



DALLAS/FORT WORTH
INTERNATIONAL AIRPORT

REQUEST FOR BID – GOODS CONTRACT

Solicitation No. 7005874 CLEANING SUPPLIES

Bid Opening and Deadline for Bid Submittal:

May 9, 2013 at 11:00 a.m. (Central Time)

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

BIDS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

DFW Airport Contact:

**Shannon Hamilton
972-973-5601 (fax)
shhamilton@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-Bid Conference Will Be Held

Date and Time: April 23, 2013 at 11:00 a.m.

Location: PMM Conference Room, Street Address above

SOLICITATION SUMMARY

1. GENERAL DESCRIPTION

Contract to supply cleaning products as needed throughout the term of the contract

2. SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this Solicitation. The Dallas-Fort Worth International Airport (Airport) reserves the right to revise the Tentative Schedule of Events as necessary.

Pre-Bid Conference:.....April 23, 2013 at 11:00 a.m. (Central Time)

Deadline for Questions:.....April 30, 2013 (Central Time)

Bid Due and Bid Opening Date and Time:..... May 9, 2013 at 11:00 a.m. (Central Time)

Airport Approval Date:..... June 7, 2013

Limited Notice to Proceed June 8, 2013

Full Notice to Proceed June 14, 2013

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

The SBE goal for this contract is 0 %.

5. APPLICABLE LAWS

The Dallas-Fort Worth International Airport is conducting this solicitation in accordance with Texas Local Government Code Title 8, Subtitle A, Chapter 252.

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



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

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GENERAL BID INSTRUCTIONS AND REQUIREMENTS

A bid is requested by the Dallas-Fort Worth International Airport Board (Airport). The Airport will accept separate sealed bids until the deadline for bid submittal. Bids received will be publicly opened and read aloud at the time and location indicated in this cover page of this Request for Bid (Solicitation).

1 DEFINITIONS

- 1.1 **Bid or Bid Submittal** may be used throughout this document to reference the documents submitted from a Bidding Firm in response to the Request for Bid.
- 1.2 **Bidder, Bidding Firm, or Supplier** may be used throughout this document to reference the firm submitting a bid.
- 1.3 **Contractor or Successful Bidder** may be used throughout this document to mean a Bidder that is awarded a Contract as a result of this Request for Bid.
- 1.4 **Dallas-Fort Worth International Airport Board** may also be referenced throughout this document as DFW Airport Board, DFW Airport, Airport Board, Airport, or Board.
- 1.5 **Request for Bid (RFB) or Solicitation** may be used throughout this document to mean this entire document, which includes details of requirements, and the terms and conditions applicable in a resulting contract.

2 CONTACT INFORMATION

- 2.1 It is the Bidder's responsibility to obtain clarification of any information contained herein.
- 2.2 Bidders must submit all questions or requests for clarification **ONLY** in writing and **ONLY** to the person designated as the DFW Airport Contact for this RFB. The Airport may reject the bid from any Bidder that contacts other Airport personnel for information or clarification on this RFB.
- 2.3 Prospective Bidders must reference the Solicitation Number in all correspondence pertaining to this Request for Bid.

3 PRE-BID CONFERENCE

- 3.1 If a Pre-Bid conference is held, it shall be held at the time, date and place identified on the Cover Page of this Request for Bid and shall be open to all interested parties for the purpose of discussing the requirements of the solicitation.
- 3.2 All Prospective Bidders are strongly encouraged to attend.
- 3.3 Bidders that do not attend may be required to provide additional information or documentation to validate that they fully understand the Airport's requirements.
- 3.4 It is the responsibility of the Bidder to fully understand the scope of work and the conditions under which any Work is to be performed. Failure to attend a Pre-Bid conference or request additional information shall not relieve a Successful Bidder from full performance of any resulting Contract to the satisfaction of the Airport.

4 ADDENDA AND CLARIFICATIONS

- 4.1 The Airport may elect to issue changes to the Request for Bid. The Airport will issue changes to the RFB **ONLY** in the form of a written addendum. Other written information or verbal communications, including but not limited to discussion in a Pre-Bid conference, shall not constitute a change to the requirements of the Solicitation.
- 4.2 The Airport will post any addendum issued on the Airport's website (www.dfwairport.com) prior to the deadline to submit Bids. The Airport will also send an email notification to all known Prospective Bidders. In order to receive email notifications, Prospective Bidders are encouraged to alert the DFW Airport Contact that they are interested in submitting a bid.

- 4.3 It is the Bidder's responsibility to ensure receipt of any addenda issued. The Bidder must sign all addenda and return them with their bid. Addenda shall become part of the Contract documents.
- 4.4 If the Airport issues a clarification to the RFB, it will be issued separately and will not become part of the final Contract.

5 SMALL BUSINESS ENTERPRISE (SBE)

- 5.1 The Airport strongly encourages certified SBEs to participate in this solicitation and encourages joint venture Bids that include certified SBE 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 If the Airport sets a SBE goal for this requirement, important information will be included in the Special Provisions section of this RFB. Bidders are directed to review the Special Provisions and the related forms within this Solicitation document for specific goal and compliance requirements.

6 ENVIRONMENTALLY PREFERABLE PURCHASING

- 6.1 The Airport has adopted environmental purchasing guidelines to ensure that products and services meet its environmental goals. The Airport will give preference (whenever feasible) to products that:
- Cut back on greenhouse gas emissions or are made with renewable energy;
 - Decrease the use of toxins detrimental to human health and to the environment;
 - Contain the highest possible percentage of post-consumer recycled content;
 - Cut back on air, land, and/or water pollution;
 - Reduce the amount of waste they produce;
 - Are reusable or contain reusable parts; and/or
 - Are multifunctional.
- 6.2 The Airport may ask its suppliers to offer environmentally preferable products, work to meet or exceed environmental performance expectations, and/or show documentation of their supply-chain impacts.
- 6.3 The Airport may specify environmentally preferable products and services in the solicitation. Environmentally preferable products and services of similar quality and price to conventional counterparts shall gain a purchasing preference. When the greenest option is not available, is too costly, or impractical, the Airport may then consider how the products are produced, as well as the environmentally and socially responsible management practices of suppliers and producers.

7 WARRANTY

Bidders must include manufacturers' standard warranty for parts and labor in the prices bid and must meet or exceed any warranty requirement specified herein.

8 BID PREPARATION

- 8.1 Submittals: Bidder must complete and submit all Bid Response Forms, all addenda, and any other requested information and documentation as part of its Bid. Bidder's failure to include all submittals may be cause to consider its bid non-responsive.
- 8.2 Completing the Business Disclosure Form:
- List your entire legal business name on the form.
 - If you are a corporation, limited partnership, limited liability partnership or limited liability company, your legal business name should include that designation or an abbreviation of that designation.
 - If the mailing address is the same as the business address write, "same" in the space under mailing address. Do not copy the mailing address or leave blank.
 - Under business structure, check only one box. The next section is filled out only if your company

is a corporation.

- If your business is a corporation, check the box for profit or non-profit, and public or private. These boxes must be checked. If you are an S corporation, professional, parent-sub, or close mark the appropriate box as well.
- The state, month and year of your company's incorporation, registration or formation needs to be filled in. This is either the date you registered with the county clerk, or filed with the secretary of state.
- List the names of all owners or partners in the company who hold more than 10%. If the company is publicly owned, list the stock exchange it is traded on and the symbol. If your company is traded on a foreign exchange, name the foreign exchange it is traded on.
- Fill in names of Joint Venture owners if applicable.
- The percentage of ownership needs to be filled in unless the company is publicly traded. All of the owner's names (who own more than 10%) need to be listed with their corresponding percentages of ownership in this space. Please use whole or half numbers. If the list of owners' percentages do not equal to 100%, you may write: "all others own less than 10%."

8.3 Endorsing the Bid: An authorized officer of the Bidding Firm must sign their Bid. Signing the Bid signifies the firm's bid is valid and that the firm agrees to comply with all requirements set forth in the Solicitation, except where properly documented in the Bid Response Forms. The Airport shall reject any unsigned bid.

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

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

8.6 Tax Exempt Status: Purchases by the Airport are exempt from sales and use tax under Section 151.309 of the Texas Tax Code (Code). In addition, tangible personal property and taxable services purchased by the Contract to resell to the Airport under this Contract may also be exempt from sales and use tax under Code Section 151.302.

8.7 Acceptance of Requirements: Bidders must clearly describe on the Bid Response Form, any exception they wish to take to the Airport's Special Provisions, General Terms and Conditions, or Specifications. If the Bidder does not clearly indicate in their Bid that they are requesting an exception, the Airport shall conclude that the Bidder accepts all Special Provisions, General Terms and Conditions, and Specifications as written. If the Airport subsequently awards a Contract to that Bidder based on this conclusion, the Bidder shall be bound to honor his offer and comply with all requirements of the RFB. The Airport will review exceptions requested by Bidders; however, the Airport may decide it is not in its best interest to accept a request for exception and declare the Bid non-responsive. The Airport's decision in this matter shall be final.

8.8 Brand Name or Equal: The Airport may reference specific manufacturers and model numbers in the Specifications in order to establish an understanding of the quality and characteristics of products it deems acceptable. Bidders are to consider these references descriptive, not restrictive unless the Airport specifies that no substitutes will be allowed. If not so specified, Bidders may offer other makes and models (alternate products) for consideration by following the instructions for offering alternate products.

8.9 No Substitute: The Airport may reference specific manufacturers and model numbers with the note "**No Substitute**" or "**No Sub**" in the Specifications or Bid Pricing Form(s). In this case, Bidders are required to submit their Bids for the specific manufacturers and model numbers referenced. The Airport will not consider alternate products offered for these items unless the manufacturer has discontinued the referenced product.

8.10 Alternate Products: Alternate products are products offered by the Bidder instead of the product specified in the Request for Bid. Suitable alternate products must be equal in quality, design use, operational size and characteristics.

8.10.1 If the Bidder does not clearly indicate in their Bid that they are offering an alternate product, the

Airport shall conclude that the Bidder is offering the brand name and product model referenced. If the Airport subsequently awards a Contract to that Bidder based on this conclusion, the Bidder shall be bound to provide the brand name and model referenced at the unit price offered in their Bid.

- 8.10.2 If the manufacturer has discontinued a product the Airport has listed in the Specifications, Bidders should so note and propose a suitable alternate product.
- 8.10.3 The Airport will not approve alternate product(s) prior to the deadline to receive bids. The Airport will evaluate alternate products after all bids are received and will determine if alternate products are acceptable. The Airport's decision in this matter shall be final.
- 8.10.4 Bidder must note any difference in their alternate product from the product specified in the RFB on the Bid Response Form and attach a document that details the differences in the products. The Airport may declare any Bid non-responsive that does not include the required information on an alternate product.
- 8.10.5 Bidders must submit with their bid a manufacturer's technical data sheet and, if applicable, the material data safety sheet (MSDS) for the alternate product offered.
- 8.10.6 Bidders proposing alternate products must be prepared, if requested by the Airport, to demonstrate that the alternate products offered are equivalent to the specified products and capable of achieving the desired results. Bidders shall provide such demonstration(s) at their expense in a manner best representative of the requirements to be met and at a schedule convenient to the Airport.
- 8.10.7 Bidders must state in their Bid Submittal if product samples, if requested, are to be returned at the conclusion of the product evaluation process.
- 8.11 Alternate Bids: Alternate bids are herein defined as additional offers submitted by a Bidder for Airport consideration. Alternate bids must be submitted separately and clearly labeled "Alternate Bid." Bidders must detail any product, service or performance modifications offered in the alternate bid. The Airport reserves the right to accept or reject an alternate bid.
- 8.12 Delivery After Receipt of Order (ARO): Timely delivery is an important factor to the Airport and Bidders must state their delivery lead times in their Bid Submittal. Delivery ARO is that period elapsing from the time the Airport places an order until the Airport receives the order at the specified delivery location.
- 8.13 Confidential or Proprietary Markings: The Airport must comply with the Public Information Act (Texas Government Code Title 5, Subtitle A, Chapter 552).
 - 8.13.1 A Bidder must clearly mark any portion of their Bid Submittal that they believe contains confidential or proprietary information, or trade secrets. Bidder should not mark their entire Bid Submittal "Confidential" and/or "Proprietary".
 - 8.13.2 Said marking does not guarantee the Airport will not release the information under the Public Information Act or as otherwise required by law.
 - 8.13.3 Airport Legal Staff will thoroughly review requests for documents that are marked Confidential and/or Proprietary and, if appropriate, request an opinion from the Texas Attorney General's office prior to releasing documents requested under the Public Information Act.
- 8.14 Cooperative Purchasing Agreement: If the Successful Bidder agrees, the Airport may allow other local governmental entities to participate in the contract, under the same terms and conditions. See General Terms and Conditions for more detail. Bidder's authorized agent must indicate on the Bid Response Form (Section 2b) if Bidder agrees to allow other governmental entities to participate in a Contract, if awarded. Bidders are not required to agree to this provision in order to be considered responsive to the RFB.

9 SUBMITTAL OF BIDS

- 9.1 **The Airport will accept hard copy bids no later than the Deadline for Bid Submittal stated on the Request for Bid cover page.**
 - 9.1.1 Bidders must sign, seal and deliver bids to the Airport location stated on the RFB Cover Page.

- 9.1.2 **The Airport will not consider unsigned, unsealed or late bids.**
- 9.1.3 The Airport will **not** consider bids submitted by email, facsimile or other electronic means.
- 9.1.4 The Bidder must address their sealed Bid Submittal to the attention of the PMM Department and clearly indicate the Solicitation Number and Bid Opening Date and Time. See the Bid Preparation Forms Section of this Solicitation for label that may be used.
- 9.2 Bids must be valid for ninety (90) days after Bid Opening day and time
- 9.3 The Airport has provided Bid Preparation and Response Forms as a part of this RFB package. Bidders may find electronic versions of the Bid Response forms on the Airport's website under Business Opportunities, Solicitation Schedules (<http://www.dfwairport.com/business/solicitations/index.php>), or upon request.
- 9.4 Bidders must fully complete all forms, sign as applicable, and submit the following with their Bid.
- Request for Bid Cover Page
 - All Bid Response Forms
 - All Addenda released by the Airport for this RFB.
 - Any additional information or documentation requested under the Special Instructions Section.
- 9.5 The Airport may declare a Bid non-responsive if the Bidder fails to properly complete and include all required documents and information in their Bid Submittal.
- 9.6 Bids submitted are final and are not negotiable; therefore, Bidder must provide their best and final pricing in their Bid response.

10 PUBLIC BID OPENING

- 10.1 The Airport will open all Bids properly received in a public meeting and read the bids aloud. The meeting location (identified on the Cover Page of this Request for Bid) is accessible. The public may request special accommodations or interpretive services up to 48 hours prior to meeting by contacting the person identified as the DFW Airport Contact on the Cover Page of this RFB.
- 10.2 Bid tabulations will be placed on the Airport's website once bid evaluations are complete.

11 WITHDRAWING BIDS

- 11.1 A Bidder, by submitting a bid, warrants and guarantees that they carefully reviewed the Bid and it is in all things true and accurate. If a Bidder subsequently discovers a material mistake in their bid, they may request to withdraw their bid from consideration.
- 11.2 To withdraw a Bid, the Bidder must submit a request in writing to the Vice President of Procurement and Materials Management (PMM VP).
- 11.2.1 The request to withdraw a bid must state the reason for withdrawal request.
- 11.2.2 Any request made after the bid opening time must include the details of the material mistake made.
- 11.3 If a Bidder requests to withdraw their bid before the bid opening time, and the PMM VP or Designee accepts the request to withdraw, then the Airport will return the Bid to the Bidder unopened.
- 11.4 If a Bidder requests to withdraw their bid after the bid opening time, and the PMM VP or Designee accepts the request to withdraw, then the Airport shall declare the Bid null and void and it may not be reinstated as a valid Bid thereafter.

12 REJECTION OF BIDS

- 12.1 The Airport shall automatically reject any Bid submitted after the Deadline for Bid Submittal and return it unopened to the Bidder.

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

13 BID AWARD

If the Airport awards a Contract as a result of this Solicitation, the selection of the Successful Bidder will be based on the evaluation criteria detailed in the Evaluation of Bids section of this RFB.

14 CONTRACT WITH THE AIRPORT

- 14.1 A Bid, when accepted by the Airport, constitutes a Contract between the Airport and the Successful Bidder. Acceptance may take the form of an Acceptance Letter or Purchase Order issued by the Airport, or a Contract document issued by the Airport and executed by both parties, followed by a Notice to Proceed issued by the Airport. Each of these forms constitutes a legal contract equally binding between the Successful Bidder and the Airport. After bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.
- 14.2 If the Airport awards a Contract, the documents listed below shall be made a part of the contract, in the order of precedence listed. The documents listed shall constitute the entire Contract between the parties.
- Addenda, if applicable
 - Accepted Exceptions, if applicable
 - Solicitation Specifications
 - Special Provisions
 - General Terms and Conditions
 - Contractor's Bid Response Forms
- 14.3 Bidders are required to review all the terms, conditions and contract provisions contained in this Request for Bid to ensure they concur with and can comply with all requirements.

END OF GENERAL BIDDING INSTRUCTIONS AND REQUIREMENTS SECTION

SPECIAL BID INSTRUCTIONS AND REQUIREMENTS

1 BIDDING ALL ITEMS:

Bidders must provide pricing, delivery time, and product information for all items in a bid category to be considered responsive in that category.

2 COMPLETING THE BID PRICING FORM (RFB ATTACHMENT A)

2.1 **DFW Product Detail Section:** Bidders must not alter any information provided in the DFW Product Detail Section.

2.1.1 **Item #:** Sequential numbering of all bid items

2.1.2 **DFW ID:** These are Airport Central Warehouse Inventory numbers.

2.1.3 **Estimated Annual Usage:** These are historical order quantities during the period of October 2011 to October 2012 or estimated future annual quantities. These quantities will be used to calculate bid totals and are not guarantees of future orders.

2.1.4 **Typical Order Quantity:** These are the normal quantities of products requested per order for Bidder information only. More or less product may be required in a particular order based on demand.

2.1.5 **Approved Product Manufacturer/Part Number(s):** Each item has one or more products that the Airport has approved. Bidders may submit an offer to provide one of pre-approved products. The Airport will not consider alternate products unless the manufacturer/part number is followed by "or equal".

2.1.6 **Content Size per Unit of Measure (UOM):** This is the size of the product specified. Bidders are requested to provide same content sizes.

2.1.7 **Unit of Measure (UOM):** This is the unit of measure used for the items in the Airport Central Warehouse. The Airport orders and issues the products using the UOM stated for each item listed. The estimated quantity is based on this UOM.

2.1.8 **DFW Packaging:** This is how the products listed are packaged. Bidders are requested to provide similar packaging.

2.1.9 **The last item in each section** is an allowance for purchase of products not specifically listed on the Bid Pricing form. This is an estimated dollar amount to be used for bid evaluation purposes.

2.2 Bidder Response (Product Offering and Price)

2.2.1 **Manufacturer:** Bidder must complete this field, indicating the Manufacturer of the product offered. Provide information for only one of the pre-approved products. If Bidder is not offering a bid for that item, Bidder must indicate with "NB" in this field. No information in this field will also be considered a "no bid".

2.2.2 **Part Number:** Bidder must complete this field, indicating the Manufacturer part number of the product offered. No information in this field will be considered a "no bid".

2.2.3 **Content Size per DFW's UOM:** Bidder must complete his field, indicating the size of the product specified using DFW's UOM (i.e. contents of each instead of contents of case).

2.2.4 **Bidder Packaging:** Bidder must complete this field, indicating how the product offered is packaged. No information in these fields will cause an error in the Bid Calculations and result in the offering for this item to be deemed "non-responsive".

2.2.5 **Price per Bidder Packaging:** Bidder must complete this field, indicating the bid price for the product offered based on the Bidders Packaging (i.e. price for case if case is the packaging indicated in Bidder Packaging field). Remember price must include all costs. No price in this field or pricing based on anything other than Bidder's Packaging will cause an error in the Bid Calculations and result in the offering for this item to be deemed "non-responsive".

- 2.2.6 **Estimated Lead Time in Calendar Days:** Bidder must complete this field, indicating how many calendar days it would take the Bidder to deliver the product after receipt of order. No information in this field will result in the offering for this item to be deemed “non-responsive”.
- 2.2.7 **Summary Fields at the End of Each Section**
- 2.2.7.1 **Bidding Firm:** Bidders must state their firm’s name at the end of each section for identification purposes.
- 2.2.7.2 **Discount for Other Items by Category:** Bidders must complete this field, indicating the discount from list price they will offer to the Airport for other products they can provide similar to the products listed in that category. No response will be considered 0% discount from list and so calculated in the category total.
- 2.3 **Bid Calculations:** Bidders must not alter any calculations in this Section. This section is designed for bid comparison purposes and to arrive at a bid total for evaluation purposes. Successful Bidder(s) may expect contract orders to be placed using pricing based on the Airport Central Warehouse UOM. Bidders should report any calculation errors they may discover in this section to the Airport Contact indicated on the cover page of this Request for Bid.
- 2.3.1 **Bid Price per Each:** This formula converts the Bidder price per packaging to an each price.
- 2.3.2 **Bid Evaluation Extended Price:** This formula multiplies the Bid Price per Each by the Estimated Annual Usage in the DFW Product Detail Section. Calculation of discounts for similar products offered by the Bidder; the Airport’s estimated amount will be reduced by the discount offered by the Bidder.

3 ADDITIONAL BIDDER SUBMITTALS

Bidders must provide information and documentation, as requested in the Bidding Instructions and below, with their Bid Submittal. The Airport intends to review this information to validate the Bidders’ ability and capacity to meet the requirements of this RFB.

- 3.1 **Customer References:** Bidders must provide, on the form provided herein, information on at least four (4) companies for whom their firm has provided similar products under recent contracts, including contact information for the responsible person at each company. By submitting a Bid, the Bidder authorizes the Airport to contact the references provided in order to understand the scope work performed and the Bidder’s performance for the referenced firm.

Bidder must provide the following information for each reference:

- Company: Name of company
- Location: City and State in which referenced company operates
- Contact Information: Name, title, telephone number and e-mail address
- Products Provided: General description of product lines Bidder provided to referenced company
- Volume: Frequency and volume of orders (approximate)
- Value: Total revenue from products provided under the contract (approximate)
- Contract Period: Contract start and ending date (month and year)

3.2 **Value-Added Programs**

- 3.2.1 **Sustainability and Social Responsibility Initiatives:** Bidders must submit, on a separate sheet of paper, information on their firm’s sustainability and socially responsible initiatives and current practices, including but not limited to: recycling, availability of green alternatives in their product line, and inclusion of Small Business Enterprises (SBEs) and/or Minority/Women Business Enterprises (MWBEs) in their supply chain.
- 3.2.2 **Training:** Bidders must submit, on a separate sheet of paper, information on the training opportunities they can provide to the Airport if awarded a Contract, including but not limited to the following:

- Startup Training for Buyers/Product Users: Product orientation, ordering process, delivery and return procedures, customer service contacts, etc.
- Periodic Training: Detail program to provide electronic or on-site training to Airport Staff on topics such as new products, green products and market trends.
- Product Training: Initial and periodic training in proper use of cleaning products to Airport staff and Airport contractors.

3.2.3 **Reporting:** The Airport requires quarterly reports from the Successful Bidder. Bidders must describe their reporting capabilities and report formats.

3.2.4 **Customer Service:** Bidders must provide information on average delivery time after receipt of order, on time delivery record, returns policy, percentage of deliveries that are returned (in whole or part) and program for resolving customer issues.

3.2.5 **Internet Ordering Capabilities:** Bidders must submit, on a separate sheet of paper, information on their capability to provide online ordering.

- Bidders must submit screen shots of their internet ordering website pages that would be equal to what the Airport would use if a contract is awarded.
- Bidders must describe their ability to support Airport's desire to offer green and generic alternative options to buyer queries.
- Bidders must describe their ability to limit products available for purchase to Airport buyers, thereby restricting items that are not allowed under the terms of the contract or by Airport policy.
- Bidder must describe their process for adding buyers (users) and troubleshooting methods to solve user problems (i.e. ordering and delivery).
- Describe administration and maintenance of user access and approval hierarchy.
- The Airport may require Bidders to demonstrate their on-line ordering system capabilities.
- Contract Startup Process: Bidder must describe the initial startup process from receipt of Notice to Proceed (NTP) to ability to place orders under a contract, including but not limited to the following information:
 - ◆ Time needed to complete startup process
 - ◆ What information the Airport would be expected to provide
 - ◆ Dedicated staff assigned to this contract project

END OF SPECIAL BIDDING INSTRUCTIONS AND REQUIREMENTS SECTION

EVALUATION OF BIDS

1. EVALUATION CRITERIA

- 1.1 The Airport intends to award a Contract to the responsive/responsible Bidder or Bidders that meet the specifications and requirements identified herein and offer the lowest price. The Airport reserves the right to evaluate and award a Contract or Contracts as follows:
- Evaluate total extended pricing for all items and award to one Bidder;
 - Evaluate total extended pricing by section or categories and award to multiple Bidders;
 - Evaluate by item, sections or categories of items, and award a primary Contract to one Bidder and secondary Contract(s) to one or more Bidders.
- 1.2 The Airport shall select the evaluation and award option that serves its best interest and the decision shall be final.

2. EVALUATION METHOD

- 2.1 The Airport will tabulate bids for the specified products based on the unit price(s) bid and estimated quantities shown on the Bid Pricing Form. In the case of conflict between unit prices and extended prices, unit prices shall prevail.
- 2.2 The Airport reserves the right to: ask any or all Bidders for clarification; require additional information; visit the Bidders facility; and/or conduct necessary investigations to determine (a) if the product and/or service offered meets the Airport's requirements, (b) the quality and reliability of the Bidder's performance, and/or (c) to determine the accuracy of the bid information.
- 2.3 **No Bids or Non-Responsive Bid Offerings:** For evaluation purposes only, the Airport will factor in a price for "No Bids" or "Non-Responsive Bids" using the highest responsive bid price received for that item. For example, if an item receives the following bids: (1) No Bid; (2) \$1.00; (3) \$1.25, (4) \$1.50; and (5) \$2.00; the Airport will use the price of \$2.00 for the unit price of the "No Bid" item to calculate bid totals. (See Special Bid Instructions for information on "No Bid" and Non-Responsive Bid" determinations.)
- 2.4 **Tie Bids:** If the Airport receives two or more bids that tie for the lowest price and the Airport determines that responsiveness, responsibility and all other factors are equal; the Airport shall notify the Tie Bidders and invite a representative from each firm to attend a meeting where the tie will be broken by drawing lots. If no representatives are able to attend the meeting, the Airport will perform the drawing of lots before two or more impartial witnesses.
- 2.5 If the Airport allows Bidders to offer alternate products, the Airport shall determine if an alternate product offered is acceptable. The Airport shall make said determination in its best interest and the decision shall be final.
- 2.6 The Airport shall evaluate bids based on the following:
- Price;
 - Compliance with the specifications, including, but not limited to product, delivery, completeness and submittal of all required information and forms; and
 - Responsibility of Bidder

3. DETERMINATION OF NON-RESPONSIBLE BIDDER

The Airport may disqualify a Bidder as non-responsible and not consider that Bidder's Bid Submittal for reasons including but not limited to the following:

- 3.1 If the Airport has reason to believe collusion exists among the Bidders;
- 3.2 If the Bidder is in litigation with the Airport, the city of Dallas, or the city of Fort Worth, or where such litigation is contemplated or imminent, in the sole judgment of the Airport;
- 3.3 If the Bidder is in arrears on payment due the Airport or has defaulted on a previous Contract;

- 3.4 If the Bidder lacks competency to perform the contract based on pertinent factors, including but not limited to, experience, capacity, and financial stability, in the sole judgment of the Airport;
- 3.5 If the Bidder failed to perform in a satisfactory manner on a previous Airport Contract, in the sole judgment of the Airport;
- 3.6 If the Bidder thereof has failed to disclose a potential conflict of interest or is discovered to have a conflict of interest in accordance the Airport's Code of Business Ethics;
- 3.7 If the Bidder, or individual officer/principal of the Bidder, or Subcontractor is under criminal indictment or been convicted of a criminal offense.

4. DETERMINATION OF NON-RESPONSIVE BID

The Airport may disqualify a Bid as non-responsive and not consider that Bid Submittal for reasons including but not limited to the following:

- 4.1 If the Bid shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind, in the sole determination of the Airport.
- 4.2 If the Bid is submitted after the time limit for receiving bids;
- 4.3 If the Bid is not signed;
- 4.4 If there exists an unbalanced value of any items;
- 4.5 If the Bid does not meet specifications;
- 4.6 If the Bid does not contain all requested/required information, documents or submittals.

END OF EVALUATION OF BIDS SECTION

SPECIFICATIONS / SCOPE OF WORK

1 GENERAL OVERVIEW

- 1.1 The Dallas-Fort Worth International Airport Board (Airport) intends to establish a Contract for cleaning supplies in support of its Custodial Contracts for public and non-public Airport facilities and various other Airport staff use.
- 1.2 The Airport will place orders for the items listed herein as needed to meet its operational requirements throughout the Contract period. The quantities stated represent annual order estimates and typical order quantities based on historical use and projections; however, the Airport may purchase more or less than projected and makes no guarantee and assumes no liability if actual quantities ordered are less than estimated.
- 1.3 Refer to Special Provisions and General Terms and Conditions for additional information and Contract requirements.

2 SPECIFICATIONS / SCOPE OF WORK

- 2.1 The Airport may award one or more contract(s) for the following categories of cleaning supplies.
 - Hand Cleaners, Soaps and Dispensers
 - Cleaning Tools
 - Cleaning Products
 - Miscellaneous Cleaning Supplies
 - Optional Products, which if selected, will replace numerous Cleaning Products, as indicated on the Bid Pricing Form.
- 2.2 Refer to the Bid Pricing Form for a complete and detailed list of product requirements.
- 2.3 The Airport reserves the right to order other items of a similar nature to those specifically listed herein at the discounted price offered by the Successful Bidder and under the same Contract terms and conditions.
- 2.4 Refer to Contract General Terms and Conditions for additional product requirements.

3 DELIVERY

- 3.1 Estimated lead time or estimated time of arrival, as stated by the Successful Bidder in the Bid Pricing Form, must be met at all times during the term of the contract.
 - 3.1.1 Failure by the Successful Bidder to meet lead times shall entitle the Airport's Vice President of Procurement and Materials Management to acquire contract items from alternate sources, as specified in Contract General Terms and Conditions, Delivery of Product.
 - 3.1.2 Continued failure by the Successful Bidder to meet lead times shall constitute grounds for declaring the Contractor in default, as specified in Contract General Terms and Conditions, Termination of the Contract: Default and Remedies.
- 3.2 Freight terms shall be F.O.B. Destination-DFW International Airport; Freight Prepaid and Allowed.
- 3.3 Refer to the Contract General Terms and Conditions for additional delivery requirements.

4 CONTRACT PRICING

- 4.1 Unit prices shall represent the total cost to the Airport for that item, inclusive of all direct and indirect costs such as transportation, fuel charges, freight charges, supervision, employee salaries and benefits, overhead and profit.
- 4.2 Successful Bidder must hold pricing firm throughout the initial term of the Contract. The Airport may consider subsequent price increase requests in accordance with Contract Special Provisions, Contract Term.

- 4.3 Failure of the Successful Bidder to honor contract pricing for each item during the term of the contract constitutes grounds for declaring the Contractor in default, as specified in the General Terms and Conditions, Termination of Contract: Default and Remedies.

END OF SPECIFICATIONS / SCOPE OF WORK

SPECIAL PROVISIONS

1 CONTRACT TERM

- 1.1 This Contract, if awarded, shall be for an initial **one (1)-year period** commencing on the date specified in the Notice to Proceed letter, to be issued by the Airport's Vice President of Procurement and Materials Management Department (PMM VP), and end after the initial Contract period, unless renewed under the provisions below.
- 1.2 This Contract, as executed, shall include the options to renew for **four (4) additional one (1)-year periods**, under the same terms and conditions, with said options to be exercised solely at the Airport's discretion.
- 1.3 Upon Contract renewal, all terms and conditions of the Contract shall remain in full force and effect, other than the change in Contract period, unless otherwise amended in writing and endorsed by both parties.
- 1.4 Contractor's may request a price adjustment for years subsequent to the initial Contract period, subject to the following considerations:
 - 1.4.1 Price adjustment may be allowed solely for the purpose of accommodating an increase in the Contractor's cost, not profits.
 - 1.4.2 Contractor must submit any Request for Price Adjustment in writing and provide supporting documentation of the cost increase.
 - 1.4.3 Contractor must submit any Request for Price Adjustment to the Airport's Vice President of Procurement and Materials Management for review and approval.
 - 1.4.4 Contractor must submit any Request for Price Adjustment no less than 90 days prior to the end of the then current Contract period.
 - 1.4.5 The percentage change between the prevailing rate and the requested rate does not exceed the percentage change between the Producer Price Index for Cleaning Products that was in effect at the beginning of the existing Contract period and the one in effect at time of request for rate increase.

2 INSURANCE PROVISIONS

2.1 DEFINITIONS FOR INSURANCE PROVISIONS

- "We", "us", or "our" means the Dallas/Fort Worth International Airport.
- "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 (Airport) and the Cities of Dallas and Fort Worth, Texas" (the Cities) shall also mean the elected officials, Airports, officers, employees, agents and representatives of the Airport and the Cities.

2.2 GENERAL REQUIREMENTS

- 2.2.1 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 Airport's Assistant Vice President of Risk Management.

- 2.2.2 All policies must be written through a licensed company authorized by the Texas State Airport 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.
- 2.2.3 All policies, except 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 and the Cities of Dallas and Fort Worth, Texas"
- 2.2.4 All policies shall waive the insurer's right of recovery or subrogation against the Airport and the Cities.
- 2.2.5 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 Airport.
- 2.2.6 All policies must be primary with respect to coverage provided for the Airport.
- 2.2.7 All policies must be non-contributory with other coverage or self-insurance available to the Airport.

2.3 REQUIRED COVERAGE AND LIMITS

2.3.1 **Commercial General Liability (CGL)**

Limit Any One Occurrence	\$1,000,000
Damage to Rented Premises	\$100,000
Personal and Advertising Injury	\$1,000,000
Policy Aggregate (per location or per project).....	\$2,000,000
Products and Completed Operations Aggregate	\$2,000,000

- 2.3.1.1 CGL coverage applies unless you provide only trucking, (no premises or operations other than driving, loading/unloading), or garage operations, (see below).
- 2.3.1.2 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 Airport, your first exposure to pollutants, or first work that may give rise to a pollution liability claim, related to our contract.
- 2.3.1.3 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 Airport and promptly reinstate the required aggregates.
- 2.3.1.4 All Liability policies must provide unlimited defense costs in excess of policy limits.
- 2.3.1.5 All liability policies shall name the Airport and the Cities (as defined above) as "Additional Insureds," including coverage for Products/Completed Operations.
- 2.3.1.6 All liability shall include Broad Form Contractual Liability covering the indemnification provisions of our contract.
- 2.3.1.7 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.
- 2.3.1.8 All liability policies must contain a "severability of interests" provision.
- 2.3.1.9 All liability policies must cover cross-suits between insureds.

2.3.2 Business Automobile Liability

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

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

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

2.4 ADDITIONAL COVERAGE AND LIMITS

2.4.1 If your vehicles carry materials belonging to others in connection with our contract, you must carry Cargo Liability coverage, at least equal to the highest value of property to be carried on a single vehicle, with terminal coverage at least equal to the highest value of property at one terminal, owned or controlled by you.

2.4.2 If you will store, warehouse, or otherwise have custody of property belonging to others in connection with our contract, you must have Warehousemen's Liability, Bailee's Customers' Goods, Garage-Keeper's Legal Liability or equivalent coverage at least equal to the highest value of property in your custody.

2.4.3 If you transport materials, equipment, machinery or furnishings to, or store such property on, our construction site, you must carry an "All-Risk" Installation Floater with coverage at least equal to the greatest concentration of value, (including the cost of transit, installation labor and testing).

2.4.4 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.

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

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

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

2.5 CERTIFICATION OF INSURANCE

2.5.1 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 and link your policy data to us. You shall cause your insurance data to be kept current on [Ins-Cert.com](http://www.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](http://www.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).

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

2.5.3 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](http://www.Ins-Cert.com).

2.5.4 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.

- 2.5.5 All of your insurance policies shall contain a provision that written notice shall be given to the Airport'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).
- 2.5.6 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.
- 2.5.7 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 Airport's decision thereon shall be final.
- 2.5.8 Approval, disapproval or failure to act by the Airport 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.
- 2.5.9 No special payment, except when separate line item is provided, shall be made by the Airport for any insurance that the Contractor may be required to carry; all are included in the Contract amount and the Contract unit prices.

3 SMALL BUSINESS ENTERPRISE (SBE) PROVISIONS

Notification is hereby given that a SBE contract-specific goal has been established for this contract. The applicable SBE goal is zero (0) percent of the total dollar value of this contract including any change orders.

3.1 GENERAL REQUIREMENTS

- 3.1.1 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 that can successfully compete for Airport prime contracting and subcontracting opportunities.
- 3.1.2 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.
- 3.1.3 The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. 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.
- 3.1.4 The Business Diversity & Development Department ("BDDD") is responsible to ensure compliance with the Airport'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.
- 3.1.5 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 Manual ("Manual").

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

3.1.6.1 Subcontract/supplier awards, including awards to SBEs;

3.1.6.2 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.

3.2 ADMINISTRATIVE REQUIREMENTS

3.2.1 All Contractors are charged with knowledge of and are solely responsible for complying with each requirement of the Board's SBE Policy and these provisions in making a bid and, if awarded a contract, in performing the work described in the contract documents. These instructions are intended only to generally assist the Contractor in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, Contractors must consult the Board's SBE Policy, or contact the BDDD office at 972-973-5500.

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

3.2.3 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.

3.2.4 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 SBE Policy and Administrative Procedures. All Contractors may be subject to interim and post-contract SBE audits. Audit determination(s) regarding Contractor's compliance with the SBE Manual may be considered and have a bearing on consideration of the Contractor for award of future contracts.

3.3 GOALS AND GOOD FAITH EFFORTS

3.3.1 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 Bid requirements, a Contractor must either meet the SBE contract 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.

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

3.3.3 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.

3.3.4 The submission of good faith efforts documentation is a matter of responsiveness and shall include a specific response to each of the following criteria with the bid or proposal. 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:

3.3.4.1 Whether the Contractor attended any pre-bid or pre-proposal meetings scheduled by BDDD to discuss subcontracting and supplier opportunities for SBE participation (acceptable documentation shall be copies of the meeting sign-in sheets with Contractor name noted as signed-in);

- 3.3.4.2 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);
- 3.3.4.3 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);
- 3.3.4.4 Whether the Contractor solicited the SBEs at least seven (7) business days prior to bid opening, 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);
- 3.3.4.5 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);
- 3.3.4.6 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 seven (7) business days before bid date or proposal submission);
- 3.3.4.7 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. (Appropriate steps may be demonstrated with a summary matrix that identifies all bidders/proposers, evaluation criteria, assessments, conclusions and verifications);
- 3.3.4.8 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;
- 3.3.4.9 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);
- 3.3.4.10 Whether the Contractor made efforts to assist interested SBEs in obtaining Board or Contractor-required bonding, lines of credit, insurance, etc.;
- 3.3.4.11 Whether the Contractor made efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;

- 3.3.4.12 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);
- 3.3.4.13 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
- 3.3.4.14 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.
- 3.3.5 BDDD will look 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.
- 3.3.6 Whether or not the established 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 not responsible.
- 3.3.7 If a Contractor desires a review of the Vice President of BDDD's decision, it shall file a written request for final reconsideration within 10 business days after receipt of the decision to the Reconsideration Official, Executive Vice President of 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.
- 3.3.8 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 of Section – MODIFICATIONS OR SUBSTITUTIONS herein governing the substitution of SBEs and make documented good faith efforts to meet its original SBE contractual commitment. Such good faith efforts during contract performance must include, but are not limited to:
- 3.3.8.1 Solicitation of SBEs that are certified in the applicable area of work or specialty;
- 3.3.8.2 Providing interested SBEs with adequate information about the plans, specifications, scope of work and requirements of the contract;
- 3.3.8.3 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;
- 3.3.8.4 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

- 3.3.8.5 Effectively using the services of available minority and women community organizations; chambers and contractor groups; local, State, and Federal business assistance offices, and other organizations that provide assistance in the identification of SBEs
- 3.3.9 A Contractor determined not to have made good faith efforts to meet its SBE contractual commitments may request administrative review and final consideration by the Vice President of BDDD under the Board's SBE Policy and Administrative Procedures. The Contractor may elect to meet in person to discuss whether the Contractor made good faith efforts in accordance with the SBE Policy and Administrative Procedures.

3.4 COUNTING SBE PARTICIPATION

- 3.4.1 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.
 - 3.4.1.1 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 list only the anticipated percentage of SBE contractual commitment for each listed SBE, rather than specific dollar amounts.
 - 3.4.1.2 If a joint venture is proposed to meet the 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 and for which it is at risk will be counted.
 - 3.4.1.3 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 goal.
- 3.4.2 A SBE must be certified as a SBE by an approved entity of the Board at the time of bid or proposal submission to be counted towards meeting the contract goal. Approved certification entities include the Small Business Administration 8(a) Program, Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency, D/FW Minority Supplier Development Council and the Women's Business Council Southwest. Other certifications are not acceptable. 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 – MODIFICATIONS OR SUBSTITUTIONS herein.
- 3.4.3 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
- 3.4.4 The size standard per the SBE Policy and administrative procedures.
- 3.4.5 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.
- 3.4.6 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.
 - 3.4.6.1 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).

- 3.4.6.2 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 Airport Contract, provided it determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 3.4.6.3 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.
- 3.4.7 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.
- 3.4.7.1 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.
- 3.4.7.2 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.
- 3.4.7.3 If a SBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work forces, or the SBE subcontracts a greater portion of the work of a contract then would be expected on the basis of normal industry practice for the type of work involved, the Contractor must presume that it is not performing a commercially useful function.
- 3.4.7.4 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.
- 3.4.8 The Contractor shall use the following factors in determining whether a SBE trucking company is performing a commercially useful function:
- 3.4.8.1 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.
- 3.4.8.2 The SBE must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- 3.4.8.3 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.
- 3.4.8.4 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.
- 3.4.8.5 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.

- 3.4.8.6 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.
- 3.4.9 The Contractor shall count expenditures to SBEs for materials or supplies towards the SBE goal as follows:
 - 3.4.9.1 SBE Manufacturer
 - 3.4.9.1.1 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.
 - 3.4.9.1.2 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.
 - 3.4.9.2 SBE Regular Dealer
 - 3.4.9.2.1 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.
 - 3.4.9.2.2 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.
 - 3.4.9.2.2.1 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.
 - 3.4.9.2.2.2 A regular dealer is presumed to keep such materials, supplies, articles or equipment in stock, but must in any event bear the risk of loss of such items. 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.
 - 3.4.9.2.2.3 Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
 - 3.4.9.3 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.
 - 3.4.10 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.

- 3.4.11 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.
- 3.4.12 The Contractor shall not count the participation of a SBE subcontractor toward the goal until the amount has been actually paid to the SBE.
- 3.4.13 The following expenditures to SBE firms may also count toward the SBE goal:
 - 3.4.13.1 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 Airport to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 3.4.13.2 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.
 - 3.4.13.3 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.

3.5 CERTIFICATION

- 3.5.1 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 and the Women's Business Council Southwest. Other certifications are not acceptable. BDDD reserves the right in its sole discretion to reject the certification status of any firm for credit towards the SBE goal, regardless of whether it is certified by an accepted agency.
- 3.5.2 In addition to having a valid certification from one of the entities listed above, the MBE must have a place of business in the Airport's market area at the time the firm is submitted for credit towards meet the MBE goal, which is defined as for purposes of these Special Provisions as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, and Wise counties. The MBE must provide any requested documentation to establish its place of business to the satisfaction of BDDD.
- 3.5.3 The Contractor must submit to BDDD a properly completed SBE certificate or letter, with all required attachments, for all SBEs proposed to be utilized as subcontractors or suppliers to meet the contract goal at the time of bid/proposal submission.
- 3.5.4 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. However, the Contractor may count SBEs certified during the performance of the contract towards its SBE contractual commitment once documentation confirming such certification is submitted to and approved by BDDD.
- 3.5.5 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>

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

3.6 SBE UTILIZATION FORMS AND RELATED DOCUMENTATION

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

Forms referenced herein can be found in “Bid Response Forms” section

3.6.1.1 Invitation for Bid (IFB) for Construction Projects:

3.6.1.1.1 **Commitment to SBE Participation** must be submitted at the time of bid submission.

3.6.1.1.2 **Preliminary Schedule of Subcontractors** must be submitted at the time of bid submission with copies of corresponding certification certificates attached.

3.6.1.1.3 **Good Faith Effort Documentation.** If the Contractor fails to meet the SBE goal, this documentation must be submitted at the time of bid submission.

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

3.6.1.1.5 **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.

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

3.6.1.2.1 **Commitment to SBE Participation** must be submitted at the time of bid submission.

3.6.1.2.2 **Good Faith Effort Documentation.** If the Contractor fails to meet the SBE goal, this documentation must be submitted at the time of bid submission.

3.6.1.2.3 **Final Schedule of Subcontractors** shall be submitted at the time of bid submission with copies of corresponding certification certificates attached.

3.6.1.2.4 If the solicitation is for an indefinite-delivery contract, the contractor shall submit a statement of commitment along with the pool of subcontractors it intends to utilize to fulfill its commitment.

3.6.1.2.5 **Intent to Perform as a Subcontractor.** A signed and executed form for each SBE subcontractor should be submitted at bid time.

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

3.6.1.3.1 **Commitment to SBE Participation** must be submitted at the time of proposal submission.

3.6.1.3.2 **Preliminary Schedule of Subcontractors** must be submitted at the time of proposal submission with copies of corresponding certification certificates attached.

3.6.1.3.3 **Good Faith Effort Documentation.** If the Contractor fails to meet the SBE goal, this documentation must be submitted at the time of proposal submission.

3.6.1.3.4 **Final Schedule of Subcontractors** shall be submitted with the best and final offer.

3.6.1.3.5 **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.

- 3.6.1.4 Request for Price Proposal for a task/delivery order under an Indefinite Delivery Contract:
- 3.6.1.4.1 **Commitment to SBE Participation** must be submitted at the time of proposal submission.
- 3.6.1.4.2 **Preliminary Schedule of Subcontractors** must be submitted at the time of initial price proposal submission with copies of corresponding certification certificates attached.
- 3.6.1.4.3 **Final Schedule of Subcontractors** must be submitted with the final price proposal.
- 3.6.1.4.4 **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 price proposal.
- 3.6.2 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."*
- 3.6.3 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.
- 3.6.4 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. Any change in the utilization of a SBE shall be governed by the MODIFICATION OR SUBSTITUTION provision below.
- 3.6.5 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.
- 3.7 PAYMENT
- 3.7.1 It is Board policy that all invoices in compliance with contract payment terms and conditions should be paid within thirty (30) calendar days from the date the original invoice is received, or sooner if required by the contract terms.
- "The prime Contractor on construction, general services, supplier and other Board professional and non-professional services contracts who receives a payment under a Board contract shall pay its subcontractors no later than the seventh (7th) calendar day after the date the prime*

Contractor receives payment from the Board. The prime Contractor shall also promptly request the release of any retainage withheld from subcontractors within seven (7) calendar days after the subcontractor's work is satisfactorily completed and receives partial acceptance, substantial completion or final completion/final acceptance as defined in the General Provisions of the contract. Furthermore, the prime Contractor shall pay the subcontractor its retainage within seven (7) days after the date the prime Contractor receives the subcontractor's retainage payment from the Board. A finding of non-payment shall be a material breach of this Contract. The Board may withhold progress payments until the Contractor demonstrates timely payment of sums due subcontractors. The Board also reserves the right to exercise other breach of contract remedies"

- 3.7.2 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. 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.
- 3.7.3 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.
- 3.8 MODIFICATIONS OR SUBSTITUTIONS
- 3.8.1 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.
- 3.8.2 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.
- 3.8.3 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.
- 3.8.4 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.
- 3.8.5 The Contractor must demonstrate good cause to terminate the SBE to the satisfaction of BDDD. Good cause includes the following circumstances:
- 3.8.5.1 The listed SBE subcontractor fails or refuses to execute a written contract.

- 3.8.5.2 The listed SBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
- 3.8.5.3 The listed SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.
- 3.8.5.4 The listed SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state law.
- 3.8.5.5 BDDD has determined that the listed SBE subcontractor is not a responsible contractor.
- 3.8.5.6 The listed SBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal.
- 3.8.5.7 The listed SBE subcontractor is ineligible to receive to receive credit for the type of work required.
- 3.8.5.8 The SBE owner dies or becomes disabled with the result that the listed SBE subcontractor is unable to complete its work on the contract.
- 3.8.5.9 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**.
- 3.8.6 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.
- 3.8.7 If the Contractor proposes to terminate or substitute a SBE subcontractor for any reason, the Contractor must make good faith efforts as defined in Section C 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.
- 3.8.8 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.
- 3.8.9 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.
- 3.8.10 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 Manual and these SBE Special Provisions. Additionally, the Board may order the Contractor to forfeit the profits from the terminated portion of the SBE subcontract.

3.9 COMPLIANCE AND ENFORCEMENT

- 3.9.1 The Contractor must forward all necessary documents and information during the course of performance and to close out the Contract and must cooperate with BDDD in providing any information, including the final accounting for SBE participation on the Contract. BDDD reserves the right to exercise all rights and remedies, including those in the PAYMENT section herein, to ensure receipt of all necessary documents.
- 3.9.2 The SBE participation percentage commitment made by the Contractor at the time of contract award is deemed to be contractual. Therefore, failure of the Contractor to meet the SBE contractual commitment or any other provision of this contract or the SBE program regulations, policies or procedures may constitute a material breach of the contract. If the Contractor is found

by BDDD to be in violation of the provisions of this contract, the Board's SBE Policy or any other applicable law or regulation, including but not limited to the failure to submit required information or to cooperate with BDDD, or the submission of false, misleading or materially incomplete statements, documentation or records, it shall be subject to sanctions. BDDD may exercise any or all of its rights, including but not limited to withholding funds, imposition of monetary penalty, suspension, debarment or termination. If the contract is suspended or terminated, BDDD reserves all its rights at law or equity, with such suspension or termination being deemed a response to a Contractor default, as appropriate, by applicable law.

- 3.9.3 If BDDD determines, in its sole discretion, that a Contractor is in noncompliance with this contract, Board's SBE Policy or any other applicable law or regulation, the Contractor may be assessed a civil, remedial penalty, to be determined in BDDD's sole discretion. In assessing such civil penalty, BDDD shall calculate the applicable amount of the civil penalty, and may reduce or waive all or part of such penalty, in its sole discretion, in consideration of the following factors:
 - 3.9.3.1 The length of the period of noncompliance;
 - 3.9.3.2 The severity of the noncompliance;
 - 3.9.3.3 The history of the Contractor's previous noncompliance with the SBE program or any other applicable law or regulation;
 - 3.9.3.4 The monetary impact of the civil penalty on the Contractor in correcting such noncompliance; or
 - 3.9.3.5 The other facts and circumstances relevant to the noncompliance.
- 3.9.4 BDDD shall collect assessed and unpaid civil penalties under this Subsection by action initiated in any court of competent jurisdiction for collection of such penalty. A stay of any order of BDDD's action pending judicial review shall not relieve any Contractor from any civil penalty obligation imposed under this Subsection.
- 3.9.5 Any such assessed civil penalties may also be offset against any amount, including but not limited to Contract retainage, otherwise due and owing to the Contractor.
- 3.9.6 The Board may report any suspected false, fraudulent or dishonest conduct relating to the Contractor's performance, attempted performance or purported performance of its obligations under these SBE Contract Provisions 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. If a conviction or a guilty plea is obtained pursuant to such prosecution, the perpetrator may be barred from contracting with

END OF SPECIAL PROVISIONS

GENERAL TERMS AND CONDITIONS

1. AIRPORT'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 Airport shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Airport 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 Airport 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 Airport, its agents and Authorized Representatives. The Contractor shall provide the Airport with retrievals of computer-based records or transactions that the Airport determines to be necessary to conduct the audit. There shall be no charge to the Airport 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 Airport'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 Airport 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 Airport 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 Airport's audit shall be paid by the Contractor.

2. ANTI-CORRUPTION COMPLIANCE

- 2.1 Contractor represents and warrants that it has not taken and will not take any action that would constitute a violation of the U.S. Foreign Corrupt Practices Act ("FCPA") and/or any anti-corruption law and/or regulation of any country for which the Contractor conducts services for the Board. In furtherance of the FCPA compliance obligations, at no time during the term of the Contract, will the Contractor pay, offer, give or promise to pay or give, any monies or any other thing of value, directly or indirectly to: (a) any officer or employee of any government, or any department, agency or instrumentality of any government; (b) any other person acting for, or on behalf of, any government, or any department, agency or instrumentality of any government; (c) any political party or any official of a political party; (d) any candidate for political office; (e) any officer, employee or other person acting for, or on behalf of, any public international organization; or (f) any other person, firm, corporation or other

entity at the suggestion, request or direction of, or for the benefit of, any of the foregoing persons. Contractor represents and warrants that: (i) it is not owned or controlled by, or otherwise affiliated with, any government, or any department, agency or instrumentality of any government; and (ii) none of its respective officers, directors, principal shareholders or owners is an official or employee of any government or any department, agency or instrumentality of any government.

- 2.2 Contractor agrees to complete a Certificate of Anti-Corruption Compliance, included herein, attesting adherence to certain provisions of this Contract and return such completed Certificate to the Board upon execution of this Contract and prior to December 31st of each calendar year of this Contract thereafter. Failure to timely complete and return the Certificate of Anti-Corruption Compliance is grounds for immediate termination of this Contract.
- 2.3 Contractor agrees to indemnify and hold harmless the Board from and against any and all cost, expense, claims, damage, or liability arising out of or resulting from or occurring in connection with a breach of this Section, in accordance with the terms of Section 12 of the General Terms and Conditions of this Contract.
- 2.4 Notwithstanding any other provisions contained in this Contract, if Contractor breaches any of the covenants set forth in this Section
 - 2.4.1 The Board may immediately terminate this Contract;
 - 2.4.2 The Board shall have a right of action against Contractor for the amount of any monetary payment or thing of value made or given by Contractor in breach of any of the above-mentioned covenants;
 - 2.4.3 All obligations of the Board to pay Contractor fees pursuant to this Contract shall cease forthwith; and
- 2.5 The Board may, at its sole discretion, rescind this Contract and Contractor shall immediately return to the Board all payments previously received by Contractor from the Board pursuant to this Contract.

3. 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 (Airport) 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.

4. CHANGES IN CONTRACT

The Airport 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.

5. CODE OF BUSINESS ETHICS

- 3.1 All Airport employees must adhere to the Airport's Code of Business Ethics, which is included in this Section by reference. The Contractor is therefore prohibited from offering or providing Airport employees, directly or indirectly, any gifts or other items that the Airport'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 Airport's Code of Business Ethics. The Airport may require each such employee of the Contractor to acknowledge in writing that they have read and do understand the Airport's Code of Business Ethics found online at www.dfwairport.com.
- 3.2 Additionally, the Airport frequently uses outside contractors to perform functions similar to those

performed by Airport 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 Airport'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 Airport's Code of Business Ethics would prohibit an Airport 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'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 Airport under this Contract.

6. 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, Airport, bureau or agency, including the Airport.

7. 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 Airport 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.

8. COOPERATIVE PURCHASING AGREEMENT

- 8.1 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.
- 8.2 Each entity wishing to participate must enter into an Interlocal Agreement with the Airport 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.
- 8.3 The Airport shall not be held responsible for any orders placed, deliveries made or payment for products or services ordered by these entities.
- 8.4 Each entity reserves the right to determine their participation in this Contract.

9. DELIVERY LOCATION

- 9.1 Unless otherwise directed by the Contract or the individual Purchase Order, the products to be furnished under this Contract shall be delivered to:

Dallas-Fort Worth International Airport
Central Warehouse
3122 East 30th Street (Carbon Road)
DFW Airport, Texas 75261
- 9.2 The Contractor may be required to provide notification of intent to deliver at least twenty-four (24) hours in advance of scheduled delivery. Unless otherwise agreed upon at time of order, The Contractor must deliver goods ordered between the hours of 8:00 a.m. and- 4:00 p.m., Monday through Friday (excluding Airport-observed holidays).

10. DELIVERY OF GOODS

- 10.1 Delivery lead-time is an important component all contracts for goods. The delivery lead-time is the period elapsing from date the Airport properly places an order with the Contractor to the date the Contractor correctly delivers that order to the Airport.
- 10.2 The Contractor shall deliver all goods F.O.B. Destination (Dallas-Fort Worth International Airport), Freight Prepaid and Allowed (PPA).
- 10.3 The Airport shall inspect all deliveries for full compliance with the Contract and the Order before delivery is accepted. The Contractor shall accept return of any product ordered that the Airport finds to be damaged or not in compliance with the Contract and Order specifications. The Contractor will promptly arrange for return of damaged or incorrect product at no additional cost to the Airport and deliver correct, missing or undamaged product to fulfill order. The Contractor shall assume the burden and cost of insurance against such risks.
- 10.4 The Airport shall not be liable for any deliveries made to locations other than the Dallas-Fort Worth International Airport. The Contractor shall assume the burden and cost of insurance against such risks.
- 10.5 The Contractor may only deliver orders authorized by the Airport's Procurement and Materials Management Department (PMM), and only at intervals as directed.
- 10.6 Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Airport's Vice President of PMM to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the Airport over and above the Contract price.
- 10.7 All goods delivered shall be free of any and all liens and shall upon acceptance and payment become the property of the Airport, free and clear of any liens.

11. DISPUTE RESOLUTION

The Airport 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.

12. 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 Airport from having any financial interest, direct or indirect, in any Contract with the Airport, or be financially interested, directly or indirectly, in the sale to the Airport of any land, materials, supplies, equipment or services, except on behalf of the Airport 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 Airport or the Chief Executive Officer. Any violation of this provision by a member of the Airport shall be grounds for removal by a vote of two-thirds (2/3rds) of the City Council appointing such member.

13. FISCAL YEAR FUNDING

The Airport's fiscal year begins October 1 and ends the following September 30th. Budget funds are approved by the Airport and the Cities of Dallas and Fort Worth on an annual basis. In the event the Airport/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 Airport.

14. FORCE MAJEURE

Neither Contractor nor the Airport 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 Airport 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 Airport 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.

15. INDEMNIFICATION AND HOLD HARMLESS

- 15.1 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.**
- 15.2 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.**
- 15.3 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.

16. INDEPENDENT CONTRACTOR

The relationship of Contractor to Airport is that of Independent Contractor. Under no circumstances shall the Airport 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.

17. 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.

18. NEW MATERIAL

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

19. 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 Airport or resolution of outstanding issues between the Airport and Contractor, whichever is later, with full access allowed to authorized representatives of the Airport upon request for purposes of evaluating compliance with this and other provisions of the Contract.

20. 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 Airport 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.

21. ORDER PROCESS

- 21.1 The Airport shall communicate requirements under this Contract using individual purchase orders.
- 21.2 The Airport will order parts on an as-needed basis. The estimated requirements stated in the Contract Specifications/Scope of Work and the Contractor's quote shall not be considered binding on the Airport; the quantity and frequency of goods/services ordered may actually be less than or greater than projected.
- 21.3 The total amount of all orders issued under the Contract shall not exceed the not-to-exceed amount of the Contract.

- 21.4 Each order will be a supplement to this Contract. The Contractor will be required to fulfill all orders according to the provisions contained in this Contract, and within the established order details. In the event of a conflict in the language of this Contract and the language of the purchase order, the language of this Contract shall control, unless and to the extent the purchase order explicitly states otherwise.

22. 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 Airport's Representative, his/her authorized representatives, nor any employees or officers of the Airport shall be personally liable.

23. 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.

24. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

- 24.1 It is the policy of the Airport to remove barriers for Small Business Enterprises (SBEs) to compete and create a level playing field for SBEs to participate in Airport contracts and related subcontracts.
- 24.2 Additional SBE Program requirements, if any, shall be included in the Special Provisions Section of this Contract.
- 24.3 The Contractor specifically agrees to comply with all applicable provisions of the Airport's SBE Program and any amendments thereto. The Contractor agrees to include all Airport 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 Airport's SBE Program.

25. SUBLETTING OF CONTRACT

The Airport 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 Airport's Technical Representative.

26. TAX EXEMPTION STATUS

The Airport 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.

27. 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 Airport 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.

28. TERMINATION OF CONTRACT FOR AIRPORT CONVENIENCE

Whenever the Airport, in its discretion, deems it to be in the Airport's best interests, it may terminate this Contract for the Airport's convenience. Such termination shall be effective thirty (30) days after Airport delivers written notice of such termination for convenience to the Contractor. Upon receipt of such notice from Airport, Contractor shall not thereafter incur, and Airport 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, Airport shall have no liability to Contractor for lost or anticipated profit resulting therefrom.

29. TERMS OF PAYMENT

- 29.1 Terms of payment to the Contractor will be based upon the terms provided in the Contract or based on invoices submitted, whichever term is most favorable to the Airport. Invoices shall be fully documented in accordance with the Contract. Unless otherwise stated herein, payment terms shall be Net 30 days after receipt of valid invoice or correct delivery of product ordered, whichever is later.
- 29.2 Payment may be delayed on invoices not listing the order number. Invoices prices must be based on Contract prices.
- 29.3 Invoices will be paid following delivery and acceptance unless special arrangements are made through the Vice President of PMM for partial payment. Approved partial 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 goods.
- 29.4 Contractor may submit invoices by **only one** of the following methods, listed by preference.
- By Email: : imaging@dfwairport.com
 - By Facsimile: 972-973-5405
 - By Mail: Finance Accounts Payable
Dallas-Fort Worth International Airport
PO Box 619428
DFW Airport, TX 75261-9428
 - By Hand: Finance Accounts Payable
Dallas-Fort Worth International Airport
3200 East Airfield Drive
DFW Airport, TX 75261

30. 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.

31. WARRANTY INFORMATION

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

END OF GENERAL TERMS AND CONDITIONS

1 BID PREPARATION FORMS

1a BID SUBMITTAL LABEL

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 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: _____

Bid / Proposal Name: _____

Due Date and Time: _____

Company Name: _____

Contact Name: _____

Company Address: _____

Telephone Number: _____

1b NO BID INFORMATION FORM

SOLICITATION NO. 7005874

SOLICITATION TITLE: CLEANING SUPPLIES

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

**SHANNON HAMILTON
Dallas/Fort Worth International Airport
Fax: 972-973-5601 / Email: SHHAMILTON@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: _____ FAX Number: _____

or

Email: _____

1c **BIDDER CHECKLIST**

The Airport provides this checklist to help reduce the possibility of errors in bid submissions. It may not be an exhaustive list of submission requirements; therefore, it does not relieve any Bidding Firm from its obligations to review and comply with the solicitation requirements.

Bidders are not required to include this Bidder Checklist with their bid response.

Bid Submittals

- Cover Page of the RFP.**
- Addenda.** If the Airport issues addenda as issued as part of the RFB, Bidder must submit signed copy of all addenda. If any addenda include amended RFB pages or attachments, Bidder must use those documents and include them with the bid submittal. Bidder has checked the Airport's website or contacted the DFW Airport Contact to ensure all addenda have been received.
- Signatures.** All forms requiring a signature have been signed by an authorized agent of the Bidding Firm
- Bid Response Forms.** All applicable forms are completed and included in Bid Submittal:
 - Bid Pricing
 - Cooperative Purchasing Acceptance
 - Insurance Review Verification (if applicable)
 - Business Disclosure
 - Organizational Summary
 - Workforce Composition
 - Bid Endorsement
 - All other forms requested as part of the solicitation.
- Insurance Compliance Forms.** All applicable forms are completed and included
 - Insurance Affidavit (if applicable)
- SBE Compliance Forms.** If the Airport sets a SBE goal for this RFB, Bidder must complete and include the following with the Bid Submittal:
 - Commitment to SBE Participation
 - Schedule of Subcontractors
 - Intent to Perform/Contract as a D/S/M/WBE Subcontractor Form
 - D/S/M/WBE Good Faith Effort Plan (if goal is not achieved: see Special Provisions Section for details)
- Bidder References.** When requested, Bidder provided the requested number of references for the Bidder and, when stipulated, subcontractor references.

- Bidder Qualifications.** When applicable to the specifications, Bidder 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 Validation Actions

- Read/Confirm Intent to Comply.** Bidder has read the Specifications, Special Provisions, General Terms and Conditions and confirms that he/she will comply with all requirements as provided.
- Exceptions.** Bidder has clearly indicated on the Bid Response Forms any difference between their Bid Submittal and the Specifications, Special Provisions, and General Terms and Conditions of the RFB. Details submitted with Bid on separate document if needed.
- Proofreading.** Bidder has proofread all documents to ensure all information provided by the Bidder is accurate and responsive to the solicitation specifications. The Airport is not responsible for errors made by the Bidder.
- Bidder has proofread all mathematical and number entries to ensure accuracy and commitment to honor pricing as submitted.
- Insurance Compliance.** Bidder 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 (see Special Provisions for details).
- Late Bids.** Please note the time, date and delivery location (or mailing address if submitted by U.S. Postal Service). Late bids will not be accepted.

Supplier Registration for Solicitation Notification and Payments

- Supplier Registration.** While not a requirement of the bid or proposal submittal, Bidder has registered in the Airport's Supplier Registration System, which is required for contracting with the Airport. Web Address: <http://www.dfwairport.com/procurement/index.php>

2 BID RESPONSE FORMS

FROM: _____

BIDDING FIRM

2a BID PRICING SUMMARY

The undersigned, as an independent contractor, hereby offers to provide to the Dallas/Fort Worth International Airport Board (Airport), at the terms and conditions contained in Solicitation No. **7005874**, including all addenda, and this Bid, the following goods at the unit prices offered in the Bid Pricing Form included as Attachment A.

CLEANING SUPPLIES

CATEGORY	# OF BID ITEMS	# OF ITEMS BID	TOTALS FROM BID PRICING FORM
Hand Cleaners, Soaps, and Dispensers	12		\$
Cleaning Tools	22		\$
Cleaning Products	24		\$
Miscellaneous Products	8		\$
Optional Products	12		\$
Total	78		\$

Freight FOB Destination, prepaid and allowed.

Payment terms: ___% discount in __ days; Net ____.

2b COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL)

Bidder's authorized agent must indicate below if Bidder agrees, if awarded a contract, to allow other governmental entities to participate in this Contract, as defined in the RFB General Terms and Conditions.

Yes, Agree to Cooperative Purchasing Provision

No, Do Not Agree to Cooperative Purchasing Provision

2c INSURANCE REVIEW VERIFICATION

(1) Does the proposing firm currently carry the insurance coverage as specified in the Special Provisions?

Yes No

(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

2d 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:					

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):					
Name of Joint Venture Participants, if applicable:					
UNLESS PUBLICLY TRADED list all individuals, partnerships, corporations or other entities having <u>at least 10% ownership</u> in the business <u>and indicate their percentage of ownership</u>. 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.

2e ORGANIZATIONAL SUMMARY INFORMATION

1. BIDDING FIRM: _____
2. Social Security or Taxpayer Identification Number: _____
(NOTE: Submit copy of Bidder'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:

- Small Business
- DMWBE
- Caucasian Woman Owned
 - Black American Owned
 - Hispanic American Owned
 - Asian Pacific American Owned
 - American Indian Owned
 - Black American Woman Owned
 - Hispanic American Woman Owned
 - Asian Pacific American Woman Owned
 - American Indian Woman Owned
 - Other (Please Define):

- Certified as a Small Business Enterprise (SBE)

Certification Agency: _____

Certification Number: _____

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

ID Number: _____

- Certified as a Disadvantaged, Minority, of Woman Owned Business Enterprise (D/M/WBE)

Certification Agency: _____

Certification Number: _____

Additional Comments if Desired:

2f 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	%	
Officials and Managers																				
Professionals																				
Technicians																				
Sales Workers																				
Administrative Support Workers																				
Craft Workers																				
Laborers and Helpers																				
Service Workers																				
TOTAL																				

Definitions in accordance with Equal Employment Opportunity (EEO)

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

REMARKS:

2g CUSTOMER REFERENCE FORM

1. Company Name: _____
Address _____
Contact Person and Title: _____
Phone #: _____ Email: _____
Description of similar products furnished by Bidder to this Company: _____
_____ Date Sold: _____

2. Company Name: _____
Address _____
Contact Person and Title: _____
Phone #: _____ Email: _____
Description of similar products furnished by Bidder to this Company: _____
_____ Date Sold: _____

3. Company Name: _____
Address _____
Contact Person and Title: _____
Phone #: _____ Email: _____
Description of similar products furnished by Bidder to this Company: _____
_____ Date Sold: _____

4. Company Name: _____
Address _____
Contact Person and Title: _____
Phone #: _____ Email: _____
Description of similar products furnished by Bidder to this Company: _____
_____ Date Sold: _____

2h INSURANCE AFFIDAVIT

Dallas Fort Worth International Airport Board Solicitation No. **7005874**

NAME OF BIDDER: _____

To be completed by the Bidder:

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. **7005874**, and said insurance shall be provided without change to the prices offered.

Name of Bidder: _____

Authorized Agent (please print): _____

Authorized Agent's Signature: _____

Date: _____

To be completed by Bidder'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. .
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: _____

2i (1) COMMITMENT TO SBE PARTICIPATION

Commitment to Small Business Enterprise (SBE) Participation Form

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

*The SBE goal for this Solicitation/Contract **#7005874-Cleaning Supplies** is **0%**.*

NOTE: *The Airport Business Development and Diversity Department (BDDD) will only credit SBE participation that is certified by an approved certification entity at the time of bid/proposal submission.*

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 a minimum of _____% SBE utilization on this contract.
- The Contractor is unable to meet the SBE goal of _____% and is committed to a minimum of _____% DBE 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

Date

2i (2) SCHEDULE OF SUBCONTRACTORS

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

Contract Name: Cleaning Supplies

Contract/Solicitation Number: 7005874

As part of the procedures for the submission of a complete 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. The submission of this information is considered an issue of responsibility, and the 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 ² (check the applicable)					Description of Material or Service Being Provided or Performed	Dollar Amount (\$) and Percentage (%) of Work
	DBE	SBE	MBE	WBE	NON		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Dollar Amount and Percentage of Work to be Completed by Non-D/SBE Subcontractors							
Dollar Amount and Percentage of Work to be Completed by D/SBE Subcontractors							
Dollar Amount and Percentage of Work to be Self-Performed by the Prime							
Total Dollar Amount and Percentage of Work (The Total Amount shall equal the amount proposed on summary of bid/proposal page)							

PRIME CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise positive, good faith efforts (as defined by the Board's 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 are certified as D/S/M/WBEs by BDDD or a certified agency approved by the Airport Board. As defined in the D/S/M/WBE Policy and Procedures Manuals.

2i (3) INTENT TO PERFORM/CONTRACT AS A D/S/M/WBE SUBCONTRACTOR¹

The Airport requires that disadvantaged, small, minority and woman-owned businesses be certified as D/S/M/WBEs by BDDD or an approved certification agency as defined in the DBE, SBE, and M/WBE Policy and Procedure Manuals.

1. Contract/Solicitation Number: 7005874: Cleaning Supplies

2. Name of Prime Contractor: _____

3. Address, City, State and Zip: _____

4. 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)

(Phone)

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):

5. Scope of Work: _____

6. Price: _____

7. D/M/WBE Certification _____

8. 2nd 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 and 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.

(Name of Owner, President or Authorized Agent and Title)

(Signature)

(Date)

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

2i (4) D/S/M/WBE GOOD FAITH EFFORT PLAN

Note: Fill out only if the D/S/M/WBE goal was not achieved.

The following items are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the contract-specific D/S/M/WBE goal. Proposers are not limited to these particular areas and may include other efforts deemed appropriate. Please feel free to elaborate on any question below.

GOOD FAITH EFFORT QUESTIONS	Yes	No
If applicable, did you attend the pre-bid/pre-proposal conference? <i>(Include copy of sign-in sheet as an attachment.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
Did you obtain a current list of D/S/M/WBE firms? <i>(Include lists(s) as an attachment and source of information)</i> Was direct contact made with the BDDD office? <i>If yes, identify date/person contacted and assistance sought.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Did you advertise in general circulation, trade association, and/or D/S/M/WBE focus media concerning subcontracting and supplier opportunities? <i>(Include copy(ies) of advertisement or detail the name of the publications(s), advertisement date and describe the solicitation).</i>	<input type="checkbox"/>	<input type="checkbox"/>
Were D/S/M/WBE firms contacted or solicited for subcontracting and supplier opportunities? <i>(Attach listing of solicited D/S/M/WBE firms with whom contact was made. Identify name of company, contact person, date, phone number and briefly describe nature of solicitation).</i>	<input type="checkbox"/>	<input type="checkbox"/>
Did you provide written notice to prospective D/S/M/WBE firms and follow-up via telephone? <i>(Attach copies of emails and supporting documentation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
Did you solicit D/S/M/WBE firms at least seven (7) calendar days prior to bid opening?	<input type="checkbox"/>	<input type="checkbox"/>
Discuss efforts made to define additional elements of the work proposed to be performed by D/S/M/WBEs in order to increase the likelihood of achieving the D/S/M/WBE goal.	<input type="checkbox"/>	<input type="checkbox"/>
Were copies of bid/proposal documents furnished to D/S/M/WBEs?	<input type="checkbox"/>	<input type="checkbox"/>
List, as an Attachment, all D/S/M/WBE negotiations and/or bids received but rejected. Identify company name, contact person, telephone number, date, trade area and the reason for rejecting the proposal or bid.	<input type="checkbox"/>	<input type="checkbox"/>
Identify efforts made to assist interested D/S/M/WBEs in obtaining bonding, insurance, or line of credit. <i>(Detail any assistance that was provided or if they were referred to whom)</i>	<input type="checkbox"/>	<input type="checkbox"/>
Identify efforts made to assist interested D/S/M/WBEs in obtaining necessary equipment, supplies, materials or related assistance or services.	<input type="checkbox"/>	<input type="checkbox"/>
Identify all D/S/M/WBE support agencies/associations contacted for D/S/M/WBE assistance or solicitation <i>(minority chambers of commerce, purchasing councils, contractor associations, etc.) (Please attach copies of solicitation letters of assistance and/or describe, as an attachment to this section, the contact efforts made)</i>		
Discuss any other effort(s) aimed at involving D/S/M/WBEs <i>(Include as an Attachment):</i> <ul style="list-style-type: none"> • Identify any specific efforts to divide work, in accordance with normal industry practices, to allow maximum D/S/M/WBE participation. • Discuss joint venture initiatives, second- and third-tier D/S/M/WBE subcontracting, etc., if any. • List all other good faith effort employed; please elaborate. 		

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 CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL:

SIGNATURE: _____

DATE: _____

FOR DFW BUSINESS DIVERSITY AND DEVELOPMENT USE ONLY:

Plan Reviewed by: _____

Date: _____

Signature of M/WBE Liaison: _____

Recommendation: Approval: _____ Denial: _____

2j(1) CERTIFICATE OF ANTI-CORRUPTION COMPLIANCE

I, _____, do hereby certify on behalf of _____ (“Contractor”) that Contractor has received a copy of the U.S. Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), the DFW International Airport Board Code of Business Ethics (“Code”), and the Anti-Corruption Compliance Program policy statement of DFW International Airport (“Policy”). I further hereby certify on behalf of Contractor that Contractor understands that as an agent, contractor, consultant, sponsor, business partner, or other third party representing the DFW International Airport Board (the “Board”), that Contractor must comply with the Code, Policy, and all applicable laws, including but not limited to the FCPA and all other anti-corruption and/or anti-bribery legislation applicable to the Board. I further hereby certify on behalf of Contractor that Contractor understands the provisions of the FCPA, the Code, and Policy, and agrees to comply with those provisions and to take no action that might cause the Board to be in violation of the Code, Policy, or any applicable law, including but not limited to the FCPA or other anti-corruption and/or anti-bribery legislation applicable to the Board.

As a part of Contractor’s compliance, Contractor agrees among other things not to improperly influence, or attempt to improperly influence, any of the relatives of individuals associated with Contractor, current or former business associates, colleagues, friends, or anyone with whom individuals associated with Contractor are or become acquainted who is a foreign official (within the meaning of the FCPA, Code, and Policy), a member of a non-U.S. political party, or a candidate for non-U.S. political office.

I further hereby certify on behalf of Contractor, except as disclosed below, that I am not aware of any action that any individual associated with Contractor, any individual employed by or who has provided services on behalf of individuals associated with Contractor, or I have taken in connection with our association with Contractor in the past that could cause the Board to be in violation of the Code, Policy, or any applicable law, including but not limited to the FCPA or other anti-corruption and/or anti-bribery legislation applicable to the Board. I further hereby certify on behalf of Contractor that to the best of my knowledge and belief, except as disclosed below: (A) neither any individual associated with Contractor, any individual employed by or who has provided services on behalf of individuals associated with Contractor, nor I have made, offered, or promised any payment or gift of money or anything of value, directly or indirectly, to any officer or employee of a non-U.S. government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of such government, or department, agency, including any employee or official of any commercial enterprise owned, controlled, or operated by a government other than the United States, or any non-U.S. political party or party official or candidate for non-U.S. political office in order to influence an act or decision that will assist the Board in obtaining or retaining business or in directing business to anyone else; and (B) neither any individual associated with Contractor, any individual employed by or who has provided services on behalf of individuals associated with Contractor, nor I have engaged in any prohibited conduct or behavior under the Code, Policy, or any applicable law, including but not limited to the FCPA or other anti-corruption and/or anti-bribery legislation applicable to the Board. *(If no disclosures are required, please indicate by inserting “None” in the space below. If additional space is required please attach an additional sheet.)*

Questions regarding this form, the Code, the Policy, or any applicable law, including but not limited to the FCPA or other anti-corruption and/or anti-bribery legislation applicable to the Board should be addressed to a Board representative (who should address with them with the General Counsel or his or her designee) or directly to the General Counsel or his or her designee.

Signature

Date

2j(2) FCPA DISCLOSURE STATEMENT

**Foreign Corrupt Practices Act Disclosure Statement
by Applicant Wishing to Serve as an Agent or Consultant
for the
Dallas/Fort Worth International Airport**

As part of its compliance program for the United States Foreign Corrupt Practices Act (“FCPA”), the Dallas/Fort Worth International Airport Board (the “Airport”) requires that all applicants (hereinafter referred to as the “Applicant”) wishing to be considered for retention as an agent or consultant for the Airport in locations outside the United States, provide the following information.

1. General Information

a. Full name of Applicant:

--

b. Complete business address:

Telephone number:
Facsimile number:
Mobile number:

c. Indicate type of business organization of Applicant:

- Individual acting as a Sole Proprietorship
- Corporation
- Partnership
- Limited Liability Company
- Other business entity (please describe type): _____

d. Country or Countries where Applicant seeks to represent the Airport:

1 st	
2 nd	
3 rd	

(i) Is registry with a Government Authority a requirement for Applicant to conduct of business in the Country?

- 1st Yes No
- 2nd Yes No
- 3rd Yes No

(ii) If above is “yes”, is Applicant registered? If “yes”, provide registration or tax number

	Yes	No	Registration or Tax Number
1 st	<input type="checkbox"/>	<input type="checkbox"/>	
2 nd	<input type="checkbox"/>	<input type="checkbox"/>	
3 rd	<input type="checkbox"/>	<input type="checkbox"/>	

2. Has Applicant ever provided services for the Airport?

Yes No

3. Has Applicant represented other clients with respect to the conduct of a similar business within the Country?

If "yes", please list all such former or present clients:

4. Has Applicant, any employees of the Applicant or any director or owner of the Applicant ever been the subject of an investigation or criminal law violations, or been convicted of a crime?

If "yes", please give details below:

5. Please list all current and former directors and officers of Applicant (if a business) and all current and former employees of Applicant (if Applicant has fewer than 10 employees):

6. Please list every former or current owner of Applicant (and indicate their period of ownership if a former owner):

7. Please list every company or other business entity which is affiliated with Applicant (an affiliate is a company that Applicant owns at least 10% of):

8. If Applicant is a company, then has any owner, director, officer or employee (former or current) of Applicant served in a salaried or appointive position within the Government of the Country?

Yes No

9. Indicated below whether or not the following is a correct statement (for individual Applicants).

Neither Applicant, Applicant's spouse, nor any member of Applicant's or Applicant's spouse's family, is now serving, or ever has served, in a salaried or appointive position within the Government of the Country?

Correct Not Correct

If "Not Correct" was selected, please provide details:

--

10. Has Applicant ever conducted business under an alias, assumed name, trade name or used any other business name other than the full business name listed above?

Yes No

If "yes", please list the other names below:

11. If Applicant is an individual, please list:

a. Every other business for which Applicant is now, or ever has been employed:

b. Every publicly-traded company in which Applicant owns more than a 5% ownership interest:

c. Every non publicly-traded company or other business entity in which Applicant holds an ownership interest:

12. Please list **THREE** unaffiliated business contacts, and at least one banking institution contact, which the Airport may contact for reference purposes for Applicant:

a. Business Contacts

Name:	
Business Relationship:	
Address	
Telephone number:	
Mobile number:	

Name:	
Business Relationship:	
Address	
Telephone number:	
Mobile number:	

Name:	
Business Relationship:	
Address	
Telephone number:	
Mobile number:	

b. Banking Contact

Name:	
Business Relationship:	
Address	
Telephone number:	
Mobile number:	

13. Are you familiar with the prohibitions of the United States Foreign Corrupt Practices Act?

Yes No

14. Have you previously been accused of violating the United States Foreign Corrupt Practices Act or engaging in any practice which would be deemed to be the making of an improper payment to a public official?

If so, please explain:

15. Full name of person completing this form for Applicant:

Signature: _____

Name: _____

Title/Designation: _____

Telephone Number: _____

Date: _____

2k BID ENDORSEMENT FORM

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

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

BID FOR SOLICITATION NO.: 7005874

SUBMITTED BY:

(OFFICIAL NAME OF BIDDING FIRM)

By: _____
(Original Signature of Bidding Firm's Authorized Agent)

Must be signed for bid to be considered responsive

(Typed or Printed Name)

(Title)

(Email)

(Telephone Number)

(Date Signed)