



DALLAS/FORT WORTH
INTERNATIONAL AIRPORT

REQUEST FOR BID

Solicitation No. 7005864

SUPPLY OF HOT MIX ASPHALT

**Bid Opening and Deadline for Bid Submittal:
December 10, 2012 at 11:00a.m. (Central Time)**

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

Airport Board Contact:

**Nicole C. Mucha, CPSM, MA
972-973-5601 (fax)
nmucha@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 Not Be Held

SOLICITATION SUMMARY

1 GENERAL DESCRIPTION

Solicitation No. 7005864, for Supply of Hot Mix Asphalt is to provide hot mix asphalt as required for pick-up by Airport Staff at contractor's location.

2 SCHEDULE OF EVENTS

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

RFB Advertise Dates:.....November 11, 2012 and November 18, 2012
RFB Release Date:November 7, 2012
Questions Due:November 21, 2012, 5:00PM (Central Time)
Bid Due Date and Time:.....December 10, 2012, 11:00AM (Central Time)
Board Approval Date:.....January 10, 2013
Notice to Proceed.....February 1, 2013

3 CONTRACT TERM

One (1)-year period with no options to renew,

4 DISADVANTAGED, MINORITY, WOMEN OWNED BUSINESS ENTERPRISE GOAL

DMWBE subcontracting goal for this contract is: 0%

5 APPLICABLE LAWS

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

6 RECEIPT OF REQUEST FOR BID DOCUMENT

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

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BID INSTRUCTIONS AND REQUIREMENTS

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

1 DEFINITIONS

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

2 CONTACT INFORMATION

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

3 PRE-BID CONFERENCE

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

4 ADDENDA

- 4.1 The Board may, at its sole discretion, elect to issue changes or clarifications to the Bid Solicitation. The Board will issue changes in the form of a written addendum. Written addenda shall be the ONLY FORM of amendment to the Solicitation. Other written information or verbal communications, including but not limited to discussion in a Pre-Bid conference, shall not constitute a change to the requirements of the Solicitation. Addenda, if issued, will be posted on the Board's website (dfwairport.com/business/solicitations) prior to the date and time of the Public Bid Opening.
- 4.2 It is the Bidder's responsibility to ensure receipt of any addenda issued. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the Bidder from any obligations under its Bid as submitted. The Bidder must sign all addenda and return them with their bid. All addenda shall become part of the Contract documents.

5 DISADVANTAGED / MINORITY / WOMEN BUSINESS ENTERPRISES (DMWBE)

- 5.1 The Board strongly encourages DMWBE (disadvantaged, minority, and/or women-owned business enterprise) firms to participate in this solicitation and encourages joint venture bids that include DMWBE firms.
- 5.2 Bidders are directed to review the Special Provisions and the related forms within this Solicitation document for specific goals and compliance requirements.

6 BID PREPARATION

- 6.1 Submittals: Bidder must submit all Bid Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its Bid. Bidder's failure to include all

submittals may be cause to consider a bid non-responsive.

6.2 Completing the Business Disclosure Form:

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

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

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

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

6.6 Tax Exempt Status: Purchases by the Board are exempt from sales and use tax under Section 151.309 of the Texas Tax Code (the "Code"). In addition, Contractor purchases of tangible personal property and taxable services for the purpose of reselling them to the Board under this Contract may also be exempt from sales and use tax under Code Section 151.302.

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

6.8 Brand Name or Equal: To establish an understanding of the type products that will be considered responsive to the Specifications, specific manufacturers and series or model numbers may have been referenced. Unless specified "no substitute" in the Solicitation Specifications/Scope of Work, such brand identification is intended to be descriptive, not restrictive, and is referenced to indicate the quality and characteristics of products that will be satisfactory. Unless specified "no substitute"

in the Solicitation Specifications/Scope of Work, other makes and models (alternate products) may be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.

- 6.9 Alternate Products: Bidders offering alternate products must clearly identify said products in their bids. Product equality shall be determined solely by the Board based on comparison of all material respects to the brand name products referenced solely by the Board to be equal in all material respects to the brand name products referenced.
- 6.9.1 Bidders must submit upon request by the board, complete manufacturer's descriptive literature and/or samples of the product offered. This request may be made after receipt of bids.
- 6.9.2 Bidders proposing alternate products must be prepared, if requested by the Board, to fully demonstrate that the proposed products are equivalent to the referenced products and capable of achieving the desired results. Such demonstration(s) shall be made solely at the Bidder's expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Board.
- 6.9.3 Unless the Bidder clearly indicates in its bid that it is offering an alternate product, its bid shall be considered as offering the brand name and product model referenced.
- 6.10 Alternate Bids: Alternate bids may be considered only if the Bidder submits a separate bid based on the specifications provided in this Solicitation. Alternate bids must be clearly labeled as such. All alternate bids must detail any product, service or performance modifications proposed in the alternate bid. The Board reserves the sole right to accept or reject an alternate bid.
- 6.11 Confidential or Proprietary Markings: Any portion of the Bid that Bidder considers confidential or proprietary information, or to contain trade secrets of Bidder must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the Board with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.
- 6.12 Ancillary/Integral Professional Services: In selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, Bidder shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and so shall certify to the Board with its Bid.

7 SUBMITTAL OF BIDS

- 7.1 **The Board will accept bids no later than the Deadline for Bid Submittal in hard copy form based on the following criteria. The Board will not consider late bids under any circumstances.**
 - 7.1.1 Bids must be signed, sealed and delivered to the Board's Procurement and Material Management (PMM) Offices. Unsigned, unsealed or late bids will not be considered. Bids submitted by email or facsimile will not be considered. The Bid submittal must be clearly marked with the Solicitation Number, Bid Opening Date and Time and addressed to the attention of the PMM Department.
 - 7.2 Bid Bond: If a Bid Bond is required, details will be included in the Special Provisions of this Solicitation. Bidder will be required to submit the original copy of any Bid Bond required with the Hard Copy Bid or otherwise deliver it to the PMM Office prior to the deadline for Bid Submittal. Bid Bonds must be delivered in a sealed envelope bearing the Solicitation Number and Bid Opening Date and Time.

8 PUBLIC BID OPENING / EVALUATION OF BIDS

- 8.1 The Board 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. Requests for special accommodations or interpretive services must be made 48 hours prior to meeting by calling 972-973-5600 or faxing 972-973-5601.
- 8.2 The Board will tabulate bids based on the unit prices bid and quantities shown in the bid or based on a predetermined group of items selected for evaluation purposes. In the case of conflict between unit prices and extended prices, unit prices shall prevail.
- 8.3 Bid tabulations will be placed on the Board's website after Airport Board approval of award.
- 8.4 Bids submitted shall be final and are not negotiable; therefore, Bidder must provide their best and final pricing in their bid response.
- 8.5 The Board reserves the right to require additional information from any or all Bidders and to conduct necessary investigations to determine (a) if the product and/or service offered meets the Board's requirements, (b) the quality and reliability of the Bidder's performance, and/or (c) to determine the accuracy of the bid information. As part of said investigations, the Board may interview and/or visit companies or public entities listed as references.
- 8.6 The Board reserves the right to select any/all options that is/are determined to be in its best interests and at the sole discretion of the Board.
- 8.7 Except in the case(s) of one or more "tie bids", terms of payment, as offered by the Bidder, will not be considered by the Board for determining the most responsive bid. Bidders stated terms of payment, however, may be used as a guide in determining the method and timeliness of payment to the Bidder by the Board, following successful delivery and/or completion of services, as specified herein.
- 8.8 In the event of a tie bid, where bid price, responsiveness, responsibility and all other factors are equal, as solely determined by the Board, the Tie Bidders will be notified and invited to attend a meeting where the tie will be broken by drawing lots.

8.9 BID EVALUATION

Evaluation of bids shall include, but not necessarily be limited to, the following:

- 8.9.1 Compliance with the specifications, including completeness of submittal;
- 8.9.2 Hauling Distance;
- 8.9.3 Price;
- 8.9.4 Availability of product;
- 8.9.5 Length of integrity of warranty;
- 8.9.6 Reputation and experience of supplier.

9 BID AWARD

If a Contract is awarded as a result of this Solicitation, it will be made by the Board to the lowest responsive and responsible Bidder(s) meeting the requirements of the Board, and will be made within ninety (90) days after the opening of the bid. The Board reserves the right award to one bidder or award to multiple bidders if deemed in its best interest to do so. Board reserves the right to award by unit item(s), sections or categories of items or as a whole when applicable.

10 CONTRACT WITH THE BOARD

- 10.1 The Board and the Contractor agree to perform this Contract in strict accordance with the documents listed below, all of which are made a part of this contract, in the order of precedence listed. Subject to the order of precedence set forth below, the documents listed constitute the entire Contract between the parties.
- Addenda, if applicable
 - Solicitation Specifications / Scope of Work
 - Special Provisions
 - General Terms and Conditions
 - Contractor's Bid / Proposal
- 10.2 A bid, when accepted by the Board will constitute a Contract between the Board and the Successful Bidder. Acceptance may take the form of an Acceptance Letter or Purchase Order issued by the Board, or a Contract document issued by the Board and executed by both parties, followed by a Notice to Proceed issued by the Board. Each of these forms constitute a legal contract equally binding between the Successful Bidder and the Board. After bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.
- 10.3 Bidder is required to review all the terms, conditions and contract provisions contained in this Solicitation to ensure it can comply with and concurs with all requirements.
- 10.4 Bidder is required to review any insurance requirements that may be required in the Special Provisions to ensure it has adequate insurance or it will obtain the required insurance if awarded a Contract. Proof of insurance must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.
- 10.5 Bidder is required to review the payment terms and is advised that, unless other terms are requested and accepted, payment shall be made in accordance with the Texas Prompt Payment Act, including the provision that payment be made within 30 days after receipt of a valid invoice or receipt of products / services in accordance with the specifications, whichever is later.

11 DETERMINATION OF NON-RESPONSIBLE BIDDER

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

- 11.1 Reason for believing collusion exists among the Bidders.
- 11.2 Where the Bidder, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Board, or with either the cities of Dallas or Fort Worth, or where such litigation is contemplated or imminent, in the sole opinion of the Board.
- 11.3 The Bidder being in arrears on any existing Contract or having defaulted on a previous Contract.
- 11.4 Lack of competency, in the judgment of the Board, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- 11.5 Uncompleted work that, in the judgment of the Board, will prevent or hinder the prompt completion

of additional work if awarded.

- 11.6 Where the Bidder, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.
- 11.7 Where a Bidder or subcontractor thereof has failed to disclose a potential conflict of interest or discovered to have a conflict of interest in accordance the Board's Code of Business Ethics.
- 11.8 Where a Bidder, its subcontractor, or individual officer/principal of the bidder or subcontractor is under criminal indictment or been convicted of a criminal offense.

12 DETERMINATION OF NON-RESPONSIVE BID

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

- 12.1 The Bid shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind, in the sole determination of the Board.
- 12.2 Bid received after the time limit for receiving bids.
- 12.3 Bid was not signed.
- 12.4 Unbalanced value of any items.
- 12.5 Improper or insufficient bid guaranty, if required.
- 12.6 Bid did not meet specifications.
- 12.7 Bid did not contain all requested/required documents, submittals and /or samples.

13 REJECTION OF BIDS

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

14 WITHDRAWING BIDS

- 14.1 Bidder, by submitting a bid, warrants and guarantees that the bid has been carefully reviewed and checked and that it is in all things true, accurate and free of mistakes. However, Bidders have a common law right to withdraw a bid due to material mistake in the bid.
- 14.2 Bidder must submit a request to withdraw a bid in writing to the Vice President of Procurement and Materials Management. The written request to withdraw a bid must state the reason for withdrawal request and, if the request is made after deadline for bid submittal, the details of the material mistake must be included in the request. A bid for which withdrawal is properly requested prior to deadline for submittal will be returned to the Bidder unopened.
- 14.3 If the Bidder elects to withdraw its bid and withdrawal is accepted by the PMM Vice President or Designee, then the proposal/bid will become null and void. The proposal/bid will not be eligible to be reinstated.

END OF BID INSTRUCTIONS AND REQUIREMENTS

IMPORTANT REQUIREMENT FOR BID / PROPOSAL SUBMITTAL

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

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

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

 **DFW AIRPORT BID / PROPOSAL SUBMITTAL LABEL**

Bid / Proposal Number: 7005864

Bid / Proposal Name: Supply of Hot Mix Asphalt

Due Date and Time: _____

Company Name: _____

Contact Name: _____

Company Address: _____

Telephone Number: _____

NO BID/PROPOSAL INFORMATION FORM

SOLICITATION NO. 7005864

SOLICITATION TITLE: Supply of Hot Mix Asphalt

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

Nicole C. Mucha, CPSM, MA
Dallas/Fort Worth International Airport Board
Fax: 972-973-5601 / Email: nmucha@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: _____

BID/PROPOSAL CHECKLIST

SOLICITATION NO. 7005864 BIDDER/PROPOSER: _____

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

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

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

Bid/Proposal Submittals

- Signatures.** All forms requiring a signature have been signed.

- Bid/Proposal Forms.** All forms completed, including:
 - Bid/Proposal Pricing Form(s)
 - Business Disclosure Form
 - Organizational Summary Form
 - Bid/Proposal Endorsement Form
 - All other forms requested as part of the solicitation.

- Bid/Proposal Bond Form (if applicable).** Checked for accuracy, including verification that the contract number and name are included, a sufficient amount/percentage is provided and the form is submitted in the appropriate bid/proposal package. Bonds should be made on the form furnished in the solicitation and be executed by not less than one corporate surety admitted to do business in the State of Texas. Individual sureties will not be accepted.

- Addenda.** When applicable, Bidder/Proposer submits signed addenda issued as part of the solicitation. If any addenda included amended bid or proposal pages or attachments, those documents must be used and included with the bid or proposal. Bidder/Proposer has checked the Board's website or the assigned Board contact to ensure all addenda, if any, have been received.

- D/M/WBE Compliance.** If a D/M/WBE subcontracting goal is provided, Bidder/Proposer has included subcontractor participation sufficient to meet or exceed the stated goal. **Self performance by D/M/WBE Bidders/Proposers does not meet the D/M/WBE subcontracting goal; they are obligated to meet the subcontracting goal.** If the stated goal is not achieved, the Bidder/Proposer has provided documentation evidencing good-faith effort towards meeting the goal with their bid or proposal. D/M/WBE forms include the following (write "N/A" if the form was not part of the solicitation):

- Work Force Composition Form
- Schedule of Subcontractors (if applicable)
- Intent to Perform/Contract as a DMWBE Subcontractor Form
- Provide good-faith effort documentation if goal is not achieved (see D/M/WBE Provisions Section for details).

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

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

Bid/Proposal Completion Actions

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

Proofreading. Bidder/Proposer has proofread all documents to ensure all information provided by the Bidder/Proposer is accurate and responsive to the solicitation specifications. The Board is not responsible for errors made by the Bidder/Proposer.

Bidder/Proposer has proofread all mathematical and number entries to ensure accuracy and commitment to honor pricing as submitted.

Insurance Compliance. Bidder/Proposer has contacted insurance agent or representative to verify insurance requirements are met, if awarded a contract, and that it will meet the on-line insurance registration requirements through www.Ins-Cert.com (see insurance specifications).

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

Supplier Registration for Solicitation Notification and Payments

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

SPECIFICATIONS / SCOPE OF WORK

1 GENERAL OVERVIEW

The Dallas/Fort Worth International Airport Board (Board) is seeking to enter into a contract for the supply of hot mix asphalt. The Board's Airport Maintenance Department periodically requires hot mix asphalt in its operations. This Contract, if awarded, will be for the supply of hot mix asphalt as needed throughout the term of the Contract.

The asphalt to be furnished under this Contract will be ordered and picked up by Board Staff on an "as needed" basis. The quantities as shown herein are estimated quantities only. Said quantities will be utilized as the basis for establishing the not to exceed dollar amount for the initial term of the Contract. The Airport Board reserves the right to order more or less than the quantities shown or whatever is needed to meet its requirements.

2 CONVEYANCE

All conveyance of material from the hot mix asphalt plant (plant) to the Dallas/Fort Worth International Airport shall be by others and is excluded from this Contract.

3 DESCRIPTION OF MATERIALS

All hot mix asphalt supplied under this Contract shall comply with the Standard Texas State Highway Department Specification Item 340/342 Type B and Item 340/341 Type D.

4 QUANTITIES

4.1 It is estimated that the total annual volume of this Contract will be approximately 500 tons of Type B and 2,500 tons of Type D hot mix asphalt. However, the Dallas/Fort Worth International Airport Board reserves the right to adjust this volume to meet the Board's actual requirements. All hot mix asphalt shall be supplied and paid for based on actual quantities of each individual order.

4.2 Except as otherwise agreed, all hot mix asphalt shall be supplied during normal plant hours.

5 SPECIAL BID CONSIDERATION

Transportation costs are a significant factor in determining the final total costs of hot mix asphalt. The bid evaluation process will take into consideration total costs including both transportation to DFW Airport and product costs.

6 WARRANTY REQUIREMENTS

The hot mix asphalt (when properly mixed) according to manufacturer's instructions shall be warranted against defects in manufacture of for the full period customarily extended to governmental organizations, for a period of twelve (12) months beyond date of delivery and acceptance, whichever is greater.

7 INSPECTION

All products delivered under this Contract shall be subject to inspection by the Airport Board. If the product(s) is found to be defective, either in material or manufacture, the Airport Board reserves the right to reject the product(s). The defective product shall be replaced at no additional cost to the Airport Board.

END OF SPECIFICATIONS / SCOPE OF WORK

SPECIAL PROVISIONS

1 BOARD'S RIGHT TO INSPECT AND AUDIT

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

2 CONTRACT TERM

- 2.1 This Contract, if awarded, shall be for an initial **one-year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Board's Vice President of Procurement and Materials Management Department.

3 CHARACTER OF WORKERS, METHOD AND EQUIPMENT

- 3.1 The Contractor shall, at all times, employ sufficient labor and equipment for performing the Work to full completion in the manner and time required by this Contract, plans, and specifications.
- 3.2 All workers shall conduct themselves with a courteous demeanor and professional manner.

Contractor shall immediately remove any worker from performance of work at Board premises when one or more of the following occur:

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

4 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

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

- 4.2.3 Provide competent supervisors and workmen;
- 4.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;
- 4.2.5 Perform the Work without unnecessarily interfering with Board operations;
- 4.2.6 Provide all vehicles and tools as necessary for its use; and
- 4.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

5 DISADVANTAGED / MINORITY / WOMEN BUSINESS ENTERPRISE (DMWBE) PROVISIONS

Note: For the purposes of these DMWBE Provisions only, a Contractor is defined as one who participates, through a contract/subcontract (at any tier) or any other contractual agreement with the Board or, for purposes of these Provisions, seeks to do so by submission of a bid or proposal on any such contract or subcontract. A Contractor includes but is not limited to a contractor, consultant, commercial development developers, commercial development contractors and suppliers.

5.1 GENERAL REQUIREMENTS

- 5.1.1 It is the policy of the Dallas/Fort Worth International Airport Board of Directors ("Board") to support the growth and development of disadvantaged, minority and woman-owned businesses that can successfully compete for Board prime contracting opportunities.
- 5.1.2 The Board's Business Diversity and Development Department (BDDD) is tasked to ensure compliance with and implement the Board's DMWBE policy and procedures. BDDD has the mission to proactively facilitate and maximize business and capacity building opportunities for minority and women businesses by collaborating with internal customers and implementing effective innovative programs and approaches for prime, subcontracting and revenue generating opportunities.
- 5.1.3 Notification is hereby given that a DMWBE contract specific goal has been established for this Contract. The applicable DMWBE goal is **zero percent (0%)** of the total dollar value of this Contract including any change orders and/or modifications.

6 ENVIRONMENTAL AND SAFETY PROVISIONS

6.1 ENVIRONMENTAL DEFINITIONS

- 6.1.1 BEST MANAGEMENT PRACTICE (BMP). Shall mean schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
- 6.1.2 ENVIRONMENTAL IMPACT CLAIM. Shall mean any claim, suit, judgment, penalty, fine, loss, administrative proceeding, request for information, citation, notice, request, inquiry, or expense (including but not limited to any costs of investigation, study, cleanup, removal, response, remediation, transportation, disposal, restoration, monitoring, consultant's fees, contractor's fees, and attorney's fees) which arises out of, is related to, alleges, or is based on the presence, transportation, handling, treatment, storage, or actual or threatened Release, dispersal, disposal, escape, or migration of any Hazardous Material, Process Water, or Solid Waste, or any other chemical, material, irritant, pollutant, contaminant, regulated substance, or toxic substance (including but not limited to gasoline, diesel fuel, petroleum hydrocarbons, and any by-product or derivative thereof), whether solid, liquid, or gaseous in nature.

- 6.1.3 ENVIRONMENTAL LAWS. Shall mean all present and future federal, state, and local laws relating to protection of the environment, public health, and welfare, or safety, including, without limitation, all statutes, regulations, ordinances, permits, Best Management Practices, codes, orders, governmental requirements related to discharge of Process Water or other pollutants into the environment, waters of the United States, and/or waters of the State of Texas; and protection of areas of particular environmental concern, including, for example, wetlands, areas inhabited by endangered species, and historic sites.
- 6.1.4 HAZARDOUS MATERIAL. Shall mean any substance:
- 6.1.4.1. the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or
- 6.1.4.2. which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state, or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Texas Water Code and/or the Texas Health and Safety Code; or
- 6.1.4.3. the presence of which on the Airport causes or threatens to cause a nuisance upon the Airport or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Airport; or
- 6.1.4.4. without limitation, which contains gasoline, diesel fuel, other petroleum hydrocarbons, natural gas liquids, polychlorinated biphenyls (PCBs), asbestos, lead paint, or urea formaldehyde foam insulation.
- 6.1.5 PROCESS WATER. Means any water, which, during manufacturing or processing, comes into direct contact with, or results from the production or use of any raw material, intermediate product, finished product, byproduct or waste product.
- 6.1.6 RELEASE. Means any depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment or threat of release such that a release may enter the environment; and
- 6.1.7 SAFETY LAWS. Means any applicable law, regulation, standard, or order of any governmental agency relating to worker safety.
- 6.1.8 SOLID WASTE. Shall have the same meaning as in the Resource Conservation and Recovery Act, the Texas Health and Safety Code, and the Texas Solid Waste Disposal Act, and shall include sewage.
- 6.2 CONTRACTOR REQUIREMENTS
- 6.2.1 Contractor will obtain, maintain, and have readily available for examination at all times during the term of this Contract, all licenses, permits, exemptions, registrations and other authorizations and provide any notices not obtained or provided by the Board pursuant to this Contract which is required under Environmental Laws for conducting the Work and Contractor's operations at the Airport.
- 6.2.2 Contractor shall comply and shall cause all its employees, agents, sub-contractors, and other third parties under Contractor's control to comply, and shall include in all subcontracts a provision requiring the sub-contractor to comply and all employees or other third parties under sub-contractor's control to comply with all Environmental Laws. Not by way of limitation, but as emphasis only, Contractor represents, warrants, and covenants that:
- 6.2.3 Paints and coatings will comply with 30 Texas Administrative Code Section 115.421 (2000), and any amendments or successor thereto.
- 6.2.4 Work involving the use of cut-back asphalt will comply with the 30 Texas Administrative Code Section 115.512 (2000), and any amendments or successor thereto. Cut-back asphalt is

defined as any asphaltic cement that has been liquefied by blending with petroleum solvents (diluent).

- 6.2.5 Contractor shall comply and shall cause its employees, agents, sub-contractors, and other third parties under Contractor's control to comply with all Board's policies, rules, regulations, and permits, and to conduct the Work consistent with the Board's commitments under the State Implementation Plan and the National Environmental Policy Act.
- 6.2.6 Contractor shall not cause, contribute to, or permit any Release of any Hazardous Materials, Solid Waste, or Process Water by Contractor or its employees, agents, sub-contractors, or other third parties under Contractor's control into the environment or cause, contribute to, or permit any violation of any Environmental Law.
- 6.2.7 Contractor shall dispose of and cause its employees, agents, sub-contractors, or any other third party under Contractor's control to dispose of any Solid Waste or Hazardous Materials generated or located at the Airport in compliance with Environmental Laws, and, if not sooner required by Environmental Laws or this Contract, at the termination of this Contract shall remove and dispose of all Solid Wastes and Hazardous Materials not incorporated into the work in accordance with this Contract at its sole expense in a lawful and timely manner.
- 6.2.8 Contractor shall advise the Board immediately of any potential or actual non-compliance with any Environmental Law or Safety Law on Airport property by any person.
- 6.2.9 Contractor shall, immediately upon receipt, provide the Board with copies of any notice or other document issued to Contractor or its sub-contractors alleging non-compliance or investigating potential non-compliance with any Environmental Law or Safety Law at the Airport.
- 6.2.10 Spills, leaks, or releases of Hazardous Material shall be reported immediately to the Board's Environmental Affairs Department.
- 6.2.11 Contractor shall comply with Board's Spill Reporting Policy, Clean Air Policy, and other applicable environmental policies.
- 6.2.12 From time to time, and in the Board's sole discretion, Board representatives may conduct an inspection, assessment, and/or regulatory compliance audit of the Work and/or Contractor's operations, including operations of Contractor's employees, agents, sub-contractors, or any other third party under Contractor's control. The Board may perform testing as needed and may conduct interviews of Contractor or its sub-contractors. Contractor will cooperate and will cause its employees, agents, sub-contractors, or any other third party under Contractor's control to fully cooperate in such inspection, assessment, or audit. Contractor remains solely responsible for its environmental compliance, notwithstanding any Board inspection, audit, or assessment.
- 6.2.13 If Board property or other real property or tangible personal property located at the Airport are contaminated or otherwise damaged or injured by any Solid Waste or Hazardous Materials released by Contractor or its employees, agents, sub-contractor, or any other third party under Contractor's control, Contractor agrees to promptly undertake remediation of such contamination or damage to background levels, if established, or to other levels or standards acceptable to the Board, and to restore the affected property to its condition prior to such contamination or damage in all material respects. If Contractor does not promptly and fully remediate and restore the affected property, the Board may, but is not required to, perform the remediation and restoration, and Contractor shall reimburse the Board for all costs associated with such contamination, remediation, and restoration, including but not limited to consultants' fees, contractor's fees, penalties, attorneys' fees, and costs of investigation and remediation, within twenty (20) days after the Board delivers notice to Contractor of such costs.
- 6.2.14 Failure by Contractor or its subcontractors to comply with any Environmental Provision shall be considered a default for which the Board may exercise its remedies in accordance with the terms of this Contract.

6.3 ASBESTOS-CONTAINING MATERIALS

- 6.3.1 It is the policy of the D/FW Airport Board that all architects, engineers, consultants, general contractors, subcontractors, distributors, suppliers, and others receiving proceeds from this Contract be bound by the Board's philosophy toward the use of asbestos within the boundaries of the D/FW Airport. Towards this end, Contractor covenants and agrees that it shall not use or install products containing asbestos in any form as part of this Contract or subsequent addendum or Change Order. If requested to do so by the Board, Contractor shall submit letters of certification or MSDS from manufacturers of sealants, adhesives, gasket material, piping, curing materials, and other materials to be used at the Airport that their products are free of asbestos.
- 6.3.2 This provision applies to all materials and/or products placed in service within the boundaries of D/FW Airport under conditions and terms of this Contract. Contractor accepts and assumes all responsibility and liability for asbestos-containing products and/or materials installed, used, or provided in performance of the Work. In addition, the Contractor accepts and assumes responsibility and liability for all expenses related to the removal, replacement and reparation of asbestos containing materials put in place under terms of this Contract. The Contractor also certifies that a non-asbestos containing material or product of similar kind and quality will be substituted with the approval of the Board.
- 6.3.3 Even if asbestos abatement is not included in the scope of work for this Contract, should non-compliance of drawings, notations, and specifications within the asbestos prohibition contained herein be discovered by or on behalf of Contractor, the Contractor must promptly notify Board representatives in writing of the non-compliant notation or specification.
- 6.3.4 This provision reflects the mandate of the Board to promote the health, safety, and welfare of the general public and to establish a standard for response to asbestos within the limits of Airport authority. Contractor shall comply with all Environmental and Safety Laws relating to asbestos-containing materials.
- 6.3.5 This provision supersedes and replaces all other references, specifications, and notations relating to asbestos-containing materials, which may appear in this Contract.

6.4 ENVIRONMENTAL INDEMNITY

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

LAW.

6.5 SAFETY PROVISIONS

6.5.1 The Contractor covenants and agrees:

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

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

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

6.5.1.3.1. Board's written policies and requirements governing the identification and use of hazardous chemicals; and

6.5.1.3.2. All Safety Laws.

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

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

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

6.6 SURVIVAL

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

7 NEW MATERIALS

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

8 PROTECTION AND RESTORATION OF PROPERTY

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

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

such damage or injury in an acceptable manner.

9 PUBLIC CONVENIENCE AND SAFETY

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

10 WARRANTY INFORMATION

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

END OF SPECIAL PROVISIONS

GENERAL TERMS AND CONDITIONS

1 ASSIGNMENT

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

2 CHANGES IN CONTRACT

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

3 CODE OF BUSINESS ETHICS

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

4 COMPLIANCE WITH LAWS

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

5 CONFIDENTIAL OR PROPRIETARY INFORMATION

Any portion of the Contractor's Bid that is marked confidential or proprietary, or clearly states contains trade secrets of the Contractor may not necessarily guarantee the non-release of the information under

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

6 DELIVERY / PERFORMANCE OF SERVICES

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

7 DISADVANTAGED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (DMWBE) PARTICIPATION

- 7.1 It is the policy of the Board to remove barriers for Disadvantaged/Minority and Women-Owned Business Enterprises (DMWBEs) to compete and create a level playing field for DMWBEs to participate in Board contracts and related subcontracts.
- 7.2 Additional DMWBE Program requirements, if any, shall be included in the Special Provisions Section of this Contract.

- 7.3 The Contractor specifically agrees to comply with all applicable provisions of the Board's DMWBE Program and any amendments thereto. The Contractor agrees to include all Board DMWBE Program requirements in all subcontracts and to further require all subcontractors to include all DMWBE Program requirements into all sub-subcontracts. All subcontractors at all tiers agree to comply with all applicable provisions of the Board's DMWBE Program.

8 DISPUTE RESOLUTION

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

9 FINANCIAL INTEREST

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

10 FISCAL YEAR FUNDING

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

11 FORCE MAJEURE

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

12 INDEMNIFICATION AND HOLD HARMLESS

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

13 INDEPENDENT CONTRACTOR

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

14 JURISDICTION

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

15 NON-DISCRIMINATION

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

16 NOTICE OF DELAYS

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

17 PERSONAL LIABILITY OF PUBLIC OFFICIALS

In carrying out any of the Contract provisions or in exercising any power or authority granted to him by this Contract, neither the Board's Technical Representative, his/her authorized representatives, nor any employees or officers of the Board shall be personally liable.

18 SEVERABILITY

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

19 SUBLETTING OF CONTRACT

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

20 TAX EXEMPTION STATUS

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

21 TEMPORARY SUSPENSION OF THE WORK

- 21.1 The Board Technical Representative, in conjunction with PMM, shall have the authority to suspend the Work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the

performance of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.

- 21.2 In the event that the Contractor is ordered by the Board's Technical Representative, in writing, to suspend Work, in whole or in part, for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, the Contractor shall be paid that part of the Work, if any, not shut down, and for extended overhead, if any relating to the part of the Work suspended. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Technical Representative's order to suspend Work to the effective date of the Technical Representative's order to resume the Work. Claims for extended overhead shall be filed with the Board's Technical Representative within the time period stated in the Board's Technical Representative's order to resume Work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Board's Technical Representative will forward the Contractor's claim to the Board for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the Contract, plans, or specifications.
- 21.3 If it should become necessary to suspend Work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor likely to become damaged in any way.

22 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES

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

23 TERMINATION OF CONTRACT FOR BOARD CONVENIENCE

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

24 TERMS OF PAYMENT

- 24.1 Terms of payment to the successful Bidder will be contingent upon the terms provided in the Contract and based on invoices submitted to and approved by the Vice President of PMM or designee. Invoices shall be fully documented in accordance with the specifications. If no specific payment terms are stated, the terms shall be Net 30.
- 24.2 Payment may be delayed on invoices not listing the Contract number. Invoices shall be priced per unit prices as awarded unless Contractor invoices at a discounted unit price. If Contractor invoices for less than the contracted unit price, the Board has the right to accept invoice and pay the discounted price as full satisfaction of compensation due the Contractor.

- 24.3 Invoices will be paid following delivery and acceptance unless special arrangements are made through the Vice President of PMM for partial payment or progress payments. Progress payments will be made following receipt of a valid invoice submitted by the Contractor. Invoices must reflect only the amount due for accepted portion of the services performed, materials, and equipment furnished for the period covered by each invoice.
- 24.4 Upon payment by the Board, Contractor shall pay each subcontractor the appropriate share of the payment no later than the seventh (7th) calendar day after the day on which the Contractor receives payment from the Board.
- 24.5 Unless otherwise directed, invoices shall be submitted by mail, fax or email to:

Dallas/Fort Worth International Airport Board
Procurement and Materials Management Department
Attn: Contract Accounts Payable
P. O. Box 619428
Dallas/Fort Worth Airport, Texas 75261-9428
Fax: 972-973-5601
Email: imaging@dfwairport.com

USE ONLY ONE METHOD OF INVOICE DELIVERY

25 **THIRD-PARTY BENEFICIARY CLAUSE**

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

END OF GENERAL TERMS AND CONDITIONS

BID RESPONSE FORMS

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

FROM: _____
 BIDDING FIRM

1 BID PRICING

The undersigned, as an independent contractor, hereby offers to provide to the Dallas/Fort Worth International Airport Board (Board), at the terms and conditions contained in this Solicitation No. **7005864** and this Bid, the following goods and/or services at the prices hereby bid:

Supply of Hot Mix Asphalt

ITEM NO.	DESCRIPTION	EST QTY	UNIT PRICE	EXTENDED PRICE
1	Hot Mix Asphalt per DFW Airport Board specifications: Item 340/341, Type B	500 Tons	\$ _____ Per Ton	\$ _____
2	Hot Mix Asphalt per DFW Airport Board Specifications: Item 340/341, Type D	2500 Tons	\$ _____ Per Ton	\$ _____

Payment terms: Net _____; _____% discount in _____ days.

2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

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

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

Yes, Agree to Cooperative Purchasing Provision

No, Do Not Agree to Cooperative Purchasing Provision

3 BUSINESS DISCLOSURE FORM

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

Information about Entity Submitting Bid/Proposal/Offer

(This information must match the information provided on the Bid/Proposal/Offer.)

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

I. Entity Ownership Information

(Check the appropriate box and provide requested details below.)

Business Structure: (Please check only one box)					
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation ("C")		
IF CORPORATION, please check all the type(s) below that are applicable:					
<input type="checkbox"/> For Profit <u>or</u>	<input type="checkbox"/> Non Profit	<input type="checkbox"/> Public <u>or</u>	<input type="checkbox"/> Private		
<input type="checkbox"/> S Corporation	<input type="checkbox"/> Professional	<input type="checkbox"/> Parent-Subsidiary	<input type="checkbox"/> Close		
State of Incorporation, Registration or Formation:					
State:	Month:	Year:			
Name(s) of Owner(s) or Partners (or Owner of DBA if applicable):					
Name of Joint Venture Participants, if applicable:					
<u>UNLESS PUBLICLY TRADED</u> 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.

Form Revised 08/07

4 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 State of Texas Historically Underutilized Business (HUB)
ID Number: _____
- Certified as Minority/Women Business Enterprise by the North Central Texas Regional Certification Agency (NCTRCA)
NCTRCA Certification Number: _____

Additional Comments if Desired:

5 WORK FORCE COMPOSITION

NAME OF BIDDING FIRM / CONTRACTOR

DATE

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

6 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: _____

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

BID FOR SOLICITATION NO.: 7005864
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 or Telephone Number)

(Date Signed)