conditions through trending of performance measures.
b) APM Services:

i) The selected provider may be requested to provide the following services on a delivery order basis:

1) Troubleshoot APM related systems.
2) Develop, modify, implement and perform testing on new and existing APM systems applications.
3) Perform application updates.
4) Evaluate and interpret specifications, diagrams and schematics detailing APM operating systems installation and maintenance requirements; including operating parameters.
5) Participate in design review of plans and specifications and coordinate new APM related project activity with DFW and contractor personnel.
6) Verify health of system components, communications, and equipment and perform/ensure system backups.
7) Provide liaison with APM end-user clients, vendor suppliers, and contractors.
8) Assist with commissioning, construction/project close out documents, and as built verification.
9) Assist in developing, implementing, and improving train control schemes and system logic. Modify sequence of operations to meet DFW needs and operating schedules. Develop, provide and/or coordinate technical training on the operation and maintenance of various APM components. Analyze and evaluate APM development programs, trends, obsolescence forecasts, systems status and health, operating performance, and customer satisfaction.

c) APM System Support

The selected consultant may be requested to provide the following services on a delivery order basis:

i) Condition assessment- Develop an implementation strategy for the immediate, short term, and long term recommendations for plan to rehabilitate, renew, refresh APM systems and/or components including software.

1) Considering a combination of existing physical conditions and performance, capital availability, technology competence, and other stakeholder interests, outline a strategy to implement the recommended systems rehabilitation.
2) Strategy should include a prioritized list of immediate, near-term and long-term rehabilitation.
3) Implementation plan should include coordination with other future development/construction scheduling activities.

ii) Recommendations for improvements.

1) Develop cost/benefit estimates for the recommended rehabilitation and implementation strategy, including alternate approaches.

iii) Review, assessment and/or development of maintenance and renewal schedules/plans.

1) Develop a recommended spare parts list for each system.
   a) With a breakdown of critical parts.
   b) Establish minimum and maximum inventory levels and reorder points
2) Develop and/or identify a computerized inventory tracking system to be implemented.

3) Develop preventative maintenance schedules and work with internal stakeholders to enter recommended maintenance routines into Infor, DFW Airport's Computerized Maintenance Management System.

4) Perform quality control inspections of contractor's maintenance activities for the APM systems.

iv) Consultant shall use its expertise in recommending changes to the APM design to accommodate change in operational requirements, e.g. large volume of passengers at times as well as increased frequency of operations.

v) Each delivery order shall require a stakeholder meeting prior to work being performed.

1) A detail scope of work will be required for each Delivery Order.

d) Implementation Phase Support

The Implementation Phase Support will include, but not be limited to, the following tasks:

i) Provide oversight of the APM design, manufacturing, installation, testing, and acceptance.

ii) Assist with the finalization of Contract provisions, attachments, exhibits, negotiations and conform Contract Documents prepared under previous Authorizations.

iii) Review Contract Data Requirements List (CDRL) submitted by the Contractor for conformance with contract requirements and provide comments regarding any non-conforming issues.

iv) Review all technical design submissions from the Contractor and attend all design review meetings.

v) On-site Installation oversight – Monitor the work on a consistent basis, perform quality assurance (QA), and document the work performed in a report along with any non-conforming work observed.

vi) Manufacturing and Testing oversight – Provide in-plant observation, QA checks and witness selected critical in-plant tests during the contractor's manufacturing and plant testing activities.

vii) Provide progress reports documenting work observed and any non-conformance with the Contract Documents.

viii) Review Acceptance Test Plan and Procedures – Review and provide comments on the acceptance test plan and procedures developed by the contractor as required by the Special Provisions.

ix) Witness Acceptance Tests – Monitor the testing activities for conformance to the Contract Documents and the Acceptance Test Plan.

x) Review Acceptance Test Reports – Monitor the on-site acceptance tests and provide reports documenting the tests results and conformance to the Contract Documents.

xi) Final Acceptance – Witness acceptance demonstration activities and provide advice regarding Final Acceptance of the system.

xii) Progress Meetings and Reports – Review all monthly reports submitted by the contractor and provide comments regarding any issues and status of project.

xiii) Review of Invoices and Payment Milestones – Review and provide recommendations for payment of the invoices submitted for payment by the contractor.

xiv) Document Control – Assist DFW with document control for all correspondence, CDRL submittals and test reports and provide a complete set to DFW at the completion of the project.
e) **Condition Assessment Scope and Responsibilities**

The base service will normally be an APM related infrastructure/system asset condition assessment and report. The assessment process will focus on updating the existing asset inventory as well as documenting the existing condition, estimated remaining life, and forecasted resource Investment requirements over specified time frames for individual Items and the entire asset portfolio.

i) **Base Infrastructure/System Asset Condition Assessment and Report**

1) Perform a complete APM fixed facility/system asset condition assessment. The assessment/inspection shall be performed by qualified personnel (engineers and/or technicians). The assessment should be performed using both an item and a system Inspection method. The inspector will evaluate each system assessed to determine if there is sufficient physical evidence, including life cycle analysis, to warrant complete replacement of the system versus repairing only portions of the system.

   (i) Assessments of APM fixed facilities and integral components/systems will be performed by qualified personnel who will Identify and report all structural, architectural, mechanical and electrical Conditions, Annual Maintenance Needs, Estimated Remaining Life, Component Renewal Requirements, and Deferred Maintenance Deficiencies.

   (ii) Items that are considered urgent (endangering life and/or property, etc.) should be appropriately marked on the Inspection reports and immediately brought to the attention of the Board. If the visual inspection indicates that an in-depth inspection/study/analysis of a component should be made, this should be noted on the Inspection reports.

2) The Consultant may propose an alternate approach and methodology to the condition assessment analysis and assessment process. Alternative methodologies may be considered and approved based upon:

   i) Type of analysis to be used (document review, Interviews, visual Inspection, testing, statistical analysis, etc.).

   ii) A description of the proposed assessment process.

   iii) The Method for prioritizing deficiencies and deferred maintenance.

   iv) The method for estimated deficiency correction costs.

   v) The method for adjusting deferred maintenance costs estimates over time.

3) Anticipated deliverables include, but is not limited to:

   i) A Systems/Infrastructure Asset Condition Report that includes a description of the system/infrastructure asset, a narrative of the observations made, and recommendations for immediate to near term (1-5 years) repair, remediation, or replacement with a probable cost.

   ii) Asset inventory verification/update.

   iii) Condition Rating (CR) for each Inventory Item/system.

   iv) Estimated Remaining Life (RL) for each inventory Item.

   v) Estimate Annual Maintenance (AM) for each Inventory item.

   vi) Identification of Deferred Maintenance (DM) with estimates of cost to correct.

   vii) Identification of the Component Renewal (CR) with estimates of cost to correct.
ii) Report Appendices

The base facility/infrastructure asset condition assessment and report may be supplemented with some or all of the appendices identified below.

1) Current Replacement Value (CRV) Cost Estimate - Prepare a replacement cost estimate for the facility/infrastructure asset based on an industry standard method for cost estimating (such as RS Means). Anticipated deliverable includes, but is not limited to:
   i) A statement of the replacement estimates and a basic description of the estimate methodology along with any applicable calculations and references to information sources.
   ii) The CRV shall be in current year dollars as of the Delivery Order issuance associated with existing real property assets and does not address current or new mission deficits or capacity shortfalls. The CRV shall be based on a replacement facility/infrastructure asset with the same function and capacity as the existing facility/infrastructure asset constructed to current material and design standards.

2) System/Infrastructure Asset Systems, Equipment & Items Inventories - Conduct facility systems, equipment, and items inventories and validation. Anticipated deliverable includes, but is not limited to:
   i) A spreadsheet with compiled results of the inventory/validation in a format designated and approved by the Board.

3) Long Term Systems & Equipment Replacement - Long term systems and equipment replacement plan and analysis. Anticipated deliverable includes, but is not limited to:
   i) A table listing all of the systems and equipment that will need replacement or refurbishment over a 20-40 year life cycle organized by year and indicating the probable cost for the action recommended.

iii) Training

The Board anticipates that future assessments may be conducted by Board personnel. To that end, the Consultant should anticipate and prepare to meet the Board’s requirements for knowledge transfer and training of Board staff in the application of the facility/infrastructure asset condition assessment methodologies, techniques and tools employed under this scope of services. Training in the use of any proposed or recommended software-based assessment tools should be included.

iv) Enterprise Asset Management (EAM) & Site Information Management Systems (SIMS) Interfaces

The Consultant may be required to utilize data existing within the Board’s Infor EAM and SIMS applications. The Board utilizes Infor EAM as its enterprise asset management business technology solution. The Infor EAM is used for work management, asset life cycle management and cost, and reporting for the APM facilities; and SIMS is utilized for the APM Operating system.

f) APM System Design

The Consultant shall provide an Automated People Mover (APM) system design team with all disciplines including specialized subconsultants as necessary to support the required DO
scope of services. This may include specialized design subcontractors as required by the specific DO. The lead Engineer/Architect for each required discipline must be a licensed professional Engineer/Architect in the state of Texas.

Consultant must be capable of providing professional APM system design services, that may interface with existing facilities including stations, terminals, maintenance facilities, automated train control rooms, crossover facilities and any associated infrastructure impacting specific projects; investigation, cost estimating, commissioning, and any and all other disciplines needed to complete the APM system design services for these types of DO projects. Consultant shall be aware that, based on the specific scope of a given DO, not all projects may require a full discipline team.

Consultant is responsible for the coordination of all members of its design team.

1. Design Management:
   ii) Compliance with design criteria manual and other Board, State, Federal and FAA design guidelines, standards and specified requirements.
   iii) Development and performance monitoring of project specific design scopes of work and measurable execution and deliverables’ milestones.
   iv) Review and monitor design team compliance with stated scope and design criteria to prevent scope creep.
   v) Coordinate and review the issuance of supplemental design information, design change notices, and other forms of design documentation necessary to complete the construction of the Project.
   vi) Coordinate and review all design, construction quality standard and material mock-up, performance tests or material samples and display board selection evaluation processes.
   vii) Review and provide recommendations to and monitor design resources and team sub-consultant composition requirements to meet the project requirements.
   viii) Perform design reviews for constructible and biddable plans, specifications, phasing and packaging.
   ix) Manage the Stakeholder, outside agency, and applicable jurisdictions (including FAA, TxDOT, utilities, etc. if applicable) coordination.
   x) Review and coordinate estimates at various stages of design to ensure project is within budget.
   xi) Review and Monitor for compliance with BIM and other production standards and specification compliance between multiple design packages and projects within the Program.
   xii) Errors and Omissions evaluation - assist in determination of potential design errors and omissions and assist in resolution or negotiation of settlement.
   xiii) Identify opportunities for first cost and life cycle cost reductions. Assist the PM in evaluating these opportunities to ensure that the technical requirements of a project are still being achieved.
   xiv) Review and identify sustainable design opportunities in concert with the project’s technical requirements and cost goals.
   xv) Develop a detailed scope of work for all activities as needed. This shall include a detailed schedule, budget, phasing plan, and may include participation in the development of project implementation and execution strategy.
xvi) Assist during the planning phase of the program/projects. Identify critical issues and recommend specific solutions.

xvii) Provide qualified project managers to be assigned to specific projects or element teams. Project managers will be responsible for ensuring the coordination of all Services required to plan, design and construct the project in accordance with the budget and schedule. These Services will be required across a wide range of disciplines and specialized areas of expertise.

g) Inspection and Analysis Services

The consultant shall furnish all supervision, labor, materials, tools, supplies, equipment and transportation required to accomplish the requirements of this Scope of Services and subsequent Delivery Orders. The consultant shall provide the necessary staff and sub-contractors with skills required to accomplish the work as indicated on each Delivery Order.

h) Engineering Services

Provide professional Services that involve the practice of engineering, as that term is defined in Chapter 2254; Subchapter A; of the Texas Government Code, including Section 2254.002 of that Subchapter, and the Texas Occupations Code; Title 6; Subtitle A; Regulation of Engineering and Related Practices.

i) Ancillary Services

General Description: These Services involve certain ancillary personal, professional and planning services that are related to the Section 2254 Services and that are exempt from formal, competitive procurement requirements pursuant to Chapter 252 of the Texas Local Government Code; Section 252.022(a)(4).

j) Illustrative Descriptions of Scopes of Service

With respect to APM fixed facilities and Operating systems, scopes may include but are not limited to: expansions, realignment of existing infrastructure, new facilities and renovation or alteration of old; planning of and architectural / engineering design of mechanical, plumbing, fire protection, civil, structural, thermal, and electrical systems (including both high and low-voltage), as well as information technology / CCTV design services and support.

k) Additional Services

Additional services that may be performed under this contract include, but are not limited to:

1. Asset Management, Operating and Maintenance process, procedures, practices, documentation, plans and/or programs:
   a) Identify/evaluate current process, procedures, practices, documentation, plans and/or programs
   b) Identify/evaluate industry standard and/or best practices.
   c) Benchmarking studies.
   d) Recommend improvements, quantify costs/benefits and develop implementation plans.
f) Develop, compile and/or update Operations & Maintenance Manuals, operating procedures, policies and/or guidelines.

2. Asset Management, Operating and Maintenance resource and/or cost studies:
   a) Conduct life-cycle cost studies for infrastructure assets, systems, and/or components.
   b) Assess, evaluate or develop operating and maintenance plans:
      i) Resource loaded maintenance requirements.
      ii) Service delivery options.

3. Asset Management, Operating and Maintenance process analysis:
   a) Process identification (mapping).
   b) Process performance measurement with linkage to business Indicators.
   c) Process assessment

4. Conduct operational and/or service delivery audits, simulations and/or modeling:
   a) Energy audits, simulations and/or modeling.
   b) Service Quality audits
   c) Operational Effectiveness audits, simulations and/or modeling.

5. Evaluate new or alternative technologies, methodologies, practices and/or procedures for Infrastructure asset management, operation and/or maintenance:
   a) Conduct Secondary research
   b) Develop, or assist in the development of testing protocols, plans and/or pilot projects/studies.
   c) Implement, or assist in the implementation of testing protocols, plans and/or pilot projects/studies.
   d) Evaluate, or assist in the evaluation of testing protocols, plans and/or pilot projects/studies.

6. Technical training for infrastructure asset management, operation, repair, renewal and Maintenance:
   a) Evaluate current and/or proposed technical training programs and requirements.
   b) Develop, or assist in the development of technical training programs.
   c) Implement, or assist in the implementation of technical training programs.

7. Failure Analysis:
   a) Perform failure analysis of failed assets, systems, components, or equipment.
   b) Assess and identify most likely cause(s) of failures and provide recommendations for repairs, replacements, etc.

8. Current Replacement Value (CRV) cost estimates:
   a) Develop Current Replacement Value cost estimates in accordance with VII.B.1.
   b) Systems or component level CRVs may be requested under this scope of services.

I) Miscellaneous Services
   i) Local Market Services
   ii) Commissioning Services, to the extent not covered in this Exhibit 1 – Scope of Services
   iii) Construction Support Services, to the extent not covered in this Exhibit 1 – Scope of Services
iv) Safety Management Systems (SMS), to the extent not covered in this Exhibit 1 – Scope of Services

v) Lifecycle Cost Analyses and O&M Assessment Services, to the extent not covered in this Exhibit 1 – Scope of Services

vi) Environmental Support Services, to the extent not covered in this Exhibit 1 – Scope of Services

3) DETAILED SCOPE OF SERVICES

The DOs may include, but are not limited to, some or all the services listed below:

a) Planning/Development Services

Planning, programming, feasibility studies, computer modeling (including 3D visualization and architectural animation), environmental investigation and analysis, conceptual design development, plan coordination, cost estimating, site selection, budgeting, adherence with FAA Part 77 Maps providing “Planning Level” height restrictions, scheduling and other related tasks.

b) Project Scheduling

i) Consultant will be responsible for developing and maintaining the Design Schedule throughout the DO. The Design Schedule will consist of a Baseline Schedule and Monthly Schedule Updates developed using the Board’s approved project planning software, Oracle-Primavera P6™ (current version or minimum version 6.2)

ii) The design schedule level of detail should be sufficient to represent the time required to accomplish the design phase for an individual DO and ensure completion by milestone dates. It should include time for schedule review/approval processes and time for incorporation of final comments. Logic ties and activities that represent a critical path through the phases must be reflected in the schedule. Key interface points, and input required from other stakeholders are to be shown with dates that support the design schedule. If requested, Consultant must submit detailed schedule(s) that expand on the design schedule and ultimately supports the overall program schedules

iii) Consultant must have an individual who is identified as a Key Person, who can apply sound scheduling practices and is skilled in the planning and application of network techniques for design and construction projects and the use of Oracle's Primavera P6™ scheduling software.

iv) Design Schedule General Requirements

(1) The schedule must have a Work Breakdown Structure (WBS) which correlates with the Design Phases. Additional coding may be requested to allow the schedule to be sorted in various formats.

(2) Consultant must resource load each activity with labor hour requirements consistent with personnel classifications used in the development of the design fee schedules.

(3) The schedule must support the issuance of all Permits and Construction Contracts which data will be supplied by the Board.

(4) All activity constraint dates must be approved by the Board.

(5) Prior to submitting each update schedule, the Consultant must review all proposed changes as may be issued by the Board.

(6) Activities shown in the schedules must include all required deliverables.
(7) Key interface points, contract modifications, addenda, bulletins, etc. must be identified in the schedule as they occur.

iv) Calendars
   (1) Schedules for design and procurement will be based on a 7-day calendar. Additional calendars may be allowed if approved by the Board.

v) Baseline Schedule
   (1) The Baseline Schedule is a fixed project schedule used in measuring project progress and Consultant performance. Schedule assumptions supporting the basis of the Baseline Schedule will be listed and submitted. Consultant's Baseline Schedule must show all work to be completed within the DO schedule, including any milestones, date for substantial completion; final completion and project close-out.

(2) A Draft of the Baseline Design Schedule must be submitted five(5) days after the issuance of DO Notice-to-Proceed for the applicable project and include a .PDF of the bar chart and accompanying P6 schedule file. Modifications made to the applicable DO may require Consultant to re-baseline the Project Schedule.

vi) Monthly Schedule Update
   (1) The monthly schedule update is used to compare the current and forecasted performance to the planned performance. A PDF of the bar chart and accompanying P6 schedule file is due with the monthly Progress Report by the 15th of the month following the reporting period. The Primavera update must indicate a Data Date of the 1st of the month and have all progress and resources updated.

(2) As part of the monthly schedule update, the Consultant must prepare a written narrative report, highlighting the progress during the past update period. The written narrative report will include, but not be limited to, the following information:
   • Summary of Work accomplished during the past update period
   • Analysis of critical path(s)
   • Analysis of time loss/gained during the update period
   • Identification of problem areas
   • Recommended solutions to current problems

(3) The Consultant may not modify the original durations, activity relationships, constraints, manpower, or costs, add or delete activities, or alter Project CPM Schedule logic when updating the Project CPM Schedule without written approval from the Board.

d) Coordination
   i) Consultant must provide technical and production-related coordination with respect to the services provided by other Consultants for related or enabling projects, as directed by the Board.

e) Quality Control and Quality Assurance Plan Procedures (QC/QA)
   i) The Consultant will be required to prepare a comprehensive plan for QC/QA of its own engineering design work, and the work of its subconsultants, including structured peer reviews, conformity to design standards, constructability reviews, drawing completeness and accuracy, and internal consistency and coordination. The plan must address the following:
      • Management responsibility
• Design standard and documents
• Document control
• Process control
• Standard of Care

ii) Responsibilities of the Consultant during the construction phase will be specified in a separate DO.

Consultant's QC/QA plan for a construction service phase DO must be submitted to the Board as part of the Consultant’s proposal in response to a construction phase DO Services Request.

f) Document Management

All documents produced as part of the Consultant's services must be produced and recorded in accordance with the Board's document preparation and management requirements, which will be provided to Consultant separately.

g) Technical coordination support

Consultant may be required to participate in discussions and/or other collaborative roles with various entities; including, but not limited to, the following:
• Board staff (All Departments);
• Other Consultants/contractors;
• Airline/Tenant representatives;
• Federal Aviation Administration;
• Transportation Security Administration;
• Emergency response agencies;
• State and Federal Regulatory agencies;
• Public agencies;
• Political Subdivisions; and/or
• Public utilities

h) Value Engineering

The Board will provide the Consultant an opportunity to implement a Value Engineering (VE) process.

i) The criteria included within the latest FAA Advisory Circular 150/5300-15 are referenced to guide the application of any VE proposal. The Consultant must submit a request for a VE review and receive written approval prior to implementing any change to the project approach, probable opportunity for life-cycle costs savings, the suggested revision purpose, design restrictions and possible operations and schedule impacts. A VE request for consideration must be submitted prior to the completion of the Schematic Design Phase. If granted, the Consultant will fully develop a Value Engineering Plan to a negotiated scope and fee. Sharing of the VE life-cycle savings will not be considered in the services agreement.

ii) Opportunities exist for VE benefit to the Board on tasks such as, but not limited to, program/project phasing and sequencing, materials management and sustainability initiatives.

i) Change Management

If the Board identifies any changes that it wishes to make to the Project scope, it will notify the Consultant or, if Consultant believes that any recommendations made by the Board will result in a change of project scope, it will notify the Board within 5 days of discovery. The Consultant will then quantify the cost impacts of such changes (i.e., construction,
engineering, and management, project insurance and contingency) and calculate the impact on the Schedule. In addition, the Consultant must identify the decisions needed to evaluate the change and the responsible parties for such decisions. Consultant must submit such information within 5 days of notice of change to the Board for its direction.

j) **Timeliness of Performance**

All services must occur at the appropriate times required for the timely execution and completion of the specified deliverables in accordance with the schedule. Prior to Consultant's commencement of services, and at periodic times thereafter, the Board may identify certain tasks or sub-tasks as having greater or lesser priority at that time, and Consultant must act in accordance with such changed priorities. Consultant must evaluate the impact on the schedule and review those impacts with the Board as part of the approved change management process.

i) **Sustainable Design**

As part of the Board’s goal to incorporate environmentally sustainable design in building and infrastructure improvements, Consultant is required to identify and provide a Leadership in Energy and Environmental Design (LEED) accredited professional on its staff to assist with design. A copy of the individual's LEED certificate must be provided to the Board upon request.

ii) Consultant must reference the "Green Building Standards" latest edition, evaluate all available options and make formal recommendations to the Board for approval. Consultant must then implement and oversee the measures approved by the Board. Consultant shall implement best management practices for each project. The Green Building Standards publication is available on the web at www.dfwairport.com.

k) **Support Services**

i) Special Studies and Site Visits: Consultant must research and prepare any special studies required by the Board for the planning and development of project scope requirements or parameters.

ii) Peer Review: Consultant may be requested to provide peer review services for work performed by other design Consultants as well as analyze other projects to determine if they were completed in accordance with all applicable Board standards criteria, schedules and budgets.

iii) Conferences: Consultant may, at the direction of the Board, be required to attend certain conferences. Consultant must keep meeting minutes and distribute them, in a timely manner, to attendees and other designated parties.

iv) Consultant must assign a project manager qualified to act in a liaison capacity, and available at all times, on all matters pertinent to each DO issued under this Scope of Services.

l) **DFW Brand Standards**

i) Consultant must comply with all DFW Brand Standards in rendering services, to include; color, fonts, pattern, photography principles, imager, sub-brands, brand fundamentals and overview, design guidelines, as well as visual and verbal branding systems.

4) **DELIVERABLES**

a) **General**
i) Consultant must prepare, assist in the preparation of, provide or review deliverables and provide follow-up, including, but not limited to written reports, engineer's reports, basis of design manuals, plans, analysis, presentations, regulations, permit applications, design concepts, design work programs, Design Documents, design calculations, reference data, design manuals, contract drawings, documents submitted for permit, electronic data files, technical specifications, assessment of risk document, material schedules and quantity takeoffs, cost estimates, detailed design and construction schedules, graphs, charts, composite drawings and/or diagrams of existing conditions, preliminary and underlying data, supplemental surveys provided by or to the Consultant including results of site investigations, utility investigations, or supplemental investigations of subsurface conditions, and other documents and information necessary for performance of the services ("Deliverables").

ii) Consultant/Consultants shall execute professional due diligence in performing a thorough site assessment and field verification identifying site conditions impacting the applicability of standard details and the potential delivery of the project. This verification includes, but is not limited to equipment, appurtenances, ancillary terms, easements and overhangs, utilities, existing infrastructure record drawings, above ground structures, equipment accessibility allowing the Contractor to have a comprehensive understanding of the project for preparing its initial project costs. This does not void the Contractor's responsibility to verify and confirm such data. Level A SUE is required for all Landside Civil projects unless otherwise directed in the attached scope.

b) CADD Deliverables
i) Consultant must provide the number of hard copies and electronic copies as specified in the applicable DO. All deliverables must be accompanied with a single, consolidated digital version in PDF with the same content and in the same order as the hard copy.

ii) Consultant must submit to the Board all working files (including, but not limited to, CADD, worksheets and BIM models) at the time of milestone(s) deliverables required by the Agreement and applicable DO. Construction Documents must be developed in accordance with the Board’s CADD/BIM Standards and transmitted electronically to the Board. Submittals will be accepted by the Board in a format approved by the Agreement and applicable DO.

iii) Each drawing must indicate the Consultant's name, address, phone number, Consultant and Board Contract Number, Board Permit Number, Texas Department of Licensing and Regulation Architectural Barriers Project Registration Number (if applicable), date or revision date, and scale, consistent with the title block specifications detailed in the CADD Standards.

iv) All drawings and specifications must also be placed on the Board's specified document management system (i.e. Unifier etc.) on a regular basis. Monthly, Consultant must ensure all files on the specified document management system are the most current. Consultant will submit the CADD Deliverables to the Board. The Board will review and examine the files, and Consultant must correct any errors detected at no additional cost to the Board.

c) Specification Deliverables

i) Consultant will be required to prepare and submit all technical specifications in the CSI MasterFormat and congruent with FAA construction specifications, or as otherwise directed by the Board in the DO. The Board may provide certain technical specification sections as required or necessary to maintain DFW Airport design or construction standards.
ii) New or customized specification sections, not currently included in the Board Master Division 01 Specifications, must be developed utilizing the Board Master Specifications current CSI format and software. Specifications must be transmitted for all reviews, between the Consultant and the Board, electronically utilizing the Board on-line file sharing system. A limited number of hard copies (printed) of the specifications may also be required for the review process.

iii) Solicitation documents (e.g. Instruction to Bidders/Instructions to Proponents), General Provisions, Special Provisions, and Mandatory Provisions (Federal contracts only), and Division 00 and 01 Guide Specifications produced by the Board will be provided to the Consultant for inclusion with its technical specifications. Consultant shall update and modify the Board provided Division 00 and 01 Guide Specifications as necessary for the specific DO project.

iv) Consultant is responsible for sealing and signing the Division 00 and 01 specifications included in the deliverables.

In general, all deliverables must be submitted in PDF format as a minimum. Native format files are required as indicated above. Files shall be uploaded by consultant to the DFW management system (Unifier) in the respective project folder.

i) Deliverables will be identified in the applicable Delivery Order and may include, but not be limited to, exhibits, briefings, reports, white papers, near-term response strategies, long-term visions and Master Planning documents;

ii) Electronic copies of all final documents must be provided to DFW in the "native" program file format, in addition to an electronic portable document format (PDF); and

iii) Any applicable schedule for the provision of Services and deliverables will be established in the applicable Delivery Order.
Exhibit 3 – Compensation, Invoices, Consultant Key Personnel

1) **OVERVIEW** – Prior to commencement of any Phase as described in Exhibit 1 – Scope of Services, the Board and Consultant shall negotiate compensation amount for the services which will be included in each Delivery Order and or Phase. If Consultant fails, in the reasonable determination of the Board, to negotiate compensation in good faith or if the Consultant and the Board are unable to agree in good faith on such compensation, the Board may terminate the Delivery Order or this Agreement in accordance with its Termination provisions, as applicable.

2) **Schedule A – Board-Approved Fully Burdened Rates**

3) **Schedule B – Board-Approved Maximum Labor Cost Rates**

4) **Schedule C – Board-Approved Overhead Rates**

5) **Reimbursable Costs** – Reimbursable costs will consist of those costs described below which are incurred in the performance of Services under this Agreement, which are allowable and allocable to the Project; are not included in Overhead or Burden; and are routinely and uniformly charged to specific projects under Consultant's accounting system (collectively, "Reimbursable Costs"). Board has the right to apply these RC provisions in an appropriate manner that reflects the circumstances of a Consultant Personnel to which they apply, including the right to deny reimbursement of certain RC's in certain circumstances. Receipts are required to support costs exceeding $25.00. Reimbursable expenses will be reimbursed at actual cost, with no additional mark-up.

a) **Expenses Incurred While in Travel Status On The Owner's Behalf**

i) **TRANSPORTATION**

(1) Air Travel – Reimbursed at the lesser of actual cost or airline coach rates when such travel is required and authorized by the Owner in furtherance of work hereunder and supported by legible copies of airline tickets. Official travel shall be by the most direct routing and Consultant shall maximize savings whenever possible including advance purchase options.

(2) Local Transportation – Transportation costs incurred by Consultant while in travel status will be reimbursed as follows:

(a) Taxi/limousine/airport bus – Reimbursed at actual cost.

(b) Rental Automobiles – Because of their cost, rental automobiles shall be used only when their use will affect a savings or other advantage, or when the use of other transportation is not feasible. Rental automobiles are limited to compact models when available. A legible copy of the automobile rental agreement is required. Rental of other than compact automobiles is allowable when compacts are not available or if more than two staff members are in the travel status. All rental cars will be returned with a full tank of gas when possible. Fuel charges will be reimbursed at the market price. Unreasonable or excessive fuel charges by the rental car agency will not be reimbursed.

(c) Private Automobile – Use of private or company owned or leased automobiles will be reimbursed at the current rate allowed by the Internal Revenue Service, or company policy, whichever is less.

(d) Tolls and parking charges for use of ferries, roads, bridges, and tunnels while traveling to and from commercial carriers and parking charges at destination are reimbursable at actual cost.

ii) **LODGING/MEALS**

(1) Dallas/Fort Worth Metropolitan Area – A per diem rate will be used to reimburse Consultant for overnight accommodations and meals in the D/FW area when in travel status on behalf of the Owner. The current rate is $210.00 per authorized day ($150.00 lodging/$60.00 meals). This rate is to cover all lodging and meal charges, (including all taxes and gratuities) for one full day. This is a flat rate and will be paid regardless of actual costs incurred for lodging and/or meals. Costs exceeding this flat rate, even if supported by receipts, are not allowable. If Consultant’s internal policy is a lower rate, the lower rate will be used.

(a) Lodging – The following rate will be used when overnight travel is required: $150.00 per night. If Consultant’s internal policy is a lower rate, the lower rate will be used.

(b) Meals – The following rate will be used when travel is completed in the same day or a portion thereof: breakfast - $15.00, lunch - $15.00, dinner - $30.00. If Consultant’s internal policy is a lower rate, the lower rate will be used.
Exhibit 3 – Compensation, Invoices, Consultant Key Personnel

(2) Outside Dallas/Fort Worth Metropolitan Area – Lodging and meal costs outside of the Dallas/Fort Worth Metropolitan Area will be reimbursed at actual and reasonable cost, not to exceed GSA rates for domestic travel and US Department of State rates for international travel.

Please note that reimbursement for Airport Board employees’ meals is not allowable.

b) Other Reimbursable Expenses
i) Security Identification Display Area (SIDA) Badges – Fee charged by Board to issue Security Identification Display Area Badges to Consultant Personnel that require access to a secured area at the Airport; (fees incurred for lost or stolen badges are not reimbursable.) The time spent obtaining a SIDA badge is not reimbursable.

ii) Customs Bond, when required by the Board.

iii) Premium on overtime – To the extent that Consultant pays its employees a premium in excess of its hourly rates for overtime spent on the Project and such premium is not included in the calculation of burden rates, the cost of the premium will be treated as a Reimbursable Cost and will not be subject to additional mark-up. Any such overtime must be in accordance with Consultant's policies which are subject to prior approval by the Board. This provision does not apply to Fully Burdened Rates.

iv) Reproduction – Outside reproduction of material and documents required in the furtherance of work. For cost of in-house reproduction, prior approval of in-house rates through the Airport Contract Administrator is required.

v) Home-office communications - Long distance telephone, express mail or other forms of communication directly required in the furtherance of work, provided such expenses are not included in determination of overhead rates.

vi) Costs associated with Mobile Communication Devices will not be reimbursed.

vii) Project Vehicle Costs – Consultant may qualify for reimbursement of certain vehicle Costs for vehicles that are dedicated to the provision of Services (e.g. project truck outfitted with appropriate lighting and signage for travel in the AOA that is left at a Board facility when not in use in providing Services). Project vehicles will be reimbursed at the wet lease rate of $850.00 per month per authorized vehicle and defined in each Delivery Order. This wet lease rate will cover all costs related to the operation of the vehicle, including but not limited to state and local taxes and fees, insurance costs, maintenance, fuel, tolls and repairs. No other itemized or monthly reimbursement will be made on project vehicle costs. The Board in no way guarantees length of use. The Agreement between Consultant and The Board is not subject to any specific lease agreements and or contract terms between Consultant and vehicle providers or vendors. Vehicle Access Tags (VATs) will be furnished by The Board, at no cost, except for deposit or replacement of lost or damaged items with will not be considered a reimbursable cost. Specially vehicle rates and cost reimbursement will be negotiated and defined in each Delivery Order.

viii) Relocation Costs – The Owner may reimburse, under justified circumstances, reasonable relocation costs upon prior approval. Relocation costs will be considered on a case-by-case basis and made only when the Owner determines such expenses are beneficial to the successful completion of the Work.

ix) Training and Seminar Costs – Training and seminar costs for Consultant employees may be reimbursed only if such training or seminar directly benefits the Owner, and the Owner has approved such training in advance.

x) All other – Reimbursed at actual cost, with no additional mark-up, for items used directly in the furtherance of work and approved by the Owner. Extraordinary expenses require prior Owner approval.

c) Non-Allowable Costs
i) Non-Allowable Costs – Non-Allowable costs include, but are not limited to; charges for local commute expenses, entertainment; first-class airfare; bidding and proposal costs; costs related to invoicing, payroll, human resources or other administrative functions; contributions and donation; personal telephone charges; dues and subscriptions; alcoholic beverages; expenses for transportation for personal pursuits; gifts; gratuities; bad debts including losses due to uncollectible customer’s accounts and other claims, related collection costs, and related legal costs, arising from other businesses of the consultant; dividend provisions or payments
Exhibit 3 – Compensation, Invoices, Consultant Key Personnel

and, in the case of sole proprietors and partners, distributions of profit; interest on borrowed capital; bonus payment for early completion of work, costs not properly documented and other charges expressly disallowed under the terms of this Agreement or included in determination of overhead rates.

6) **Subcontractor Costs** – The Board will reimburse Consultant for the costs of Subcontractors as those costs are incurred under or in connection with Subcontracts awarded by Consultant in accordance with the terms and conditions of this Agreement. In no event is Consultant entitled to any mark-up of Subcontractor costs. Subcontractor compensation is subject to the same terms and limitations established for Consultant's compensation in this Exhibit 3.
## Exhibit 3 – Compensation, Invoices, Consultant Key Personnel

**Schedule A**

**Board-Approved Fully Burdened Rates**

When Applicable, the following Fully Burdened Labor Rates will apply to compensation under this Agreement:

<table>
<thead>
<tr>
<th>Labor Category</th>
<th>Fully Burdened Labor Rates (Field Office)</th>
<th>Fully Burdened Labor Rates (Home Office)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PRIME</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Principal</td>
<td>N/A or TBD</td>
<td>N/A or TBD</td>
</tr>
<tr>
<td>Sr. Architect/Sr. Engineer</td>
<td>N/A or TBD</td>
<td>N/A or TBD</td>
</tr>
<tr>
<td>Architect/Engineer</td>
<td>N/A or TBD</td>
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</tr>
<tr>
<td>Intern Architect/Engineer in Training</td>
<td>N/A or TBD</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Planner</td>
<td>N/A or TBD</td>
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<tr>
<td>Sr. Designer</td>
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<tr>
<td>Designer</td>
<td>N/A or TBD</td>
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</tr>
<tr>
<td>Sr. Estimator</td>
<td>N/A or TBD</td>
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<tr>
<td>Estimator</td>
<td>N/A or TBD</td>
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</tr>
<tr>
<td>Scheduler</td>
<td>N/A or TBD</td>
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<tr>
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<td>Contract Administrator</td>
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</tr>
<tr>
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<tr>
<td>CADD Technician</td>
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<tr>
<td>Administrative Support Staff</td>
<td>N/A or TBD</td>
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<tr>
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<tr>
<td>Surveyor in Training</td>
<td>N/A or TBD</td>
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<tr>
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<tr>
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<tr>
<td>BIM Coordinator</td>
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<tr>
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### Exhibit 3 – Compensation, Invoices, Consultant Key Personnel

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<tr>
<td>BIM Coordinator</td>
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</tbody>
</table>
### Schedule B

**Board-Approved Maximum Labor Cost Rates (All Firms)**

When Applicable, the following Maximum Labor Rates will apply to compensation under this Agreement:

<table>
<thead>
<tr>
<th>Category</th>
<th>Maximum Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$95.00</td>
</tr>
<tr>
<td>Senior Architect/Senior Engineer</td>
<td>$70.00</td>
</tr>
<tr>
<td>Architect/Engineer</td>
<td>$60.00</td>
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<tr>
<td>Intern Architect/Engineer in Training</td>
<td>$35.00</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Planner</td>
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<tr>
<td>Senior Designer</td>
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<tr>
<td>BIM Coordinator</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

At Board’s sole discretion, it may approve a Maximum Labor Cost Rate in excess of those contained in this table for specific Consultant Personnel as may be specifically requested in a Delivery Order.
Exhibit 3 – Compensation, Invoices, Consultant Key Personnel

Schedule C
Board-Approved Overhead Rates
The following Overhead Rates will apply to compensation under this Agreement:

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Field Office Overhead Rate</th>
<th>Home Office Overhead Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRIME</td>
<td></td>
<td></td>
</tr>
<tr>
<td>SUB 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Parties will establish in a Delivery Order the specific Consultant Personnel, if any, that will be billed at the Home Office Overhead Rate; otherwise, Consultant Personnel providing Services under a Delivery Order will be deemed to be billed at the Field Office Overhead Rate. These Overhead Rates will be subject to upward and/or downward adjustment annually based upon the then-current audited rates of Consultant and/or its Subconsultants/Subcontractors.
Exhibit 3 – Compensation, Invoices, Consultant Key Personnel

Exhibit 3.1(a) – Compensation Fully Burdened Rates Method, Not to Exceed

1) General Description
   a) Consultant will be compensated for its Services based on fully burdened rates subject to an established Not-To-Exceed amount. Allowability and allocation of costs will be determined in accordance with the terms and conditions of this Agreement. As further described below, compensation will consist of: the Fully Burdened Labor Rates as set forth in Schedule A; Reimbursable Costs specifically included in each applicable Delivery Order; and Subcontractor Costs. Fully Burdened Rates will be multiplied by the number of hours worked to determine the total billable amount for Consultant's Services performed by Consultant's own forces. In addition, Reimbursable Costs and Subcontractor Costs incurred by the Consultant are reimbursable without mark-up of any kind by Consultant, including but not limited to Consultant's administrative costs or profit.
      i) Fully Burdened Rates – Fully Burdened Rates will be as set forth in Schedule A and in accordance with the methods and factors described in Exhibits 3.1(b) and 3.1(c), as applicable.
      ii) Reimbursable Costs – As described in Exhibit 3.
      iii) Subcontractor Costs – As described in Exhibit 3.

2) Invoicing Requirements
   a) Contents
      i) Cost information for each Delivery Order will include the following for each person providing Services:
         (1) Employer
         (2) Name
         (3) Professional License Number (if applicable)
         (4) Description of duties performed during the period
         (5) Fully Burdened Rate (Schedule A)
         (6) Number of Hours Worked
         (7) Chronological Listing of Reimbursable Costs incurred during the period (including documentation as required)
         (8) Correct calculation of above components
Exhibit 3 – Compensation, Invoices, Consultant Key Personnel

Exhibit 3.1(b) – Compensation Cost Plus Fixed Fee Method, Not to Exceed

1) General Description

a) Consultant will be compensated for its Services based on actual costs plus a fixed fee (i.e., profit), subject to an established Not-To-Exceed amount. Allowability and allocation of costs will be determined in accordance with the terms and conditions of this Agreement. As further described below, compensation will consist of: the actual cost of labor (Labor Costs); overhead and burden (including but not limited to payroll related taxes, insurance and fringe benefits) (Overhead) (not to exceed the maximum rates as set forth in Schedules B and C, respectively): Fixed Fee; Reimbursable Costs; and Subcontractor Costs. Labor Costs will be multiplied by the Overhead Rate in Schedule C to arrive at an amount to be reimbursed for Overhead; Labor Costs and Overhead will be added together and the total multiplied by the applicable Fee Rate to determine the amount that will become the Fixed Fee payable and arrive at the total billable amount for Consultant's Services performed by Consultant's own forces (Labor Costs + Overhead + Fixed Fee). In addition, Reimbursable Costs and Subcontractor Costs incurred by the Consultant are reimbursable without mark-up of any kind by Consultant, including but not limited to Consultant's administrative costs or profit.

i) Labor Costs – Labor costs will consist of the actual costs of all allowable and allocable salaries and wages (exclusive of overtime premiums and payroll related taxes, insurance and fringe benefits) paid to Consultant's employees for the time spent in the performance of Services under this Agreement (collectively, "Labor Costs"). Maximum Hourly Labor Rates for Consultant by position classification are set forth in Schedule B to this Exhibit. Upon request, position classifications and maximum wage rates may be adjusted at the Board's discretion, on an annual basis, but any such adjustment in rates shall not increase labor rates by more than 3% each year or the CPI for Dallas Fort Worth area, whichever is lower. Labor costs associated with Consultant's principals for administrative tasks are not billable. Principals may bill for their hours for non-administrative tasks directly applicable to the Services only by request and prior approval of the Board.

1. Actual Payment Required. No Labor Costs billed by Consultant to Board for any Consultant Personnel may ever exceed the amount actually paid by Consultant or its Subconsultants/Contractors to any Consultant Personnel.

2. Independent Contractor Labor. To the extent that Consultant uses independent contractor labor (e.g. provided by a temporary labor service, etc.), Costs for such labor will be treated as a Reimbursable Cost and will not be subject to any mark-up.

ii) Overhead Costs – The Overhead Rate set forth on Schedule C is inclusive of Overhead and Burden. "Overhead" includes the non-payroll indirect costs of the home and branch offices of Consultant which are allowable and allocable to the Services, and "Burden" includes payroll-related costs (e.g., payroll related taxes, insurance, and fringe benefits). The Overhead and Burden rates applicable to Consultant employees who perform Services in relation to this Agreement shall be the Consultant's audited rates approved by the Texas Department of Transportation ("TxDOT"), the United States Department of Transportation ("USDOT") or another governmental authority recognized by the Board. The Consultant must provide evidence of approval of the Overhead and Burden rate by TxDOT, USDOT or another cognizant authority on a yearly basis. However, the combined Overhead and Burden rate shall not exceed a maximum of 115% of labor costs for Field Office Staff and 140% of labor costs for Home Office Staff.

1. Limitation on Overhead and Burden In the event the Consultant does not have approved rates, the combined rates for Overhead and Burden will not exceed 100% for home office work, 50% for field offices, and 100% for field inspectors without an office. Further, the Consultant shall have one year in which to obtain Overhead and Burden rates approved by a recognized agency. Failure to do so is an event of default. Consultant's rates may not exceed the lowest of: (a) the current rate determined by TxDOT; (b) the rate determined at a later date by TxDOT; or (c) the rate determined at a later date by an audit acceptable to the Board. The Board has the right to recapture (via offset or refund) the difference between the amount it has actually paid to Consultant and the amount it should
Exhibit 3 – Compensation, Invoices, Consultant Key Personnel

have paid under the preceding sentence. Notwithstanding the foregoing, the Board and the Consultant may negotiate lower rates.

iii) **Fee: Fixed Fee** – An eight-and-one-half percent (8.5%) fee rate will be used to determine the fixed fee applicable to Services provided with Field Office Staff and a ten percent (10%) fee rate will be used to determine the fixed fee applicable to Services provided with Home Office Staff to be earned in Consultant’s performance of Services under this Agreement. Progress payments with regard to the fixed fee will be based on actual hours worked, during the invoice period. The Fixed Fee may be adjusted as a result of changes in the work to be performed to include, but not limited to, scope modification and actual hours expended in the performance of design and design support services. The fixed fee will be negotiated and separately stated in each applicable Delivery Order.

iv) **Reimbursable Costs** – As described in Exhibit 3.

v) **Subcontractor Costs** – As described in Exhibit 3.

2) **Invoicing Requirements**
   a) **Contents**
      i) Cost information for each Delivery Order will include the following for each person providing Services:
         1. Employer
         2. Name
         3. Professional License Number (if applicable)
         4. Applicable Labor Category
         5. Exempt/Non-Exempt Status
         6. Description of duties performed during the period
         7. Actual Rate of Pay (subject to Maximum Labor Cost Rates in Schedule B)
         8. Number of Hours Worked
         9. Overhead Rate (Rates in Schedule C)
         10. Fixed Fee and Applicable Fee Rate for Progress Payments
         11. Chronological Listing of Reimbursable Costs incurred during the period (including documentation as required)
         12. Correct calculation of above components
Exhibit 3 – Compensation, Invoices, Consultant Key Personnel

Exhibit 3.1(c) – Compensation Cost Plus Percentage Fee Method, Not to Exceed

1) General Description
   a) Consultant will be compensated for its Services based on actual costs plus a percentage fee (i.e., profit), subject to an established Not-To-Exceed amount. Allowability and allocation of costs will be determined in accordance with the terms and conditions of this Agreement. As further described below, compensation will consist of: the actual cost of labor (Labor Costs); overhead and burden (including but not limited to payroll related taxes, insurance and fringe benefits) (Overhead) (not to exceed the maximum rates as set forth in Scheduled B and C, respectively); Fee; Reimbursable Costs; and Subcontractor Costs. Labor Costs will be multiplied by the Overhead Rate in Schedule B to arrive at an amount to be reimbursed for Overhead; Labor Costs and Overhead will be added together, and the total multiplied by the applicable Fee Rate to determine the Fee payable and arrive at the total billable amount for Consultant's Services performed by Consultant's own forces. In addition, Reimbursable Costs and Subcontractor Costs incurred by the Consultant are reimbursable without mark-up of any kind by Consultant, including but not limited to Consultant's administrative costs or profit.

   i) Labor Costs – Labor costs will consist of the actual costs of all allowable and allocable salaries and wages (exclusive of overtime premiums and payroll related taxes, insurance and fringe benefits) paid to Consultant's employees for the time spent in the performance of Services under this Agreement (collectively, "Labor Costs"). Maximum Hourly Labor Rates for Consultant by position classification are set forth in Schedule B to this Exhibit. Upon request, position classifications and maximum wage rates may be adjusted at the Board's discretion, on an annual basis, but any such adjustment in rates shall not increase labor rates by more than 3% each year or the CPI for Dallas Fort Worth area, whichever is lower. Labor costs associated with Consultant's principals for administrative tasks are not billable. Principals may bill for their hours for non-administrative tasks directly applicable to the Services only by request and prior approval of the Board.

      (1) Actual Payment Required. No Labor Costs billed by Consultant to Board for any Consultant Personnel may ever exceed the amount actually paid by Consultant or its Subconsultants/Contractors to any Consultant Personnel.

      (2) Independent Contractor Labor. To the extent that Consultant uses independent contractor labor (e.g. provided by a temporary labor service, etc.), Costs for such labor will be treated as a Reimbursable Cost and will not be subject to any mark-up.

   ii) Overhead Costs – The Overhead Rate set forth on Schedule C is inclusive of Overhead and Burden. "Overhead" includes the non-payroll indirect costs of the home and branch offices of Consultant which are allowable and allocable to the Services, and "Burden" includes payroll-related costs (e.g., payroll related taxes, insurance, and fringe benefits). The Overhead and Burden rates applicable to Consultant employees who perform Services in relation to this Agreement shall be the Consultant's audited rates approved by the Texas Department of Transportation ("TxDOT"), the United States Department of Transportation ("USDOT") or another governmental authority recognized by the Board. The Consultant must provide evidence of approval of the Overhead and Burden rate by TxDOT, USDOT or another cognizant authority on a yearly basis. However, the combined Overhead and Burden rate shall not exceed a maximum of 115% of labor costs for Field Office Staff and 140% of labor costs for Home Office Staff.

      (1) Limitation on Overhead and Burden In the event the Consultant does not have approved rates, the combined rates for Overhead and Burden will not exceed 100% for home office work, 50% for field offices, and 100% for field inspectors without an office. Further, the Consultant shall have one year in which to obtain Overhead and Burden rates approved by a recognized agency. Failure to do so is an event of default. Consultant's rates may not exceed the lowest of: (a) the current rate determined by TxDOT; (b) the rate determined at a later date by TxDOT; or (c) the rate determined at a later date by an audit acceptable to the Board. The Board has the right to recapture (via offset or refund) the difference between the amount it has actually paid to Consultant and the amount it should have paid under the preceding sentence. Notwithstanding the foregoing, the Board and the Consultant may negotiate lower rates.
iii) **Fee: Percentage Fee** – An eight- and one-half percent (8.5%) fee rate will be applicable to Services provided with Field Office Staff and a ten percent (10%) fee rate will be applicable to Services provided with Home Office Staff to be earned in Consultant's performance of Services under this Agreement. Fee will be applied to Labor Costs and Burden.

iv) **Reimbursable Costs** – As described in Exhibit 3.

v) **Subcontractor Costs** – As described in Exhibit 3.

2) **Invoice Requirements**

   a) **Contents**

   i) Cost information for each Delivery Order will include the following for each person providing Services:

   1. Employer
   2. Name
   3. Professional License Number (if applicable)
   4. Applicable Labor Category
   5. Exempt/Non-Exempt Status
   6. Description of duties performed during the period
   7. Actual Rate of Pay (subject to Maximum Labor Cost Rates in Schedule B)
   8. Number of Hours Worked
   9. Overhead Rate (Rates in Schedule C)
   10. Applicable Fee Rate
   11. Chronological Listing of Reimbursable Costs incurred during the period (including documentation as required)
   12. Correct calculation of above components
Exhibit 3 – Compensation, Invoices, Consultant Key Personnel

Exhibit 3.1(d) – Compensation Lump Sum Method

1) **General Description, Lump Sum Method** – Method under which a Delivery Order (or portion of the Services provided under a Delivery Order) is paid for according to a fixed price agreed to between Board and Consultant.

2) **Additional Rules** – The following additional rules will apply to the Lump Sum Method of compensation:
   a) In instances where a Request for DO Proposal indicates that Board desires Consultant to submit its DO Proposal using the Lump Sum Method for the applicable Services, Consultant should calculate its lump sum amount using one of the methods described in Exhibit 3.1(a), 3.1(b) or 3.1(c), as applicable, and as mutually agreed, including or excluding Reimbursable Costs, as mutually agreed and subject to federal reimbursement guidelines, when applicable.
   b) When Reimbursable Costs are required, those costs may be included in the Lump Sum amount or handled in a separate pass-through Cost category that is capped at a not to exceed amount, as mutually agreed and stated on the Delivery Order and subject to federal reimbursement guidelines, when applicable.
   c) Services compensated under the Lump Sum Method will be subject to an agreed upon clearly stated time frame during which they will be rendered.
   d) If the scope of Services under a Delivery Order using the Lump Sum Method changes, the Parties may renegotiate the lump sum compensation amount and/or schedule applicable to such Services.

3) **Invoices** – Provisions concerning the submission of Lump Sum Method Invoices, including appropriate provisions concerning progress payments, will be set forth in each applicable Delivery Order using it as a method of compensation.
**Exhibit 3 – Compensation, Invoices, Consultant Key Personnel**

**Exhibit 3.2 – Consultant Key Personnel**

The following personnel will be considered “Consultant Key Personnel”. Consultant agrees to provide these individuals to the Board for a period of six (6) months from the Effective Date. For a period of six (6) months following the Effective Date of this Agreement, these individuals must be committed and available to perform Services as may be assigned by Delivery Order. If within the initial six (6) month period, any of these individuals is utilized by Board less than full-time, Consultant may, without penalty, remove the individual as a Consultant Key Personnel under this Agreement and provide a replacement with comparable qualifications that is acceptable to the Board.

<table>
<thead>
<tr>
<th>Individual (Name)</th>
<th>Position/Labor Category</th>
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By mutual agreement additional Key Personnel may be authorized by Delivery Order(s) issued under this Agreement.
Exhibit 4
Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

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. This Exhibit applies to all Delivery Orders issued under this Agreement.

2 Contractor Obligations: Contractor:
   a. (including all subcontractors) must insert these FAA Provisions in each lower tier contract (e.g. subcontract or sub-agreement);
   b. (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
   c. Is responsible for compliance with these FAA Provisions by any subcontractor, lower-tier subcontractor, or service provider.

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

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

4.1 NON-DISCRIMINATION

4.1.1 General Civil Rights Provisions (Required by the FAA)
   Contractor or Consultant (hereinafter referred to as “the contractor”) agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.
   This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.
   This provision also obligates the contractor or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.
   In these cases, the provision obligates the party or any transferee for the longer of the following periods:
   (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
   (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

4.1.2 Title VI Civil Rights Provisions (Required by the FAA)
   During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

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

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

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

4.1.2.4 Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

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

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.

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

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

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

4.1.2.7.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);

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

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

4.1.2.7.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
Exhibit 4
Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors

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

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

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

4.1.2.7.9 The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

4.1.2.7.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

4.1.2.7.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

4.1.2.7.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

4.2 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. 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.

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

4.3.1 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.

4.3.2 Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The 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.
Exhibit A

Insurance Requirements – Professional Services
MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)
SPECIAL CONTRACT PROVISIONS

Notification is hereby given that an M/WBE Contract Specific Goal has been established for this Contract. The Contractor/vendor has committed to Twenty percent (20%) M/WBE 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 Minority/Women Business Enterprises (“M/WBE”) that can successfully compete for Airport 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 Minority/Women Business Enterprise Program Policy 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 M/WBE Program 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 M/WBE Program Policy and Administrative Procedures. BDDD has the mission to proactively facilitate and maximize business and capacity building opportunities for M/WBEs 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 M/WBE Program Policy and Administrative Procedures and any amendments thereto. M/WBE and Non-M/WBE subcontractors also agree to comply with all applicable provisions of the Airport Board’s M/WBE Program Policy and Administrative Procedures (“Policies”). BDDD and or the Airport Board may make changes to the existing policy, procedures and contract provisions.
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 M/WBEs;
   b. Specific efforts to identify and award such Contracts to M/WBEs, such as when requested copies of executed Contracts with M/WBEs to establish actual M/WBE 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 submitting a bid/proposal 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/proposal. 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 M/WBE contractual commitments.

3. The Contractor agrees to submit monthly reports of payments and subcontract and/or supplier awards to M/WBEs and Non-M/WBEs 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 M/WBE participation and compliance with the Policies. All Contractors may be subject to interim and post-contract M/WBE 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 M/WBE Program Policy and Administrative Procedures 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 M/WBE Program Policy and
Administrative Procedures, 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 provide the necessary information, documentation or forms outlined in the M/WBE Program Policy and Administrative Procedures, 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 and is not appealable.

b. If BDDD establishes a Contract Specific Goal, the goal will be stated in the Advertisement and Invitation to Bid. In order to comply with the bid/proposal requirements of the solicitation and the M/WBE Program Policy and Administrative Procedures, a Contractor must either meet the 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 M/WBE 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 goal. This good faith effort documentation must be submitted with the Contractor’s bid or proposal.

c. For construction 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 M/WBEs 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. BDDD 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 M/WBE 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).

i. Conducting market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified M/WBEs that have the capability to perform the work of the contract. This may include attendance at any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities (acceptable documentation shall include copies of the meeting sign-in sheets with contractor name noted as signed-in) and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all M/WBEs listed in the State and/or Local respective directories of firms that specialize in the areas of work desired (as noted in the M/WBE 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 M/WBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the M/WBEs 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 M/WBEs in order to increase the likelihood that the M/WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate M/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates M/WBE participation.

iii. Providing interested M/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

iv. Negotiating in good faith with interested M/WBEs. It is the bidder’s responsibility to make a portion of the work available to M/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and suppliers, so as to facilitate M/WBE participation. Evidence of such negotiation includes the
names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for M/WBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including M/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract M/WBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from M/WBEs if the price difference is excessive or unreasonable.

v. Not rejecting M/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the M/WBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement M/WBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original M/WBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement M/WBE, and it is not a sound basis for rejecting a prospective replacement M/WBE's reasonable quote.

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

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

viii. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of M/WBEs.
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 M/WBE and non-M/WBE subcontractor quote submitted to the bidder when a non-M/WBE subcontractor was selected over an M/WBE for work on the contract to review whether M/WBE prices were substantially higher; and contact the M/WBEs listed on a contractor’s solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to M/WBEs 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 quality of those efforts. Efforts that are merely pro-forma are not good faith efforts to meet the goal, even if they are sincerely motivated. The scope and intensity of the efforts will be considered in determining whether the bidder or proposer has achieved a good faith effort. Whether other Contractors attained a sufficient level of M/WBE participation to meet the Contract Specific Goal will also be taken into consideration when determining whether the Contractor in question has made a good faith effort. A promise to use M/WBEs after Contract award is not considered to be responsive to the Contract solicitation or to constitute good faith efforts. BDDD will also consider if, given all relevant circumstances, the Contractor’s efforts could reasonably be expected to produce a level of M/WBE 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 Contract Specific 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. If a Contractor fails to submit good faith efforts documentation with the bid or proposal, it waives the right to appeal the the BDDD’s decision that sufficient good faith efforts were not made. The Vice President of BDDD or designee shall determine whether the Contractor made the required good faith efforts 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  
DFW Airport, 2400 Aviation Drive  
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.

j. Failure of the bidder or proposer to show good faith efforts as to any one (1) of the criteria listed above shall render its overall good faith effort insufficient and its bid or proposal deemed non-responsive.

2. M/WBE 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 M/WBE 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 M/WBE commitment, due to changes to the scope of work made by the Airport Board, the Contractor and User Department must immediately notify BDDD of the scope of work changes that impact M/WBEs for approval. The Contractor has a continuing obligation to meet its original M/WBE commitment.

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

   i. Solicitation of M/WBEs that are certified in the applicable area of work or specialty;

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

   iii. Fairly investigating and evaluating the interested M/WBEs’ regarding their capabilities, not rejecting M/WBEs 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 M/WBE because the M/WBE was not qualified;

   iv. Negotiating in good faith with interested M/WBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested M/WBEs and providing written documentation why the Contractor and any of the M/WBEs 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 M/WBEs.

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 M/WBE 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 M/WBE Program Policy and Administrative Procedures. BDDD’s determination shall be final.

D. COUNTING M/WBE PARTICIPATION

1. BDDD will evaluate each bid or proposal to determine the responsiveness of the bid or proposal to the M/WBE Program Policy and Administrative Procedures and contractual requirements. In determining if a Contractor’s committed levels of participation meet or exceed the solicitation’s or the development agreement’s Contract Specific Goal, BDDD may 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 M/WBE will perform with its own workforce will be counted towards the Contract Specific Goal. In addition, the M/WBEs ownership interest percentage must be commensurate with its capital contribution, control, management, profits and risks.

3. When counting the M/WBE 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 M/WBE 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 M/WBE goal.

4. When calculating participation levels, percentages and dollar amounts for each M/WBE, 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 M/WBE subcontractor to enter into an exclusive arrangement for purposes of submitting its bid or proposal or require the M/WBE subcontractor to enter into a non-compete arrangement post award.

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

7. The Contractor may not count towards its M/WBE contractual commitment the dollar value of work performed by an M/WBE after it has ceased to be certified as an M/WBE.
M/WBE or ceased to satisfy the requirement that the M/WBE have a physical place of business in the relevant market area.

8. M/WBE 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. M/WBE prime Contractors cannot count their self-performance in lieu of meeting an M/WBE subcontracting commitment made at the time of contract award.

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

11. All M/WBE 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 M/WBE act as a conduit, nor shall the participation of an M/WBE count toward the goal to the extent it fails to perform a commercially useful function.

12. When a Contractor utilizes an M/WBE staffing service to perform work and the workers are independent contractors, subcontractors, or employees of the staffing firm who do not receive paid benefits (including, at a minimum, healthcare coverage and paid time off), the Contractor shall count only the amount of fees or commissions charged by the staffing service for providing labor force, consistent with normal industry practices.

13. A Contractor cannot count toward the Contract Specific Goal amounts paid to an affiliate, as defined in the M/WBE Program Policy and Administrative Procedures.

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 M/WBE’s own work forces. The Contractor may count the cost of supplies and materials obtained by the M/WBE for the work of the Contract, including supplies purchased or equipment leased by the M/WBE (except supplies and equipment the M/WBE subcontractor purchases or leases from the prime Contractor or its affiliate).

15. When an M/WBE 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 M/WBE goal only if the M/WBE’s subcontractor is itself an M/WBE. Work that an M/WBE subcontracts to a non-M/WBE does not count toward M/WBE goal.

16. The Contractor will count towards the M/WBE goal expenditures to an M/WBE subcontractor, only if the M/WBE subcontractor is performing a commercially useful function on the Contract.

   a. AN M/WBE 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 M/WBE 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 an M/WBE 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 M/WBE credit claimed for its performance of the work, and other relevant factors.

b. An M/WBE 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 M/WBE participation. In determining whether an M/WBE is such an extra participant, the Contractor must examine, among other relevant factors, similar transaction, particularly those in which M/WBEs do not participate.

c. If an M/WBE 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 M/WBE subcontracts a greater portion of the work of a Contract than 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 an M/WBE is presumed not to be performing a commercially useful function as provided in this section, the M/WBE may present evidence to rebut this presumption. BDDD may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices. BDDD in its sole discretion shall determine whether an M/WBE is performing a commercially useful function.

17. BDDD shall use the following factors in determining whether an M/WBE trucking company is performing a commercially useful function:

a. The M/WBE 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 M/WBE goal.

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

c. The M/WBE 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 M/WBE may lease trucks from another M/WBE, including an owner-operator who is certified as an M/WBE. The M/WBE who leases trucks from another M/WBE shall receive credit for the total value of the transportation services the lessee M/WBE provides on the Contract.

e. The M/WBE may lease trucks from a non-M/WBE firm, including from an owner-operator. The M/WBE that leases trucks equipped with drivers from a non-M/WBE is entitled to credit for the total value of transportation services provided by non-M/WBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by M/WBE-owned trucks or leased trucks with M/WBE employee drivers. Additional participation by non-M/WBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from BDDD.
i. For example: M/WBE Firm X uses two of its own trucks on a contract. It leases two trucks from M/WBE Firm Y and six trucks equipped with drivers from non-M/WBE Firm Z. M/WBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, any may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. M/WBE credit could be awarded only for the fees or commissions pertaining to the remaining trucks Firm X receives as a result of the lease with Firm Z.

f. The M/WBE may lease trucks without drivers from a non-M/WBE truck leasing company. If the M/WBE leases trucks from a non-M/WBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

i. For example: M/WBE Firm X uses two of its own trucks on a contract. It leases two additional trucks from non-M/WBE Firm Z. Firm X uses its own employees to drive the trucks leased from Firm Z. M/WBE credit would be awarded for the total value of the transportation services provided by all four trucks.

g. For purposes of this paragraph, a lease must indicate that the M/WBE 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 M/WBE, so long as the lease gives the M/WBE absolute priority for use of the leased truck. Lease trucks must display the name and identification number of the M/WBE.

18. Suppliers: A supplier may be a regular dealer, manufacturer, manufacturer’s representative or broker. The Contractor shall count expenditures to M/WBEs for materials or supplies towards the M/WBE 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 M/WBE supplier on such contract shall be counted toward the M/WBE goal. If the materials or supplies are purchased from an M/WBE regular dealer, BDDD will count 100% of the cost of the materials or supplies toward the M/WBE 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 M/WBE supplier on such contract shall be counted toward the M/WBE goal.

i. If the materials or supplies are obtained from an M/WBE manufacturer, BDDD will count 100 percent of the cost of the materials or supplies toward the M/WBE goal.

ii. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
iii. If the materials or supplies are purchased from an M/WBE regular dealer, BDDD will count 60% of the cost of the materials or supplies toward M/WBE goals.

iv. For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought and kept in stock in the usual course of business.

A. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

B. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers’ own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

v. Packagers, brokers, manufacturers’ representatives, or other persons who arrange or expenditure transactions are not regular dealers.

vi. With respect to materials or supplies purchased from an M/WBE which is neither a manufacturer nor a regular dealer, BDDD will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward M/WBE goals, provided it has been determined the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. BDDD will not count any portion of the cost of the materials and supplies themselves toward M/WBE goals, however.

vii. BDDD will determine the amount of credit awarded to a firm for the provisions of materials and supplies (e.g., whether a firm is acting as a regular dealer or a transaction expediter) on a contract-by-contract basis.

19. If an M/WBE 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 M/WBE goal until the firm is certified. Counting of participation is not retroactive; only dollars paid to the M/WBE after certification count toward the M/WBE goal. Additionally, the Contractor shall not count the dollar value of work performed under a Contract with a firm after it has ceased to be M/WBE certified.
20. BDDD reserves the right to reject the participation of a certified firm for credit towards meeting the Contract Specific Goal, in its sole discretion.

21. The Contractor shall not count the participation of an M/WBE subcontractor toward the goal until the amount has been actually paid to the M/WBE.

22. The following expenditures to M/WBEs may also count toward the M/WBE 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 BDDD 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 maximize prime contracting opportunities for M/WBEs on all eligible Contracts, including commercial development agreements.

   a. If a Contractor engages in a joint venture to satisfy its M/WBE 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 M/WBE participation resulting from the joint venture that may be credited towards the Contract Specific Goal.

c. BDDD will count M/WBE participation where the M/WBE or joint venture partner performs a portion of work on the Contract and the percentage of ownership or equity of the M/WBE 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 M/WBE joint venture partner performs with its own forces toward the M/WBE 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.

E. CERTIFICATION

1. In order to count the participation of M/WBEs towards the Contract Specific Goal or Annual Goal, the M/WBE must be certified by the North Central Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council or the Women’s Business Council Southwest. Other certifications are not acceptable. In addition to having a valid certification from one of the entities listed above, the M/WBE must have a place of business in the Airport Board’s relevant market area at the time the bid or proposal is submitted for credit towards meeting the M/WBE goal. The Airport Board’s relevant market area is Dallas, Tarrant, Collin and Denton counties.

2. The M/WBE must provide any requested documentation to establish its place of business to the satisfaction of BDDD. Using a post office box, private mailbox services, another person’s or firm’s office space (including Airport Board office space), virtual offices, shared or coworking office spaces, executive suites or staffing services does not satisfy the requirement that the M/WBE have a physical place of business in the relevant market area. Please reference the Definitions in the Appendix of the M/WBE Program Policy and Administrative Procedures.

3. An M/WBE owner or employee living in the relevant market area does not satisfy the requirement that the M/WBE having a place of business in the relevant market area. However, an M/WBE majority owner who operates his/her own business solely from his/her own residence in the four-county relevant market area satisfies the requirement that the M/WBE have a physical place of business in the relevant market area. Please reference the Definitions in the Appendix of the M/WBE Program Policy and Administrative Procedures.

4. Affiliate/Affiliation: Regardless of certification by a recognized agency, the M/WBE must be an independent business and not an affiliate of any other business including non-M/WBEs. Affiliate means any business entity that is affiliated with an
M/WBE or with owners of such M/WBE or any other business enterprise. Business enterprises are affiliates of each other when:

a. Affiliation exists when one business controls or has the power to control another or when a third party (or parties) controls or has the power to control both businesses. Control may arise through ownership, management, or other relationships or interactions between the parties. Control may be affirmative or negative. Negative control includes instances where a minority shareholder has the ability, under the concern’s charter, by-laws, or shareholder’s agreement, to prevent a quorum or otherwise block action by the board of directors or shareholders.

b. Other relationships or identity of interests between or among parties exist such that affiliation may be found.

c. **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.

d. 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. BDDD in its sole discretion shall determine whether an applicant is an independent business.

6. The Contractor must submit to BDDD a properly completed M/WBE Certification Certificate or letter, with all required attachments, for all M/WBEs 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. BDDD’s decision on the request shall be final.

7. A firm must be certified as an M/WBE at the time of bid or proposal submission to be counted towards meeting the Contract Specific Goal for purposes of determining Contract award.

8. Dollars paid to a firm prior to it obtaining an approved certification do not retroactively apply toward meeting the Contract Specific Goal or Annual Goal.

9. M/WBE certification does not constitute a representation or warranty as to the qualifications or capabilities of any certified firm.

10. BDDD maintains a directory 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 the
directory to assist them in locating M/WBE firms for the work required on the Contract; however, the certifications should be verified through the approved certification agency. The directory is located at:

- https://dfw.diversitysoftware.com

F. PRE-AWARD COMPLIANCE PROCEDURES

1. M/WBE Utilization Forms and Related Documentation
   a. Each Contractor must submit for all solicitations, bids or proposals, qualifications completed and signed M/WBE utilization forms as outlined below to be considered responsive. If the Contract Specific Goal is 0% and no M/WBE participation is proposed, including no M/WBE self-performance, the required forms should be noted as “Not Applicable”. Note that Requests for Proposals and/or Qualifications include Business Diversity Evaluation Criteria which must be responded to in the proposal even if the Contract Specific Goal is 0%.

2. Request for Bids (RFB) – Goods and Services
   a. **Commitment to M/WBE Participation** must be submitted at the time of bid submission.
   b. **Final Schedule of Subcontractors** must be submitted at the time of bid submission.
   c. **Certification Certificates** must be submitted at the time of bid submissions for each certified subcontractor listed on the Final Schedule of Subcontractors.
   d. **Intent to Perform as a Subcontractor** must be submitted at the time of bid submission for each certified subcontractor identified on the Final Schedule of Subcontractors.
   e. **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
   a. **Commitment to M/WBE Participation** must be submitted at the time of bid submission.
   b. **Preliminary Schedule of Subcontractors** must be submitted at the time of bid submission.
   c. **Certification Certificates** must be submitted at the time of bid submissions for each certified subcontractor listed on the Preliminary Schedule of Subcontractors.
   d. **Intent to Perform as a Subcontractor** must be submitted at the time of bid submission for each certified subcontractor identified on the Preliminary Schedule of Subcontractors. Changes from the Preliminary Schedule of Subcontractors...
Schedule of Subcontractors to the Final Schedule of Subcontractors may result in the submission of new Intent to Perform as a Subcontractor forms.

e. **Final Schedule of Subcontractors** shall be submitted within three (3) business days from the date of the bid opening or with the bid verification.

f. **Good Faith Effort Documentation** must be submitted at the time of bid submission if the Contractor fails to meet the Contract Specific Goal.

4. Request for Qualifications (RFQ) – Architectural/Engineering Services, Design & Design Management Services

a. **Commitment to M/WBE Participation** must be submitted at the time of proposal submission.

b. **Preliminary Schedule of Subcontractors** must be submitted at the time of proposal submission. Contractor need list only the anticipated percentage of participation of M/WBEs rather than specific dollar amounts. “To be determined” in lieu of a percentage is not acceptable.

c. **Certification Certificates** must be submitted at the time of proposal submission for each certified subcontractor listed on the Preliminary Schedule of Subcontractors.

d. **Intent to Perform as a Subcontractor** must be submitted at the time of proposal submission for each certified subcontractor identified on the Preliminary Schedule of Subcontractors. Changes from the Preliminary Schedule of Subcontractors to the Final Schedule of Subcontractors may result in the submission of new Intent to Perform as a Subcontractor forms.

e. **Final Schedule of Subcontractors** must be submitted with the best and final offer and prior to processing an Official Board Action.

f. **Good Faith Effort Documentation** must be submitted at the time of proposal submission if the Contractor fails to meet the Contract Specific Goal.

5. Request for Proposal (RFP) – Goods and Services including Best Value

a. **Commitment to M/WBE Participation** must be submitted at the time of proposal submission.

b. **Preliminary Schedule of Subcontractors** must be submitted at the time of proposal submission. Contractor need list only the anticipated percentage of participation of M/WBEs rather than specific dollar amounts. “To be determined” in lieu of a percentage is not acceptable.

c. **Certification Certificates** must be submitted at the time of proposal submission for each certified subcontractor listed on the Preliminary Schedule of Subcontractors.

d. **Intent to Perform as a Subcontractor** must be submitted at the time of proposal submission for each certified subcontractor identified on the Preliminary Schedule of Subcontractors. Changes from the Preliminary Schedule of Subcontractors to the Final Schedule of Subcontractors may result in the submission of new Intent to Perform as a Subcontractor forms.
e. **Final Schedule of Subcontractors** must be submitted with the best and final offer and prior to processing an Official Board Action.

f. **Good Faith Effort Documentation** must be submitted at the time of proposal submission if the Contractor fails to meet the Contract Specific Goal.

6. Request for Proposal (RFP) for Construction-related Services procured through Indefinite Delivery: task/delivery order, Job Order Contracts, Construction Manager-at-Risk Services, Program Management/Construction Management services:

   a. **Commitment to M/WBE Participation** must be submitted at the time of proposal submission.

   b. **Certification Certificate for Prime** must be submitted at the time of proposal submission if a certified Prime is claiming credit for self-performance.

   c. **Compliance Plan**: a draft Compliance Plan using the Airport’s template must be submitted at the time of proposal submission. The final Compliance Plan shall be required after the conclusion of the solicitation process as a component of contract negotiations and award.

   d. **Good Faith Effort Documentation**, must be submitted at the time of proposal submission if the Contractor fails to meet the Contract Specific Goal.

   e. **Final Schedule of Subcontractors** must be submitted with each price proposal when a delivery order price proposal is requested from the Contracting Department.

   f. **Certification Certificates for Subcontractors** must be submitted with the final agreed-upon price proposal for each delivery order for each certified subcontractor listed on the Final Schedule of Subcontractors.

   g. **Intent to Perform as a Subcontractor** must be submitted at the time of proposal submission for each certified subcontractor identified on the Preliminary Schedule of Subcontractors. Changes from the Preliminary Schedule of Subcontractors to the Final Schedule of Subcontractors may result in the submission of new Intent to Perform as a Subcontractor forms.

7. Design Build

   a. **Commitment to M/WBE Participation (Construction)** must be submitted at the time of proposal submission.

   b. **Commitment to M/WBE Participation (Design)** must be submitted at the time of proposal submission.

   c. **Preliminary Schedule of Subcontractors (Design)** must be submitted at the time of proposal submission.
d. **Certification Certificates (Design)** must be submitted at the time of proposal submission for each certified subcontractor listed on the Preliminary Schedule of Subcontractors.

e. **Final Schedule of Subcontractors (Design)** must be submitted with the best and final offer.

f. **Intent to Perform as a Subcontractor (Design)** must be submitted at the time of proposal submission for each certified subcontractor identified on the Preliminary Schedule of Subcontractors. Changes from the Preliminary Schedule of Subcontractors to the Final Schedule of Subcontractors may result in the submission of new Intent to Perform as a Subcontractor forms.

g. **Compliance Plan (Construction)** a draft Compliance Plan must be submitted at the time of proposal submission. The final Compliance Plan shall be submitted after the conclusion of the solicitation process as a component of contract negotiations and award.

h. **Final Schedule of Subcontractors (Construction)** must be submitted with each price proposal when a delivery order price proposal is requested from the Contracting Department.

i. **Certification Certificates (Construction)** must be submitted with the Final Schedule of Subcontractors for each certified subcontractor.

j. **Intent to Perform as a Subcontractor (Construction)** must be submitted with the final agreed-upon price proposal for each delivery order for each certified subcontractor.

k. **Good Faith Effort Documentation** If the Contractor fails to meet the M/WBE goal, the documentation must be submitted at the time of proposal submission.

8. Third Party Commercial Development or Concession Tenant Finish Out

a. **Commitment to M/WBE Participation (Design)** must be submitted prior to processing an Official Board Action.

b. **Commitment to M/WBE Participation (Construction)** must be submitted prior to processing an Official Board Action.

c. **Preliminary Schedule of Subcontractors (Design)** must be submitted at the Airport’s Initial Project Kick-Off Meeting.

d. **Final Schedule of Subcontractors (Design)** must be submitted at the Airport’s Pre-Construction Meeting.

e. **Preliminary Schedule of Subcontractors (Construction)** must be submitted at the Airport’s Pre-Construction Meeting.

f. **Final Schedule of Subcontractors (Construction)** must be submitted at the Airport’s 50% construction-completion review meeting.
9. Any commitments to meet the Contract Specific Goal must be detailed on the **Commitment to Minority/Women Business Enterprise (M/WBE) 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 M/WBE participation level to which it committed to overall at the time of Contract award throughout the performance of the Contract. For contracts where the scope of work is defined and M/WBE subcontractors have been selected to perform a portion of the work, the Contractor also commits to maintain and/or exceed the percentage commitment to each individual M/WBE subcontractor.

10. 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-M/WBEs, and detail the preliminary/final percentage and dollar commitment of the Contractor to M/WBE participation. Only certified M/WBEs 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 M/WBEs must be properly certified under the guidelines of the CERTIFICATION section. Modifications, substitutions or termination of the M/WBEs identified must follow the guidelines of the M/WBE SUBSTITUTIONS OR TERMINATIONS section.

11. Submission of the **Intent to Perform as a Subcontractor** form for each M/WBE shall constitute a representation by the Contractor to the Airport Board that it believes such M/WBE to be certified as an M/WBE to perform the work as designated, the M/WBE has a place of business in the Airport Board’s relevant market area and the M/WBE 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 M/WBE for the work described at the approximate price and percentage set forth in the **Intent to Perform as a Subcontractor** form.

12. The Contractor shall enter into formal agreements with the M/WBE 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. BDDD reserves the right to review selected agreements at random.

13. If the M/WBE 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 M/WBE participation after bid submission, but prior to Contract award, may change, or be deemed to change, the Contractor’s submitted bid amount.

14. Post award, any substitution or termination of M/WBEs that occur after Contract award, must be processed using the Airport Board’s Diversity Management
15. Contractors must appoint and designate to BDDD a high-level official to administer and coordinate its contractual M/WBE commitments.

16. Alternative **Compliance Plan**

   a. Contracts secured through a competitive selection process rather than a competitive bid process, the Vice President of BDDD may require proposers to address the project goal by means of a compliance plan. Such a plan allows a contract to address the project goal by means of commitments to utilize M/WBEs for Project work or by the demonstration of a good faith effort at the point where the project is sufficiently defined and the process of procuring the subcontractors to perform the work is about to begin.

   b. The development, scope and utilization of such compliance plans will be governed by the following considerations and requirements.

   c. **Basis for Determination**

      i. Unless otherwise authorized in writing by the Vice President of BDDD, a department may only require proposers to address a project goal by means of a compliance plan under the following conditions:

         A. The project solicitation must include the procurement of construction services.

         B. At the time of solicitation, the project design must not be complete or at a level of completeness allowing for final competitive pricing proposal; and

         C. The project solicitation must not require a lump sum price proposal or the construction of the project upon which a contract award will be made.

17. **Development of Compliance Plan**

   a. Upon a determination that a compliance plan will be required for a project, the compliance plan shall be developed in accordance with the following requirements:

      i. The Vice President of BDDD will require separate goals for project professional services and project construction services.

      ii. The construction goal established for each project shall be expressed as a percentage of either:

         A. The total amount of any lump sum construction contract awarded to complete a project

         B. Total estimated “cost of work,” as that term is defined in any guaranteed maximum price contract awarded to complete a project, or
C. On a task/work order

b. The contracting department shall provide a good faith estimate of the construction cost upon which a goal shall be set, and the compliance plan proposer shall provide a refined estimate at the time of the submission of a proposed compliance plan, if the amount is not reflected in an executed contract.

c. BDDD shall establish a timetable for submittal and review of any proposed compliance plan. During the solicitation process as solicitation submittal requirement; and after the conclusion of the solicitation process as a component of contract negotiations and award.

d. Failure to comply with any submittal timetable established by BDDD may result in no further consideration of the proposed compliance plan.

18. Elements of a Compliance Plan. At a minimum, a proposed compliance plan shall address the following elements:

a. To the maximum extent applicable, the proposed compliance plan shall comply with the requirements of the M/WBE Program Policy and Administrative Procedures.

b. The proposed compliance plan shall set forth a detailed program for community outreach and support calculated to enhance participation opportunities.

c. The proposed compliance plan shall set forth a detailed program describing how the proposer will divide up the anticipated work into economically feasible units calculated to enhance participation opportunities.

d. The proposed compliance plan shall set forth a detailed methodology by which the Contractor shall meet the project goal.

e. The proposed compliance plan may be based upon a phased or packaged buy out of the project construction work and, if that is the case, will describe the process by which the proposer will address the project goal on a phased, package, or cumulative basis.

f. If appropriate, the proposed compliance plan shall address the subcontracting of normally self-performed work to meet the project goal.

g. The proposed compliance plan shall set forth how the proposer will comply with the requirements of the M/WBE Program Policy and Administrative Procedures, and Contract Provisions as part of the construction work, including use of Commitment forms, Intent to Perform, Schedule of Subcontractors forms or proposal pricing worksheet to adequately document committed participation attained.

h. The proposed compliance plan shall contain a specific acknowledgement of the proposer’s continuing duty, pursuant to the M/WBE Program Policy and Administrative Procedures, and Contract Provisions to maintain, throughout the duration of any project contract, compliance with the level of participation committed to under any approved compliance plan, and
such commitment will be the basis for award of any contract. The plan will also detail the methodology the proposer will employ for maintain participation commitments.

i. The proposed compliance plan shall set forth a detailed methodology for tabulation of participation performance and plan administration, as well as monitoring and reporting progress and participation performance to BDDD. The plan shall provide for review and reconciliation milestones during the project and for review and audit opportunities for BDDD.

j. The proposed compliance plan will recommend methods for supporting BDDD administration and oversight of the plan, if approved.

k. The proposed compliance plan will affirm 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. Additionally, the plan will acknowledge BDDD’s right to impose withholding of payment in the event of noncompliance.

l. The proposed compliance plan shall set forth a detailed methodology for issuance of notice(s) of non-compliance with the plan and a reasonable opportunity to cure.

m. The proposed compliance plan shall set forth a detailed methodology for final reconciliation of participation performance, measured against the established goal and plan close out.

19. Approval of Compliance Plan

a. Upon receipt of a proposed compliance plan, BDDD shall review and either approve or initially reject, with comments, the proposed plan. In the event of a rejection of the proposed plan, the BDDD shall set a date for submission and if warranted, schedule a meeting to discuss any deficiencies that must be addressed in the re-submittal.

b. In the event the Vice President of BDDD formally rejects a proposed compliance plan, the Vice President of BDDD shall notify the agency head in writing of its determination and such determination shall result in no further consideration of the contractor’s proposal or in termination of the contract for cause, in the event a contract has been awarded. In no event shall a contract to construct a project be executed or continue without a compliance plan approved by the Vice President of BDDD.

c. Upon approval, the compliance plan shall be incorporated and made a part of the contract with the plan proposer.

20. Compliance and Enforcement

a. The Contractor shall be subject to the COMPLIANCE AND ENFORCEMENT section of the M/WBE Program Policy and Administrative Procedures and Contract Provisions. If upon approval, the Contractor acknowledges and accepts that any failure to comply with any material term or condition of an approved compliance plan or applicable provision of the M/WBE Program Policy and Administrative Procedures, and Contract Provisions, including failure to satisfactorily address the
project goal, maintain participation commitments or otherwise comply with any applicable requirements.

G. PAYMENT

1. Monitoring Contractual Commitments and Payments to M/WBEs

   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 owner’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 retainage provisions 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. BDDD 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.

j. To ensure that the Contractor meets its M/WBE contractual commitment, BDDD will review the Contractor’s M/WBE utilization throughout the term of the Contract, including any term extensions from the original Contract period. The M/WBE commitment is determined by the total M/WBE utilization in relation to the total dollar value of contract as paid to the Prime Contractor. If a Contract includes an M/WBE contractual commitment, the Contractor must report all M/WBE 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 M/WBE as well as non-M/WBE 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. The Prime Contractor can be determined to be non-compliant, if utilization commitments to individual M/WBE subcontractors are not achieved, even if the total M/WBE contractual commitment is being met by disproportionate M/WBE
subcontractor utilization not originally listed by the Prime Contractor’s Final Schedule of Subcontractors and Intent to Perform forms without a sufficient modified Good Faith Effort justification.

i. As of 2012, Contractors with new Contracts are required to report all payments online utilizing the Airport Board’s Diversity Management System (B2Gnow) and submit a Compliance Audit Summary with each payment request. The Compliance Audit Summary 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 j.i.

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 (B2Gnow). 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 M/WBE contractual commitments, BDDD will review the Contractor’s M/WBE utilization throughout the term of the Contract, including any term extensions of the original Contract period, prior to receiving final payment.

a. If a Contract includes an M/WBE contractual commitment, the Contractor must report all M/WBE payments using the Airport Board’s Diversity Management System and submit a Final B2Gnow Compliance Audit Summary concurrent with the Contractor’s submission of final payment request.

b. Once all sub payments have been verified by the subcontractors in the Airport Board’s Diversity Management System, the contract will be reviewed for compliance with the program requirements and the prime Contractor’s M/WBE contractual commitment.

c. The Contractor’s performance will be reviewed, and a satisfactory/unsatisfactory determination will be provided in writing to the Contractor by BDDD.

d. A Contractor’s unsatisfactory determination may result in future bids or proposals being deemed non-responsive. In determining whether a future bid or proposal will be deemed non-responsive, BDDD will take into consideration the following: circumstances for non-compliance, the length of the period of non-compliance and the history of previous unsatisfactory determinations.

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 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. M/WBE 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 that impact the participation of M/WBEs on the contract.

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 an M/WBE 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 M/WBE contractual commitment with existing M/WBEs first. If the Contractor is unable to meet its M/WBE contractual commitment with existing M/WBEs, the Contractor shall satisfy its commitment, as it relates to changed scope of work, modifications, and or amendments, by soliciting new M/WBEs 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, substitute 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 an M/WBE subcontractor with its own forces or those of an affiliate, a non-M/WBE or another M/WBE.

   a. The Contractor shall utilize the specific M/WBEs listed in the Final Schedule of Subcontractors to perform the work and supply the materials for which each is listed unless the Contractor obtains BDDD written consent as provided in this section; and

   b. The Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed M/WBE.

   c. The Contractor shall document good cause to terminate or substitute an M/WBE. For purposes of this paragraph, good cause includes the following circumstances:

      i. The listed M/WBE subcontractor fails or refuses to execute a written Contract.
ii. The listed M/WBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the M/WBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.

iii. The listed M/WBE subcontractor fails or refuses to meet the Contractor’s reasonable, nondiscriminatory bond requirements.

iv. The listed M/WBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.

v. The listed M/WBE subcontractor is ineligible to work on public works projects because of suspension and applicable state law.

vi. It has been determined that the listed M/WBE subcontractor is not a responsible Contractor.

vii. The listed M/WBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.

viii. The listed M/WBE is ineligible to receive M/WBE credit for the type of work required.

ix. An M/WBE owner dies or becomes disabled with the result that the listed M/WBE contractor is unable to complete its work on the Contract.

x. Other documented good cause that BDDD determines compels the termination of the M/WBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate an M/WBE it relied upon to obtain the Contract so that the Contractor can self-perform the work for which the M/WBE subcontractor was engaged or so that the Contractor can substitute another M/WBE or non-M/WBE subcontractor after Contract award.

d. Before transmitting to BDDD its request to terminate and/or substitute an M/WBE subcontractor, the Contractor must give notice in writing to the M/WBE subcontractor, with a copy to BDDD, of its intent to request to terminate and/or substitute, and the reason for the request.

e. The Contractor must give the M/WBE subcontractor five business days to respond to the Contractor’s notice. The M/WBE subcontractor must advise BDDD and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why BDDD should not approve the Contractor’s action. If required in a particular case as a matter of public necessity (e.g. safety), BDDD may provide a respond period shorter than five days.

4. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for M/WBE firms put forward by bidders/proposals in bids/proposals.

a. When an M/WBE subcontractor is terminated as provided in this section or fails to complete its work on the contract for any reason, the Contractor
shall make good faith efforts to find another M/WBE subcontractor to substitute for the original M/WBE. These good faith efforts shall be directed at finding another M/WBE to perform at least the same amount of work under the contract as the M/WBE that was terminated, to the extent needed to meet the M/WBE commitment established for the Contract. The good faith efforts shall be documented by the Contractor. The Contractor shall submit the documentation within 7 days, which may be extended for an additional 7 days if necessary at the request of the Contractor, and BDDD shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

5. The Contractor must submit an **Intent to Perform as a Subcontractor** form for each proposed new M/WBE subcontractor. BDDD will approve or disapprove the substitution based on the Contractor’s documented compliance with these provisions.

6. 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.

7. Failure by the Contractor to carry out the requirements of this section is a material breach of the Contract and may result in the termination of the Contract or such other remedies set forth in Compliance and Enforcement section.

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 M/WBE Program 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 M/WBE participation on the Contract.

3. BDDD is empowered to receive and investigate complaints and allegations by M/WBEs, 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 or its representatives concerning the investigation and Contractor’s compliance with the Program requirements.

4. The failure of the Contractor to meet the M/WBE contractual commitment or comply with any other aspect of the Program requirements will constitute a material breach of the Contract entitling the Airport Board or its representatives to exercise any remedy available in this Contract, the Program requirements or applicable law. In addition, the failure of the Contractor to meet the M/WBE 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. Any suspected false, fraudulent or dishonest conduct relating to the Contractor’s performance of the Program requirements may be reported 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 or its representatives 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 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 M/WBE (or SBEs, if applicable) 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 M/WBE firms, a finding of non-compliance could result in a denial of certification or removal of eligibility and/or suspension and debarment.

(End of M/WBE Special Contract Provisions)
COMMUNITY TO MINORITY/WOMEN
BUSINESS ENTERPRISE (M/WBE) PARTICIPATION FORM
(This form is required as part of the bid/proposal submission.)

The M/WBE goal for Solicitation/Contract # ________________ is ________%.

NOTE: The BDDD will only credit M/WBE participation that is certified by an approved certification entity at the
time of bid/proposal submission. DBE/SBE certificates are not accepted for M/WBE credit. Effective 06/01/2020,
in addition to having a valid certification, M/WBEs 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 M/WBE firm, is committed to meeting or exceeding the
M/WBE goal through self-performance.

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

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

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

____ The Contractor is unable to meet the M/WBE 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 Dallas, Tarrant, Collin and Denton counties.
### SCHEDULE OF SUBCONTRACTORS (PRELIMINARY)

**Prime Bidder/Contractor:**

☐ MBE  ☐ WBE  ☐ NON-M/WBE

**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 M/WBE subcontractor has a place of business in the Airport’s Relevant Market Area (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 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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</thead>
<tbody>
<tr>
<td></td>
<td>MBE</td>
<td>WBE</td>
<td>NON COUNTY</td>
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<td>Dollar Amount &amp; Percentage: Work to be completed by Non-M/WBE Subcontractors</td>
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<td>Dollar Amount &amp; Percentage: Work to be completed by M/WBE Subcontractors</td>
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<td>$$</td>
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<tr>
<td>Dollar Amount &amp; Percentage: Work to be self-performed by the Prime</td>
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<td>Total Dollar Amount &amp; Percentage of Work</td>
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<td>(The Total Amount shall equal the amount proposed on summary of bid/proposal page).</td>
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### 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 M/WBE Program) in support of the Board’s minority/woman-owned business intent and objective may result in being considered non-responsive to the Board’s requirements. Furthermore, it is understood and agreed that, if awarded a contract by the Airport Board, the Contractor will not make additions, deletions or substitutions to this certified list of M/WBE 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 M/WBE programs as deemed necessary including but not limited to audits of submitted M/WBE information applicable to the Contractor/subcontractors participating on the contract.

Name and Title of Authorized Representative: __________________________________________ Date: ______________________________________

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 minority and woman-owned businesses, firms must be certified as M/WBEs by a certification agency approved by the Airport Board as defined in the M/WBE Policies and Administrative Procedures.

³ In addition to having a valid certification, the M/WBE 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 M/WBE goal.

Form 90 Updated 07-01-2020
SCHEDULE OF SUBCONTRACTORS (FINAL)

Prime Bidder/ Contractor: __________________________________________
☐ MBE  ☐ WBE  ☐ NON-M/WBE

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 M/WBE subcontractor has a place of business in the Airport’s Relevant Market Area² (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 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>
</tr>
</thead>
<tbody>
<tr>
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<td>MBE</td>
<td>WBE</td>
<td>COUNTY</td>
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</tbody>
</table>

Dollar Amount & Percentage: Work to be completed by Non-MWBE Subcontractors
Dollar Amount & Percentage: Work to be completed by M/WBE 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).

100%

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 M/WBE Program) in support of the Board’s minority/woman-owned business intent and objective may result in being considered non-responsive to the Board’s requirements. Furthermore, it is understood and agreed that, if awarded a contract by the Airport Board, the Contractor will not make additions, deletions or substitutions to this certified list of M/WBE 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 M/WBE programs as deemed necessary including but not limited to audits of submitted M/WBE 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 minority and woman-owned businesses, firms must be certified as M/WBEs by a certification agency approved by the Airport Board as defined in the M/WBE Policies and Administrative Procedures.

³ In addition to having a valid certification, the M/WBE 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 M/WBE goal.
**INTENT TO PERFORM CONTRACT AS A M/WBE SUBCONTRACTOR** *(Rev 07-01-2020)*

Submission of the Intent to Perform as a M/WBE Subcontractor form for each M/WBE firm shall constitute a representation by the Prime Contractor to the Airport Board that it believes such M/WBE to be certified as a M/WBE to perform the work as designated, the M/WBE has a place of business in the Airport Board’s market area and the M/WBE 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 in a subcontract with such M/WBE for the work described at the approximate price and percentage set forth.

### PRIME CONTRACTOR / CONSULTANT

<table>
<thead>
<tr>
<th>Contract / Solicitation Number:</th>
<th></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>
</tr>
</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 M/WBE policy on behalf of the Prime Contractor.

<table>
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<tr>
<th>Name:</th>
<th>Title:</th>
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</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 M/WBE 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 M/WBE 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 M/WBE 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 M/WBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution._

| Signature of Prime Contractor: | Date: |

### M/WBE SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER AT ANY TIER

The Airport requires that minority/women business enterprises be certified as M/WBEs by an approved certification agency as defined in the M/WBE Program Policy and Procedures. Effective 06-01-2020, in addition to having a valid certification, M/WBEs 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 M/WBE subcontractor has a place of business in the Airport’s market area. [Yes] [No]
- The undersigned M/WBE subcontractor is not affiliated with the Prime Contractor as defined in the M/WBE Program Policies and Procedures. [Yes] [No]

| Name of M/WBE 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: | $ ( %) |
| M/WBE Certification #: | Certification Agency: |

If the M/WBE 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 M/WBE credit.

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

### DECLARATION OF M/WBE 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 M/WBE 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 change 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 M/WBE 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 and Denton counties.
GOOD FAITH EFFORT (GFE) Criteria

NOTE: Include a response to GFE criteria and support documentation in bid/proposal only if the M/WBE 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 Minority/Women Business Enterprise (M/WBE) goal. These factors should not be considered as a template, checklist or some quantitative formula. Proposers are required to meet all factors outlined below and provide support documentation in order for the good faith effort plan to be assessed. Mere pro forma efforts are not good faith efforts to meet the M/WBE contract requirements. This means that a bidder/proposer must show that it took all necessary and reasonable steps to achieve an M/WBE goal or other requirement of this GFE which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient M/WBE 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. SUBMITTAL OF THE CRITERIA, WITH NO ADDITIONAL DOCUMENTATION, WILL NOT BE CONSIDERED ADEQUATE DEMONSTRATION OF GOOD FAITH EFFORT. Proposers are not limited to these particular areas and may include other efforts deemed appropriate. Complete form and attach support documentation only if the M/WBE goal is not achieved. For additional guidance concerning Good Faith Efforts, please refer to the Electronic Code of Federal Regulations (CFR 49 part 26 Appendix A).

<table>
<thead>
<tr>
<th>GOOD FAITH EFFORT FACTORS</th>
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<tbody>
<tr>
<td>Conducting market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified M/WBEs that have the capability to perform the work of the contract. This may include attendance at any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities (acceptable documentation shall include copies of the meeting sign-in sheets with contractor name noted as signed-in) and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all M/WBEs listed in the State and/or Local respective directories of firms that specialize in the areas of work desired (as noted in the M/WBE 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 M/WBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the M/WBEs are interested in taking appropriate steps to follow up initial solicitations at least three (3) business days prior to bid opening.</td>
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<tr>
<td>Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate M/WBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates M/WBE participation.</td>
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<tr>
<td>Providing interested M/WBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.</td>
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<tr>
<td>Negotiating in good faith with interested M/WBEs. It is the bidder's responsibility to make a portion of the work available to M/WBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and suppliers, so as to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for M/WBEs 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 M/WBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract M/WBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from M/WBEs if the price difference is excessive or unreasonable.</td>
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Date/Time Printed: 8/18/2020, at 10:23 AM
(rev 07-01-2020) Page 1 of 2
<table>
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<tr>
<th>Not rejecting M/WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the M/WBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. A prime contractor's inability to find a replacement M/WBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original M/WBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement M/WBE, and it is not a sound basis for rejecting a prospective replacement M/WBE's reasonable quote.</th>
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<tr>
<td>Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.</td>
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<tr>
<td>Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.</td>
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<tr>
<td>Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of M/WBEs.</td>
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<tr>
<td>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 M/WBE and non-M/WBE subcontractor quote submitted to the bidder when a non-M/WBE subcontractor was selected over a M/WBE for work on the contract to review whether M/WBE prices were substantially higher; and contact the M/WBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to M/WBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.</td>
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<tr>
<td>A promise to use M/WBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.</td>
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**FOR DFW BUSINESS DIVERSITY & DEVELOPMENT USE ONLY:**

Plan Reviewed by: ________________________________

Date: ________________________________

Signature of M/WBE 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 (M/WBE Form No. 90), as originally submitted as part of the bid/proposal on the above-named project.

### CHANGE

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

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

1. The listed M/WBE subcontractor fails or refuses to execute a written contract.
2. The listed M/WBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
3. The listed M/WBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.
4. The listed M/WBE is ineligible to work on Airport projects because of suspension and debarment proceedings pursuant to federal or state law or other applicable laws or regulations.
5. BDDD has determined that the listed M/WBE subcontractor is not a responsible contractor.
6. The listed M/WBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal.
7. The listed M/WBE subcontractor is unable to complete its work on the Contract.
8. The M/WBE owner dies or becomes disabled with the result that the listed M/WBE 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)

_____ Design, Code & Construction Dept.  Vice President or Designee
COMPLIANCE PLAN

for

Prime Contractor Name:

Contract Number:

Contract Name:

Date:

Applicable Business Diversity Program:

Minority/Women Business Enterprise (M/WBE)
Compliance Plan

A. Contracts secured through a competitive selection process rather than a competitive bid process, the Vice President of BDDD may require proposers to address the project goal by means of a compliance plan. Such a plan allows a contract to address the project goal by means of commitments to utilize M/WBEs for Project work or by the demonstration of a good faith effort at the point where the project is sufficiently defined and the process of procuring the subcontractors to perform the work is about to begin.

B. The development, scope and utilization of such compliance plans will be governed by the following considerations and requirements.

C. Basis for Determination

1. Unless otherwise authorized in writing by the Vice President of BDDD, a department may only require proposers to address a project goal by means of a compliance plan under the following conditions:

   a. The project solicitation must include the procurement of construction services.

   b. At the time of solicitation, the project design must not be complete or at a level of completeness allowing for final competitive pricing proposal; and

   c. The project solicitation must not require a lump sum price proposal or the construction of the project upon which a contract award will be made.

D. Development of Compliance Plan

1. Upon a determination that a compliance plan will be required for a project, the compliance plan shall be developed in accordance with the following requirements:

   a. The Vice President of BDDD will require separate goals for project professional services and project construction services.

   b. The construction goal established for each project shall be expressed as a percentage of either:

      i. The total amount of any lump sum construction contract awarded to complete a project

      ii. Total estimated “cost of work,” as that term is defined in any guaranteed maximum price contract awarded to complete a project, or

      iii. On a task/work order

   c. The contracting department shall provide a good faith estimate of the construction cost upon which a goal shall be set, and the compliance plan proposer shall provide a refined estimate at the time of the submission of a proposed compliance plan, if the amount is not reflected in an executed contract.

   d. BDDD shall establish a timetable for submittal and review of any proposed compliance plan. During the solicitation process as solicitation submittal requirement; and after the conclusion of the solicitation process as a component of contract negotiations and award.
e. Failure to comply with any submittal timetable established by BDDD may result in no further consideration of the proposed compliance plan.

E. **Elements of a Compliance Plan.** At a minimum, a proposed compliance plan shall address the following elements:

1. To the maximum extent applicable, the proposed compliance plan shall comply with the requirements of the M/WBE Program Policy and Administrative Procedures.

2. The proposed compliance plan shall set forth a detailed program for community outreach and support calculated to enhance participation opportunities.

3. The proposed compliance plan shall set forth a detailed program describing how the proposer will divide up the anticipated work into economically feasible units calculated to enhance participation opportunities.

4. The proposed compliance plan shall set forth a detailed methodology by which the Contractor shall meet the project goal.

5. The proposed compliance plan may be based upon a phased or packaged buy out of the project construction work and, if that is the case, will describe the process by which the proposer will address the project goal on a phased, package, or cumulative basis.

6. If appropriate, the proposed compliance plan shall address the subcontracting of normally self-performed work to meet the project goal.

7. The proposed compliance plan shall set forth how the proposer will comply with the requirements of the M/WBE Program Policy and Administrative Procedures, and Contract Provisions as part of the construction work, including use of Commitment forms, Intent to Perform, Schedule of Subcontractors forms or proposal pricing worksheet to adequately document committed participation attained.

8. The proposed compliance plan shall contain a specific acknowledgement of the proposer’s continuing duty, pursuant to the M/WBE Program Policy and Administrative Procedures, and Contract Provisions to maintain, throughout the duration of any project contract, compliance with the level of participation committed to under any approved compliance plan, and such commitment will be the basis for award of any contract. The plan will also detail the methodology the proposer will employ for maintain participation commitments.

9. The proposed compliance plan shall set forth a detailed methodology for tabulation of participation performance and plan administration, as well as monitoring and reporting progress and participation performance to BDDD. The plan shall provide for review and reconciliation milestones during the project and for review and audit opportunities for BDDD.

10. The proposed compliance plan will recommend methods for supporting BDDD administration and oversight of the plan, if approved.

11. The proposed compliance plan will affirm 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. Additionally, the plan will acknowledge the Airport Board’s right to impose withholding of payment in the event of noncompliance.

12. The proposed compliance plan shall set forth a detailed methodology for issuance of notice(s) of non-compliance with the plan and a reasonable opportunity to cure.

13. The proposed compliance plan shall set forth a detailed methodology for final reconciliation of participation performance, measured against the established goal and plan close out.

F. Approval of Compliance Plan

1. Upon receipt of a proposed compliance plan, BDDD shall review and either approve or initially reject, with comments, the proposed plan. In the event of a rejection of the proposed plan, the BDDD shall set a date for submission and if warranted, schedule a meeting to discuss any deficiencies that must be addressed in the re-submittal.

2. In the event the Vice President of BDDD formally rejects a proposed compliance plan, the Vice President of BDDD shall notify the agency head in writing of its determination and such determination shall result in no further consideration of the contractor’s proposal or in termination of the contract for cause, in the event a contract has been awarded. In no event shall a contract to construct a project be executed or continue without a compliance plan approved by the Vice President of BDDD.

3. Upon approval, the compliance plan shall be incorporated and made a part of the contract with the plan proposer.

G. Compliance and Enforcement

1. The Contractor shall be subject to the Compliance and Enforcement in accordance with the M/WBE Program Policy and Administrative Procedures and Contract Provisions. If upon approval, the Contractor acknowledges and accepts that any failure to comply with any material term or condition of an approved compliance plan or applicable provision of the M/WBE Program Policy and Administrative Procedures, and Contract Provisions, including failure to satisfactorily address the project goal, maintain participation commitments or otherwise comply with any applicable requirements.
A. Commitment to the Business Diversity Program Goal(s)
B. Key Personnel - Duties and Responsibilities
C. Structuring Bid Packages for M/WBE Participation
D. Community Outreach Efforts
E. Methodology for Structuring Bid Packages
F. Compliance Documents and Reporting
G. Plan Administration, Monitoring, and closeout
H. Non-Compliance, Remedies, and Remediation Plan
I. Mediation
J. M/WBE Commitment Modification Due to Change in Scope of Work (Post Award)

Attachments *(to be provided by Proposer)*

1. Commitment to M/WBE (as applicable) Form
2. Invitation to Bid Sample
3. Potential Construction/Construction Support Services
4. Potential Workscopes or Bid Packages and estimated M/WBE Participation Projections
5. Other Sample Forms
A. Commitment to the Business Diversity Program Goal(s)

Applicable Business Diversity Program:

**Minority/Women Business Enterprise (M/WBE)**

(Prime Contractor Name), the Prime Contractor for the (Project Name) has prepared this Compliance Plan, submitted pursuant to Dallas Fort Worth International Airport Board’s Minority/Women Business Enterprise (M/WBE) Program Policies and Administrative Procedures.

(Prime Contractor Name), the Invitation for Bid/Request for Proposal provided a Contract Specific Goal of % for this Contract. We are committed to achieving % M/WBE (as applicable) participation as a percentage of the total contract value including change orders and/or modifications. We understand that the M/WBE (as applicable) participation percentage commitment made by our Firm at the time of the Contract award is deemed to be contractual. The Commitment Form (Attachment 1) included in our bid/proposal indicates our commitment to the applicable Contract Specific Goal which will be met through the construction process. The participation percentage commitment will be met through various potential Construction/Construction Support Services showing the potential Work scopes or Bid Packages providing opportunities to subcontractors and suppliers to participate in the Project. The actual dollar values and percentages will vary for each Bid Package, which will be dependent upon the final design, quantities and the quotations received. While the overall commitment will be met, M/WBE (as applicable) participation may not be realized in the amounts shown for every bid package/work scope.

The delivery method for this project under the Contract is:

<table>
<thead>
<tr>
<th>Delivery Method</th>
<th>Check Appropriate Box</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design/Build</td>
<td>☐</td>
</tr>
<tr>
<td>CM/GC</td>
<td>☐</td>
</tr>
<tr>
<td>Construction Management-at-Risk</td>
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<tr>
<td>Program Management/Construction Management</td>
<td>☐</td>
</tr>
<tr>
<td>Job Order Contract</td>
<td>☐</td>
</tr>
<tr>
<td>Indefinite Delivery: task/delivery order</td>
<td>☐</td>
</tr>
</tbody>
</table>

B. Key Personnel - Duties and Responsibilities

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

(Name & Title) is responsible for overseeing the implementation of the contract’s Business Diversity contractual commitments, including the following duties:

Description:

(Name & Title) is responsible for the community outreach efforts and oversees the outreach program to insure maximization participation by M/WBE (as applicable) subcontractors and suppliers. A detailed list of those efforts are outlined below:
Description:

(Name & Title) is responsible for the execution of the subcontractor contracts and completion of the work, including the following duties:

Description:

(Name & Title) is responsible for the collection and coordination of the Business Diversity documentation and monthly online diversity spend reports for all subcontractors and suppliers on the project. These reports will be turned in by the 10th of each month for the preceding month.

C. Structuring Bid Packages for M/WBE Participation

The Contractor has identified preliminarily the following separate packages of work to be subcontracted:

- Display the information in chart form as provided below for your use.
- Customize the form so that it provides the information specific to your project.
- The total at bottom needs to be the contract total.
- Showing subtotals along the way for completely different types of work is acceptable.
- The overall committed contract goal is the percentage stated on page 6.
# GOALS SCHEDULE CHART

<table>
<thead>
<tr>
<th>Bid Packages Scope of Work</th>
<th>Tier</th>
<th>Total Contract Value</th>
<th>Total Contract %</th>
<th>$ of Listed Scope</th>
<th>% of Construction Services</th>
</tr>
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<tbody>
<tr>
<td>Div 1 - General Requirements</td>
<td>1</td>
<td>$3,413,306</td>
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<td>$0</td>
<td>0%</td>
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<tr>
<td>Div 3 - Concrete</td>
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<td>$4,279,294</td>
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<td>$421,084</td>
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<tr>
<td>Div 5 - Metals</td>
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<td>$1,721,772</td>
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<td>$86,089</td>
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<tr>
<td>Div 6 - Wood, Plastic &amp; Composites</td>
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<td>$86,000</td>
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<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Div 7 - Thermal &amp; Moisture Protection</td>
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<td>$1,061,602</td>
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<td>$0</td>
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<tr>
<td>Div 8 - Openings</td>
<td></td>
<td>$284,020</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
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<tr>
<td>Div 9 - Finishes</td>
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<td>$1,499,044</td>
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<td>$224,857</td>
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<tr>
<td>Div 10 - Specialties</td>
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<td>$228,150</td>
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<td>$11,408</td>
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<tr>
<td>Div 11 - Equipment</td>
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<tr>
<td>Div 12 - Furnishings</td>
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<td>$28,000</td>
<td>0%</td>
<td>$0</td>
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<tr>
<td>Div 21 - Fire Suppression</td>
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<td>$175,099</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Div 22 - Plumbing</td>
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<td>$284,020</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Div 23 - HVAC</td>
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<td>$3,306,618</td>
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<td>$826,655</td>
<td>3%</td>
</tr>
<tr>
<td>Div 26 - Electrical</td>
<td></td>
<td>$4,004,890</td>
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<td>$1,001,223</td>
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<tr>
<td>Div 27 - Communications</td>
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<tr>
<td>Div 28 - Safety &amp; Security</td>
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<tr>
<td>Div 31 - Earthwork</td>
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<td>$385,092</td>
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<tr>
<td>Div 32 - Exterior Improvements</td>
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<tr>
<td>Div 33 - Utilities</td>
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<td>$15,700</td>
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<tr>
<td>Design Contingency</td>
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<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Construction Contingency</td>
<td></td>
<td>$718,244</td>
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<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Total – Potential M/WBE Construction Services</td>
<td></td>
<td>$25,359,730</td>
<td>%</td>
<td>$5,065,590</td>
<td>20%</td>
</tr>
</tbody>
</table>
These packages will be reviewed and refined as the work for the Contract is further defined and ready for the process of subcontracting. Specifically, prior to advertising any package of work for bids or proposals, the Contractor will review the work in detail, to determine the types of work that can be performed by M/WBE firms, with reference to BDDD’s database and Directory of certified M/WBE firms, and will adjust its subcontracting packages to maximize opportunities for M/WBE participation in such subcontracting, within economically feasible packages.

The Contractor has the following preliminary schedule for issuance of each bid package:

Identify any specific issues or potential issues with the contract’s scope of work and how the Contractor will address them – specialized work items, etc.

State whether the Contractor will prequalify any subcontractors. If prequalification will be used, identify all subcontracts for which the Contractor will prequalify subcontractors, and explain the prequalification process that will be used.

The Contractor may pursue different percentage goals for M/WBE participation in each separate package of work put out for bids, based on the types of work and availability of certified M/WBE firms. However, the Contractor is committed to the overall goal of % M/WBE participation in the total construction work amount.

The Contractor may consider, in order to maximize M/WBE participation, subcontracting the following types of work which it might ordinarily self-perform:

D. Community Outreach Efforts and Advertising to M/WBE Certified firms

The Contractor will conduct the following outreach efforts:

- Contractor will, at minimum, use the DFW D/M/WBE Directory and encourage all non-M/WBE subcontractors to use the Directory when soliciting any of their own subcontractors or suppliers for the project.

- If during outreach efforts, Contractor locates a firm which appears to be eligible for M/WBE certification but is not so certified, Contractor will direct the firm to the North Central Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council or the Women’s Business Council Southwest and encourage the firm to pursue certification if eligible.

- In order to count the participation of M/WBEs towards the Contract Specific Goal or Annual Goal, the M/WBE must be certified by the North Central Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council or the Women’s Business Council Southwest. Other certifications are not acceptable. In addition to having a valid certification from one of the entities listed above, the M/WBE must have a physical place of business in the Airport Board’s relevant market area at the time the bid or proposal is submitted for credit towards meeting the M/WBE goal. This requirement is not applicable to the DBE Program. The Airport Board’s relevant market area is Collin, Dallas, Denton and Tarrant counties.

- The M/WBE must provide any requested documentation to establish its place of business to the satisfaction of BDDD. Using a post office box, private mailbox
services, another person’s or firm’s office space (including Airport Board office space), virtual offices, shared or coworking office spaces, executive suites or staffing services does not satisfy the requirement that the M/WBE have a physical place of business in the relevant market area. Please reference the Definitions in the M/WBE Program Policy and Administrative Procedures available at www.dfwairport.com.

- An M/WBE owner or employee living in the relevant market area does not satisfy the requirement that the M/WBE have a place of business in the relevant market area. However, an M/WBE majority owner who operates his/her own business solely from his/her own residence in the four-county relevant market area satisfies the requirement that the M/WBE have a physical place of business in the relevant market area. Please reference the Definitions in the M/WBE Program Policy and Administrative Procedures available at www.dfwairport.com.

- When it has work packages ready for subcontracting, the Contractor will publish Requests for Bids in local newspapers, publications and websites, such as , identifying the subcontracting opportunities and specifically soliciting certified M/WBE participation. The Contractor will also provide notice of all such solicitations to relevant organizations such as, but not limited to, the Asian Contractors Association of Texas, DFW Minority Supplier Development Council, Regional Black Contractors Association, Regional Hispanic Contractors Association and the Women’s Business Council Southwest. Notices will be published or provided no less than 10 calendar days before bids are due on the work.

- Contractor will conduct at least one pre-bid meeting, as announced in published notices, which all interested subcontractors and suppliers may attend, at which the Contractor will present information and answer questions about the work.

- Identify any additional efforts or initiatives the Contractor will carry out.

- Describe the bid/proposal process that will be used.

- The Contractor will send to each bidder/proposer, a Notice of Selection for each subcontract for which it solicited M/WBE participation, no later than 30 days after it has entered into the subcontract, so that unsuccessful bidders/proposers are aware of the result of the bid/proposal process.
E. Methodology for Structuring Bid Packages

- When issuing each work package for bid under the Contract, the Contractor will make a good faith effort to meet or exceed the goal percentage of M/WBE participation which it has identified for that package. The minimum level of these efforts is specified in Section IX, Good Faith Efforts To Meet Contract Specific Goals of the M/WBE Program Policy and Administrative Procedures and Contract Provisions. They may include, but will not be limited to, the outreach activities identified in Section D above.

- When requested by BDDD, the Contractor will submit bid packages to BDDD for review and comment and the bid tabulation sheets to BDDD for review.

- The Contractor will report to BDDD the total M/WBE participation obtained for each bid package. No later than 5 days after issuing a Notice to Proceed for such work, the Contractor will submit to BDDD, for each M/WBE subcontractor or supplier with whom it contracts, an Intent to Perform and other documentation, in accordance with Section F below.

- The Contractor will document its efforts to obtain M/WBE participation for each work package and submit such documentation to BDDD upon request by BDDD at any time. The Contractor acknowledges that it may meet or exceed a percentage goal for M/WBE participation on one or more work packages but fall short of meeting the participation goal for the total construction contract amount. Therefore, the Contractor must be able to demonstrate its modified good faith effort, consistent with the M/WBE Program Policy and Administrative Procedures and Contract Provisions, Section IX. Good Faith Efforts To Meet Contract Specific Goals to obtain M/WBE participation for each bid package under the contract, except for bid packages which are subject to a “modified good faith effort” under Section J, of this document.

- The M/WBE participation percentage will be calculated by dividing the total value of the M/WBE participation by the total contract amount for the project, including all change orders. The Contractor will count M/WBE participation according to the Preliminary or Final Schedule of Subcontractor.

- As required by the M/WBE Program Policy and Administrative Procedures and Contract Provisions, the Contractor shall inform the BDDD in writing of any agreed-upon increase or decrease in the scope of work of the Contract, regardless of whether it has been reduced to writing at the time of notification. Any increase in the scope of work which increases the dollar value of the contract, whether or not such change is within the scope of work designated for performance by an MBE or WBE under any subcontract, shall be submitted to the BDDD. Those changes to the scope of work that cannot be performed by existing project participants (the Contractor, subcontractors, suppliers, etc.) shall be subject to a goal for MBEs and WBEs equal to the original committed goal. The Contractor shall satisfy the goal for the changed scope of work by soliciting new M/WBEs in accordance with M/WBE Program Policy and Administrative Procedures and Contract Provisions, and it must show each element of modified good faith that is stated in the M/WBE Program Policy and Administrative Procedures and Contract Provisions. The Contractor shall provide to the Vice President of BDDD documentation with respect to the increased dollar value of the contract.

- The Contractor will comply with the provisions of Section XII of the M/WBE Program Policy and Administrative Procedures and Contract Provisions as to the substitution or termination of a M/WBE on the Project.
The Contractor acknowledges that it has a continuing duty, under the M/WBE Program Policy and Administrative Procedures and Contract Provisions as it relates to Compliance with achieved project goal level required throughout the performance of the contract, project change orders, amendments, and modifications, to maintain, throughout the duration of the contract, compliance with the level of M/WBE participation committed to under any approved compliance plan, and that such commitment is a material condition of the Contract.

F. Compliance Documents and Reporting

The Contractor will submit the following documentation, properly completed and submitted monthly or when otherwise required by BDDD.

- Final Schedule of Subcontractors*
- Certification Certificates
- Intent to Perform Forms
- B2Gnow online payment reporting and verification

(*due at NTP + 5 days; revisions as required)

The Contractor will document its progress in seeking and obtaining M/WBE participation as required by BDDD. Records of the Contractor's efforts to solicit M/WBE subcontractor and supplier participation, will be maintained and reported monthly to BDDD, or as otherwise required, including:

- Dates of solicitation
- Names, addresses and telephone numbers of all M/WBE firms contacted.
- Description of efforts made to contact M/WBE firms.
- Description of information provided to M/WBE firms.
- Description of the process and outcome.
- Advertisements soliciting bids from M/WBE firms in local community publications or construction industry related publications.
- Schedules of pre-bid meetings to inform M/WBE and non-M/WBE subcontractors and suppliers of opportunities to participate.
- Evidence that the Contractor provided M/WBE subcontractors and suppliers necessary access to and adequate time to review all project documents.
- All other documentation required to establish the Contractor's compliance with the good faith efforts requirements.

G. Plan Administration, Monitoring, and closeout

BDDD shall have prompt, full and complete access to all Contractor personnel, books and records required to monitor and assure performance of this Compliance Plan.

The Contractor’s personnel identified in Section B above will be responsible for administering and monitoring the Contractor's performance of this Compliance Plan.

Actual M/WBE participation will be calculated in accordance with the M/WBE Program Policy and Administrative Procedures. The Contractor will submit to BDDD a monthly tracking report demonstrating the M/WBE participation that has been achieved.

The Contractor will meet monthly with BDDD for review and reconciliation of M/WBE participation during the contract.
o The Contractor will use the following methodology for final reconciliation of M/WBE participation performance achieved during the Contract term, measured against the established project goal. The Contractor will present copies of all signed BDDD Final Lien Release forms for M/WBE firms utilized for participation on the Contract. BDDD will compare the Final Monthly Participation Report submitted by the Contractor to determine if the Final Lien Release dollar figures match what is contained within the Final Monthly Participation Report. Final Compliance shall be achieved when the Contractor establishes to the Vice President’s satisfaction, that it has remitted payments to M/WBE firms utilized on the Project; that it utilized M/WBE firms in accordance with each such firm’s Intent to Perform; and that the amount of payments to M/WBE firms equals or exceeds the assigned M/WBE goal for the total amount of the Contract.

o If Contractor fails to achieve final compliance, the Board may exercise any of following remedies, in addition to any other remedies available to it under this Contract or at law or in equity:

- withholding funds payable under this Contract, including, but not limited to, funds payable for work self-performed by the Contractor or applicable retainage;
- temporarily suspending, at no cost to DFW, Contractor’s performance under the Agreement/Contract;
- termination of the Agreement/Contract;
- suspension/debarment, in accordance with applicable law, of Contractor for a period of a minimum of one year from participating in any solicitations issued by DFW for severity of breach of Contract.

o With respect to a Contractor not meeting a goal on a previous contract or the underutilization of M/WBEs 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.

H. Non-Compliance, Remedies, and Remediation Plan

o At all times, BDDD shall monitor the Contractor’s compliance with this Plan and the M/WBE Program Policy and Administrative Procedures. The Contractor shall fully cooperate with BDDD’s compliance monitoring and auditing efforts, including BDDD’s investigation of any alleged or suspected non-compliance by the Contractor.

o If the Vice President has reason to believe that the Contractor is not in compliance with this Plan or with the M/WBE Program Policy and Administrative Procedures, the Vice President shall give the Contractor written notice of non-compliance, citing the reasons why the Contractor is not in compliance, and giving the Contractor thirty (30) days in which to submit a remediation plan for the Vice President’s review and acceptance. The remediation plan shall demonstrate how the Contractor will cure such non-compliance, and if such non-compliance consists of failure to obtain or maintain M/WBE participation at the committed level, that the Contractor’s M/WBE participation level will again achieve the committed level, and that the Contractor will ultimately achieve the committed participation goal for the contract.

o The Contractor shall, within such thirty (30) day period, deliver to the Vice President a written remediation plan for the Vice President’s review and approval.
The Vice President may issue a written determination of non-compliance and the remedy which the Vice President has chosen:

- If the Contractor does not respond within the time allowed; or
- If the Contractor fails to submit a satisfactory remediation plan; or
- If a Contractor submits an acceptable remediation plan but thereafter fails to comply with the plan.

I. Dispute Resolution

The Contractor will provide a process to resolve disputes that occur between the Prime Contractor and M/WBE subcontractors or suppliers or between a M/WBE and any non-M/WBE subcontractors or suppliers under the Contract. The Contractor will document such disputes and inform BDDD of the steps the Contractor plans to take to resolve the dispute. 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. BDDD will notify the Contractor of any complaints received by BDDD from M/WBE firms regarding a dispute they are experiencing with either a subcontractor or the Contractor.

Describe Contractor’s Dispute Resolution Plan:

J. M/WBE Commitment Modification Due to Change in Scope of Work (Post Award)

The Contractor has a continuing obligation as a covenant of performance to meet the D/MWBE utilization to which it committed at contract award, inclusive of change orders, amendments, and modifications. If the Contractor during contract performance must replace a M/WBE for any reason, it must follow the provisions herein governing the substitution of MWBEs and make documented good faith efforts to meet its original M/WBE contractual commitment. Such good faith efforts during contract performance must include, but are not limited to:

- Solicitation of M/WBEs that are certified in the applicable area of work or specialty;
- Providing interested M/WBEs with adequate information about the plans, specifications, scope of work and requirements of the contract;
- Fairly investigating and evaluating the interested M/WBEs’ regarding their capabilities, not rejecting M/WBEs 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 M/WBE because the M/WBE was not qualified;
- Negotiating in good faith with interested M/WBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested M/WBEs and providing written documentation why the Contractor and any of the M/WBEs contacted did not succeed in negotiating an agreement; and
o 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 M/WBEs

o A Contractor determined not to have made good faith efforts to meet its M/WBE 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.

PRIME CONTRACTOR ACKNOWLEDGEMENT:

Prime Contractor Name:

Name of Authorized Representative or Designee:

Title of Authorized Representative or Designee:

Signature: ____________________________________________

FOR DFW BUSINESS DIVERSITY & DEVELOPMENT USE ONLY:

Plan Reviewed by: _____________________________ Date: _____________

Recommendation: Approval:____________________ Denial:____________________

Comments:

Signature of Vice President BDDD: ______________________ Date: ___________

(rev 8/12/2020)
INSERT FORM SUBMITTED WITH SOQ
Exhibit B.2 – Schedule of Subcontractors (Final)

INSERT FORM COMPLETED AFTER SELECTION