



DALLAS/FORT WORTH  
INTERNATIONAL AIRPORT

# REQUEST FOR PROPOSAL

**Solicitation No. 8004937**

**Appian Software Services**

**Deadline for Proposal Submittal:**

**August 21, 2014 at 2:00 p.m.(Central Time)**

*Location: DFW Airport Procurement Office  
3122 East 30th Street (Carbon Road)  
DFW Airport, TX 75261*

**Airport Board Contact:**

**Sandra Goodman  
972-973-5601 (fax)  
sgoodman@dfwairport.com**

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

**Procurement and Materials Management  
DFW International Airport  
Delivery Address: 3122 East 30th Street (Carbon Road)  
Mail Address: P.O. Box 619428  
DFW Airport, TX 75261-9428**

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

A Pre-Proposal Conference will be held on July 28, 2014, at 2:00 p.m. (Central Time) at the Procurement and Materials Management, 3122 East 30<sup>th</sup> Street (Carbon Road). While attendance is not mandatory, all interested firms are encouraged to attend. See Proposal Instruction and Requirements Section for details.

# SOLICITATION SUMMARY

## 1 GENERAL DESCRIPTION

The Dallas / Fort Worth International Airport Board (Board) is seeking a Firm to provide necessary Appian software services to support the Board's initiative to increase Business Process Automation and Management.

## 2 SCHEDULE OF EVENTS

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

RFP Advertise Dates:.....July 20, 2014 and July 27, 2014

RFP Release Date: .....July 21, 2014

Pre-Proposal Conference: .....July 28, 2014 at 2:00 p.m. (Central Time)

Deadline for Questions:.....July 31, 2014 at 4:00 p.m. (Central Time)

Proposal Due Date and Time:..August 21, 2014 at 2:00 p.m. (Central Time)

Evaluation Period: .....August 2014

Interviews: .....September 2014

Board Approval Date:.....October 2014

Notice to Proceed.....October 2014

## 3 CONTRACT TERM

One (1)-year period with options to renew for four (4) additional one (1)-year periods

## 4 SMALL BUSINESS ENTERPRISE (SBE) GOAL

SBE goal for this contract is: 0 %

## 5 APPLICABLE LAWS

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

## 6 RECEIPT OF REQUEST FOR PROPOSAL DOCUMENT

If you obtained this RFP document by notification through a newspaper advertisement or from our website, or you want to modify your contact information, please contact the Airport Board Contact person identified on the front cover. Please include your contact information and if you are interested as a prime or subconsultant for this business opportunity.

## 7 INSURANCE REQUIREMENTS

Before a contract can be executed, the successful bidder shall provide evidence of insurance coverage in accordance with the "Insurance Provisions" section of the Special Provisions contained within this solicitation document. Bidders and their insurance agent, broker or representative must review the insurance provisions to understand its requirements and cost to contract with the Airport Board. An insurance affidavit is included in this solicitation verify the bidder and their insurance agent, broker or representative will comply with the insurance provisions if a contract is awarded.

**8 SUBMITTAL LABEL**

**IMPORTANT**  
**REQUIREMENT FOR BID / PROPOSAL SUBMITTAL**

Bid/Proposal submittals must be properly labeled to ensure they are not inadvertently opened before the designated time. Therefore, please affix the label below to the outside of the sealed bid/proposal submittal package(s).

If the delivery service used (i.e. FedEx, UPS, courier, etc.) does not permit this label to be affixed on the outside of their delivery box or envelope, then the bidder/proposer must seal the contents of their bid/proposal and affix this label on the sealed package before they place that package in the box or envelope provided by the delivery service.

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



**DFW AIRPORT BID / PROPOSAL SUBMITTAL LABEL**

Bid / Proposal Number: 8004937

Bid / Proposal Name: Appian Software Services

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

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

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

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

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

9 NO PROPOSAL FORM

## NO PROPOSAL INFORMATION FORM

SOLICITATION NO. 8004937

SOLICITATION TITLE: Appian Software Services

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

**Sandra Goodman**  
**Dallas/Fort Worth International Airport Board**  
**Fax: 972-973-5601 / Email: sgoodman@dfwairport.com**

***Please check all that apply:***

- Do not sell the item(s) or services required
- Cannot be competitive
- Cannot meet the specifications or qualifications described in the attached bid
- Cannot provide insurance required
- Cannot provide bonding required
- Cannot comply with indemnification requirements
- Job too large
- Job too small
- Do not wish to do business with the DFW Airport
- Company's current workload does not allow for additional work
- Other reason: \_\_\_\_\_

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

\_\_\_\_\_  
Authorized Officer or Agent:

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

or

Email: \_\_\_\_\_

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



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

**BE SURE TO INCLUDE SBE CERTIFICATE DOCUMENTS  
INCLUDING COMPANIES THAT ARE SELF-PERFORMING  
SMALL BUSINESS ENTERPRISES.**

## **PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

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

### **1 DEFINITIONS**

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

### **2 CONTACT INFORMATION**

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

### **3 PRE-PROPOSAL CONFERENCE**

- 3.1 If a Pre-Proposal Conference is held, it shall be open to all interested parties prior to Deadline for Proposal Submittal for the purpose of discussing the requirements of the solicitation and/or to inspect the location where Work is to be performed. All Proposers are strongly encouraged to attend. Proposers may make written inquiries concerning the RFP to obtain clarification of the requirements. Inquiries must be submitted in writing no later than the due date and time identified in the Solicitation summary. Inquiries received by this deadline, and corresponding answers, will be available to Proposers of record as soon as possible. A response to inquiries is at the sole discretion of the Board.
- 3.2 Proposers that do not attend may be required to provide additional information or documentation to validate that they fully understand the Board's requirements.
- 3.3 It is the responsibility of the Proposer to fully understand the scope of work and the conditions under which Work is to be performed. Failure to attend a Pre-Proposal Conference shall not relieve a Proposer from full performance of any Contract awarded to the satisfaction of the Board. No minutes will be provided for this meeting.

### **4 ADDENDA AND CLARIFICATIONS**

- 4.1 The Board may, at its sole discretion, elect to issue changes or clarifications to the Proposal Solicitation. The Board will issue changes or clarifications in the form of a written addendum. Written addenda shall be the ONLY FORM of amendment to the Solicitation. Other written information or verbal communications, including but not limited to discussion in a Pre-Proposal conference, shall not constitute a change to the requirements of the Solicitation. Addenda, if issued, will be mailed, faxed, and/or emailed to all known prospective Proposers and posted on the Board's website ([www.dfwairport.com](http://www.dfwairport.com)) prior to the date and time of the Deadline for Proposal Submittal.
- 4.2 It is the Proposer's responsibility to ensure receipt of any addenda issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from any



obligations under its Proposal as submitted. The Proposer must sign all addenda and return them with their Proposal. All addenda shall become part of the Contract documents.

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

## **5 SMALL BUSINESS ENTERPRISE (SBE)**

- 5.1 The Board strongly encourages SBE (small business enterprise) firms to participate in this solicitation and encourages joint venture Proposals that include SBE-certified firms.
- 5.2 SBE prime Contractors can count their self-performance toward meeting the SBE goal, but only for the scope of work and at the percentage level they will self- perform.
- 5.3 Proposers are directed to review the Special Provisions and the related forms within this Solicitation document for specific goals and compliance requirements.
- 5.4 SBE Certificates for prime and/or subconsultants. Be sure that the certificates confirm certification as a Small Business Enterprise (SBE); other certifications, such as Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Historically Underutilized Business (HUB), are not acceptable. Companies may hold multiple certifications, but one of those certifications must be as a SBE from an authorized certification agency.

## **6 PROPOSAL PREPARATION**

- 6.1 Submittals: Proposer must submit all Proposal Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its Proposal. Proposer's failure to include all submittals may be cause to consider a Proposal non-responsive.
- 6.2 Endorsing the Proposal: An authorized officer of the Proposing Firm must sign the Proposal. Signature of the Proposal will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Proposal Response Forms. Proposers that take exception to the Board's General Terms and Conditions, Special Provisions, and/or Specifications shall do so at the risk of Proposal rejection. .
- 6.3 Proposal Language / Currency: Proposers must submit their Proposal in the English language and Proposal pricing must be in Dollars of the United States of America.
- 6.4 Freight and Shipping: Proposal prices shall include the cost to ship all products and materials to the Dallas/Fort Worth International Airport, F.O.B. Destination, Freight Prepaid and Allowed.
- 6.5 Tax Exempt Status: Purchases by the Airport Board are exempt from sales and use tax under Section 151.309 of the Texas Tax Code (the "Code"). In addition, Contractor purchases of tangible personal property and taxable services for the purpose of reselling them to the Board under this Contract may also be exempt from sales and use tax under Code Section 151.302. Where legally permitted, Contractor shall provide the vendor or supplier with a properly executed resale certificate at the time of purchasing tangible personal property and/or taxable services that are to be resold to the Board under this Contract.
- 6.6 Acceptance of Specification Requirements: The Board will presume that the product or service offered complies with each requirement of the specifications unless indicated otherwise. If the product or service offered is different than specified, Proposer must note the difference on an

attached document that details the exception(s) to specifications. Failure of the Proposer to make the required acknowledgements may cause the Proposal to be considered non-responsive, in the sole determination of the Board. Should any product be delivered or service performed which is not as the Successful Proposer has purported it to be in its Proposal, said Successful Proposer will be required to correct any deficiencies without additional cost to the Board.

- 6.7 Proposer Requirements: The Proposer must have demonstrated experience in the successful completion of Scope of Work / Specifications of a similar nature and scope. The Successful Proposer must take prime contractor responsibility, including the management and performance of all subcontractors and products (goods) provided.
- 6.8 Solicitations Including Requirements for Goods
- 6.8.1 Brand Name or Equal: To establish an understanding of the type products that will be considered responsive to the Specifications, specific manufacturers and series or model numbers may have been referenced. Such brand identification is intended to be descriptive, not restrictive, and is referenced to indicate the quality and characteristics of products that will be satisfactory. Other makes and models may be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.
- 6.8.2 Proposals offering "equal" products will be considered for award if such products are clearly identified in the Proposals and are determined solely by the Board to be equal in all material respects to the brand name products referenced.
- 6.8.3 Proposers must submit upon request by the Board, complete manufacturer's descriptive literature and/or samples of the product being offered. This request may be made after receipt of bids.
- 6.8.4 Proposers proposing products other than that specifically referenced must be prepared, if requested by the Board, to fully demonstrate that the proposed products are equivalent to the referenced products and capable of achieving the desired results. Such demonstration(s) shall be made solely at the Proposer's expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Board.
- 6.8.5 Unless the Proposer clearly indicates in its Proposal that it is offering an "equal" product, its Proposal shall be considered as offering the brand name and product model referenced.
- 6.9 Alternate Proposals: No Alternate Proposals will be considered only, one proposal per Proposer.
- 6.10 Proposer Costs: Any costs that may be incurred to prepare responses, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and / or contract negotiations, if applicable, shall be the sole responsibility of the Proposer.
- 6.11 Confidential or Proprietary Markings: Any portion of the Proposal that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposing Firm, must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the Board with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

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

## **7 PROPOSAL FORMAT REQUIREMENTS**

### **7.1 Overview**

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

### **7.2 Proposal Organization**

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

7.2.2 Proposal text shall be typed in font no smaller than 10 point, on 8.5-inch by 11-inch paper, with one inch margins. Proposals may be either single-sided or double-sided pages and single-spaced for the entire submitted proposal document.

7.2.3 All Proposal sections shall be divided by the use of numeric index tabs. All pages within these sections shall be uniquely numbered for purposes of easy reference.

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

#### **7.2.4.1 Cover Letter (4 Page Limit)**

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

#### **7.2.4.2 Table of Contents**

Include references to sections and page numbers

#### **7.2.4.3 Disclosure Statements**

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

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

7.2.4.3.3 Proposers shall include in their response a statement affirming that no member of the Board, no official or employee of the Board, and no member of any commission, committee, board or corporation controlled or appointed by the Board has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value. In addition, the firm shall furnish a statement that identifies any member of the Board and any official or employee of the Board who, the firm has reason to believe, would or may be financially affected, whether

affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm. Upon request by the Board's Vice President of Procurement and Materials Management or an authorized agent thereof, the firm shall respond to any questions relating to the subject of this section.

**7.2.4.4 Addenda**

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

**7.2.4.5 Tab 1 – Brief Executive Overview (8 Page Limit)**

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

7.2.4.5.2 Overall summary regarding plans to meet Board requirements.

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

7.2.4.5.4 Proposers shall complete the forms titled "Organizational Summary Information", "Business Disclosure", and "Proposal Endorsement" included in this Solicitation. (Forms are available in "Proposal Response Forms" section)

**7.2.4.6 Tab 2 - Relevant Information (10 Page Limit)**

7.2.4.6.1 Include in this section all other contractor and subcontractor information that is relevant to this Scope of Work / Specifications, if any, and is not included elsewhere. Proposers may include relevant company brochures, published articles, abstracts, etc.

7.2.4.6.2 Brochures, catalogs, pre-printed matter or other relevant information not suitable for inclusion within the proposal binder may be provided in loose form. This material shall be provided for the original and all copies. Each set shall be sealed in an individual envelope marked on the outside as follows:

Additional Information for Solicitation No.: \_\_\_\_\_  
Proposal Title: \_\_\_\_\_  
Deadline for Proposal Submittal: \_\_\_\_\_  
Name of Proposer: \_\_\_\_\_  
1 of N (N is the number of envelopes per set): \_\_\_\_\_

**7.2.4.7 Tab 3 - Statement of Work (20 Page Limit)**

7.2.4.7.1 Describe how the Proposer plans to successfully accomplish the Scope of Work / Specifications objectives. Describe process for assessing project and determining labor time and resources required to complete each assigned task.

- 7.2.4.7.2 List all human resources contributing to the Scope of Work / Specifications and their respective major area of responsibility in this project as well as the percentage of time to be spent on this project. Include the resumes (biographical information) at the end of this section for all proposed program personnel. Resumes are limited to one page per person and they not count against this tabbed section's page limit. Describe the qualifications and experience the Proposer, Subcontractor(s) and Staff have regarding Appian-specific software services.
- 7.2.4.7.3 Describe all airport staff requirements, resources, and information required by the proposer.
- 7.2.4.7.4 Provide a proposed project organizational chart, identifying reporting structure and areas of responsibility.
- 7.2.4.8 **Tab 4 - Management (10 Page Limit)**
- 7.2.4.8.1 Identify inherent Scope of Work / Specifications challenges and the overall plan for meeting project management challenges and requirements if applicable.
- 7.2.4.8.2 Describe how the Proposer plans to manage this Scope of Work / Specifications and identify the individual who will function as the project/account manager, including name, home base and brief overview of their qualifications. Include, at the end of this section, the proposed project manager's resume.
- 7.2.4.8.3 Provide a plan ensuring quality of the Work (quality control plan). Provide performance guarantees, if any, and how they would apply and be measurable.
- 7.2.4.8.4 Provide a brief description on proposed implementation plan for meeting and maintaining service requirements.
- 7.2.4.9 **Tab 5 - List of Exceptions / Substitutions / Clarifications / Additions**
- 7.2.4.9.1 Although the Scope of Work included Project Requirements of the solicitation represents the Board's anticipated needs, there may be instances in which it is in the Board's best interest to permit exceptions to requirements and accept proposed alternatives.
- 7.2.4.9.2 It is extremely important for the Proposer to make clear where exceptions, clarifications substitutions and/or additions to the Scope of Work, Special Provisions and General Terms and Conditions are taken and how substitutions shall be provided. The Board does not recognize strikeouts, deletions, or changes to Solicitation documents. Therefore, exceptions, conditions, clarifications and/or substitutions to the provisions of the Board's requirements must be clearly identified along with the proposed addition or modification. If the Proposer does not make it clear that an addition, exception or clarification is taken, the Board shall assume the Proposer is responding to and shall meet the Board's stated requirements.
- 7.2.4.9.3 Identify each exception, clarification, substitution and/or addition by specifically referencing the page number, section number, subsection number, item number or letter, and, if necessary, paragraph, or line number.
- 7.2.4.9.4 Identify each item clearly as an addition, exception, clarification or substitution. It is not necessary to include the entire text of a particular section or subsection. However, for ease of reference, Proposers may use portions of the solicitation's text, if helpful in explanation.

- 7.2.4.9.5 For substitutions/clarifications, provide an explanation of the difference between what the solicitation requests and what is proposed. The Board is open to other means of accomplishing the requested Work. Proposers must explain why they believe their method of accomplishing the Work is equal to or better than that specified by the Board.
- 7.2.4.9.6 For any addition(s) proposed or exception(s) taken, provide a rationale in as much detail as possible.
- 7.2.4.9.7 Begin responses to the major sections of the solicitation on a new page.
- 7.2.4.9.8 The Board shall consider the number and substance of alterations to the Board's stated requirements as a factor in determining the most advantageous response.

**7.2.4.10 Tab 6 - Reference List / Experience (Limit one page per reference)**

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

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

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

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

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

#### 7.2.4.11 **Tab 7 - Small Business Enterprise (SBE) Participation**

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

7.2.4.11.2 Private sector participation. Provide firm's ability to demonstrate SBE on private sector work or on contracts that require no goals. How is the overall effectiveness of your company's diversity and inclusion initiatives measured? Is it tied to a goal or metric? If so, what is the goal/metric and how have you performed in relation to the goal historically?

7.2.4.11.3 Team selection. Explain the selection of your team composition including diversity within the team and any opportunities given to team members that may be new to your team and why they were selected.

7.2.4.11.4 Assurance. Do you have a dispute resolution/mediation plan in place? If so, what is that process?

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

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

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

#### 7.2.4.12 **Envelope 1 – Pricing**

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

- Cooperative Purchasing Provisions
- Insurance Review Verification
- Insurance Affidavit

## 8 SUBMITTAL OF PROPOSALS

- 8.1 **The Board will accept Proposals no later than the Deadline for Proposal Submittal in hard copy form. The Board will not consider late proposals. All Proposals submitted in response to this RFP shall become the property of the Board and will not be returned to the Proposer.**
- 8.2 Hard Copy Proposals must be signed, sealed in an opaque envelope or container, and delivered to the Board's Procurement and Material Management (PMM) Offices. Unsigned, unsealed or late Proposals will not be considered. **The Proposer must submit one original and five exact copies of each proposal.** The Proposal submittal must be clearly marked with the Solicitation Number, Proposal Due Date and Time and addressed to the attention of the PMM Department.
- 8.3 Proposer must provide all information requested in this Solicitation for a Proposal to be considered responsive.
- 8.4 All Proposers must organize their response in accordance with the instructions in the Proposal Format Requirements Section of this Solicitation.
- 8.5 The Solicitation is structured to elicit substantive responses to each question or statement of requirement. Responses such as "Comply" or "Acknowledge" with no explanation are strongly discouraged. Use of such terms will be taken to mean the Proposer agrees to fully comply with the section in the way intended by the Board.
- 8.6 **Proposal Bond:** If a Proposal Bond is required, details will be included in the Special Provisions of this Solicitation. Proposer will be required to submit the original copy of any Proposal Bond required with the Hard Copy Proposal or otherwise deliver it to the PMM Office prior to the Deadline for Proposal Submittal. This requirement applies if the Proposal is submitted electronically. Proposal Bonds must be delivered in a sealed envelope bearing the Solicitation Number and Deadline for Proposal Submittal Date and Time.

## 9 PROPOSAL RECEIPT / EVALUATION OF PROPOSALS

- 9.1 Responses to this Solicitation (Proposals) become the exclusive property of the Board. Proposals will be opened by the Board so as to avoid disclosure of contents to competing Proposers and kept secret during the process of negotiation. **Proposals will not be publicly read.** After Contract award, all proposals submitted become a matter of public record and, upon request, shall be open for public inspection, with the exception of those portions of each proposal that are defined by the Proposer as business or trade secrets and are clearly marked as "Trade Secret," "Confidential" or "Proprietary."
- 9.2 After Proposals are opened, they will be evaluated on the basis given in the specifications/Scope of Work and as described in the "Evaluation Criteria" Section of this RFP. Until final award of a contract, the Board reserves the right to reject any or all Proposals, to waive technicalities, or to proceed with a Contract for the services otherwise as deemed in the Board's best interest.
- 9.3 The Board reserves the right to require additional information from any or all Proposers and to conduct necessary investigations to determine (a) if the product and/or service offered meets the Board's requirements, (b) the quality and reliability of the Proposer's performance, and/or (c) to determine the accuracy of the Proposal information. As part of said investigations, the Board may interview and/or visit companies or public entities listed as references.



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

## **10 PROPOSAL AWARD**

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

## **11 CONTRACT WITH THE BOARD**

- 11.1 The Board and the Contractor agree to perform this Contract in strict accordance with the documents listed below, all of which are made a part of this contract, in the order of precedence listed. Subject to the order of precedence set forth below, the documents listed constitute the entire Contract between the parties.
- Negotiated Modifications, if applicable
  - Addenda, if applicable
  - Solicitation Specifications / Scope of Work
  - Special Provisions
  - General Terms and Conditions
  - Contractor's Bid / Proposal
- 11.2 Proposer is required to review all the terms, conditions and contract provisions contained in this Solicitation to ensure it can comply with and concurs with all requirements.
- 11.3 Proposer is required to review any insurance requirements that may be required in the Special Provisions to ensure it has adequate insurance or it will obtain the required insurance if awarded a Contract. Proof of insurance must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.
- 11.4 Proposer is required to review the payment terms and is advised that, unless other terms are requested and accepted, payment shall be made in accordance with the Texas Prompt Payment Act, including the provision that payment be made within 30 days after receipt of a valid invoice or receipt of products / services in accordance with the specifications, whichever is later.
- 11.5 Limited Notice to Proceed Procedure. The Board reserves the right to issue a Limited Notice to Proceed (LNTP) prior to contract execution for the purpose of the contract awardee to begin the specified work. The purpose of the LNTP is to engage the work to meet Board deadlines. The contract awardee shall proceed with work as directed under the LNTP. While work may proceed under the LNTP, payments shall not be made until the contract is executed.

## **12 DETERMINATION OF NON-RESPONSIBLE PROPOSER**

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

- 12.1 Reason for believing collusion exists among the Proposers.
- 12.2 Where the Proposer, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Board, or with either the cities of Dallas or Fort Worth, or where such litigation is contemplated or imminent, in the sole opinion of the Board.
- 12.3 The Proposer being in arrears on any existing Contract or having defaulted on a previous Contract.
- 12.4 Where the Proposer, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.
- 12.5 Where a Proposer or subcontractor thereof has failed to disclose a potential conflict of interest or discovered to have a conflict of interest in accordance the Board's Code of Business Ethics.
- 12.6 Where a Proposer, its subcontractor, or individual officer/principal of the Proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.

## **13 DETERMINATION OF NON-RESPONSIVE PROPOSAL**

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

- 13.1 Proposal received after the time limit for receiving Proposals.
- 13.2 Proposal was not signed.
- 13.3 Improper or insufficient Proposal guaranty, if required.

## **14 REJECTION OF PROPOSALS**

- 14.1 The Board will automatically reject any Proposal that is submitted after the Deadline for Proposal Submittal, and return it unopened.
- 14.2 Until a Contract is executed, the Board reserves the right to reject any or all Proposals, to waive technicalities, to re-advertise, to decline to proceed or to otherwise proceed with procurement of goods and services herein defined by other method(s) allowed by law and in the best interests of the Board.

## **15 WITHDRAWING PROPOSALS**

- 15.1 Proposer, by submitting a proposal, warrants and guarantees that the proposal has been carefully reviewed and checked and that it is in all things true, accurate and free of mistakes. However, Proposers have a common law right to withdraw a proposal due to material mistake in the proposal.
- 15.2 Proposer must submit a request to withdraw a proposal in writing to the Vice President of Procurement and Materials Management. The written request to withdraw a proposal must state

the reason for withdrawal request and, if the request is made after deadline for proposal submittal, the details of the material mistake must be included in the request. A proposal for which withdrawal is properly requested prior to deadline for submittal will be returned to the Proposer unopened.

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

## BID/PROPOSAL CHECKLIST

SOLICITATION NO. 8004937 BIDDER/PROPOSER: \_\_\_\_\_

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

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

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

### Bid/Proposal Submittals

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

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

**Note:** \*If the SBE goal is 0% and no SBE participation is proposed, note the forms as "Not Applicable".

- Vendor References.** When requested, Bidder/Proposer provided the requested number of references for the Bidder/Proposer and, when stipulated, subcontractor references.
- Bidder/Proposer Qualifications.** When applicable to the specifications, Bidder/Proposer provided all certifications, licensing or other requested qualifications verification forms or information necessary to validate the prime or subcontractors qualifications to provide products or services.

### **Bid/Proposal Completion Actions**

- Read/Confirm Intent to Comply.** Bidder/Proposer has read the Work/Product Specifications, Special Provisions, General Terms and Conditions and confirms that he/she will comply with all requirements as provided.
- Proofreading.** Bidder/Proposer has proofread all documents to ensure all information provided by the Bidder/Proposer is accurate and responsive to the solicitation specifications. The Board is not responsible for errors made by the Bidder/Proposer.
  - Bidder/Proposer has proofread all mathematical and number entries to ensure accuracy and commitment to honor pricing as submitted.
- Insurance Compliance.** Bidder/Proposer has contacted insurance agent or representative to verify insurance requirements are met, if awarded a contract, and that it will meet the on-line insurance registration requirements through [www.Ins-Cert.com](http://www.Ins-Cert.com) (see insurance specifications).
- Late Bids/Proposals.** Please note the time, date and delivery location (or mailing address if submitted by U.S. Postal Service). Late bids or proposals will not be accepted.

### **Supplier Registration for Solicitation Notification and Payments**



**Supplier Registration.** While not a requirement of the bid or proposal submittal, Bidder/Proposer has registered in the Board's Supplier Registration System, which is required for contracting with the Board. Web Address:

<http://www.dfwairport.com/procurement/index.php>

**END OF PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

## **EVALUATION CRITERIA**

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- 1 The evaluation criteria or elements listed below will be used to determine which proposal response is most advantageous to the Board. Said determination will be made in the Board's best interest, and shall therefore be considered final. Responses received to this solicitation will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. The response to the requirements of the solicitation and Scope of Work as well as the proposed prices will be used in the Board's evaluation. The Board's evaluation team may consider feedback from references and/or the Board's direct experience with a proposing firm or a proposed subconsultant as part of their evaluation process and consideration for scoring proposals. The Board's evaluation team reserves the right to shortlist firms based upon scores/ratings received during the evaluation process. Scoring of Diversity & Inclusion Initiatives criteria below may be the exclusive responsibility of the Board's Business Diversity and Development Department's committee representative or, if the committee desires, be scored by the full voting committee members. Scoring of Pricing criteria below is the exclusive responsibility of the Board's Procurement and Materials Management Department's committee representative. Generally, all of the available points are awarded to the "acceptable" proposal offering the lowest price. A percentage of the available points are then assigned to other acceptable proposing firms, based on the percentage of difference between their pricing and that offered by the lowest priced proposing firm. Note that a proposing firm who is otherwise acceptable and proposes a price greater than double that of the lowest priced proposing firm with an acceptable proposal would receive zero points in this "Price" category.
- 2 Discussions may be conducted with finalist firms as determined by the evaluation team. Proposers shall be treated fairly and equally with respect to any opportunity for discussions and revisions of Proposals. Inasmuch as the Board may not request best and final offers, Proposers are strongly urged to provide competitive pricing since revisions may not be permitted after submissions and before the award of the Contract.
- 3 The evaluation criteria are listed below in the order of their relative importance:
  - 3.1 Technical/Compliance with the Scope of Work (20 Points). This category will be evaluated based on (in addition to the Scope of Work, refer to Tabs 1, 2, 3, and 5 of the Proposal Instructions and Requirements):
    - Successful definition of a program and approach to support the optimized utilization of Appian.
    - Three to five years' of experience in the configuration and administration of Appian software.
    - Three to five years' of experience designing, developing and deploying applications, processes, records, and reports with Appian.
    - Quality control plan and methodology to ensure compliance with, and achievement of, Specifications / Scope of Work, Special Provisions, General Terms and Conditions and Contractor's Bid / Proposal.
  - 3.2 Management (15 Points). This category will be evaluated based on (in addition to the Scope of Work, refer to Tab 4 of the Proposal Instructions and Requirements):
    - Plans for managing the project, including subcontractors, and plans for meeting work project reporting requirements. Provided a detailed description of their project lifecycle methodology, and a description of any Appian software specific implementation tools or documents that would be employed to successfully complete the task assignments.

- Describe how the Proposer plans to manage the project and identify the individual who will function as the non-billable Account Executive, including name, home base, and brief overview of their qualifications. Include the proposed Account Executive's resume.
- Provide the criteria for selecting the Project Manager including their experience with project management, Appian software implementations, and Appian. Include the proposed Project Manager's resume(s).

3.3 Implementation Experience (25 Points). This category will be evaluated based on (in addition to the Scope of Work, refer to Tab 6 of the Proposal Instructions and Requirements):

- Overall implementation methodology, proposed team, and approach to project.
- Experience working with Appian in all phases of the development and implementation of Appian applications and process models including gathering and documenting functional and technical requirements, designing process models, creating reports and records, collaborating with executive management, performing knowledge transfer, and training functional and technical users to become proficient in Appian.
- Overall understanding of the Board's requirements and appreciation of inherent technical challenges.

3.4 Diversity & Inclusion Initiatives (20 Points). This category will be evaluated based on a two-step process (in addition to the Scope of Work, refer to Tab 7 of the Proposal Instructions and Requirements):

Step One: Initial proposal will be evaluated based on:

- **Affirmative Action Plan.** Firm's Affirmative Action Plan and/or diversity and inclusion policy statement; to include goals with respect to hiring staff for the proposed project. Such plan shall include, but not be limited to: goals for women and minorities for management and non-management positions.
- **Private sector participation.** Firm's ability to demonstrate SBE on private sector work or on contracts that require no goals. How is the overall effectiveness of your company's diversity and inclusion initiatives measured? Is it tied to a goal or metric? If so, what is the goal/metric and how have you performed in relation to the goal historically?
- **Team selection.** Explain the selection of your team composition including diversity within the team and any opportunities given to team members that may be new to your team and why they were selected.
- **Assurance.** Do you have a dispute resolution/mediation plan in place? If so, what is that process?

Step Two: For firms that are interviewed, those interviews will be evaluated based on the firm's responses to questions from the Business Diversity & Development Department's representative regarding the initial proposal(s).

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

3.6 Proposal Submittal (5 Points). This category will be evaluated based on:

- Completeness of submitted proposal; all requested information provided.



- Responsiveness to specifications / no or minimal exceptions submitted by Proposer.
- Submission of proposal information organized as requested in the solicitation instructions.

**END OF EVALUATION CRITERIA**

## **SPECIFICATIONS / SCOPE OF WORK**

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

The Dallas/Fort Worth International Airport Board (Board) is soliciting an Indefinite Delivery Consulting Services Contract. This contract will provide services to support the Board's initiative to increase Business Process Automation and Management. The Board is seeking an Appian software services firm that can provide the Information Technology Services (ITS) Department with services to support the continued design, development and implementation of applications, processes, reports and records within Appian.

### **2 SPECIFICATIONS / SCOPE OF WORK**

#### **2.1 Project Background**

2.1.1 The Dallas/Fort Worth International Airport Board (Board) has licensed Appian software in an effort to establish a unified platform for the automation and management of business processes and human workflows. To support these efforts the Board's Information Technology Services (ITS) Department is committed to the charge of excellence through the use of technology. The diversity of the ITS project portfolio requires ITS to define a workforce extension that responds quickly to the needs of the Board. This Indefinite Delivery Services Contract will provide ITS the necessary increased resource flexibility on an as needed basis.

#### **2.2 Current Software and Systems**

2.2.1 The Board currently runs Appian version 7.5 as an Appian Cloud hosted solution.

2.2.2 For internally hosted applications, the Board currently runs many production databases on Oracle Enterprise Databases, version 11.2.0.2 or later, in a UNIX Sun Solaris environment. The Board currently runs Oracle e-Business Suite version 12.1.3 (GL, AP, AR, FA, Purchasing, Inventory, Projects), PeopleSoft version 9.0 (HR, Payroll, Benefits, Pension, Talent and Acquisition Management), Oracle Universal Content Management version 11g, Infor version 10.1.2, LongView version 7.1.2, Kronos 6.1, and numerous other custom built applications.

2.2.3 For internally hosted applications, the Board maintains three database and application environments: development, test, and production. Initial implementation, configuration, and testing shall take place in the Appian Cloud development environment. When Board Staff and the Consultant are satisfied with the implementation in development, all configurations shall be applied to the Appian Cloud test environment and fully tested by the Board's Quality Assurance Center of Excellence and functional users. The Appian Cloud test environment shall be used as the training environment. When the functional users have completed testing and accepted the application, the configuration shall be applied to the Appian Cloud production environment.

#### **2.3 Objective**

2.3.1 This contract will provide indefinite delivery of consulting services on an as needed basis in support of the Board's deployment of Appian. The Board envisions this project being multiple phases over several years. Each phase will be tightly tied to an internal department to bring them online with the application. Some departments will take more than one phase to complete and some will have interdependencies between departments that will require parts of one department being completed before the rest. The Board requires Vendor who specializes and has a proven background in Appian for assistance in the design, development and deployment of various Appian projects.

## 2.4 Description of Required Technical Skills/Specialty:

2.4.1 Each of these positions could be On-Site or Off-Shore. Please provide Rate Cards for both cases in the pricing proposal page.

2.4.1.1 **On-Site Project Manager** (five or more years of Appian Experience)– key responsibilities include, but are not limited to the following:

- On-Site Consulting team lead.
- Maintain project schedule.
- Manage deliverables.
- Interface with Board's management and executive staff.
- Interface with Board's Information Technology staff.
- Perform work as a technical and/or functional developer.

2.4.1.2 **Off-Shore Project Manager** (five or more years of Appian Experience)– key responsibilities include, but are not limited to the following:

- Off-Shore Consulting team lead.
- Maintain offshore project schedule.
- Manage offshore deliverables.
- Interface with On-Site Project Manager
- Interface with Board's management and executive staff.
- Interface with Board's Information Technology staff.
- Perform work as a technical and/or functional developer.

2.4.1.3 **BPM Solution Architect** (three or more years of Appian Experience) - key responsibilities include, but are not limited to the following:

- Architects integration/interface with internal applications
- Maintains implementation and configuration of base Appian software including user accounts and security.
- Provide technical support to Appian Team
- Work as a liaison between the DFW Appian Team and Appian Support.
- Experience with architectural and operational support of a hosted Appian implementation
- Development of complex process models and business rules
- Interface with end users and ITS staff.

2.4.1.4 **Senior BPM Solution Architect** (five or more years of Appian Experience) - key responsibilities include, but are not limited to the following:

- Appian Certified
- Architects integration/interface with internal applications
- Maintains implementation and configuration of base Appian software including user accounts and security.
- Provide technical support to Appian Team
- Work as a liaison between the DFW Appian Team and Appian Support.
- Experience with architectural and operational support of a hosted Appian implementation
- Development of complex process models and business rules
- Interface with end users and ITS staff.

2.4.1.5 **BPM Consultant/Developer** (three or more years of Appian Experience) - key responsibilities include, but are not limited to the following:

- Development of complex process models and business rules
- Development of functional and technical project documentation.
- Design and develop reports and records.
- Interface with end users and ITS staff.

2.4.1.6 **Senior BPM Consultant/Developer** (five or more years of Appian Experience) - key responsibilities include, but are not limited to the following:

- Appian Certified Developer
- Development of complex process models and business rules
- Development of functional and technical project documentation.
- Design and develop reports and records.
- Interface with end users and ITS staff.

2.4.1.7 **Quality Assurance Tester** (three or more years' experience as an Appian Quality Assurance tester )

- Review requirements documents prepared by the Appian Team prior to performing Quality Assurance testing
- Development and execution of Quality Assurance test cases.
- Supports quality assurance activities via involvement in all aspects of the BPM test strategy which includes: the identification of test cases and plans, development of unit testing, user acceptance testing, threshold testing, and regression testing for all BPM business areas (and associated processes, reports and records.)

## 2.5 **Technical/Compliance**

2.5.1 The Board is looking for consulting partners to lead the Airport in optimizing the utilization of Appian. Specifically, the Airport is looking for Appian professional service partners that can provide:

### 2.5.1.1 **Planning and Design Services:**

- Strategic visioning, scoping, and planning
- Process architecture planning & design
- Process deployment and training planning

### 2.5.1.2 **System Administration**

- Complex security architecture design
- Performance Assurance and Optimization
- Administration and maintenance of users and groups

### 2.5.1.3 **Development**

- Process Model development
- Business Rules development
- Integration into custom and ERP applications
- Report development
- Record development

- Rapid development using Agile methodology
- Unit testing

2.5.1.4 **Describe your approach for meeting the technical compliance requirements.** Include responses to each inquiry in the appropriate tabbed setting.

2.5.2 **Deployment, Configuration and Administration** (Respond in Tab 3)

2.5.2.1 Describe your methodology to configure and deploy Appian applications and processes including security, users, groups and other related elements.

2.5.2.2 Describe your experience administering a deployment of this scale.

2.5.2.3 Describe your approach to provide knowledge transfer and training to the DFW Appian Team relating to deployment, configuration and administration.

2.5.3 **Automation and Integration** (Respond in Tab 3)

2.5.3.1 Describe your experience defining process models for large scale enterprise Appian initiatives.

2.5.3.2 Describe your experience integrating Appian with Oracle e-Business Suite modules. (Examples: General Ledger, Accounts Payable, Accounts Receivable, Fixed Assets, Purchasing, Inventory, and Project Costing.)

2.5.3.3 Describe your experience integrating Appian with Oracle PeopleSoft modules. (Examples: Human Resources, Payroll, Benefits, Pension, Talent and Acquisition Management.)

2.5.3.4 Describe your experience integrating Appian with other applications.

2.5.4 Describe your approach to provide knowledge transfer and training to the DFW Appian Team related to automation and integration.

2.6 **Management** (Respond in Tab 4)

2.6.1 The Board is looking for consulting partners to lead the Airport to the best Appian implementation. The partner should be well versed in Appian software and overall management of projects of this size and duration. They should also have a strong track record with the development and implementation of intelligent business process automation. The consulting partner will perform requirements gathering, project management, interact with management, perform knowledge transfer, train Board employees and develop reports and records.

2.6.2 **Managing the Project** (Respond in Tab 4)

2.6.2.1 Describe your methodology for managing the project.

2.6.2.2 Provide a complete description of your project lifecycle methodology.

2.6.2.3 Describe any software specific tools that might be leveraged in the implementation of the Appian software and processes.

2.6.2.4 Provide a summary of any Appian projects where you have used or have been exposed to an Agile Project Methodology.

2.6.3 **Account Executive** (Respond in Tab 4)

2.6.3.1 Please provide name, home base, and brief description of experience with Appian and Appian

implementations for the proposed Account Executive.  
2.6.3.2 Describe the proposed Account Executives experience and qualifications to interact with Board executive and management staff during the project.

2.6.3.3 Please provide a resume of the proposed Account Executive.

#### 2.6.4 **Project Manager** (Respond in Tab 4)

2.6.4.1 Please provide name, home base, and brief description of experience with Appian and Appian implementations for your sample Project Management staff.

2.6.4.2 Describe the proposed sample Project Manager(s) experience and qualifications to interact with Board executive and management staff during the project.

#### 2.7 **Implementation Experience** (Respond in Tab 4)

2.7.1 All successful awardees are required to collaborate with Board staff and other designated representations in the successful implementation of all Appian Delivery Orders. Each implementation is required to meet or exceed Board expectations as defined by the Board.

2.7.1.1 Describe any experience implementing Appian with a customer of similar size and scope.

2.7.1.2 Describe any experience implementing Appian with a customer in the aviation or transportation industry.

#### 2.7.2 **Implementation and Requirements Gathering** (Respond in Tab 4)

2.7.2.1 Describe your standard implementation methodology and provide a sample project plan.

2.7.2.2 Describe the project team required for an implementation, including all necessary resources from the client, vendor or a partner. Outline the skills and experience required for the client project team.

2.7.2.3 Please describe a general approach and methodology to providing the services listed below:

2.7.2.3.1 Gathering, documenting and obtaining business requirements sign-off.

2.7.2.3.1.1 General and Basic Functionality

2.7.2.3.1.2 Analysis & Performance

2.7.2.3.1.3 Record/Report Design

2.7.2.3.1.4 Record/Report Formatting

2.7.2.3.1.5 Record/Report Functionality

2.7.2.3.1.6 Integration

2.7.2.3.1.7 Architecture & Scalability

2.7.2.3.1.8 Security

2.7.2.3.1.9 Administration

- 2.7.2.3.1.10 Logging/Audit Trail
- 2.7.2.3.1.11 Accessibility
- 2.7.2.3.1.12 Data Cleansing and/or Conversion
- 2.7.2.3.2 Unit testing, Quality Assurance testing, Integration & Stress testing and User Acceptance testing.
- 2.7.2.3.3 Migration into production environment.
- 2.7.2.3.4 User Adoption.
- 2.7.2.3.5 Delivery (Application, Report, Record) Strategy and Support.
- 2.7.2.3.6 Training.
  - 2.7.2.3.6.1 End user training on the use of the solution
  - 2.7.2.3.6.2 Administrator training on the administration of the solution
- 2.7.3 **Reports and Records Experience** (Respond in Tab 4)
  - 2.7.3.1 Describe your current experience creating and delivering Appian Records and Reports.
  - 2.7.3.2 Provide a demo on CD, publicly available website examples, or screenshots of Appian Records and Reports that your proposed team has created.
  - 2.7.3.3 Please include customers in your references where Appian Records and Reports have been implemented.
- 2.7.4 **Overall Understanding** (Respond in Tab 4)
  - 2.7.4.1 Describe your overall understanding of the Boards Appian Program and how your company proposes to assist the Board with a successful program.
  - 2.7.4.2 Please provide sample Project Manager, Architect, Business Analyst, Technical Consultant, and Functional Consultant resumes as Appendices.
- 2.8 **Delivery Orders**
  - 2.8.1 In the performance of this contract, the contractor will be issued a verbal or written request for services for each task stating the scope of work, services required, and the desired completion date. The consultant shall provide a fully itemized cost proposal and a detailed project plan for each task. Each proposal shall be returned to the Board within 10 working days after the request for services is issued.
  - 2.8.2 Upon approval of the proposed cost proposal and project plan, the contractor shall be issued a delivery order for each project. The contractor shall be compensated for services for each Delivery Order on a time, fixed rate, or fixed lump sum price, dependent on the Board approval of the submitted itemized cost proposal.
- 2.9 **Task Services**
  - 2.9.1 The Contractor shall provide services, including, but not limited to the services listed below.

- 2.9.2 General – Upon receiving a Notice to Proceed for a Delivery Order, and upon approval by the Board’s designated Technical Representative, the Consultant shall:
- 2.9.3 Coordinate with Board staff as required to accomplish the objectives of the Delivery Order.
- 2.9.4 Document all issues determined outside the scope of work/services and provide budget estimates upon approval of the Board’s Designated Technical Representative for their inclusion.
- 2.9.5 Document all aspects of the project and submit to the Board. Documentation categories shall include, but not limited to:
  - 2.9.5.1 Requirements Document
  - 2.9.5.2 Process Maps
  - 2.9.5.3 Test Plans
  - 2.9.5.4 Project plan
- 2.9.6 Where required and approved within the scope of the Delivery Order, provide telephone support services during the Board’s normal office hours for a designated period after final product delivery.
- 2.9.7 Submit progress materials/reports in sufficient quantity to accommodate the Board’s project team for review. If applicable, percentage review periods and required progress submissions shall be established for each Delivery Order.
- 2.9.8 Provide a qualified representative(s) to attend project coordination meetings and any other meetings upon Board staff request.
- 2.9.9 Prepare and distribute meeting minutes of all project coordination meetings to all attendees and additional staff as directed by the Board’s representative.
- 2.10 **Design Criteria**
  - 2.10.1 Comply with the Board’s current hardware and software requirements.
  - 2.10.2 Where appropriate and through the Board’s Designated Technical Representative, coordinate all efforts with the appropriate network, database, and application staff to ensure current and future compatibility with Board systems.
  - 2.10.3 Comply with the Board’s policy including, but not limited to security, wireless, network, database, application, and infrastructure.
- 2.11 **Project Schedule**

A preliminary high-level project schedule shall be furnished to the Contractor for each Delivery Order as part of the Request for Services. The Delivery Order will contain the approved time schedule as approved by the Board. All significant milestones will be agreed to during the review process and will be contained in the Delivery Order document.
- 2.12 **Deliverables**

Deliverables and deliverable due dates shall be identified by the Contractor in response to the Request for Services of each Delivery Order. The deliverables will be provided in accordance



with the schedule furnished in the Delivery Order. Payments will be tied directly to the approved project schedule and successful delivery of specific deliverables.

**2.13 Owner Furnished Items**

Owner furnished items shall be identified in the Request for Services of each Delivery Order.

**END OF SCOPE OF WORK / SPECIFICATIONS**

## **SPECIAL PROVISIONS**

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

- 1.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the Board shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Board to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from Board or its Authorized Representative.
- 1.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Board, its agents and Authorized Representatives. The Contractor shall provide the Board with retrievals of computer-based records or transactions that the Board determines to be necessary to conduct the audit. There shall be no charge to the Board for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transaction stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrieval requested, within seven (7) calendar days.
- 1.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the Board's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. The Board shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.
- 1.4 The Contractor shall insert an item containing all these Audit provisions, including this paragraph, in all subcontracts hereunder except altered as necessary for the proper identification of the contracting parties and the Board under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.
- 1.5 In addition, where projects are funded wholly or in part by federal grants, the FAA, the Secretary and the Comptroller General of the United States or any of their duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of the recipient that are pertinent to grants received in accordance with CFR 49, Part 18, as it may be amended from time to time.
- 1.6 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract value audited, the cost of the Board's audit shall be paid by the Contractor.

## **2 CONTRACT TERM**

- 2.1 This Contract, if awarded, shall be for an initial **one (1) -year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Board's Vice President of Procurement and Materials Management Department, unless renewed under the provisions below.
- 2.2 This Contract, as executed, shall include the **options to renew for four (4)** additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Board's discretion.
- 2.3 In recognition of the potential for fluctuations of the Contractor's costs for the years subsequent to the initial contract period, a price adjustment for each succeeding year may be provided using the escalation rates provided in the pricing proposal.
- 2.4 Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.

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

- 3.1 The Contractor shall, at all times, employ sufficient labor and equipment for performing the Work to full completion in the manner and time required by this Contract, plans, and specifications.
- 3.2 All workers shall conduct themselves with a courteous demeanor and professional manner. Contractor shall immediately remove any worker from performance of work at Board premises when one or more of the following occur:
  - 3.3 Neglect of duty.
  - 3.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
  - 3.5 Theft, vandalism, immoral conduct or any other criminal action.
  - 3.6 Selling, consuming possessing or being under the influence of intoxicants, alcohol, or illegal substances that produce similar effects while on duty.
  - 3.7 Possession of a weapon on Airport property.
  - 3.8 Organizing or participating in any form of gambling.
  - 3.9 Misuse of equipment, computers or internet access.
- 3.10 All equipment that is proposed to be used on the Work shall be of sufficient size and in such functional condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the Work shall be such that no injury to previously completed Work, adjacent property, or existing airport facilities will result from its use.
- 3.11 When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract, plans, and specifications

3.12 When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used, unless others are authorized by the Board's Technical Representative. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he may request authority from the Board's Technical Representative to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given and executed, it will be on the condition that the Contractor will be fully responsible for producing Work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Board's Technical Representative determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment. The Contractor shall remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the Board's Technical Representative may direct. No change will be made in basis of payment for the Contract items involved nor in Contract time as a result of authorizing a change in methods or equipment under this subsection.

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

4.1 The Contractor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Contract. Neither acceptance of such Work by the Board, nor payment therefore, shall relieve the Contractor of this responsibility. If and when applicable, the Contractor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.

4.2 In addition, at its own expense, the Contractor shall:

4.2.1 Take all precautions necessary per state regulations and/or OSHA Regulations to protect persons or property against injury or damages occurring as a result of its operations.

4.2.2 Obtain all permits/licenses required to perform work or deliver products, including the Board's security requirements for Air Operations Area (AOA) badging regulations where applicable. Any cost for compliance shall be paid by the Contractor.

4.2.3 Provide competent supervisors and workmen;

4.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;

4.2.5 Perform the Work without unnecessarily interfering with Board operations;

4.2.6 Provide all vehicles and tools as necessary for its use; and

4.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

#### **5 DELIVERY ORDER PROCESS**

5.1 **All Work under this Contract must be authorized under individual DOs issued by the Procurement and Materials Management Department (PMM).** The total amount of all Delivery Orders issued under the Contract shall not exceed the then not-to-exceed amount of the Contract. Contractor shall not be authorized to begin work until a DO is issued by PMM nor incorporate changes to the scope of work unless authorized by DO revision issued by PMM.

- 5.2 A **Delivery Order (DO)** is a unit of work authorized under the Contract, a DO will detail the agreement between the Board and the Contractor for work to be performed and will include: scope of work, physical location, performance time, pricing, and other specific criteria. DO numbers are assigned beginning with the last four digits of the contract number, then the delivery order sequence, followed by a delivery order revision sequence, if applicable, i.e. "4978-001R00".
- 5.3 The Board shall provide the Contractor a scope of work for the individual requirement. The Contractor must then prepare and submit to the Board a Proposal further defining and restating the scope, and providing a line item proposal of the individual tasks, quantities, and cost in accordance with established unit pricing under the appropriate schedule. DO proposal preparation work, including all time, labor and expenses, shall be at no cost to the Board.
- 5.4 The DO Proposal pricing will include all costs to perform the work including, but not be limited to: materials, labor, overhead, and profit.
- 5.5 For each DO, the Contractor shall assign a project manager to be in charge of the Project and act as liaison in all aspects of the performance of the work.
- 5.6 If a Change in Scope occurs after a DO has been executed, PMM will negotiate a revision to the DO, with concurrence by the Board representative requesting the work. After an agreement has been reached, **PMM will issue** a DO Revision outlining the revised DO agreement to the Contractor.
- 5.7 The SBE goal for individual DOs is set at the same percentage as provided for the contract's SBE commitment percentage. That percentage shall be applied to the cost of each DO.
- 5.8 Work executed under a Delivery Order will be performed in accordance with the scope and terms of the Contract.
- 5.9 Each DO will be a supplement to this contract. The Contractor will be required to complete all work according to the provisions contained in the DO and this contract. In the event of a conflict in the language of this Contract and the language of the Delivery Order, the language of this Contract shall control, unless and the DO explicitly states otherwise.

## **6 INSURANCE PROVISIONS**

### **6.1 DEFINITIONS FOR INSURANCE PROVISIONS**

- "We", "us", or "our" means the Dallas/Fort Worth International Airport Board.
- "You" or "your" means the vendor, contractor, tenant, consultant, engineer, architect, and their agents, servants, employees, or other party to a contract with us.
- "Contract" means the contract, purchase order, Invitation for Bid, or similar memorandum or agreement.
- For purpose of defining Additional Insured and Waiver of Subrogation, the term "Dallas Fort Worth International Airport Board (the Board) and the Cities of Dallas and Fort Worth, Texas" (the Cities) shall also mean the elected officials, boards, officers, employees, agents and representatives of the Board and the Cities.

6.2 GENERAL REQUIREMENTS

6.2.1 You shall, at your own expense, maintain in effect not less than the following coverages and limits of insurance, which you shall maintain with insurers, policy forms and deductibles satisfactory to us. If your coverage fails to comply with these requirements, you agree to amend, supplement or endorse the existing coverage to comply, at no additional cost to us, and to maintain such insurance through the end of the contract, warranty period, or other specified time period, whichever is longer. ANY deviation from the requirements outlined below requires the prior written approval of the Board's Assistant Vice President of Risk Management.

6.2.2 All policies must be written through a licensed company authorized by the Texas State Board of Insurance to transact that class of insurance business in the State of Texas, with a minimum rating of 'A -', and 'VII' by A. M. Best Company. If the rating of any insurer should fall below this standard, you shall cause the policy to be replaced promptly by an acceptable insurer.

6.2.3 All policies, except policies for workers' compensation, professional liability and pollution liability, shall designate the below mentioned parties as "Additional Insureds," either by a 'blanket additional insured' endorsement, or by specific endorsement:

***"Dallas Fort Worth International Airport Board and the Cities of Dallas and Fort Worth, Texas"***

6.2.4 All policies shall waive the insurer's right of recovery or subrogation against the Board and the Cities.

6.2.5 If any policy is in excess of a deductible or self-insured retention (SIR), the amount of such deductible or SIR must be clearly identified, and may not exceed one (1%) percent of your net worth. We reserve the right to reject any deductible or SIR, or require you to provide a bond at no additional cost to the Board.

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

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

6.3 REQUIRED COVERAGE AND LIMITS

6.3.1 **Workers' Compensation.....Statutory Coverage**  
**Employer's Liability Insurance ..... \$500,000 Each Accident**  
**\$500,000 Each Disease, Each Employee**  
**\$500,000 Each Disease Policy Limit**

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

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

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

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

6.3.2.2 All Liability policies, except Pollution & Professional, must be written on an “Occurrence Form.” Neither “Modified Occurrence” nor “Claims-Made” policies are acceptable, and the Contractor will be in contractual default if your insurance is “Modified Occurrence” or “Claims Made.” If the Pollution or Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the Contractor’s first professional service to the Board, your first exposure to pollutants, or first work that may give rise to a pollution liability claim, related to our contract.

6.3.2.3 Aggregate limits of all Liability policies shall be “per project” or “per location,” as appropriate. If any aggregate limit is reduced by 25% or more by reserved and/or paid claims, the contractor must notify the Board and promptly reinstate the required aggregates.

6.3.2.4 All Liability policies must provide unlimited defense costs in excess of policy limits.

6.3.2.5 All liability policies shall name the Board and the Cities (as defined above) as “Additional Insureds,” including coverage for Products/Completed Operations.

6.3.2.6 All liability shall include Broad Form Contractual Liability covering the indemnification provisions of our contract.

6.3.2.7 All liability policies shall cover loss caused by the contractor’s subcontractors, independent contractors, suppliers or other parties providing goods or services in connection with our contract.

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

6.3.2.9 All liability policies must cover cross-suits between insureds.

6.3.2.10 If the contractor’s operations involve excavation, grading, filling, backfilling, road or similar construction, no Liability policy may contain exclusions for subsidence or earth movement.

6.3.2.11 If the contractor’s operations involve any construction, no liability policy shall contain exclusions for hazards of explosion (“X”), collapse (“C”) or underground (“U”).

6.3.2.12 If the contractor’s operations involve any construction, reconstruction, repair or similar work, no liability policy may contain any exclusion for such work.

6.4 ADDITIONAL COVERAGE AND LIMITS

6.4.1	<b>Professional Liability Insurance</b> .....	<b>\$1,000,000</b>
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6.4.1.1 Your policy must cover the type of professional service you will provide in fulfilling your contract with the Board.

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

## 6.5 ADDITIONAL REQUIREMENTS

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

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

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

6.5.1.3 Access to the Air Operations Area will not be granted without verification of insurance coverage as required.

## 6.6 CERTIFICATION OF INSURANCE

6.6.1 Prior to execution of the contract you shall have your insurance agent(s), broker(s), or Insurer(s) enter your policy information into [www.Ins-Cert.com](http://www.Ins-Cert.com) and link your policy data to us. You shall cause your insurance data to be kept current on **Ins-Cert.com** for the period of time you are liable for your product or work, but not less than the warranty period of our contract. You further agree to cause your insurance agent(s), broker(s) or Insurer(s) to properly register, use and pay the fees for using Ins-Cert.com, (your agent will be charged \$3 to enter your policy data, and 25¢ when we verify your coverage on-line, which is less than the cost of issuing certificates, so there should be no effect on your cost of insurance or service).

6.6.2 **Paper, faxed or e-mailed insurance certificates are NOT acceptable.**

6.6.3 You shall cause your insurance agent, broker or insurer to enter any restrictive or exclusionary provisions or endorsements that may affect you, us, and those required to be named as Additional Insureds, into "Special Exclusions" in Ins-Cert.com.

6.6.4 You further agree, upon our oral or written request, to furnish copies of your policies, certified by an authorized representative of the insurer(s), within ten (10) days of request.

6.6.5 All of your insurance policies shall contain a provision that written notice shall be given to the Board's Risk Management department, at least thirty (30) days prior to cancellation, except ten (10) days for non-payment of premium. In the event that you are notified that an insurer intends to terminate or non-renew a policy or reduce coverage below our requirements, you shall arrange acceptable alternate coverage to comply with our requirements and cause replacement coverage data to be obtained. In addition you shall cause your agent, broker or insurer to enter a cancellation date into Ins-Cert.com, as soon as the effective date is known to the agency, brokerage or insurer, (if insurer enters data).



- 6.6.6 Upon execution of the contract or prior to commencement of work, whichever is first, you shall have your insurance agent(s), broker(s), or Insurer(s) enter your policy information into www.Ins-Cert.com , and link your policy data to us. You shall cause your insurance data to be kept current on Ins-Cert.com for the period of time you are liable for your product or work, but not less than through the warranty period of our contract.
- 6.6.7 No policy submitted shall be subject to limitations, conditions or restrictions that are inconsistent with the intent of the Insurance Requirements to be fulfilled by you. The Board's decision thereon shall be final.
- 6.6.8 Approval, disapproval or failure to act by the Board regarding any insurance obtained by you shall not relieve you of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate you from liability.
- 6.6.9 No special payment, except when separate line item is provided, shall be made by the Board for any insurance that the Contractor may be required to carry; all are included in the Contract amount and the Contract unit prices.

## **7 PROTECTION AND RESTORATION OF PROPERTY**

- 7.1 The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the Work, or at any time due to defective Work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- 7.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

## **8 PUBLIC CONVENIENCE AND SAFETY**

The Contractor shall control its operations and those of its subcontractors and all suppliers to assure the least inconvenience to the Board operation. Under all circumstances, safety shall be the most important consideration.

## **9 REIMBURSABLE EXPENSE PROVISIONS**

- 9.1 The Consultant/Contractor shall be reimbursed the necessary, actual, and reasonable direct non-salary costs (expenses) directly incidental to the work in accordance with the Board's Cost Principles in effect at the time of Contract Award. Requests for reimbursable shall be coordinated and pre-approved by the Department Representative.
- 9.2 Receipts or invoices shall be required on all individual expenditures exceeding \$25.00, unless otherwise noted.
- 9.3 TRAVEL AND LIVING EXPENSES

- 9.3.1 Air Travel - At the lesser of actual cost or airline coach rates, air travel shall be reimbursed when supported with legible copies of airline tickets or the travel itinerary for ticket-less or electronic ticket travel. Official travel shall be by the most direct routing. Reimbursement for the difference between direct and indirect travel will be considered with a written explanation.
- 9.3.2 Motel/Hotel - Actual and reasonable costs for accommodations of Consultant/ Contractor personnel when in travel status overnight. Costs shall be supported with legible, itemized motel/hotel bills that reflect all charges for each night registered. Costs shall not exceed the Daily Average Range for first class (or less) lodging for the appropriate cities, including travel to the DFW Metroplex area, as identified in the current edition of the Runzheimer Guide to Daily Prices (hereafter referred to as **Runzheimer Guide**), Runzheimer Park, Rochester, Wisconsin, 53167-0009, 1-800-558-1702, www.runzheimer.com. Lodging expense amounts reflected in the Runzheimer Guide include single occupancy rates plus applicable sales and lodging taxes.
- 9.3.3 Preferred Hotel Provider - If Contractor seeks reimbursement for hotel expenses incurred at a hotel within 30 miles of DFW Airport, it must be at the DFW Airport Grand Hyatt Hotel, unless a waiver of this condition is secured in writing from the Vice President of the Procurement Department, the Vice President of the department for which Contractor is performing work, or a member of the Executive Staff.
- 9.3.4 Meals - Actual and reasonable costs for Consultant/Contractor personnel meals shall not exceed the Daily Average Range for meals for the appropriate cities, including travel to the DFW Metroplex area, as identified in the **Runzheimer Guide**. Meal expense amounts reflected in the Runzheimer Guide include all applicable taxes plus a 15% gratuity.
- 9.3.4.1 Reimbursement for meals applies only to Consultant/Contractor personnel working on Board business. Consultant staff members for whom meals were provided shall be identified. Payment of meals for other than Consultant personnel is not reimbursable, including meals for Board staff.
- 9.3.5 Local Transportation - Transportation costs incurred by Consultant while in travel status shall be reimbursed as follows:
- 9.3.5.1 Taxi/limousine/airport shuttle - Reimbursable at actual cost.
- 9.3.5.2 Rental Automobiles - Actual and reasonable costs for rental of intermediate or smaller size automobiles, when in travel status, and not to exceed the Average Daily Rate for the appropriate cities, including travel to the DFW Metroplex area, as identified in the **Runzheimer Guide**. Rental automobiles shall be used only when their use will affect savings or other advantages, or when the use of other transportation is not feasible. Written explanation is required to substantiate automobile rental upgrade. A legible copy of the automobile rental agreement is required.
- 9.3.5.3 Private Automobile - Use of private automobile is reimbursable only for travel outside of Consultant/Contractor's home-office area. All mileage will be reimbursed at the rate per mile provided by the U.S. Internal Revenue Service for Standard Mileage rates for business miles driven and should be supported with copies of a travel log itemizing Consultant employee name, dates, destination and distance traveled.
- 9.3.5.4 If another form of transportation is used in lieu of coach-class air travel, the lesser cost of the two modes, for travel to DFW Airport, is reimbursable.

9.3.5.5 Destination parking charges and tolls charged for use of ferries, roads, bridges, and tunnels, while traveling to and from Airport, are reimbursable at actual cost.

9.3.6 Telephone - Actual cost of business telephone charges incurred by Consultant while in travel status.

9.3.7 Laundry - Laundry and dry cleaning expense is reimbursable at a maximum of \$10.00 per day, if Consultant/Contractor is required to be in travel status for the Board for seven consecutive days or more.

#### 9.4 REIMBURSEMENTS

9.4.1 Sub-Consultants - Actual costs incurred by Sub-Consultant/Contractor and supported by actual invoice support. Invoices should list professionals or para-professionals (by position and name) performing the work, in addition to hourly rates and total hours worked. All reimbursable expenses submitted by a Sub-Consultant/Contractor are subject to the same requirements discussed herein.

9.4.2 Supplies, Materials, Equipment - Actual cost of items used directly in the furtherance of work and supported by receipt.

#### 9.4.3 Reproduction

9.4.3.1 Home Office Reproduction of material and documents required in the furtherance of work is reimbursable at a rate of \$.05 per page and should be supported with an itemization or breakdown (example: 100 copies @ \$.05 = \$5.00).

9.4.3.2 Outside Reproduction - actual cost required in the furtherance of work is reimbursable when supported by invoice.

9.4.3.3 Home Office Communications - Actual cost for long distance telephone, telegraph, or teletype services, express mail or other forms of communication directly required in the furtherance of the work and supported by receipts, invoices, or itemized lists (as appropriate). Facsimile charges shall be reimbursed at a maximum of \$.50 per page.

9.4.3.4 Research - Research charges should be supported with an itemized list of the charges and/or copies of an invoice reflecting submitted charges.

9.4.3.5 All Other - Actual cost for other expenses, exclusive of normal expenses, incurred and as approved by Board staff. Additionally, written explanation and justification should accompany charges not clearly identified as a valid business expense on support provided.

#### 9.5 NON-ALLOWABLE EXPENSES

Non-allowable costs shall include, but are not limited to: charges for entertainment, first class airfare, expenses incurred by traveler accompanying Consultant/Contractor on official Board business, bidding and proposal costs, contributions, subscriptions, alcoholic beverages, automobile rental for travel in Consultant's home-base area, and personal expenses including but not limited to: communication charges, cellular phone usage, transportation, costs associated with personal pursuits, gifts, gratuities, and other charges expressly disallowed under the terms of this agreement. Expenses other than those discussed herein require advance Board staff written approval.

## 10 SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS

**Notification is hereby given that a SBE contract specific goal has been established for this Contract. The Contractor/vendor has committed to zero percent (0%) SBE participation of the total dollar value of this Contract including any change orders and/or modifications throughout the term of this contract/agreement. The commitment is a contractual commitment upon execution of the contract.**

### 10.1 GENERAL REQUIREMENTS

- 10.1.1 It is the policy of the Dallas/Fort Worth International Airport Board of Directors ("Board") to support the growth and development of Small Business Enterprises ("SBEs") that can successfully compete for Airport prime contracting and subcontracting opportunities.
- 10.1.2 A "Contractor" is defined as one who participates, through a contract or any other contractual agreement in an Airport-funded contract opportunity. For purposes of these Provisions, a Contractor is one who seeks to do business with the Board by submission of a bid or proposal on any such contract or subcontract. A Contractor includes but is not limited to a Contractor, consultant, or vendor.
- 10.1.3 It is the policy of the Board to ensure non-discrimination in the award and administration of Board Contracts. Consequently, the Contractor must fully comply with the requirements of the Board's Small Business Enterprise Program Policies and Administrative Procedures in proposing and performing hereunder.
- 10.1.4 The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of the Board's Policies. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Board deems appropriate. The Contractor shall insert an Article containing all of the provisions of this Section, including this paragraph, in all subcontracts hereunder, except altered as necessary for the proper identification of the contracting parties and the Board under this Contract.
- 10.1.5 The Business Diversity & Development Department ("BDDD") is responsible to ensure compliance with the Board's SBE Policy and Administrative Procedures. BDDD has the mission to proactively facilitate and maximize business and capacity building opportunities for SBEs by collaborating with internal customers and implementing effective innovative programs and approaches for prime and subcontracting opportunities.
- 10.1.6 The Contractor specifically agrees to comply with all applicable provisions of the Board's SBE Policy and Administrative Procedures and any amendments thereto. SBE and Non-SBE subcontractors also agree to comply with all applicable provisions of the Board's SBE Policy and Administrative Procedures ("Policies").
- 10.1.7 The Contractor shall maintain records, as specified in the Audit and Records Section of the Special Provisions in the contract, showing:
- 10.1.8 Subcontract/supplier awards, including awards to SBEs;
- 10.1.9 Specific efforts to identify and award such Contracts to SBEs, such as when requested, copies of executed contracts with SBEs to establish actual SBE project participation.

### 10.2 ADMINISTRATIVE REQUIREMENTS

- 10.2.1 All Contractors are charged with knowledge of and are solely responsible for complying with each requirement of the Policies making a bid and, if awarded a contract, in performing the work

described in the contract documents. These instructions are intended only to generally assist the Contractor in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, Contractors must consult with the BDDD office at 972-973-5500.

- 10.2.2 The Contractor shall appoint a high-level official to administer and coordinate the Contractor's efforts to carry out its SBE contractual commitments.
- 10.2.3 The Contractor agrees to submit monthly reports of payments and subcontract and/or supplier awards to SBEs and Non-SBEs in such form and manner and at such times as the Board shall prescribe.
- 10.2.4 The Contractor shall provide BDDD access to all books, records, accounts and personnel in accordance with the Audit and Records section of these Special Provisions. Such access will be used for, among other purposes, determining SBE participation and compliance with the Policies. All Contractors may be subject to interim and post-contract SBE audits. Audit determination(s) regarding Contractor's compliance with the SBE Policies may be considered and have a bearing on consideration of the Contractor for award of future Contracts.

### 10.3 GOALS AND GOOD FAITH EFFORTS

- 10.3.1 Each Contractor must comply with the terms and conditions of the Policies in making its bid or proposal and, if awarded the Contract, in performing all work thereunder. A Contractor's failure to comply with any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a bid or proposal non-responsive and may constitute cause for rejection.
  - 10.3.1.1 Responsive; compliance with requirements. If a bid/proposal meets the contract-specific goal or shows an adequate good faith effort in accordance with the Policies, then BDDD shall notify the procuring department to regard the bid/proposal as responsive.
  - 10.3.1.2 Non-Responsive; failure to meet requirements. If a bid/proposal subject to a contract-specific goal does not meet the goal or show an adequate good faith effort, or provide the necessary documentation or forms outlined in the Policies, then BDDD shall notify the procuring department to regard the bid/proposal as non-responsive. Such determination shall result in no further consideration of the bid/proposal by the Airport.
    - 10.3.1.2.1 *Informal meeting.* If BDDD finds the bid/proposal non-responsive in accordance with the above, the non-responsive bidder/proposer may request an informal meeting with the Vice President or designee within two (2) business days from the date that the Airport notifies the bidder/proposer of the inadequacy of the proposal. Such meeting shall be scheduled by BDDD. All deficiencies in the bid/proposer shall be explained to the bidder or proposer at such meeting after which the bidder/proposer shall be allowed to clarify the original documentation submitted. BDDD will at no time, however, allow additional information, documentation, certification certificates, subcontractors, joint venturers, suppliers, manufacturers, manufacturer's representatives or brokers that may later be added to the contract or to the original participation submitted at the time of the bid or proposal to be counted toward meeting of the project goal. If after this informal meeting the Vice President still finds the bid or proposal to be non-responsive, the Vice President or designee's decision shall stand with no further consideration.
- 10.3.2 Under the Policies, BDDD has established a contract-specific goal for this Contract. The specific goal for this Contract is stated in the Advertisement and Invitation to Bid. In order to comply with the proposal requirements, a Contractor must either meet the SBE contract-specific goal or demonstrate that the Contractor has made sufficient good faith efforts to meet the Contract goal. If the Contractor will not meet the SBE goal, it shall nevertheless be eligible for award of the

Contract if it can demonstrate to BDDD that it has made good faith efforts to meet the SBE goal. This good faith effort documentation must be submitted with the Contractor's bid or proposal.

- 10.3.3 A Contractor cannot require exclusive subcontracting or teaming arrangements or agreements with subcontractors.
- 10.3.4 For Contracts awarded using the procurement methods of Indefinite Delivery, Job-Order-Contract, Construction Management-at-Risk or Design Build, the Vice President of BDDD may determine the requirements to address the Contract goal by means of a Compliance Plan for utilization of SBEs on such Contract, or for alternative demonstration of good faith efforts by the Proposer. The development, scope and utilization of such compliance plans shall be addressed in a separate document.
- 10.3.5 In evaluating a Contractor's good faith efforts submission, BDDD will only consider those documented efforts that occurred prior to the good faith effort submission.
- 10.3.6 The submission of good faith efforts documentation is a matter of responsiveness and shall include a specific response to each of the following factors with the bid or proposal. In addition, a Contractor may supplement its responses to include any additional information with the bid or proposal the Contractor believes may be relevant. Failure of the Contractor to demonstrate adequate good faith efforts as to any one of the following categories shall render the overall good faith showing insufficient and the bid/proposal non-responsive. The required SBE good faith efforts are set forth below:
  - 10.3.6.1 Whether the Contractor attended any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities for SBE participation (*acceptable documentation shall include copies of the meeting sign-in sheets with Contractor name noted as signed-in*);
  - 10.3.6.2 Whether the Contractor advertised in general circulation, trade association, and/or SBE focused media concerning subcontracting and supplier opportunities (*acceptable documentation shall be copies of advertisement, newspaper page where advertisement was posted or print media confirmations*);
  - 10.3.6.3 Whether the Contractor provided written notice via email or facsimile to a reasonable number of SBEs and/or contacted a reasonable number of SBEs via telephone about the subcontracting/supplier opportunities. A "reasonable number of SBEs" is based on the number of all SBEs available in the areas of subcontracting or supplier opportunities (*acceptable contact modes for solicitation shall be letters, facsimile transmissions, telephone communications and email*);
  - 10.3.6.4 Whether the Contractor solicited the SBEs at least five (5) business days prior to bid submission, exclusive of the day the bids are opened, to allow SBEs to participate effectively. Also, whether the Contractor followed up those initial solicitations of interest by contacting SBEs at least three (3) business days prior to bid opening to determine with certainty whether the SBEs were interested (*appropriate steps may be demonstrated by second contact attempts by letter, facsimile transmission, telephone communication or email, if bidder/proposer failed to make contact on its first attempt*);
  - 10.3.6.5 Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the SBE goals including, where appropriate, breaking down the Contract into economically feasible subcontracts to facilitate SBE participation. This includes portions of the work to be performed by SBEs the Contractor would otherwise prefer to perform with its own workforce. The ability or desire of a Contractor to perform the services of a Contract with its own workforce does not relieve the Contractor of the responsibility to meet the Contract goal or demonstrate good faith efforts to do so (*The bidder/proposer shall make a moderate and reasonable adjustment to the normal and practiced industry standard that*

*demonstrates a reasonable willingness to divide up scopes of work to provide more opportunities for SBEs to bid/quote);*

- 10.3.6.6 Whether the Contractor provided interested SBEs with adequate information about the plans, specifications, scope of work and requirements of the Contract or adequate information about the locations of the plans, specifications, scope of work and requirements of the Contract (*such access shall be provided at least five (5) business days before bid date or proposal submission*);
- 10.3.6.7 Whether the Contractor fairly investigated and evaluated the interested SBEs' regarding their capabilities, not rejecting SBEs as unqualified without sound reasons based on a thorough investigation. Also, whether the Contractor provided verification, including a statement giving the Contractor's reasons for its conclusion, that it rejected each non-utilized SBE because the SBE was not qualified. Qualifications must be based on factors other than solely the amount of the SBE's bid. A Contractor may not reject a SBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the SBE's capabilities and expertise. (*Appropriate steps may be demonstrated with a summary matrix that identifies all bidders/proposers, evaluation criteria, assessments, conclusions and verifications*);
- 10.3.6.8 Whether the Contractor negotiated in good faith with interested SBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested SBE firms. Also, whether the Contractor provided written documentation why the Contractor and each of the SBEs contacted did not succeed in negotiating an agreement (*Good faith negotiation shall mean scheduled meaningful discussions that demonstrably seek to find reasonable ways to utilize the SBE on the Contract*);
- 10.3.6.9 Whether the Contractor made efforts to assist interested SBEs in obtaining Board or Contractor-required bonding, lines of credit, insurance, etc.;
- 10.3.6.10 Whether the Contractor made efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;
- 10.3.6.11 Whether the Contractor effectively used the services of available minority and women community organizations; chambers and contractor groups; local, State, and Federal business assistance offices, and other organizations that provide assistance in the identification of SBEs (*acceptable contact modes for solicitation shall be letters, facsimile transmissions, telephone communications and email, list(s) of SBEs identified, marketing brochure or flyers*);
- 10.3.6.12 Whether the Contractor obtained written documentation from the Board's approved Surety Support Consultant, if applicable, or from a bona fide surety company indicating that bonding was denied and for what reason(s), prior to the SBE being rejected as a potential subcontractor for failing to obtain Contractor-required bonding. Documentation furnished by a surety company will be subject to verification by BDDD; and
- 10.3.6.13 Whether other Contractors have attained a sufficient level of SBE participation to meet the Contract goals will also be taken into consideration in determining whether the Contractor has made a good faith effort.
- 10.3.7 BDDD will review not only at the different kinds of efforts that the Contractor has made but also the quantity and intensity of those efforts. Efforts that are merely pro-forma are not good faith efforts to meet the goal, even if they are sincerely motivated. BDDD will also consider if, given all relevant circumstances, the Contractor's efforts could reasonably be expected to produce a level of SBE participation sufficient to meet the goal.
- 10.3.8 Whether or not the contract-specific goal has been met and/or whether there were sufficient good faith efforts is considered a matter of the Contractor's responsiveness. The requirement to

submit documentation that the goal has been met or good faith documentation in the manner prescribed by BDDD is considered a matter of the Contractor's responsiveness. The Board will only award Contracts to Contractors determined to be responsive and responsible. If a Contractor fails to submit good faith efforts documentation with the bid or proposal, it waives the right to appeal the good faith efforts decision. The Vice President of BDDD or designee shall be responsible for determining whether the Contractor made the required good faith effort to meet the SBE Contract goal and, if not, shall recommend that the Contractor be deemed non-responsive.

- 10.3.9 If a Contractor desires a review of the Vice President of BDDD's decision, it shall file a written request for final reconsideration within five (5) business days after receipt of the decision to the Reconsideration Official:

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

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

- 10.3.10 The Contractor has a continuing obligation as a covenant of performance to meet the SBE utilization to which it committed at Contract award, inclusive of change orders, amendments, and modifications. If the Contractor during Contract performance must replace a SBE for any reason, it must follow the provisions herein governing the substitution of SBEs and make documented good faith efforts to meet its original SBE contractual commitment.

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

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

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

10.3.10.1.3 Fairly investigating and evaluating the interested SBEs' regarding their capabilities, not rejecting SBEs as unqualified without sound reasons based on a thorough investigation, and providing verification, including a statement giving the Contractor's reasons for its conclusion, that it rejected each non-utilized SBE because the SBE was not qualified. Qualifications must be based on factors other than solely the amount of the SBEs bid;

10.3.10.1.4 Negotiating in good faith with interested SBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested SBEs and providing written documentation why the Contractor and any of the SBEs contacted did not succeed in negotiating an agreement; and

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

10.3.10.2 A Contractor determined not to have made continuing good faith efforts to meet its SBE contractual commitments may request an administrative review and final reconsideration by the Vice President of BDDD. The Contractor may elect to meet in person to discuss whether the Contractor made continuing good faith efforts in accordance with the Policies. BDDD's determination shall be final.

#### 10.4 COUNTING SBE PARTICIPATION



- 10.4.1 BDDD will evaluate each bid or proposal to determine the responsiveness of the bid or proposal to the SBE requirements. In determining if a Contractor's committed levels of participation meet or exceed the solicitation's SBE goal, BDDD shall base its determination solely on the information provided in the bid or proposal document.
- 10.4.2 Unless otherwise specified in the solicitation, all bids or proposals for the provision of Indefinite Delivery or Job-Order-Contracts for a period of time and with no delineation of the dollar amount for specific on-call projects, the Contractor shall submit only the anticipated overall percentage of SBE contractual commitment and post award, submit a completed Compliance Plan for review and approval by the Vice President of BDDD.
- 10.4.3 If a joint venture is proposed to meet the contract-specific goal or any portion thereof, the total value of the distinct and clearly defined portions of the work of the Contract that the SBE will perform with its own workforce; reflect its capital contribution, control, management and profits; and for which it is at risk will be counted.
- 10.4.4 When calculating participation levels, percentages and dollar amounts for each SBE, the Contractor cannot round up in determining whether or not the total of these amounts meets or exceeds the contract-specific goal.
- 10.4.5 An SBE must be certified as an SBE by a Board-approved entity and have a place of business in the Airport's market area at the time of bid or proposal submission to be counted towards meeting the contract-specific goal. Other certifications are not acceptable.
- 10.4.6 Post award, the Contractor may count towards its SBE contractual commitment a SBE that is certified during the performance of the Contract if the SBE is added to the Contract or substituted for a SBE pursuant to section herein.
- 10.4.7 The Contractor may not count toward its SBE contractual commitment the dollar value of work performed by a SBE after it has ceased to be certified as a SBE, except where the SBE is no longer certified because it has exceeded the size standard per the SBE Policies.
- 10.4.8 SBE prime Contractors can count their self-performance toward meeting the contract-specific goal, but only for the scope of work and at the percentage level they will self- perform.
- 10.4.9 When a SBE participates in a Contract, the Contractor shall count only the value of the work actually performed by the SBE toward SBE goals.
- 10.4.10 A Contractor cannot count toward the SBE contractual commitment amounts paid to an affiliate subcontractor, as defined in 49 C.F.R. Part 16.5
- 10.4.11 The Contractor shall count the entire amount of that portion of a Contract (or other Contract not covered by this section) that is performed by the SBEs own work forces. The Contractor may count the cost of supplies and materials obtained by the SBE for the work of the Contract, including supplies purchased or equipment leased by the SBE (except supplies and equipment the SBE subcontractor purchases or leases from the prime Contractor or its affiliate).
- 10.4.12 The Contractor shall count toward the SBE goals the entire amount of fees or commissions charged by a SBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of an Board Contract, provided it determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 10.4.13 When a SBE subcontracts part of the work of its Contract to another firm, the value of the subcontracted work may be counted towards the SBE goal only if the SBE's subcontractor is itself a SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward SBE goals.
- 10.4.14 The Contractor will count expenditures to a SBE subcontractor towards the SBE goal only if the SBE is performing a commercially useful function on the Contract.
- 10.4.14.1 A SBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the SBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the materials itself. To determine whether a SBE is performing a commercially useful function, the Contractor must evaluate the amount of the work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing, the SBE credit claimed for its performance of the work, and other relevant factors.
- 10.4.14.2 A SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of SBE participation. In determining whether a SBE is such an extra participant, the Contractor must examine, among other relevant factors, similar transaction, particularly those in which SBEs do not participate.
- 10.4.14.3 If a SBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work forces, or the SBE subcontracts a greater portion of the work of a Contract 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.
- 10.4.14.4 When a SBE is presumed not to be performing a commercially useful function as provided in this section, the SBE may present evidence to rebut this presumption. BDDD may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- 10.4.15 The Contractor shall use the following factors in determining whether a SBE trucking company is performing a commercially useful function:
- 10.4.15.1 The SBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract, and there cannot be a contrived arrangement for the purpose of appearing to meet the SBE goal.
- 10.4.15.2 The SBE must itself own and operate at least one fully licensed, insured and operational truck used on the Contract.
- 10.4.15.3 The SBE shall receive credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
- 10.4.15.4 The SBE may lease trucks from another SBE, including an owner-operator who is certified as a SBE. The SBE who leases trucks from another SBE shall receive credit for the total value of the transportation services the lessee SBE provides on the Contract.
- 10.4.15.5 The SBE may also lease trucks from a non-SBE, including from an owner-operator. The SBE who leases trucks from a non-SBE is entitled to a credit only for the fee or commission it receives as a result of the lease arrangement. The SBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a SBE.

10.4.15.6 For purposes of this paragraph, a lease must indicate that the SBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the SBE, so long as the lease gives the SBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the SBE.

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

10.4.16.1 SBE Manufacturer

10.4.16.1.1 If the materials or supplies are obtained from a SBE manufacturer, count one hundred percent (100%) of the cost of the materials or supplies towards the SBE goal.

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

10.4.16.2 SBE Regular Dealer

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

10.4.16.2.1.2 For purposes of this section a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

10.4.16.2.1.3 A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

10.4.17 With respect to materials or supplies purchased from a SBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commission charges for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, towards the SBE goal, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. However, the Contractor shall not count any portion of the cost of the materials and supplies themselves toward SBE goals.

10.4.18 If a SBE subcontractor is not certified at the time of the execution of the Contract, supplemental agreement or subcontract, the Contractor may not count the firm's participation towards the SBE goal until the firm is certified. Additionally, the Contractor shall not count the dollar value of work performed under a Contract with a firm after it has ceased to be SBE certified, except where the SBE is no longer certified because it has exceeded the size standard per the SBE Policy and administrative procedures..

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

10.4.20 BDDD will count SBE participation where the SBE or joint venture partner performs a portion of work on the Contract and the percentage of ownership or equity of the SBE in joint venture. BDDD will allow the joint venture to count the portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the work of the Contract that the SBE joint venture partner performs with its own forces toward the SBE commitment and for which it is at risk.

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

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

10.4.22.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Board to be reasonable and not excessive as compared with fees customarily allowed for similar services.

10.4.22.2 The fees charged for delivery of material and supplies required on a job site (but not the cost of materials and supplies themselves) when the hauler, trucker or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by BDDD to be reasonable and not excessive as compared with fees customarily allowed for similar services.

10.4.22.3 The fees of commission charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by BDDD to be reasonable and not excessive as compared with fees customarily allowed for similar services.

## 10.5 CERTIFICATION

10.5.1 In order to count the participation of SBEs towards the Contract goal, the SBE must be certified by the Small Business Administration 8(a) Program, Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency, D/FW Minority Supplier Development Council or the Women's Business Council Southwest. Other certifications are not acceptable.

10.5.2 In addition to having a valid certification from one of the entities listed above, the SBE must have a place of business in the Airport's market area at the time the firm is submitted for credit towards meet the SBE goal, which is defined as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, and Wise counties. The SBE must provide any requested documentation to establish its place of business to the satisfaction of BDDD.

10.5.3 **The Contractor must submit to BDDD a properly completed SBE certificate or letter, with all required attachments, for all SBE participation (self-performance, subcontractors or suppliers) proposed to meet the Contract goal at the time of bid/proposal submission.** The Board reserves the right to reject the participation of a certified firm for credit towards meeting the Contract goal, in its sole discretion. Such rejection shall be in writing and state the reason(s) for the rejection. A Contractor whose proposed certified firm is rejected for goal credit may request reconsideration of the rejection to BDDD in writing. The request for reconsideration must be received by BDDD within five (5) business days of the notification of rejection. BDDD's decision on the request shall be final.

10.5.4 A firm must be certified as a SBE by an agency accepted by BDDD at the time of bid or proposal submission to be counted towards meeting the goal for purposes of determining Contract award.

10.5.5 Post award, a Contractor may count SBEs certified during the performance of the Contract towards its SBE contractual commitment once documentation confirming such certification is submitted to BDDD.

10.5.6 BDDD and the Texas Department of Transportation maintain a current listing of certified SBEs. Bidders and proposers must utilize these Directories to assist them in locating SBEs for the work required on the Contract. The SBE Directories are located at:

<http://www.dot.state.tx.us/business/sbeinfo.htm>

<https://dfw.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=dfw&XID=5886>

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

#### 10.6 SBE UTILIZATION FORMS AND RELATED DOCUMENTATION

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

10.6.1.1 Invitation for Bid (IFB) for Construction Projects:

- **Commitment to SBE Participation** must be submitted at the time of bid submission.
- **Preliminary Schedule of Subcontractors** must be submitted at the time of bid submission
- **Certification Certificates**. Copies of corresponding certification certificates must be attached to the Preliminary Schedule of Subcontractors.
- **Good Faith Effort Documentation**. If the Contractor fails to meet the SBE goal, this documentation must be submitted at the time of bid submission.
- **Final Schedule of Subcontractors** shall be submitted within three (3) business days from the date of the bid opening or with the bid verification.
- **Intent to Perform as a Subcontractor** A signed and executed form for each SBE subcontractor identified on the Final Schedule of Subcontractors, shall be submitted within three (3) business days from the date of the bid opening or with the bid verification.

OR

10.6.1.2 Invitation for Bid (IFB) for General Goods and Services Projects:

- **Commitment to SBE Participation** must be submitted at the time of bid submission.
- **Certification Certificates**. Copies of corresponding certification certificates must be attached to the Final Schedule of Subcontractors.
- **Good Faith Effort Documentation**. If the Contractor fails to meet the SBE goal, this documentation must be submitted at the time of bid submission.
- **Final Schedule of Subcontractors** shall be submitted at the time of bid submission.
- **Intent to Perform as a Subcontractor** A signed and executed form for each SBE subcontractor should be submitted at bid time.

10.6.1.3 Request for Proposals (RFP) or Request for Qualifications (RFQ):

- **Commitment to SBE Participation** must be submitted at the time of proposal submission.
- **Preliminary Schedule of Subcontractors** must be submitted at the time of proposal submission

- **Certification Certificates**. Copies of corresponding certification certificates must be attached to the Preliminary Schedule of Subcontractors.
- **Good Faith Effort Documentation**. If the Contractor fails to meet the SBE goal, this documentation must be submitted at the time of proposal submission.
- **Final Schedule of Subcontractors** shall be submitted with the best and final offer.
- **Intent to Perform as a Subcontractor** A signed and executed form for each SBE subcontractor identified on the Final Schedule of Subcontractors, shall be submitted with the best and final offer.

OR

10.6.1.4 Request for Price Proposal for a task/delivery order under an Indefinite Delivery Contract:

- **Commitment to SBE Participation** must be submitted at the time of proposal submission.
- **Compliance Plan**: Post Contract award, submit to BDDD for review and approval.
- **Final Schedule of Subcontractors** At the time that a delivery order price proposal is requested, the Final Schedule of Subcontractors must be submitted with the price proposal submission.
- **Certification Certificates**. Copies of corresponding certification certificates must be attached to the Final Schedule of Subcontractors.
- **Intent to Perform as a Subcontractor** A signed and executed form for each SBE subcontractor identified on the Final Schedule of Subcontractors must be submitted with the final agreed-upon price proposal for each delivery order.

10.6.2 Any commitments to meet the SBE goal must be detailed on the **Commitment to Small Business Enterprise (SBE) Participation** form included with the bid/proposal. This commitment includes the following:

*"The Contractor must maintain the SBE participation level to which it committed at contract award throughout the performance of the Contract. A Contractor may not terminate for convenience a SBE subcontractor (or an approved substitute SBE) and then perform the work of the terminated subcontract with its own workforces, those of an affiliate or any other firm, without the prior written consent from BDDD. When a SBE subcontractor is terminated, or fails to complete its work on the Contract for any reason, the Contractor is required to make good faith efforts to substitute another SBE to fulfill its SBE contractual commitment."*

10.6.3 The **Schedule of Subcontractors** form must list all subcontractors the Contractor intends to use in performing the work of the project, including non-SBEs, and detail the preliminary and/or final percentage and dollar commitment of the Contractor to SBE participation. Only SBEs identified and the levels of participation listed for each at the time of bid submission will be considered in determining whether the Contractor has met the goal. All SBEs must be properly certified under the guidelines of the CERTIFICATION section. Submission of the **Intent to Perform as a Subcontractor** form for each SBE shall constitute a representation by the Contractor to the Board that it believes the SBE to be certified as a SBE to perform the work as designated. It shall also represent a commitment by the Contractor that if it is awarded the Contract, it will enter into a subcontract with the SBE for the work described at the approximate price and percentage set forth in the **Intent to Perform as a Subcontractor** form.

10.6.4 If the SBE's information or status changes after the form has been submitted but prior to award of the Contract, the Contractor must immediately notify BDDD of the change and a written explanation for the change by submitting a **Request for Approval of Change to Final Schedule of Subcontractors** form. No change in SBE participation after bid submission, but prior to Contract award, may change, or be deemed to change, the Contractor's submitted bid amount. The Modification and Substitutions section of the Policies shall govern the modifications and substitutions of the SBEs that occur after Contract award.

10.6.5 Except as authorized by BDDD, the Contractor shall enter into formal agreements with the SBEs listed on the **Final Schedule of Subcontractors** and **Intent to Perform as a Subcontractor** forms within ten (10) business days after receipt of the Contract executed by the Board. If requested, the Contractor must provide the BDDD copies of those agreements within five (5) business days of the written request.

10.6.6 Alternative **Compliance Plan**

10.6.6.1 When the project design is not complete or at a level of completeness allowing for final competitive pricing proposals, BDDD's may, in its sole discretion, require bidders or proposers for a construction or construction-related professional services Contract to submit a Compliance Plan in lieu of the above forms. The Compliance Plan shall be developed in accordance with the following requirements:

10.6.6.1.1 BDDD may require separate goals for project professional services and for project construction services, or a project aggregate goal. The Compliance Plan may be required to address the project professional services goal and project the construction goal, only the project construction goal or any project aggregate goal in BDDD's discretion.

10.6.6.1.2 The construction goal shall be expressed as a percentage of either the total amount of any lump sum construction Contract awarded to complete a project, or in the alternative, the total estimated "cost of the work" as that term is defined in any guaranteed maximum price Contract awarded to complete a project.

10.6.6.1.3 The Airport department head shall provide a good faith estimate of the construction cost upon which a construction goal shall be set and the bidder or proposer must provide a refined estimate at the time of the submission of a proposed Compliance Plan, if the amount is not reflected in an executed Contract.

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

10.6.6.1.5 At BDDD's sole discretion, it may require submission and review of a proposed Compliance Plan during the solicitation process as a solicitation submittal requirement or after the conclusion of the solicitation process as a component of Contract negotiations and award. Failure to comply with the submittal timetable may, at BDDD's sole discretion, result in no further consideration of the proposed Compliance Plan and rejection of the proposal.

10.6.6.2 At a minimum, a proposed Compliance Plan must:

10.6.6.2.1 Comply with the Policies, including affirming that BDDD shall have prompt, full and complete access to all bidder or proposer and subcontractor personnel, books and records required to monitor and assure performance of the approved Compliance Plan and acknowledging the Board's right to withhold payment in the event of non-compliance and subject the Contractor to other sanctions pursuant to the Policies.

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

10.6.6.2.3 Provide a detailed program describing how the bidders or proposers will divide up the anticipated work into economically feasible units calculated to enhance SBE opportunities.

10.6.6.2.4 Describe in detail how the bidders or proposers will make good faith efforts to meet the project goal, including work that the bidders or proposers would normally self-perform, and provide for review, reconciliation milestones and audit opportunities for BDDD.

- 10.6.6.2.5 If the proposed Compliance Plan is based upon a phased or packaged buy out of the project construction work, the bidders or proposers will describe the process by which the bidders or proposers will address the project goal on a phased/ package or cumulative basis.
  - 10.6.6.2.6 Describe how the bidders or proposers will comply with the requirements herein as part of the subcontractor buyout of the construction work, including use of commitment forms, Schedule of Subcontractors, Intent to Perform and joint venture forms to adequately document committed participation attained.
  - 10.6.6.2.7 Contain a specific acknowledgement of the bidder's or proposer's continuing duty to meet the requirements of the Policies. The Compliance Plan must detail how the proposer will make good faith efforts to maintain its SBE commitments.
  - 10.6.6.2.8 Set forth how the bidders or proposers will comply with BDDD's online reporting system for tabulation of participation performance and plan administration and for monitoring and reporting progress and participation performance to BDDD.
  - 10.6.6.2.9 Recommend methods for supporting BDDD administration and oversight of the Compliance Plan.
  - 10.6.6.2.10 Set forth a detailed methodology for issuance of notice(s) of non-compliance to the bidder's or proposer's subcontractors with the Compliance Plan and a reasonable opportunity to cure.
  - 10.6.6.2.11 Set forth a detailed methodology for final reconciliation of participation performance, measured against the established goal and plan close out.
- 10.6.7 BDDD shall approve or initially reject, with comments, the proposed Compliance Plan. If the proposed Compliance Plan is rejected, the bidder or proposer may submit a revised Compliance Plan by a date set by BDDD. BDDD in its sole discretion may meet with the proposer to discuss any deficiencies that must be addressed in the revised Compliance Plan. If BDDD determines the revised Compliance Plan is insufficient to meet the requirements of the Policies, it shall notify the department head in writing of the rejection and the reasons for the rejection. BDDD's determination shall be final and result in no further consideration of the proposal or, in the event a Contract has been awarded, in withdrawal of the award for cause. In no event shall a Contract to construct a project be executed or continue without an approved Compliance Plan.

## 10.7 PAYMENT

- 10.7.1 It is Board policy that all Contractor invoices submitted to it in compliance with the Contract will be paid by it within 30 days of its receipt.
- 10.7.2 All Contractors must comply with the Texas Prompt Pay Act (Chapter 2251; Texas Government Code) in paying all sums, including retainage withheld from subcontractors, to subcontractors, subconsultants, vendors, materialmen, suppliers and similar persons or entities, including paying such persons or entities within 10 days of receiving payment from the Board their appropriate share of such payment. No Contractor that has received payment of an undisputed amount from the Board may withhold from any subcontractor its undisputed appropriate share of such payment.
- 10.7.3 No Contractor may withhold retainage from any subcontractor at a higher percentage rate than retainage is withheld by the Board from Contractor. Except for the Texas Prompt Pay Act requirement that a Contractor release retainage to a subcontractor within 10 days of that subcontractor's invoice for retainage, each Contractor must withhold/release retainage from/to each subcontractor in at least the same manner as retainage is withheld/released by the Board from/to Contractor (and must include provisions in its subcontracts ensuring this), including, but



not limited to mirroring the Board's treatment of retainage withheld/released to Contractor concerning the following subjects:

- 10.7.3.1 the percentage amount of retainage withheld/released;
- 10.7.3.2 the schedule for withholding/releasing retainage;
- 10.7.3.3 the phased release of retainage according to any phased completion (substantial/final) of portions of the project;
- 10.7.3.4 the optional cessation of withholding retainage prior to substantial/final completion of, or final payment for, the project (e.g. optional cessation when 50% of project is substantially complete, with an owner's right to resume withholding retainage upon the occurrence of certain events);
- 10.7.3.5 the release of retainage prior to final payment, less an amount withheld to cover a percentage of the value of punch-list work required before final completion is certified (e.g. retention of 200% of the value of punch-list work pending certification of final completion).
- 10.7.4 Each Contractor must address (and implement) in its subcontracts the subject of retainage so that each subcontractor is treated by the Contractor in the same manner as Board treats Contractor. Nothing in this provision precludes a Contractor from including in its subcontracts retainage provisions that are more favorable than those contained in the Contract between Board and Contractor, including, but not limited to, provisions withholding retainage at a lesser percentage rate, releasing retainage in part/whole earlier than retainage released by Board and/or withholding less retainage than Board withholds to cover the value of punch-list work required to be completed before final completion certification.
- 10.7.5 DFW encourages all Contractors and their subcontractors, subconsultants, vendors, materialmen, suppliers and similar persons or entities to make payment of invoices submitted to them more expeditiously than required under the Texas Prompt Pay Act.
- 10.7.6 Payment by a Contractor in violation of the terms of the Contract or applicable law will constitute a material breach of this Contract.
- 10.7.7 The Board may withhold progress payments until the Contractor demonstrates compliance with the payment terms of this Contract or applicable law, including withholding progress payments solely relating to monies payable to Contractor for work it self-performs or associated retainage.
- 10.7.8 The Board may also exercise any other rights or remedies available to it under this Contract or applicable law if Contractor fails to comply with the payment terms of this Contract or applicable law.
- 10.7.9 In an effort to remove the obstacle of the length of time for subcontractor payments on Board procurements, the Board has an Expedited Payment Policy for eligible Contractors that may elect to voluntarily participate in. This policy is applicable if a Contractor has been awarded a multi-year Contract for construction and/or maintenance services of at least \$10,000,000 in Contract value. The Expedited Payment program requires those eligible Contractors that voluntarily participate in the program to pay their subcontractors within seven (7) calendar days after receipt of the subcontractor's invoice. The Board would then pay interest and provide other incentives to the Contractor on eligible expedited payments according to the Expedited Payment Process and Policy. The terms for Expedited Payment will be negotiated prior to the issuance of the Notice to Proceed.
- 10.7.10 To ensure that the Contractor meets all its SBE contractual commitments, BDDD will review the Contractor's SBE utilization throughout the term of the Contract, including any term extensions of the original Contract period. If a Contract includes a SBE contractual commitment, the Contractor

must report all SBE payments using the BDDD's online reporting system and submit a **Pay Period Activity Report (PPAR)** (with verifying information) concurrent with the Contractor's submission of payment requests with each invoice. The information reflected on the PPAR will be utilized to provide constant monitoring of the payments made to the SBE as well as non-SBE subcontractors in relation to the percentage of work performed. Failure to include a required PPAR form with the invoice utilizing the Board's online reporting system will result in the invoice being returned to the Contractor.

10.7.11 Contract Close Out: To ensure that the Contractor meets all its SBE contractual commitments, BDDD will review the Contractor's SBE utilization throughout the term of the Contract, including any term extensions of the original Contract period, prior to receiving final payment. If a Contract includes a SBE contractual commitment, the Contractor must report all SBE payments using BDDD's online reporting system and submit **Final Pay Period Activity Report** (with verifying information) concurrent with the Contractor's submission of final payment request.

10.7.12 BDDD encourages all Contractors that may have a dispute with any subcontractor to attempt to resolve such dispute through appropriate formal or informal alternative dispute resolution procedures, including, but not limited to, negotiation, mediation, collaborative law, arbitration and/or conciliation, prior to seeking BDDD's assistance in resolving the dispute. If any Contractor or subcontractor does seek BDDD's assistance, it may require them to first attempt to resolve their dispute through appropriate alternative dispute resolution procedures and to provide BDDD with evidence of their good faith attempts to resolve the dispute as a condition of further assistance from BDDD.

## 10.8 **MODIFICATIONS OR SUBSTITUTIONS**

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

10.8.2 The Contractor understands that if change orders or any other Contract modifications are issued under the Contract, the Contractor shall have a continuing obligation to immediately inform BDDD in writing of any agreed upon increase or decrease in the scope of work of such Contract, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.

10.8.3 The Contractor agrees that if change orders or other Contract modifications are issued under the Contract that include an increase in the scope of work whether by amendment, change order, force account or otherwise which increases or decreases the dollar value of the Contract, whether or not such change is within the scope of work designated for performance by a SBE at the time of Contract award, then such amendment, change order or other modification shall be contemporaneously submitted to BDDD. The Contractor must make good faith efforts to meet its SBE contractual commitment. If the Contractor is unable to meet its SBE contractual commitment, it must submit a **Request for Approval of Change to Final Schedule of Subcontractors**, must be approved in writing by BDDD.

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

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

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

Good cause does not include where the Contractor seeks to terminate a SBE it relied upon to obtain the Contract so that the Contractor can self-perform the work or substitute another SBE or non-SBE subcontractor to perform the work for which the SBE was engaged or listed on the **Final Schedule of Subcontractors**.

- 10.8.6 The Contractor must give the SBE notice in writing, with a copy to BDDD, of its intent to request to terminate and/or substitute, and the detailed reasons for the request. The Contractor and the SBE must attempt to negotiate a resolution of the situation, and if the negotiation is unsuccessful, the Contractor must document this effort before the Contractor seeks BDDD's approval to substitute the SBE.
- 10.8.7 Contractors must meet the above criteria and process before requesting prior written approval of any material change in the ownership, control, duties, functions and responsibilities of any SBE. The Contractor cannot make any changes to the **Final Schedule of Subcontractors** without the prior written consent of BDDD.
- 10.8.8 If the Contractor proposes to terminate or substitute a SBE subcontractor for any reason, the Contractor must make good faith efforts as defined herein to find a substitute SBE subcontractor for the original SBE to meet its SBE contractual commitment. Its good faith efforts shall be directed at finding another SBE to perform or provide at least the same amount of work, material or service under the Contract as the original SBE to the extent necessary to meet its SBE contractual commitment. The Contractor may also find additional SBEs and/or adjust the current/projected SBE participation to meet its SBE contractual commitment.
- 10.8.9 The Contractor must submit an **Intent to Perform as a Subcontractor** form for each proposed new SBE subcontractor. BDDD will approve or disapprove the substitution based on the Contractor's documented compliance with these provisions.
- 10.8.10 All changes to the **Intent to Perform As A Subcontractor** form must be submitted for review and approval through the **Request for Approval of Change to Final Schedule of Subcontractors** form when adding, changing, or deleting any subcontractor.

10.8.11 If the Contractor does not comply with these provisions relating to the modification or termination of, and/or substitution for a SBE subcontractor, the Board may elect to apply Contract remedies as described in the Board's Policies. Additionally, the Board may order the Contractor to forfeit the profits from the terminated portion of the SBE subcontract.

## 10.9 COMPLIANCE AND ENFORCEMENT

10.9.1 These Compliance and Enforcement Provisions address the additional contractual remedies available to Board as a result of Contractor's failure to comply with the obligations set forth in the SBE Program requirements. The contractual remedies set forth in the SBE Program are also applicable to the Contractor's failure to comply with the Program requirements, as well as any remedies available at law or in equity. These remedies are not intended to apply to Contractor's failure to comply with other obligations under the Contract unrelated to the Program requirements or preclude Board's recovery of its actual damages for such unrelated breaches.

10.9.2 The Contractor must forward all necessary documents and information during the course of performance under this Contract and to close out the Contract and must cooperate with BDDD in providing any information, including the final accounting for SBE participation on the Contract.

10.9.3 BDDD is empowered to receive and investigate complaints and allegations by SBEs, third parties or Board Staff, or to initiate its own investigations, regarding Contractor's compliance with the Program requirements. If BDDD determines that an investigation is warranted, the Contractor must fully cooperate with the investigation and provide complete, truthful information to the Board concerning the investigation and Contractor's compliance with the Program requirements.

10.9.4 The failure of the Contractor to meet the SBE contractual commitment or comply with any other aspect of the Program requirements will constitute a material breach of the Contract entitling the Board to exercise any remedy available in this Contract, the Program requirements or applicable law.

10.9.5 The Board may report any suspected false, fraudulent or dishonest conduct relating to the Contractor's performance of the Program requirements to the Board's Department of Audit Services or to any applicable enforcement agency, including the State Attorney General's Office and appropriate federal law enforcement authorities.

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

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

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

10.9.6.3 termination of the Agreement/Contract;

10.9.6.4 suspension/debarment, in accordance with applicable law, of Contractor for a period of time from participating in any solicitations issued by DFW for severity of breach of Contract.

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

## **END OF SPECIAL PROVISIONS**

## **GENERAL TERMS AND CONDITIONS**

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### **1 ASSIGNMENT**

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

### **2 CHANGES IN CONTRACT**

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

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

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

### **4 COMPLIANCE WITH LAWS**

Contractor shall comply with all applicable Federal, State and Local laws, statutes and ordinances, and with all applicable regulations or orders of any governmental department, board,

bureau or agency, including the Board.

## **5 CONFIDENTIAL OR PROPRIETARY INFORMATION**

Any portion of the Contractor's Bid that is marked confidential or proprietary, or clearly states contains trade secrets of the Contractor may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law. If access is requested to information in the Contractor's Bid so marked, the Board shall review the issues thoroughly and, if justified, shall request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

## **6 DELIVERY / PERFORMANCE OF SERVICES**

- 6.1 Performance will be made only upon authorization of the Board's Vice President of PMM and shall thereafter be made if, as, and when required and ordered by the Board.
- 6.2 Performance shall be at the location identified in the Contract or purchase order. When no location is specified, the Board's Technical Representative will provide direction.
- 6.3 The scope of this contract and requirements of the Board as shown in the contract specifications and bid shall not be considered as binding on the Board, and the work actually may be less than or greater than projected.
- 6.4 Bidder warrants that all work under the contract will be of the type and quality specified, and the Board's Vice President of PMM or designee, may reject, and/or refuse work that falls below the quality required in the specifications.
- 6.5 Failure by the Contractor to make reasonable progress as and when requested shall entitle the Vice President of PMM or designee, to seek work from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the Board over and above the bid price.
- 6.6 All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the Board, free and clear of any materialman's, supplier's, or other type liens.
- 6.7 All work performed under this Contract, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type contract.
- 6.8 Authorized Board personnel on a routine basis will make inspections. The Contractor must correct any deficiencies in the work performance disclosed during such inspections following receipt of notification. Continued failure to take such corrective actions could, at the Board's discretion, lead to termination of the Contract.
- 6.9 Failure of Contractor to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Contractor in default.
- 6.10 Acceptance by the Board of any delivery shall not relieve the Contractor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the Board's right to request replacement of defective material.

- 6.11 The Contractor shall at all times when Work is in progress be represented in person, either by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Board.

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

- 7.1 It is the policy of the Board to remove barriers for Small Business Enterprises (SBEs) to compete and create a level playing field for SBEs to participate in Board contracts and related subcontracts.
- 7.2 Additional SBE Program requirements, if any, shall be included in the Special Provisions Section of this Contract.
- 7.3 The Contractor specifically agrees to comply with all applicable provisions of the Board's SBE Program and any amendments thereto. The Contractor agrees to include all Board SBE Program requirements in all subcontracts and to further require all subcontractors to include all SBE Program requirements into all sub-subcontracts. All subcontractors at all tiers agree to comply with all applicable provisions of the Board's SBE Program.

## **8 DISPUTE RESOLUTION**

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

## **9 FINANCIAL INTEREST**

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

## **10 FISCAL YEAR FUNDING**

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

## **11 FORCE MAJEURE**

Neither Contractor nor the Board shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Contract is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "force majeure events"). For purposes of this Contract, force majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the force majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The Board shall not be responsible for payment for any product or service delayed or foreclosed by any force majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the Board from canceling or terminating this Contract (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this Contract.

## **12 INDEMNIFICATION AND HOLD HARMLESS**

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



**LAW.**

- 12.2 **THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**
- 12.3 **CONTRACTOR SHALL PROMPTLY ADVISE THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT.**

**13 INDEPENDENT CONTRACTOR**

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

**14 JURISDICTION**

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

**15 NON-DISCRIMINATION**

As a condition of this Contract, Contractor hereby covenants that it will take all necessary action to insure that, in connection with any Work under this Contract, it will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or Work performed hereunder for a minimum period of three years following final payment by Board or resolution of outstanding issues between the Board and Contractor, whichever is later, with full access allowed to authorized representatives of the Board upon request for purposes of evaluating compliance With this and other provisions of the Contract.

**16 NOTICE OF DELAYS**

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice in writing to the Vice President of PMM, or designee, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the Board of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

**17 PERSONAL LIABILITY OF PUBLIC OFFICIALS**

In carrying out any of the Contract provisions or in exercising any power or authority granted to

him by this Contract, neither the Board's Technical Representative, his/her authorized representatives, nor any employees or officers of the Board shall be personally liable.

## **18 SEVERABILITY**

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

## **19 SUBLETTING OF CONTRACT**

The Board will not recognize any subcontractor on the Work. The Contractor shall at all times when Work is in progress be represented in person, either by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Board's Technical Representative.

## **20 TAX EXEMPTION STATUS**

The Board is a local governmental agency and exempt from all city, state, and federal sales and use taxes. However, it shall be understood this tax-exempt status cannot be utilized by the Contractor for its purchase, lease, or rental of a motor vehicle. Additional sales tax requirements may pertain to this Contract and, if so, will be detailed in the Special Provisions contained herein.

## **21 TEMPORARY SUSPENSION OF THE WORK**

- 21.1 The Board Technical Representative, in conjunction with PMM, shall have the authority to suspend the Work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the performance of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.
- 21.2 In the event that the Contractor is ordered by the Board's Technical Representative, in writing, to suspend Work, in whole or in part, for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, the Contractor shall be paid that part of the Work, if any, not shut down, and for extended overhead, if any relating to the part of the Work suspended. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Technical Representative's order to suspend Work to the effective date of the Technical Representative's order to resume the Work. Claims for extended overhead shall be filed with the Board's Technical Representative within the time period stated in the Board's Technical Representative's order to resume Work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Board's Technical Representative will forward the Contractor's claim to the Board for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the Contract, plans, or specifications.

- 21.3 If it should become necessary to suspend Work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor likely to become damaged in any way.

## **22 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES**

In the event of a default by the Contractor of this Contract or of any one or more Delivery Orders issued hereunder, the Contractor shall be given written notice to cure. Such notice shall describe the default and may, but shall not be required to, recommend a remedy to the default. The Contractor shall have seven (7) days to respond to the notice in writing, which notice shall describe the cure and any associated plan of action. The Contractor shall have thirty (30) days from the date of its receipt of the notice of default to cure the default. If the Contractor has not cured the default on the 31st day after receipt of the notice, the Board may terminate the contract and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default.

## **23 TERMINATION OF CONTRACT FOR BOARD CONVENIENCE**

Whenever the Board, in its discretion, deems it to be in the Board's best interests, it may terminate this Contract for the Board's convenience. Such termination shall be effective thirty (30) days after Board delivers written notice of such termination for convenience to the Contractor. Upon receipt of such notice from Board, Contractor shall not thereafter incur, and Board shall have no liability for, any costs under this Contract that are not necessary for actual performance of the Contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, Board shall have no liability to Contractor for lost or anticipated profit resulting therefrom.

## **24 TERMS OF PAYMENT**

- 24.1 Terms of payment to the successful Bidder will be contingent upon the terms provided in the Contract and based on invoices submitted to and approved by the Vice President of PMM or designee. Invoices shall be fully documented in accordance with the specifications. If no specific payment terms are stated, the terms shall be Net 30.
- 24.2 Payment may be delayed on invoices not listing the Contract number. Invoices shall be priced per unit prices as awarded unless Contractor invoices at a discounted unit price. If Contractor invoices for less than the contracted unit price, the Board has the right to accept invoice and pay the discounted price as full satisfaction of compensation due the Contractor.
- 24.3 Invoices will be paid following delivery and acceptance unless special arrangements are made through the Vice President of PMM for partial payment or progress payments. Progress payments will be made following receipt of a valid invoice submitted by the Contractor. Invoices must reflect only the amount due for accepted portion of the services performed, materials, and equipment furnished for the period covered by each invoice.
- 24.4 Upon payment by the Board, Contractor shall pay each subcontractor the appropriate share of the payment no later than the seventh (7th) calendar day after the day on which the Contractor receives payment from the Board.
- 24.5 Unless otherwise directed, invoices shall be submitted by mail, fax or email to:

Dallas/Fort Worth International Airport Board  
Procurement and Materials Management Department  
Attn: Contract Accounts Payable

P. O. Box 619428  
Dallas/Fort Worth Airport, Texas 75261-9428  
Fax: 972-973-5601  
Email: [imaging@dfwairport.com](mailto:imaging@dfwairport.com)

USE ONLY ONE METHOD OF INVOICE DELIVERY

## **25 THIRD-PARTY BENEFICIARY CLAUSE**

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

**END OF GENERAL TERMS AND CONDITIONS**

**PROPOSAL RESPONSE FORMS**

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

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

**1 PROPOSAL PRICING:**

1.1 The Responding Firm should use the definitions found in the Scope of Work, Section 2.4 as a guideline in completing the following pricing table. Note the positions listed are to serve solely as a guideline for pricing purposes only since equivalent roles can be priced as long as the description of services is met. In addition, the quantities provided are estimates only and should not be viewed as a guarantee of work for any particular position. The estimates provided are measured in hours and are based on one year of service.

Position	Estimated Quantity	Hourly Rate	Extended Cost
On-Site Project Manager	500	\$	\$
Off-Shore Project Manager	1000	\$	\$
On-Site BPM Solution Architect	250	\$	\$
Off-Shore BPM Solution Architect	250	\$	\$
On-Site Senior BPM Architect	500	\$	\$
Off-Shore Senior BPM Architect	500	\$	\$
On-Site BPM Consultant / Developer	250	\$	\$
Off-Shore BPM Consultant / Developer	250	\$	\$
On-Site Senior BPM Consultant / Developer	2000	\$	\$
Off-Shore Senior BPM Consultant / Developer	2000	\$	\$
On-Site Quality Assurance Tester	1500	\$	\$
Off-Shore Quality Assurance Tester	1500	\$	\$
<b>Grand Total</b>			\$

Rate markup for Year 2 (optional year): \_\_\_\_\_ %  
 Rate markup for Year 3 (optional year): \_\_\_\_\_ %  
 Rate markup for Year 4 (optional year): \_\_\_\_\_ %  
 Rate markup for Year 5 (optional year): \_\_\_\_\_ %

**2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):**

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

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

Yes, Agree to Cooperative Purchasing Provision

No, Do Not Agree to Cooperative Purchasing Provision

**3 INSURANCE REVIEW VERIFICATION**

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

Yes       No

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

Yes       No

**4 ORGANIZATIONAL SUMMARY INFORMATION**

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1. PROPOSAL FIRM: \_\_\_\_\_
2. Social Security or Taxpayer Identification Number: \_\_\_\_\_  
(NOTE: Submit copy of Proposer's current W-9 Form.)
3. In what state is the principal place of business? \_\_\_\_\_
4. Does the state in which the principal place of business or home office is located have local supplier or manufacturer preference laws? No  Yes  If yes, give applicable percentage: \_\_\_\_\_%, or other conditions:  
\_\_\_\_\_
5. Optional Information:

- SBE
- American Indian Female Owned
  - American Indian Male Owned
  - Asian Pacific American Female Owned
  - Asian Pacific American Male Owned
  - Black American Female Owned
  - Black American Male Owned
  - Caucasian Female Owned
  - Caucasian Male Owned
  - Hispanic Female Owned
  - Hispanic Male Owned
  - Indo American Female Owned
  - Indo American Male Owned

Other (Please Define):  
\_\_\_\_\_

- Certified as a State of Texas Historically Underutilized Business (HUB)

ID Number: \_\_\_\_\_

- Certified as Small Business Enterprise

Certification Agency: \_\_\_\_\_

Certification Number: \_\_\_\_\_

Additional Comments if Desired:  
\_\_\_\_\_

## 5 WORK FORCE COMPOSITION

NAME OF BIDDING FIRM / CONTRACTOR \_\_\_\_\_

DATE \_\_\_\_\_

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

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

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

**REMARKS:**



**6 COMMITMENT TO SBE PARTICIPATION**

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**Commitment to Small  
Business Enterprise (SBE) Participation Form**  
*(This form is required as part of the bid/proposal submission.)*

The SBE goal for Solicitation/Contract # 8004937 is 0%.

**NOTE:** The BDDD will only credit SBE participation that is certified by an approved certification entity at the time of bid/proposal submission. **Certification certificates must be included with bid submission or bid will be deemed non-responsive.** Effective 10/1/12, in addition to having a valid certification, SBEs must also have a place of business in the Airport's market area<sup>1</sup> at the time of bid/proposal submission for credit towards meeting a contract goal.

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

\_\_\_\_\_ The Contractor is committed to meeting the SBE goal by self-performing as an SBE-certified Prime Contractor.

\_\_\_\_\_ The Contractor is committed to a minimum of \_\_\_\_\_% SBE utilization on this Contract utilizing subcontractor participation.

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

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

Name of Prime Contractor: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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<sup>1</sup> The Airport's market area is defined as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, and Wise counties.

**7 SCHEDULE OF SUBCONTRACTORS**

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

Prime Bidder/Contractor: \_\_\_\_\_  
 DBE    SBE    MBE    WBE    NON-D/S/M/WBE

Contract Name: \_\_\_\_\_

Contract/Solicitation Number: \_\_\_\_\_

As part of the procedures for the submission of a completed bid/proposal, all bidders/proposers are required to identify ALL participating subcontractors applicable to the above project and include this form as part of the bid. Check all Certification Status categories that apply to each subcontractor; however, **only the shaded category shall be credited towards the established diversity goal**. The submission of this information is considered an issue of responsiveness, and the Airport Board will not award a Contract to any Contractor who has not supplied this documentation. Use additional sheets if necessary.

Name of Subcontractor(s)	Certification Status <sup>2</sup> (check the applicable)					Description of Material or Service Being Provided or Performed	Dollar Amount (\$) and Percentage (%) of Work
	DBE	SBE	MBE	WBE	NON		
Dollar Amount & Percentage of Work to be Completed by Non-D/SBE Subcontractors							
Dollar Amount & Percentage of Work to be Completed by D/SBE Subcontractors							
Dollar Amount & Percentage of Work to be Self-Performed by the Prime							
Total Dollar Amount & Percentage of Work (The Total Amount shall equal the amount proposed on summary of bid/proposal page)							

**NOTE: Certification certificate or letter MUST be attached to this form or it will be deemed non-responsive**

**PRIME CONTRACTOR'S CERTIFICATION**

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise positive, good faith efforts (as defined by the Board's D/S/M/WBE Program) in support of the Board's disadvantaged/small/minority/woman-owned business intent and objective may result in being considered non-responsive to the Board's requirements. Furthermore, it is understood and agreed that, if awarded a Contract by the Airport Board, the Contractor will not make additions, deletions or substitutions to this certified list of D/S/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 D/S/M/WBE 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 D/S/M/WBE programs as deemed necessary including but not limited to audits of submitted D/S/M/WBE information applicable to the Contractor/subcontractors participating on the Contract.

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

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

<sup>1</sup> Any named person, firm, partnership, corporation, association or joint venture as herein provided identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under Contract to a prime Contractor on an Airport Contract at any tier.  
<sup>2</sup> In order to credit the participation of disadvantaged/small/minority and woman-owned businesses, firms must be certified as D/S/M/WBEs by a certification agency approved by the Airport Board as defined in the D/S/M/WBE Policies and Administrative Procedures.

# SCHEDULE OF SUBCONTRACTORS<sup>1</sup> (FINAL)

Prime Bidder/Contractor: \_\_\_\_\_  
 DBE    SBE    MBE    WBE    NON-D/S/M/WBE

Contract Name: \_\_\_\_\_

Contract/Solicitation Number: \_\_\_\_\_

As part of the procedures for the submission of a completed bid/proposal, all bidders/proposers are required to identify ALL participating subcontractors applicable to the above project and include this form as part of the bid. Check all Certification Status categories that apply to each subcontractor; however, **only the shaded category shall be credited towards the established diversity goal.** The submission of this information is considered an issue of responsiveness, and the Airport Board will not award a Contract to any Contractor who has not supplied this documentation. Use additional sheets if necessary.

Name of Subcontractor(s)	Certification Status <sup>2</sup> (check the applicable)					Description of Material or Service Being Provided or Performed	Dollar Amount (\$) and Percentage (%) of Work
	DBE	SBE	MBE	WBE	NON		
Dollar Amount & Percentage of Work to be Completed by Non-D/SBE Subcontractors							
Dollar Amount & Percentage of Work to be Completed by D/SBE Subcontractors							
Dollar Amount & Percentage of Work to be Self-Performed by the Prime							
Total Dollar Amount & Percentage of Work (The Total Amount shall equal the amount proposed on summary of bid/proposal page)							

**NOTE: Certification certificate or letter MUST be attached to this form or it will be deemed non-responsive**

### PRIME CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise positive, good faith efforts (as defined by the Board's D/S/M/WBE Program) in support of the Board's disadvantaged/small/minority/woman-owned business intent and objective may result in being considered non-responsive to the Board's requirements. Furthermore, it is understood and agreed that, if awarded a Contract by the Airport Board, the Contractor will not make additions, deletions or substitutions to this certified list of D/S/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 D/S/M/WBE 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 D/S/M/WBE programs as deemed necessary including but not limited to audits of submitted D/S/M/WBE information applicable to the Contractor/subcontractors participating on the Contract.

Name and Title of Authorized Representative: \_\_\_\_\_ (Please print or type)

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

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

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

**8 INTENT TO PERFORM/CONTRACT AS A SUBCONTRACTOR**

**INTENT TO PERFORM CONTRACT AS A D/S/M/WBE SUBCONTRACTOR<sup>1</sup>**

The Airport requires that disadvantaged, small, minority and woman-owned businesses be certified as D/S/M/WBEs by an approved certification agency as defined in the DBE, SBE, and M/WBE Policy and Administrative Procedures. Effective 10/1/12, in addition to having a valid certification, MBEs, WBEs and SBEs must have a place of business in the Airport's market area<sup>2</sup> at the time of bid/proposal submission for credit towards meeting a contract goal.

1. Contract/Solicitation Number: \_\_\_\_\_
2. Name of Prime Contractor: \_\_\_\_\_
3. Address, City, State and Zip: \_\_\_\_\_
4. E-Mail Address: \_\_\_\_\_ Telephone: \_\_\_\_\_
5. The Prime Contractor designates the following person as their high-level official designated to administer and coordinate the efforts to carry out the D/S/M/WBE policy on behalf of the Prime Contractor:

\_\_\_\_\_  
(Name and Title – Please Print)

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

1. The undersigned D/S/M/WBE subcontractor has a place of business in the Airport's market area (✓ if applicable)
  - Name of D/S/M/WBE Subcontractor \_\_\_\_\_
  - Address, City, State and Zip \_\_\_\_\_
  - E-Mail Address: \_\_\_\_\_ Telephone: \_\_\_\_\_
  - Scope of Work: \_\_\_\_\_
  - Price: \_\_\_\_\_
  - D/S/M/WBE Certification # \_\_\_\_\_ Certification Agency: \_\_\_\_\_
  - 2<sup>nd</sup> Tier Subcontracting: \_\_\_\_\_% of the proposed subcontract described above will be sublet and/or awarded to **Non-D/S/M/WBE** contractor(s).

_____ (Name of D/S/M/WBE Subcontracting Firm)	_____ (Address, City, State and Zip)	_____ (Telephone)
_____ (Signature of Owner, President or Authorized Agent)	_____ (Printed name)	_____ (Date)

**DECLARATION OF PRIME CONTRACTOR**

I HEREBY DECLARE AND AFFIRM that as a duly authorized representative of the Prime Contractor stated above, I have personally reviewed the material and facts set forth in this form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true and the owner or authorized agent of the D/S/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 D/S/M/WBE subcontracting firm stated above. Except as authorized by the Vice President of Business Diversity & Development Department or his designee, the undersigned shall enter into a formal agreement with the listed D/S/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 D/S/M/WBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.

_____ (Signature of Owner, President or Authorized Agent)	_____ (Name)	_____ (Date)
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<sup>1</sup> Any named person, firm, partnership, corporation, association or joint venture, as herein provided, identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under Contract to a Prime Contractor on an Airport Contract at any tier.

<sup>2</sup> The Airport's market area is defined as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, and Wise counties.

**9 D/S/M/WBE GOOD FAITH EFFORT PLAN**

## D/S/M/WBE GOOD FAITH EFFORT PLAN

*NOTE: Complete form and attach support documentation only if the SBE goal is not achieved.*

The following factors are taken into account when assessing a good faith effort response. These factors are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the contract-specific SBE goal. These factors should not be considered as a template, checklist or some quantitative formula. Proposers are required to meet all factors outlined below and provide support documentation in order for the good faith effort plan to be assessed. **CHECKING THE BOXES ONLY AND NOT SUBMITTING PROPER SUPPORT DOCUMENTATION IS NOT EVIDENCE OF A PROPER DEMONSTRATION OF GOOD FAITH EFFORT. SUBMITTAL OF THE CHECKLIST, 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

GOOD FAITH EFFORT FACTORS	Yes (√) No	
Whether the Contractor attended any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities for SBE participation <i>(acceptable documentation shall include copies of the meeting sign-in sheets with Contractor name noted as signed-in)</i>		
Whether the Contractor advertised in general circulation, trade association, and/or SBE focused media concerning subcontracting and supplier opportunities <i>(acceptable documentation shall be copies of advertisement, newspaper page where advertisement was posted or print media confirmations);</i>		
Whether the Contractor provided written notice via email or facsimile to a reasonable number of SBEs and/or contacted a reasonable number of SBEs via telephone about the subcontracting/supplier opportunities. <i>(acceptable contact modes for solicitation shall be letters, facsimile transmissions, telephone communications and email);</i>		
Whether the Contractor solicited SBEs at least five (5) business days prior to bid opening and whether the Contractor followed up those initial solicitations of interest by contacting SBEs at least three (3) business days prior to bid opening to determine with certainty whether the SBEs were interested <i>(appropriate steps may be demonstrated by second contact attempts by letter, facsimile transmission, telephone communication or email, if bidder/proposer failed to make contact on its first attempt);</i>		
Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the SBE goals including, where appropriate, breaking down the Contract into economically feasible subcontracts to facilitate SBE participation. <i>(The bidder/proposer shall make a moderate and reasonable adjustment to the normal and practiced industry standard that demonstrates a reasonable willingness to divide up scopes of work to provide more opportunities for SBEs to bid/quote);</i>		
Whether the Contractor provided interested SBEs with adequate information about the plans, specifications, scope of work and requirements of the Contract or adequate information about the locations of the plans, specifications, scope of work and requirements of the Contract <i>(such access shall be provided at least five (5) business days before bid date or proposal submission);</i>		
Whether the Contractor fairly investigated and evaluated the interested SBEs' regarding their capabilities, not rejecting SBEs as unqualified without sound reasons based on a thorough investigation. Also, whether the Contractor provided verification, including a statement giving the Contractor's reasons for its conclusion, that it rejected each non-utilized SBE because the SBE was not qualified. <i>(Appropriate steps may be demonstrated with a summary matrix that identifies all bidders/proposers, evaluation criteria, assessments, conclusions and verifications);</i>		
Whether the Contractor negotiated in good faith with interested SBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested SBE firms. Also, whether the Contractor provided written documentation why the Contractor and each of the SBEs contacted did not succeed in negotiating an agreement <i>(Good faith negotiation shall mean scheduled meaningful discussions that demonstrably seek to find reasonable ways to utilize the SBE on the Contract);</i>		

Whether the Contractor made efforts to assist interested SBEs in obtaining Board or Contractor-required bonding, lines of credit, insurance, etc.;		
Whether the Contractor made efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;		
Whether the Contractor effectively used the services of available minority and women community organizations; chambers and contractor groups; local, State, and Federal business assistance offices, and other organizations that provide assistance in the identification of SBEs ( <i>acceptable contact modes for solicitation shall be letters, facsimile transmissions, telephone communications and email, list(s) of SBEs identified, marketing brochure or flyers</i> );		
Whether the Contractor obtained written documentation from the Board's approved Surety Support Consultant, if applicable, or from a <u>bona fide</u> surety company indicating that bonding was denied and for what reason(s), prior to the SBE being rejected as a potential subcontractor for failing to obtain Contractor-required bonding. Documentation furnished by a surety company will be subject to verification by BDDD.		

Whether other Contractors have attained a sufficient level of SBE participation to meet the Contract goals will also be taken into consideration in determining whether the Contractor has made a good faith effort.

**AFFIRMATION**

*I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONCESSION CONTRACT.*

**NAME AND TITLE OF AUTHORIZED OFFICIAL:**

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

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

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

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

**10 REQUEST FOR APPROVAL OF CHANGE TO ORIGINAL SCHEDULE OF SUBCONTRACTORS**

Contract/Solicitation Number \_\_\_\_\_

Project Name \_\_\_\_\_

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

**CHANGE**

Check (X) block for each transaction.

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

**JUSTIFICATION**

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


**CERTIFICATION OF AFFIDAVIT**

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

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

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

Routed To: \_\_\_\_\_ Approved by: \_\_\_\_\_

(Check One)  
 Airport Development & Engineering Dept.  
 Procurement & Materials Management Dept.

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

**11 INSURANCE AFFIDAVIT**

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Dallas Fort Worth International Airport Board Solicitation No. 8004937

NAME OF PROPOSER: \_\_\_\_\_

***To be completed by the Proposer:***

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 8004937, and said insurance shall be provided without change to the prices offered.

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

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

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

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

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***To be completed by Proposer's insurance provider:***

I confirm that, if awarded the Contract, the Bidding Firm stated above either has insurance coverage or can obtain coverage in compliance with the requirements of DFW International Airport Board Solicitation No. 8004937. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.

Insurance Agency: \_\_\_\_\_

Insurance Agent's Name (please print): \_\_\_\_\_

Insurance Agent's Signature: \_\_\_\_\_

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



**12 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.)

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

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

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

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

**13 PROPOSAL ENDORSEMENT FORM**

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

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

PROPOSAL FOR SOLICITATION NO. 8004937

SUBMITTED BY:

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**(OFFICIAL NAME OF PROPOSING FIRM)**

By: \_\_\_\_\_  
(Original Signature of Proposing Firm's Authorized Agent)

***Must be signed for proposal  
to be considered responsive***

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Email or Telephone Number)

\_\_\_\_\_  
(Date Signed)