DALLAS/FORT WORTH
INTERNATIONAL AIRPORT

REQUEST FOR BID

Solicitation No. 7005931

Painting Services

Bid Opening and Deadline for Bid Submittal:

September 3, 2013 at 11:00 a.m. (Central Time)

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

Airport Board Contact:

Hollis Trotter
972-973-5601 (fax)
Htrotter@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: **August 14, 2013 at 2:00 p.m. (Central Time)**
Location: **Procurement and Materials Management Large Conference Room, located at 3122 E. 30th Street/Carbon Road, DFW Airport, TX 75261**

SOLICITATION SUMMARY

1 GENERAL DESCRIPTION

The Dallas/Fort Worth International Airport Boards seeks to contract with a vendor to provide painting services of indefinite quantities for the Board's Energy, Transportation and Asset Management Department.

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:..............July 28, 2013 and August 4, 2013

RFB Release Date: ....July 30, 2013

Pre-Bid Conference:................August 14, 2013 @ 2:00 p.m. (Central Time)

Deadline for Questions:...........August 20, 2013 @ 4:30 p.m. (Central Time)

Bid Due Date and Time:..........September 3, 2013 11:00 a.m. (Central Time)

Board Approval Date:..............October 3, 2013

Notice to Proceed....................October 2013

3 CONTRACT TERM

5 Years

4 SMALL BUSINESS ENTERPISE (SBE) GOAL

SBE goal for this contract is: 0 %

5 APPLICABLE LAWS

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

6 RECEIPT OF REQUEST FOR BID DOCUMENT

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

7 INSURANCE REQUIREMENTS

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

8 SUBMITTAL LABEL

IMPORTANT

REQUIREMENT FOR BID / PROPOSAL SUBMITTAL

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

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

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

DFW AIRPORT BID / PROPOSAL SUBMITTAL LABEL

Bid / Proposal Number: 7005931

Bid / Proposal Name: Painting Services

Due Date and Time: ______________________________

Company Name: ______________________________

Contact Name: ______________________________

Company Address: ______________________________

____

Telephone Number: ______________________________

9 NO BID FORM

NO BID/PROPOSAL INFORMATION FORM

SOLICITATION NO. **7005931**

SOLICITATION TITLE: **Painting Services**

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

Hollis Trotter
Dallas/Fort Worth International Airport Board
Fax: 972-973-5601 / Email: htrotter@dfwairport.com

Please check all that apply:

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

____
Company Name:

____
Authorized Officer or Agent:

Telephone: ____________________ Facsimile Number: ____________________

or

Email:______________________________

TABLE OF CONTENTS

EFFECTIVE 10/1/2012

SBE PROGRAM IN EFFECT

Please review all Bids/Proposal Documents CAREFULLY!

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

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 AND CLARIFICATIONS

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

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

5 SMALL BUSINESS ENTERPRISE (SBE)

5.1 The Board strongly encourages SBE (small business enterprise) firms to participate in this solicitation and encourages joint venture Bids that include SBE-certified firms.

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

5.3 Bidders are directed to review the Special Provisions 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 Proposal rejection.

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

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

6.6 Tax Exempt Status: Purchases by the Board are exempt from sales and use tax under Section 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: No alternate bids will be considered.

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.

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. 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 PROPOSER

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.

15 BID / PROPOSAL CHECKLIST

BID/PROPOSAL CHECKLIST

SOLICITATION NO. __7005931__ BIDDER/PROPOSER:____________________________

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

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

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

Bid/Proposal Submittals

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

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

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

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

☐ **SBE Compliance.** If a SBE goal is provided, Bidder/Proposer has included prime and/or subcontractor participation sufficient to meet or exceed the stated goal. **Self performance by an SBE Prime Bidder/Proposer can be credited towards the SBE goal.** If the stated goal is not achieved, the Bidder/Proposer has provided documentation evidencing good-faith effort towards meeting the goal with their bid or proposal. SBE forms include the following (write "N/A" if the form was not part of the solicitation):

☐ Work Force Composition Form
☐ Commitment to SBE Participation Form
☐ Schedule of Subcontractors
☐ Intent to Perform/Contract as a DMWBE Subcontractor Form (As applicable)
☐ Good Faith Effort Plan if goal is not achieved (see SBE 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.dfwairport.com/procurement/index.php

END OF BID INSTRUCTIONS AND REQUIREMENTS

SPECIFICATIONS / SCOPE OF WORK

1. GENERAL OVERVIEW

1.1 This Contract, if a Contract is awarded, is to provide painting services of indefinite quantities not to exceed $250,000.00 annually. Work shall be performed on an as-needed basis, as directed by the Board's Energy, Transportation and Asset Management Department (ETAM). When work is requested, the Contractor shall be required to provide all manpower, materials, tools, supplies, equipment, transportation, and supervision necessary to perform all interior and exterior painting services as described herein. These services include as needed interior and exterior painting of various buildings, structures, and equipment located throughout Dallas/Fort Worth International Airport (herein called the Board). However, the Board is not obligated to order any work.

1.2 Bidder shall have been in business of providing scope of work services for no less than three (3) years.

1.3 Should any question arise as to the meaning and intent of this Contract, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Owner who shall decide the true meaning and intent of the Contract.

1.4 The contractor shall perform interior and exterior painting of all surfaces described herein. These surfaces are to include, concrete floors, interior walls and ceilings, exterior walls, metal I beams, acoustical ceiling tile, concrete block walls, metal pipe and railing, masonry walls, window trim, mullions and grills, metal building trim and down spouts, jersey barriers, wood and metal doors.

1.5 Contractor shall commence painting operations at the site of work and continuing such operations until the work is completed, including all necessary mobilizations and demobilizations, will be considered as one "Move In". The Contractor will be guaranteed a minimum of $2,000.00 worth of painting services for each "Move In". A "Move In" may include work at several locations to meet the $2,000.00 worth of painting services requirement.

1.6 Except as noted below, normal business hours for painting services will be 8:30 AM to 5:00 PM Monday through Sunday. Approximately 50% of the scope of work can be completed during these hours.

1.7 A majority of the interior surfaces to be painted are located in occupied, high traffic and/or congested areas. The remaining 50% of the scope of work shall be completed by the contractor during the late night (5:30 P.M. - 3:00A.M.) hours. If the duration of the work in these areas extends beyond one work night, the contractor shall temporarily secure the area and remove all debris and equipment until the next work period. Storage of materials at the job site is not allowed. Temporary storage may be provided for the Contractor at the discretion of DFW Airport Board ETAM Representative (ETAM Representative). Work hours within the Terminal shall be established on a case by case basis.

1.8 Some scope of work will be required to be performed in secure areas, therefore the contractor's personnel shall be required to obtain security badges under the Authority's normal security badge issuance procedures.

1.9 The contractor's equipment shall not impede the normal operation of the Airport and/or adversely impact Airport tenants or users. No scaffolding, ladders, lifts or other equipment used for the project will be allowed to remain erect or standing in the work area outside the normal work hours unless prior written approval has been granted by the ETAM Representative.

1.10 The contractor shall perform each painting task according to a detailed written job plan which is prepared by the contractor and approved by ETAM Representative, at least seven (7) days prior for each job. The plan shall include the dates the work is to be initiated and completed as well as the amount of work projected to be completed daily. The job plan shall identify the hours when the contractor will perform the work.

1.11 The contractor shall submit manufacturer's literature and paint color samples to ETAM Representative for approval prior to commencing painting. Other materials incorporated into the work shall also be approved by DFW Airport Board ETAM Representative prior to installation.

1.12 The contractor shall provide all ladders, lifts, drop cloths, scaffolding, paintbrushes, rollers, barricades, signs, spray equipment, high pressure washers, and any other equipment incidental to and necessary for the performance of the painting services and surface preparation described in this Statement of Work. The unit prices provided in the Bidder's bid submittal shall include all labor, supplies, equipment, tools, and incidentals necessary to accomplish that line item of work. The Board will have no obligation to fund any additional equipment, such as high reach lifts or bucket trucks, unless the situation contains extraordinary restrictions or requirements, not ordinarily present in a typical painting job, at a major Airport. In those cases, the contractor shall notify the Board in advance of the specific item of equipment needed, the time period it is required, and its cost. The contractor shall NOT proceed to lease, rent or otherwise acquire the equipment until he receives written approval from ETAM Representative

1.13 Contractor shall notify ETAM Representative immediately (both verbally and in writing) of all damage and/or discrepancies that they identify at the job site prior to the start of work as well as any personal injury or property damage that occurs while performing this scope of work.

1.14 Warranty of Construction - In addition to any other warranties in this Contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, design, or workmanship furnished or performed by the Contractor or any subcontractor or supplier of any tier. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Board takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Board takes possession.

1.15 Failure of the Board personnel and/or ETAM Representative to discover or to reject services which are unacceptable and not in accordance with the contract shall not be deemed an acceptance thereof nor a waiver of the Board's right to proper execution of the contract or any part of it by the contractor.

1.16 Quality Control: The contractor shall implement an effective quality control program. This program shall insure the contractor fulfills all the requirements of this scope of work.

2. DFW BOARD FURNISHED PROPERTY

2.1 Utilities: Hot and cold water and electricity will be provided from existing outlets.

2.2 No new supply locations will be provided.

3. CONTRACTOR FURNISHED PROPERTY

3.1 The contractor shall furnish all resources (i.e. supervision, labor, materials, supplies, and equipment) that are necessary to fulfill all the requirements described in this scope of work in a safe, orderly, timely, efficient, satisfactory and workmanlike manner.

3.2 The contractor shall, as directed by the ETAM Representative, schedule its and its subcontractor(s) supplies and equipment deliveries during times and locations that cause minimum disruption and inconvenience to the Board's operations. Unless otherwise directed in writing by the ETAM Representative, all such deliveries shall be made at the job site only during the hours of 7:00 A.M. and 3:30 P.M. daily. The contractor shall notify the ETAM Representative both verbally and in writing of all deliveries 24 hours prior to the scheduled delivery. All deliveries by or to the contractor or its subcontractor at the Airport job site shall only be made to the loading dock(s) associated with each building or locations approved in advance by the ETAM Representative.

3.3 Electrical Equipment: All electrical extension cords shall be properly sized for the equipment load and placed away from vehicular or pedestrian traffic. All connections between the extension cords and relayed equipment (e.g., tools, machine, or additional extension cords) shall be tightly fastened with no exposed electrical contacts. All extension cords shall have and use, a proper electrical grounding pipe. Power tools and/or extension cords used in damp areas shall be plugged into a Ground Fault Circuit Interrupter (GFCI) switche(s) to immediately shutdown when a short to ground is detected.

3.4 Man lifts: All contractors provided lifts shall be equipped with a flashing yellow beacon light and fire extinguisher. All lifts provided on the job site must be approved in writing by the Board at least 7 days prior to their intended use by the contractor on the job site. The contractor must submit documentation that demonstrates to the satisfaction of the Board that the contractor's personnel who will operate the lifts have sufficient training, certification and experience to operate the equipment safely. The contractor shall assure that the use, safe operation and/or servicing of these lifts are in compliance with all applicable requirements including but not limited to ASNI/SIA A.92.6-1999 Standard for Supported Elevating Work Platforms, effective 01/02/2000. In the event of a contractor provided lift failure and/or malfunction, the contractor shall provide a replacement lift within one (1) working day so as not to delay scheduled completion of task.

3.5 Ladders: Unless otherwise directed by the Board, the contractor shall use ladders that utilize rubber floor protectors to perform the painting described herein for all buildings. The contractor shall avoid direct pressure on glass and painted aluminum panels. Protection pads shall be used by the contractor to prevent ladders from marring building surfaces. All ladders shall be equipped with rubber shoes for the protection of the floors. While on the roof, no equipment ladders, tools, scaffolding or metal containers are to make direct contact with the Roofing Membrane. The contractor shall provide and utilize, for the protection of the roof surface, one or more layers of plywood (1/2" minimum thickness). Care must be taken while placing and securing plywood on roof so as not to harm the Membrane. In the event damages occur, the contractor shall immediately inform ETAM Representative both verbally and in writing and repair the damages using only materials, procedures and personnel authorized by ETAM Representative.

3.6 High Pressure Washer: High pressure washing equipment shall produce sufficient pressure to remove all loose paint, chalking, grease, dirt, and other contaminants that would otherwise prevent adhesion. Remote areas at the Airport, water and electrical power will not be available and will require pressure blasting equipment that is self-contained, including the ability to carry a water supply. Water supply is available at the Airport Maintenance building for filling the tank.

3.6.1 Pressure washing requires DFW Airport Board Environmental Affairs Department approval prior to beginning any pressure washing activity.

3.6.2 Depending upon the area being pressure washed the Contractor shall be required to collect the water and dispose of it in approved storage tanks located on DFW Airport Board property.

3.6.3 The determination as to whether or not water needs to be collected will be made by DFW Airport Board Environmental Affairs Department.

3.6.4 Contractor shall not pressure wash if there are water restrictions prohibiting such activity.

4. SAFETY

4.1 The contractor, subcontractor(s) and each of their employees shall comply with all applicable local, state, federal, and DFW Airport laws, rules, regulations, and practices.

4.2 The contractor shall also be responsible for all injury to persons or damage to property that occurs as a result of the contractor's negligence and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. The contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire work.

4.3 The contractor shall perform all its activities pursuant to this contract in a safe manner. The contractor shall assume responsibility on the job site for the actions of all its and its subcontractor(s) personnel who are associated with performance on this contract. In the performance of the scope of work the contractor shall take adequate measures to prevent bodily injury or damage to Airport Board property.

4.4 The contractor shall provide all barricades, warning signs (i.e. Caution Men Working Above, and other safety and protective equipment required to isolate or restrict public access to the work site and/or to protect Airport employees and the general public from personal injury due to materials, equipment or operations at the site. All barricades, warning signs, etc. shall be in accordance with Federal, State and Local codes, but in no case should barricades be lower than four (4) feet in height with support no farther than eight (8) feet apart.

4.5 The contractor shall provide and use adequate barricades and signs to provide sufficient notice of potential safety hazards prior to, during, and after the performance of the services.

4.6 The contractor shall provide and ensure that all its personnel at the job site properly wear all applicable safety devices and apparel.

4.7 The Board shall have the right to inspect all areas for safety violations at its discretion, direct the contractor to make immediate improvement of conditions and/or procedures, and/or stop the work if other hazards are deemed to exist. Notwithstanding any provision to the contrary, the Airport Board shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the contractor.

4.8 In the event that the Board should elect to stop work because of any type of contractor caused on the job site safety hazard, after the contractor has been notified and provided ample time to correct, the contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage. The contractor shall pay any and all additional expenses.

4.9 It shall be the responsibility of the contractor to immediately notify the ETAM Representative if the job site is visited by an official authorized to enforce any regulatory requirements including but not limited to OSHA.

4.10 The contractor shall inspect all powered equipment daily before operations for signs of wear as well as potential safety hazards. The contractor shall immediately remove from service on the job sites all equipment including extension cords which are potentially unsafe, damaged, inoperable and/or do not meet the manufacturers operational specifications.

4.11 The contractor shall never leave power equipment unattended without disconnecting them from their power source.

4.12 The contractor shall immediately notify ETAM Representative both verbally and in writing of any accident on the job site that is related to the performance of this SOW that involve bodily injury or damage to property. The Contractor will provide information necessary, concerning whom to contact and the specific form of the follow-up written notice.

4.13 Any damages caused by the contractor, subcontractor, or their employees to the Authority's property shall be properly repaired or replaced by the contractor, to the satisfaction of the ETAM Representative, at the contractor's expense.

5. PERFORMANCE

5.1 The contractor's or any subcontractor’s employees shall not disturb any items (I.e. furniture, documents, materials, supplies, equipment, etc.) that are in any area of the job sites unless either directed otherwise by ETAM Representative or the items are the property of either the contractor or the contractor's personnel. In situations where items are located in the general area of proposed work, the contractor, at no additional cost to the Board, shall temporarily relocate such items until such time as the proposed work is completed. The contractor shall assure that all items to be relocated are returned to their original locations without damage to them or to the surrounding surfaces.

5.2 The contractor shall adhere to and fulfill all the time and frequency requirements described herein.

5.3 The contractor shall immediately advise the ETAM Representative if the contractor is requested to perform any work on the job site, which is outside of the work described in the SOW. The contractor shall advise the ETAM Representative of the scope, location, and period of performance of this work as well as who requested and/or contracted them to perform it and the entity for whom it is being performed.

6. ENVIRONMENTAL AND REGULATORY

6.1 The contractor (including its on the job site employees and subcontractors) shall comply with all applicable federal, state, local, and DFW Airport regulatory, code, and procedural requirements.

6.2 The contractor shall provide the DFW Airport Board's Environmental Affairs Department with Material Safety Data Sheets (MSDS) for all materials used and/or stored on the job site by the contractor.

6.3 All regulatory infractions, which are incurred by the contractor while fulfilling the requirements of this SOW, shall be immediately reported by the contractor to the ETAM Representative, DFW Airport Board's Environmental Affairs Department and appropriate regulatory agencies.

6.4 Asbestos Containing Materials/Lead Based Paint: All facilities at the Airport have the potential to have asbestos containing materials (ACM). Prior to SOW activities the DFW Airport Board will conduct an asbestos inspection indicating the presence of ACM in the work areas. Facilities constructed prior to 1978 should be presumed to have paint containing lead in their construction. Until a report has been supplied, the contractor shall stop work immediately and notify the ETAM Representative of its findings. The contractor shall not wash, disturb, remove, scrape or sand asbestos containing materials or paint containing lead.

6.5 Removal of asbestos containing materials and materials containing lead based paint shall be performed by others and is not a part of this SOW.

6.6 The contractor is responsible for insuring that any worker performing work in an area with ACM shall have asbestos awareness training.

6.7 Air Quality: The contractor shall use, on the job site, only chemicals and products which are effective to fulfill the requirements described herein, have the least adverse impact on the environment, do not exceed the volatile organic chemical (VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA), and comply with all applicable regulatory requirements.

7. CONTRACTOR PROVIDED HAZARDOUS MATERIALS

7.1 Compliance with Laws: The contractor shall comply with all laws relating to hazardous materials on the job sites or related to the contractor's activities at the job sites. The contractor shall not manage, use or store hazardous materials at the job sites without prior approval of the ETAM Representative and which are reasonable in quantity and necessary to accomplish the SOW. The contractor shall not dispose or treat any hazardous materials on the job sites or surrounding lands or water. The contractor shall immediately provide the ETAM Representative a written list of hazardous materials, which are intended to be used or stored, at the job site and the approximate quantities to be used or stored prior to beginning any work task.

7.2 Materials containing the following asbestos minerals are not to be installed into/onto any structure on the airport property: Chrysotile, Amosite, Crocidilite, Tremolite, Anthophyillite, and Actinolite.

7.3 The Contractor's Responsibility for Environmental Costs and Damages: The contractor's hazardous materials shall be the sole responsibility of the contractor and the contractor shall be solely liable for and responsible for, without limitation, at the contractor's sole cost and expense:

7.3.1 Corrective action of the contractor's hazardous materials as directed by any governmental agency, as required by any law, or as necessary to prevent or eliminate any nuisance, trespass, waste or diminution in the value of the job sites or as necessary to avoid any impairment of the Authority's ability to use the job sites for Airport purposes upon expiration or termination of this contract.

7.3.2 Damages for injury or death to 'persons, or injury to property, the job sites and surrounding lands and waters arising out of the contractor's hazardous materials.

7.3.3 Claims resulting there from.

7.3.4 Fines, costs, fees, assessments, taxes, penalties, demands, orders, directives, or any other requirements imposed in any manner by any governmental agencies asserting jurisdiction or under any law with respect to the contractor's hazardous materials.

7.3.5 Costs and expenditures for correction action required as to the contractor's hazardous materials.

7.3.6 Damages, costs, and expenditures for injury to natural resources resulting from the contractor's hazardous materials as required by applicable law.

7.3.7 Compliance with laws regarding the generation, use, storage, transportation, treatment, management, or disposal of the contractor's hazardous materials.

7.3.8 Any other liability related to the contractor's hazardous materials. While Airport Board is not required to incur any costs, fees (including Attorney, consultant, and expert witness fees), or expenses for environmental compliance, or corrective action relating to the contractor's hazardous materials, should the Airport Board incur any such costs, expenses or fees due to the contractor's non-performance of its obligations under this contract, the contractor shall within 30 days of demand reimburse the Airport Board for said costs, expenses or fees.

7.3.9 Testing and Assessment may be performed by Airport Board at its sole discretion, during reasonable business hours, Airport Board personnel or its representatives or consultants, may enter upon the job sites and perform tests, take measurements or samples, perform investigations or assessment which the Airport Board deems necessary in order to determine the presence of hazardous materials or to evaluate contractor's compliance with this agreement. Nothing herein requires the Airport Board to conduct any such testing, measurement, investigation or assessment. The Airport Board shall give the contractor a minimum of five (5) days written notice prior to conducting any such tests, investigations, or assessment except no such notice is required under urgent or emergency conditions. If any of the contractor's hazardous materials are detected requiring corrective action other than monitoring under this provision, or if any material violation of any law or the requirements of this provision are found by the consultant, the fees and expenses of said consultant shall be paid by the contractor on demand by the Airport Board. This is in addition to the contractor's obligation to conduct all required corrective action of any of the contractor's hazardous material releases or suspected releases at the contractor's sole cost as provided herein.

7.3.10 All hazardous and/or carcinogenic materials transported or generated onto either job site by the contractor must be properly disposed off the Airport site by the contractor in accordance with applicable federal, state, and local laws and regulations and at no cost to the Airport Board.

7.4 **Spill Contingency Plan:** Neither domestic drains nor storm drains on the job sites shall be used to dispose of gasoline, paint, thinners, hydraulic fluid, solvents, concentrated cleaning agents, or other hazardous material. The contractor shall develop and implement on the job sites (for the entire period of performance of this SOW a written Spill Control and Containment Plan listing materials used, spill prevention procedures, containment equipment and procedures to be used in the event of spill, personnel protective equipment requirements, notification procedures, site redemption procedures, and personnel training procedures in accordance with regulations. The contractor shall provide the ETAM Representative a copy of this plan at least ten (10) working days prior to the start of the performance of this SOW.

8 JOB SITE AMBIENT CONDITIONS

8.1 Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are and will remain until paint is completely cured between 50 degree F (10 degree C) and 90 degree F (32 degree C)

8.2 Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are and will remain until paint is completely cured between 45 degree F (7 degree C) and 95 degree F(35 degree C).

8.3 Do not apply paint in snow, rain, fog, mist, when the relative humidity exceeds 85 percent, or at temperatures less than 5 degree F (3 degree C) above the dew point, or to damp or wet surfaces. No exterior paint shall be applied while the surface is damp, during cold or frosty weather, or when the temperature is likely to drop below freezing during the complete curing cycle of the applied finish.

8.4 Painting may be performed during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits, specified by the manufacturer, during application and drying periods.

8.5 Adhere strictly to all manufacturers' recommendations with respect to temperature and surface conditions set forth for a particular product unless otherwise approved in advance by the ETAM Representative. Nothing in this Statement of Work shall be deemed to reduce the requirements of these recommendations.

8.6 On the job site the Contractor shall clearly label storage containers with their contents.

8.7 Contractor shall furnish all collection containers and equipment.

8.8 Contractor may be required to collect and dispose of certain waste materials generated as a result of its work.

8.9 During water restriction periods the contractor shall cease pressure washing. In lieu of pressure washing the contractor shall prepare the site by cleaning the area to be painted with de-natured alcohol, when requested by the ETAM Representative.

8.9.1 Prior to beginning any hand washing activity the Contractor shall work with the ETAM Representative to determine if the work requires DFW Airport Board Environmental Affairs Department approval.

8.9.2 Contractor shall be responsible for the proper storage and disposal of rags used in connection with the de-natured alcohol cleaning process.

8.9.3 Contractor shall take necessary precautions to avoid creating a fire hazard with used rages.

9 PAINT PRODUCTS MANUFACTURES

9.1 **Manufactures products-** Paint products are subject to compliance with the requirements of this Specification and approval of the ETAM Representative. Manufacturers offering products that may be incorporated in the work include, but are not limited to, the following:

9.1.1 Con-Lux Coating, Inc. (Con-Lux)

9.1.2 Devoe and Raynolds Co. (Devoe)

9.1.3 Fuller O'Brien (Fuller)

9.1.4 The Glidden Company (Glidden)

9.1.5 Benjamin Moore and Co. (Moore)

9.1.6 PPG Industries, Pittsburgh Paints (PPG)

9.1.7 Pratt and Lambert (P&L)

9.1.8 The Sherwin-Williams Company (S-W)

9.2 **Paint Materials- General:**

9.2.1 Material Compatibility - Provide block fillers, primers, finish coat materials, and related materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by the manufacturer based on testing and field experience.

9.2.2 Material - Provide the manufacturer's best-quality trade paint material of the various coating types specified. Paint material containers not displaying manufacturer's product identification will not be acceptable.

9.2.3 Proprietary Names - Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Contractor may furnish to the ETAM Representative the manufacturer's material data sheet , promotional material and certificates of performance for proposed substitutions. ETAM Representative prior approval is required before using the substitute product.

9.2.4 Colors - Provide custom colors of the finished paint systems to match the ETAM Representative’s samples.

9.2.5 Referee Samples- Prior to the application of any finish coat the contractor shall provide the ETAM Representative with a paint supplier's referee sample card for all paint purchased to be applied at Dallas/Fort Worth International Airport. The referee sample shall be taken from the batch of paint as it is being canned and only after all final batch adjustments have been made. The referee sample card shall be completed by the supplier and contain at a minimum; sample of actual product, date, color description and formula, manufacture, product number, type and name

9.3 **Masonry Block Filler:**

9.3.1 Filler Coat Materials - Provide the manufacturer's recommended factory-formulated, latex-type concrete masonry block fillers that are compatible with the intended finish coat that is to be applied.

9.3.2 Available Products - Products are subject to compliance with the requirements of this Specification. Block fillers that may be incorporated in the work include, but are not limited to, the following:

9.3.2.1 High-Performance Latex Block Filler:

9.3.2.2 Con-Lux -Block-Plex 85 White

9.3.2.3 Devoe -52901 BloxfillInterior/Exterior Acrylic Latex Block Filler

9.3.2.4 Fuller -280-00 Interior/Exterior Latex Flock Filler

9.3.2.5 Glidden -5317 Ultra-Hide Acrylic Latex Block Filler

9.3.2.6 Moore -Moorcraft Interior and Exterior Block Filler #173

9.3.2.7 PPG - 6-7 Latex Masonry Block Filler

9.3.2.8 P&L - Pro-Hide Plus Block Filler

9.3.2.9 S-W - Heavy-Duty Block Filler B42W46

9.4 **Primers:**

9.4.1 Primers - Provide the manufacturer's recommended factory-formulated primers that are compatible with the substrate and finish coats indicated.

9.4.2 Available Products - Subject to compliance with requirements. Prime coat materials that may be incorporated in the work include, but are not limited to, the following:

9.4.2.1 **Concrete and Masonry Primers: Interior, flat, latex-based paint:**

9.4.2.1.1 Con-Lux - Wall-Plex 400 Series

9.4.2.1.2 Devoe - 51701 Wonder-Prime Interior all Purpose Latex Primer Sealer and Vapor Barrier

9.4.2.1.3 Fuller - 202-XX Interior-Exterior Acrylic Latex Wall Paint

9.4.2.1.4 Glidden - 5300 Ultra-Hide Flat Wall Paint

9.4.2.1.5 Moore - Moore's Latex Quick-Dry Prime Seal #201

9.4.2.1.6 PPG - 80 Line Wallhide Flat Latex Paint

9.4.2.1.7 P&L - Vapex Latex Flat Wall Finish S-W – Pro

9.4.2.1.8 Mar 200 Latex Flat B30W200

9.4.2.2 **New Plaster Primers: Interior, flat, latex-based paint:**

9.4.2.2.1 Con-Lux - Jet-Plax 495 Primer

9.4.2.2.2 Devoe - 51701 Wonder-Prime Interior all Purpose Latex Primer Sealer and Vapor Barrier

9.4.2.2.3 Fuller - Interior Latex Enamel Undercoater

9.4.2.2.4 Glidden - 5019 PYA Primer Sealer

9.4.2.2.5 Moore - Moore's Latex Quick-Dry Prime Seal #201

9.4.2.2.6 PPG - 80 Line Wallhide Flat Latex Paint

9.4.2.2.7 P&L - Vapex Latex Flat Wall Finish

9.4.2.2.8 S-W - Wall and Wood Primer B49W2

9.4.2.3 **Gypsum Drywall Primer: White, interior, latex-based primer:**

9.4.2.3.1 Con-Lux - Jet-Plax 495 Primer

9.4.2.3.2 Devoe - 50801 Wonder-Tones Latex Primer and Sealer

9.4.2.3.3 Fuller - Pro-Tech Interior Latex Wall Primer and Sealer

9.4.2.3.4 Glidden - 5019 PYA Primer

9.4.2.3.5 Moore - Moore's Latex Quick-Dry Prime Seal #201

9.4.2.3.6 PPG - 6-2 Quick-Dry Latex Primer Sealer

9.4.2.3.7 P&L - Latex Wall Primer Z30001 Flat Wall Finish

9.4.2.3.8 S-W - ProMar 200 Latex Wall Primer B28W200

9.4.2.4 **Exterior Primer Coating - Exterior, alkyd wood primer:**

9.4.2.4.1 Con-Lux - Wood-Guard 88 Primer

9.4.2.4.2 Devoe - 1102 All-Weather Alkyd House Paint Primer

9.4.2.4.3 Fuller - 220-23 Exterior Wood and Masonry Primer

9.4.2.4.4 Glidden ~ 1951 Spread Gel-Flo Base Coat

9.4.2.4.5 Moore ~ Moorwhite Primer #100

9.4.2.4.6 PPG -1-70 or 1-870 Sun-Proof Exterior Wood Primer

9.4.2.4.7 P&L - Permalize Exterior Primer

9.4.2.4.8 S-W - A-100 Exterior Alkyd Wood Primer Y24W20

9.4.2.5 **Ferrous Metal Primers: Synthetic, quick.drying, rust-inhibiting primers:**

9.4.2.5.1 Con-Lux - Rust Barrier Primers

9.4.2.5.2 Devoe -13101 Mirrolac Cover Up Rust Penetrating Primer

9.4.2.5.3 Fuller -621-04 Blox-Rust Alkyd Metal Primer

9.4.2.5.4 Glidden - 521 0 Glid~Guard Universal Fast-Dry Metal Primer

9.4.2.5.5 Moore -IronClad Retardo Rust-Inhibitive Paint#163

9.4.2.5.6 PPG - 6-208 Red Inhibitive Metal Primer

9.4.2.5.7 P&L - Effecto Rust-Inhibiting Primer

9.4.2.5.8 S-W - Kem Kromik Metal Primer BSON2/BSOW1

9.4.2.6 **Galvanized Metal Primers:**

9.4.2.6.1 Con-Lux - Bond-Plex 46/66 Barrier Primers

9.4.2.6.2 Devoe -13201 Mirrolac Galvanized Metal Primer

9.4.2.6.3 Fuller - 621-0S Blox-Rust Latex Metal Primer

9.4.2.6.4 Glidden - 5229 Glid-Guard All-Purpose Metal Primer

9.4.2.6.5 Moore -IronClad Galvanized Metal Latex Primer#155

9.4.2.6.6 PPG - 6-21S/216 Speedhide Galvanized Steel Primer

9.4.2.6.7 P&L - P&L Interior Trim Primer

9.4.2.6.8 S-W - Galvite B50W3

9.4.2.7 **Aluminum Primers:**

9.4.2.7.1 Con-Lux - Bond-Plex 46 Barrier Green or 66 White

9.4.2.7.2 Devoe - 41820 Bar-Ox Alkyd Shop/Field Primer Grey

9.4.2.7.3 Fuller - 621-05 Blox-Rust Latex Metal Primer

9.4.2.7.4 Glidden - 5229 Glid-Guard All-Purpose Metal Primer

9.4.2.7.5 PPG - 6-712 Speedhide Inhibitive Metal Primer, White

9.4.2.7.6 P&L - Effecto Primer Red or White

9.5 **Undercoat Materials:**

9.5.1 Undercoat Materials - Provide the manufacturer's recommended factory-formulated undercoat materials that are compatible with the substrate and finish coats indicated.

9.5.2 Available Products - Subject to compliance with requirements, undercoat materials that may be incorporated in the work include, but are not limited to, the following:

9.5.2.1 **Interior Enamel Undercoat, over concrete or masonry and under an odorless, semi gloss, alkyd enamel: Ready-mixed enamel.**

9.5.2.1.1 Con-Lux - Enamel- Underbase 54 White

9.5.2.1.2 Devoe - 8801 Velour Alkyd Enamel Undercoat

9.5.2.1.3 Fuller - 220-07 Interior Alkyd Enamel Undercoat

9.5.2.1.4 Glidden - 4200 Spread Ultra Semi-Gloss Enamel

9.5.2.1.5 Moore - Moore's Alkyd Enamel Underbody #217

9.5.2.1.6 PPG - 6-6 Speedhide Quick-Dry Enamel Undercoater

9.5.2.1.7 P&L - Interior Trim Primer

9.5.2.1.8 S-W - ProMar 200 Alkyd Semi-Gloss Enamel 834W200

9.5.2.2 **Interior Enamel Undercoat, over-filled concrete masonry block and under odorless, semi gloss, alkyd enamel: Ready-mixed enamel.**

9.5.2.2.1 Con-Lux - Enamel - Underbase 54 White

9.5.2.2.2 Devoe - 8801 Velour Alkyd Enamel Undercoat

9.5.2.2.3 Fuller - 220-07 Interior Alkyd Enamel Undercoat

9.5.2.2.4 Glidden - 4200 Spread Ultra Semi-Gloss Enamel

9.5.2.2.5 Moore - Moore's Alkyd Enamel Underbody #217

9.5.2.2.6 PPG - 6-6 Speedhide Quick-Dry Enamel Undercoater

9.5.2.2.7 P&L - Interior Trim Primer

9.5.2.2.8 S-W – Wall and Wood Primer B49W2

9.5.2.3 **Interior Enamel Undercoat, over plaster and under an odorless, semi gloss, alkyd enamel - Ready-mixed enamel:**

9.5.2.3.1 Con-Lux - Enamel - Underbase 54 White

9.5.2.3.2 Devoe - 8801 Velour Alkyd Enamel Undercoat

9.5.2.3.3 Fuller - 220-07 Interior Alkyd Enamel Undercoat

9.5.2.3.4 Glidden - 4200 Glid-Guard Enamel

9.5.2.3.5 Moore - Moore's Alkyd Enamel Underbody #217

9.5.2.3.6 PPG - 6-6 Speedhide Quick-Dry Enamel Undercoater

9.5.2.3.7 P&L - Interior Trim Primer

9.5.2.3.8 S-W - Wall and Wood Primer 849W2

9.6 **Exterior Finish Paint Material**

9.6.1 Finish Paint - Provide the manufacturer's recommended factory-formulated finish-coat materials that are compatible with the substrate and undercoats indicated.

9.6.2 Available Products - Subject to compliance with requirements, finish coat materials that may be incorporated in the work include, but are not limited to, the following:

9.6.2.1 **Exterior Acrylic Emulsion, for a flat finish over concrete, stucco, masonry (including concrete masonry block). and mineral-fiber-reinforced cement panels: Quick drying, flat, acrylic paint.**

9.6.2.1.1 Con-Lux - VVeather-Plex 700 Series

9.6.2.1.2 Devoe -15XX Wonder-Shield Exterior Acrylic Latex Flat House Paint

9.6.2.1.3 Fuller - 262-XX 100 Percent Acrylic Exterior Flat Finish

9.6.2.1.4 Glidden - 3525 Spread Glide-On

9.6.2.1.5 Moore - Moore's Flat Exterior Latex Masonry and House Paint #1 05

9.6.2.1.6 PPG - 72 Line Sun-Proof Acrylic Latex House Paint

9.6.2.1.7 P&L - Vapex Latex Flat House Paint

9.6.2.1.8 S-W - A-100 Acrylic Latex Flat Exterior Finish A-6 Series

9.6.2.1.9 S-W - DTM Acrylic Enamel

9.6.2.2 **Alkyd Gloss Enamel, on prime coated wood: Weather-resistant, air-drying, high-gloss enamel.**

9.6.2.2.1 Con-Lux - Enammte 500 Series

9.6.2.2.2 Devoe - 70XX Mirrolac Interior/Exterior Alkyd-Urethane Gloss Enamel

9.6.2.2.3 Fuller - 312-XX EPA Compliant Heavy Duty Enamel

9.6.2.2.4 Glidden - 4500 Glid-Guard Industrial Enamel

9.6.2.2.5 Moore - Impervo High-Gloss Enamel #133

9.6.2.2.6 PPG - 54 Line Quick-Dry Enamel

9.6.2.2.7 P&L - Effecto Enamel

9.6.2.2.8 S-W - Industrial Enamel 8-54 Series

9.6.2.2.9 S- W- DTM Acrylic Enamel

9.6.2.3 **Deep-Color, Exterior Alkyd Resin Trim Paint, on wood trim: Deep-color, ready-mixed alkyd paint.**

9.6.2.3.1 Con-Lux - Trim-Guard 200 Series

9.6.2.3.2 Devoe - 155 All-Weather Exterior Alkyd Gloss House and Trim Paint Ultra Deep Base

9.6.2.3.3 Fuller -660-XX Weather King Alkyd House and Trim Paint

9.6.2.3.4 Glidden - 1901 Spread Dura Gloss Oil House Paint

9.6.2.3.5 Moore - Moore's House Paint #110

9.6.2.3.6 PPG - 1 Line Sun-Proof Deeptone or Rustic Base Wood Finish

9.6.2.3.7 P&L - Effecto Enamel

9.6.2.3.8 S-W - SWP Exterior Gloss Finish A-2 Series

9.6.2.3.9 S-W - DTM Acrylic Enamel

9.6.2.4 **Medium-Shade, Exterior, Ready-Mixed Oil Paint, on wood: Medium-shade, ready-mixed oil or alkyd-oil paint.**

9.6.2.4.1 Con-Lux - Trim-Guard 200 Series

9.6.2.4.2 Devoe -1XX All-Weather Alkyd Gloss House and Trim Paint

9.6.2.4.3 Fuller - 660-XX Weather King Alkyd House and Trim Paint

9.6.2.4.4 Glidden - 1901 Spread Dura Gloss Oil House Paint

9.6.2.4.5 Moore - Moore's House Paint #11 0

9.6.2.4.6 PPG - 1 Line Sun-Proof Mid-Tone Base Wood Finish

9.6.2.4.7 P&L - Effecto Enamel

9.6.2.4.8 S-W - SWP Exterior Gloss Finish A-2 Series

9.6.2.4.9 S- W- DTM Acrylic Enamel

9.6.2.5 **Gloss Alkyd Enamel, on exterior ferrous metal: Weather-resistant, high-gloss enamel.**

9.6.2.5.1 Con-Lux - Enamel 500 Series

9.6.2.5.2 Devoe - 70XX Mirrolac Interior/Exterior Alkyd-Urethane Gloss Enamel

9.6.2.5.3 Fuller - 312-XX EPA Compliant Heavy Duty Enamel

9.6.2.5.4 Glidden - 4500 Glid-Guard Industrial Enamel

9.6.2.5.5 Moore - Impervo High-Gloss Enamel #133

9.6.2.5.6 PPG - 54 Line Quick-Dry Enamel

9.6.2.5.7 P&L - Effecto Enamel

9.6.2.5.8 S-W - Industrial Enamel B-54 Series

9.6.2.5.9 S-W - DTM Acrylic Enamel

9.7 **Interior Finish Paint Material**

9.7.1 Finish Paint - Provide the manufacturer's recommended factory-formulated finish-coat materials that are compatible with the substrate and undercoats indicated.

9.7.2 Available Products - Subject to compliance with requirements, finish coat materials that may be incorporated in the work include, but are not limited to, the following:

9.7.2.1 **Interior, Semi gloss, odorless Alkyd Enamel, over primer and undercoat on concrete, masonry, plaster, gypsum drywall, wood, and metal: Semi gloss, low-odor, alkyd enamel.**

9.7.2.1.1 Con-Lux - Satin-Lite 900 Series

9.7.2.1.2 Devoe - 26XX Velour Alkyd Semi gloss Enamel

9.7.2.1.3 Fuller - 11 OOXX Fullerglo Alkyd Semi gloss Enamel

9.7.2.1.4 Glidden - 4200 Spread Ultra Semi gloss Enamel

9.7.2.1.5 Moore - Moore's Satin Impervo Enamel #235

9.7.2.1.6 PPG - 27 Line Wallhide Semi gloss Enamel

9.7.2.1.7 P&L - Cellu-Tone Alkyd Satin Enamel

9.7.2.1.8 S-W - Classic 99 Semi gloss Enamel A40 Series

9.7.2.1.9 S-W - DTM Acrylic Enamel

9.8 **Examination:**

9.8.1 Examine substrates- Conditions under which painting will be performed shall be in compliance with the -paint manufacturers requirements. Surfaces receiving paint shall have been prepared in accordance with the paint manufactures recommended procedures as well as be thoroughly dry and clean before paint is applied.

9.8.1.1 Do not begin to apply paint until unsatisfactory conditions have been corrected.

9.8.2 Start of painting will be construed as the applicator's acceptance of the surface preparation and condition.

9.8.2.1 Coordination of Work - Review other sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information to the ETAM Representative on characteristics of finish materials to ensure use of compatible primers.

9.8.3 Identify existing paint coating and notify the ETAM Representative prior to performing work about anticipated problems using the materials specified over substrates primed or painted by others.

9.9 **Preparation:**

9.9.1 General - Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items, if necessary, to completely paint the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.

9.9.2 Cleaning - Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease prior to cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

9.9.3 High Pressure Water Blasting - The contractor shall when directed by the ETAM Representative use high pressure blasting methods to prepare the surface to be painted. Pressure blasting equipment used by the contractor shall produce sufficient pressure to remove all loose paint, chalking, grease, dirt, and other contaminants that would otherwise prevent adhesion. High pressure blasting shall not be performed in a manner that damages, removes or weakens the integrity of the existing substrate. Wastewater created by high pressure blasting shall be channeled to the nearest sanitary drain and shall not be permitted to enter storm drains. In the event a sanitary drain is not available the wastewater shall be collected and put into a suitable container for disposal at the Airports industrial waste treatment plant.

9.9.4 Surface Preparation - Clean and prepare surfaces to be painted according to the paint manufacturer's instructions for each particular substrate condition and as specified. Provide barrier coats over existing incompatible primers or paint coatings or removes completely and re-prime. Notify ETAM Representative in writing about anticipated problems using the specified finish-coat material with substrates primed by others.

9.9.5 **Cementitious Materials** - Prepare concrete, concrete masonry block, and mineral-fiber reinforced cement panel surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen, as required, to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.

9.9.5.1 Use abrasive blast-cleaning methods if recommended by the paint manufacturer. Abrasive blast cleaning shall not be performed unless approved by the ETAM Representative in writing.

9.9.5.2 Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and. burn, correct this condition before application. Do not paint surfaces where moisture content exceeds that permitted in manufacturer's printed directions, but in no case paint plaster surfaces that have moisture content over 13 percent.

9.9.5.3 Touch-up all suction spots or hot spots in cement after the application of the first coat and before applying the second coat to produce an even result in the finish coat.

9.9.5.4 Clean concrete floors to be painted with a 5 percent solution of muriatic acid or other etching cleaner. Flush the floor with clean water to remove acid, neutralize with ammonia, rinse, allow to dry, and vacuum before painting. Written approval from the ETAM Representative shall be required before any acid or etching cleaner is used.

9.9.6 **Plaster and Drywall Surfaces - Prepare plaster and drywall surfaces to be painted. Remove chalk, dust, dirt, grease, and oils.**

9.9.6.1 Inspect surfaces and fill all cracks, gouges, holes, and abrasions with a plaster patching compound or spackle. No painting shall be performed on areas where plaster, spackle, caulking or concrete has been applied until such materials are thoroughly cured and dry. Do not paint until surface is thoroughly dry.

9.9.6.2 Do not paint surfaces where moisture content exceeds that permitted in manufacturer's printed directions, but in no case paint plaster surfaces that have moisture content over 13 percent.

9.9.6.3 Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application.

9.9.6.4 Touch-up all suction spots or hot spots in plaster or joint compound after the application of the first coat and before applying the second coat to produce an even result in the finish coat.

9.9.7 **Wood - Clean surfaces of dirt, Oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.**

9.9.7.1 Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.

9.9.7.2 Prime, stain, or seal wood to be painted immediately upon delivery. Prime edges, ends, faces, undersides, and backsides of all interior and exterior wood, wood trim, and mill wood, including cabinets, counters, cases, and paneling.

9.9.7.3 When transparent finish is required, back prime with spar varnish.

9.9.7.4 Back prime paneling on interior partitions where masonry, plaster, or other wet wall construction occurs on backside.

9.9.7.5 Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat varnish or sealer immediately upon delivery.

9.9.8 **Concealed Pressure Treated Wood** Products not totally Encased By Other Construction – Clean and provide at least a primer coat of paint. This requirement includes, but is not limited to, blocking, particleboard, plywood, and oriented strand board. Wood above ceilings, in ceiling plenums, in chases, and electrical and telephone mounting panels is included.

9.9.9 **Ferrous Metals** - Clean ungalvanized ferrous metal surfaces that have not been shop coated, remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council (SSPC).

9.9.9.1 Blast steel surfaces clean as recommended by the paint system manufacturer and according to requirements of SSPC specification SSPC-SP 10.

9.9.9.2 Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.

9.9.9.3 Touch-up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by the paint manufacturer, and touch-up with the same primer as the shop coat.

9.9.9.3.1 Galvanized Surfaces - Clean galvanized surfaces with non-petroleum based solvents so that the surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.

9.9.9.4 Materials Preparations - Carefully mix and prepare paint materials according to manufacturer's directions.

9.9.9.5 Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.

9.9.9.6 Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

9.9.9.7 Do not thin, adulterate, or otherwise change material except as recommended by the manufacturer. Use only thinners approved by the paint manufacturer and only within recommended limits.

9.9.9.8 Tinting - Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

9.10 **Application:**

9.10.1 General - Apply paint according to manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. All workmanship shall be of high quality, and all materials evenly spread and smoothly flowed on without runs or sags.

9.10.2 Do not paint over chalk, dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

9.10.3 Paint colors, surface treatments, and finishes are indicated in the schedules.

9.10.4 Provide finish coats that are compatible with primers used.

9.10.5 The number of coats and the film thickness required are the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured, as recommended by the manufacturer. Sand between applications where sanding is required to produce a smooth, even surface according to the manufacturer's directions.

9.10.6 Apply additional coats if undercoats, stains, or other conditions show through final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.

9.10.7 The term-exposed surfaces include areas visible when a permanent or built-in fixture, convector covers, covers for finned tube radiation, grilles, and similar components are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.

9.10.8 Paint surfaces behind movable equipment and furniture the same as similar surfaces. Before the final installation of equipment, paint surfaces behind permanently fixed equipment or furniture with prime coat only.

9.10.9 Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.

9.10.10 Paint equipment behind perforated panels, louvers and grills when visible from public spaces, with a flat non-specular black paint.

9.10.11 Paint back sides of access panels and removable or hinged covers to match exposed surfaces.

9.10.12 Finish interior of wall and base cabinets and similar field-finished casework to match exterior.

9.10.13 Top, bottom, and edges of doors shall be finished as specified for the faces of the doors after they have been properly fitted.

9.10.14 Finish exterior doors on tops, bottoms, and side edges same as exterior faces.

9.10.15 Sand lightly between each succeeding enamel or varnish coat.

9.10.16 Omit primer on metal surfaces that have been shop-primed and touch-up painted.

9.11 **Work in existing building:**

9.11.1 Any room or area in which new construction has been performed or installed shall be refinished as required to give a uniform appearance, unless indicated otherwise

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9.11.2 All new construction work shall be finished as specified for that type of surface.

9.11.3 Existing painted surfaces, which are disturbed by new work, and which are not scheduled to receive a color different from the excising color shall be repainted with one coat of paint compatible with existing paint and of matching color, unless noted otherwise. Existing Historic surfaces that are damaged or disturbed by new work shall be reviewed by the ETAM Representative to determine the necessary corrective action.

9.11.4 Existing painted surfaces which are disturbed by new work and which are scheduled to receive a color different from the existing color shall be repainted with two coats of paint compatible with existing paint and of color scheduled.

9.11.5 The painting of existing surfaces shall stop at the nearest break, such as a corner of other full interruption of the surface.

9.11.6 Where walls are designated for painting in any room or area, paint also the following, except as otherwise specified herein:

9.11.6.1 All columns within such room or area.

9.11.6.2 All soffits and deep beams.

9.11.7 Scheduling Painting - Apply first coat to surfaces that have been cleaned, pre-treated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

9.11.8 Allow sufficient time between successive coats to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.

9.12 **Application Procedures** - Apply paints and coating by brush, roller, spray, or other applicators according to the manufacturer's directions.

9.12.1 Brushes - Use brushes best suited for the material applied.

9.12.2 Rollers - Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.

9.12.3 Spray Equipment - Spray application of paints, except as herein specified, will not be permitted unless specific permission has been secured in writing from ETAM Representative and unless the surfaces and materials are entirely suitable to this type of application as proven by on-the-job demonstration. Use airless spray equipment with orifice size as recommended by the manufacturer for the material and texture required.

9.12.4 Minimum Coating Thickness - Apply materials no thinner than the manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.

9.12.5 Mechanical and Electrical Work - Painting mechanical and electrical work is limited to items exposed in mechanical equipment rooms, in occupied spaces, and behind perforated panels and louvers where visible from public spaces.

9.12.6 Mechanical items to be painted include, but are not limited to, the following: Piping, pipe hangers and supports, Heat Exchangers, Tanks, Ductwork, Insulation, Supports, Motors and mechanical equipment, Accessory items.

9.12.7 Electrical items to be painted include, but are not limited to, the following: Conduit, Fittings and Switchgear.

9.12.8 Block Fillers - Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.

9.12.9 Prime Coats - Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime-coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

9.12.10 Pigmented (Opaque) Finishes - Completely cover to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, breaks, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

9.12.11 Completed Work - Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with specified requirements.

9.13 **Cleaning:**

9.13.1 Cleanup - At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.

9.13.2 After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint without scratching or causing damage to adjacent finished surfaces.

9.14 **Protection:**

9.14.1 Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to the ETAM Representative.

9.14.2 Provide Wet Paint signs to protect newly painted finishes. Remove temporary protective wrappings provide by others to protect their work after completing painting operations.

9.14.3 At completion of construction activities of other trades, touch-up and restore damaged or defaced painted surfaces.

9.15 **Exterior Paint Schedule:**

9.15.1 General- Provide the following paint systems for the various substrates indicated.

9.15.2 Concrete, Stucco, and Masonry (other than concrete masonry units):

9.15.2.1 Lusterless (Flat) Acrylic Finish - Two coats with total dry film thickness not less than 2.5 mills.

9.15.2.2 First and Second Coats - Exterior acrylic emulsion

9.16 **Concrete Masonry Units:**

9.16.1 Lusterless (Flat) Acrylic Finish - Two coats over block filler with total dry film thickness not less than 2.5 mills, excluding the block filler.

9.16.2 Block Filler - High-performance, latex block filler.

9.16.3 First and Second Coats - Exterior acrylic emulsion.

9.17 **Mineral-Fiber-Reinforced Cement Panels:**

9.17.1 Lusterless (Flat) Acrylic Finish - Two finish coats over primer with total dry film thickness not less than 3.5 mills.

9.17.2 Primer - Exterior primer coating

9.17.3 First and Second Coats - Exterior acrylic emulsion

9.18 **Wood:**

9.18.1 Gloss Alkyd Finish - Two finish coats over primer with total dry film thickness not less than 3.5 mills.

9.18.2 Primer - Exterior primer coating.

9.18.3 First and Second Coats - Gloss alkyd enamel.

9.18.4 Low-Luster Finish - Two finish coats over primer.

9.18.5 Primer - Exterior primer coating.

9.18.6 First and Second Coats - Exterior acrylic emulsion.

9.19 **Wood Trim:**

9.19.1 Deep-Color, High-Gloss Alkyd Finish - Two finish coats over primer.

9.19.2 Primer - Exterior primer coating.

9.19.3 First and Second Coats - Deep-color, exterior, alkyd resin trim paint.

9.19.4 Medium-Shade, High-Gloss Alkyd Finish - Two finish coats over primer.

9.19.5 Primer - Exterior primer coating.

9.19.6 First and Second Coats - Medium-shade, ready-mixed exterior oil paint.

9.19.7 Ferrous Metal- Primer is not required on shop-primed items.

9.19.8 Full-Gloss Alkyd Enamel - Two finish coats over primer.

9.19.9 Primer - Synthetic rust-inhibiting primer.

9.19.10 First and Second Coats - Gloss alkyd enamel.

9.20 **Zinc-Coated Metal:**

9.20.1 High-Gloss Alkyd Enamel- Two finish coats over primer.

9.20.2 Primer - Galvanized metal primer.

9.20.3 First and Second Coats - Gloss alkyd enamel

9.21 **Aluminum:**

9.21.1 High-Gloss Alkyd Enamel - Two finish coats over primer.

9.21.2 Primer - Alkyd-type primer.

9.21.3 First and Second Coats - Gloss alkyd enamel

9.22 **INTERIOR PAINT SCHEDULE:**

9.22.1 General - Provide the following paint systems for the various substrates, as indicated.

9.22.2 Concrete and Masonry (other than concrete masonry units):

9.22.2.1 Semi-gloss Enamel Finish - Three coats with total dry film thickness not less than 3.5 mills.

9.22.2.2 Primer - Interior, flat, latex-based paint.

9.22.2.3 Undercoat- Interior enamel undercoat.

9.22.2.4 Finish Coat - Interior, semi-gloss, odorless, alkyd enamel.

9.23 **Concrete Masonry Units:**

9.23.1 Semi-gloss, Alkyd, Enamel Finish - Two coats over filled surface with total dry film thickness not less than 3.5 mills, excluding filter coat.

9.23.2 Block Filler - High-performance latex block filler, two coats.

9.23.3 Undercoat -Interior enamel undercoat.

9.23.4 Finish Coat - Interior, semi-gloss, odorless, alkyd enamel.

9.23.5 Mineral-Fiber -Reinforced Cement Panels:

9.23.5.1 Lusterless (Flat) Emulsion Finish - Two coats.

9.23.5.2 First and Second Coats - Interior, flat, latex-based paint.

9.24 **Gypsum Drywall Systems:**

9.24.1 Odorless Semi-gloss Alkyd Enamel Finish - Three coats with total dry film thickness not less than 2.5 mills.

9.24.2 Primer - White, interior, latex-based primer.

9.24.3 First and Second Coats - Interior, semi-gloss, odorless, alkyd enamel.

9.25 **Plaster:**

9.25.1 Semi-gloss Enamel Finish - Three coats with total dry film thickness not less than 2.5 mills.

9.25.2 Primer -Interior, flat, latex-based paint.

9.25.3 Undercoat - Interior enamel undercoat.

9.25.4 Finish Coat - Interior, semi-gloss, odorless, alkyd enamel.

9.26 **Ferrous Metal:**

9.26.1 Semi-gloss Enamel Finish - Two coats over primer with total dry film thickness not less than 2.5 mills.

9.26.2 Primer - Synthetic, quick-drying, rust-inhibiting primer.

9.26.3 Undercoat -Interior enamel undercoat.

9.26.4 Finish Coat - Interior, semi-gloss, odorless, alkyd enamel Zinc-Coated Metal:
9.26.5 Semi-gloss Finish - Two coats over primer, with total dry film thickness not less than 2.5 mills.

9.26.6 Primer - Galvanized metal primerc. Undercoat - Interior enamel undercoat.

9.26.7 Finish Coat - Interior, semi-gloss, odorless, alkyd enamel.

10 REQUIRED DOCUMENTATION

10.1 Prior to award of contract, the Contract Administrator may require the apparent successful Bidder to submit the following:

10.1.1 List of the equipment to be used to perform the contract work.

10.1.2 List of work to be subcontracted.

10.1.3 List of firms for whom similar work has been performed in the past three (3) years and a description of the work accomplished for each firm.

10.1.4 Qualifications and experience of key project individuals.

BID FORMS AND INSTRUCTIONS

1. Bidder shall not modify bid form, including the estimated quantities (EST QTY) or the UNIT information.

2. Bidder shall enter a unit price for each line item.

3. By line, Bidder shall multiply the Unit Price by the EST QTY and enter that amount into the Extended Price column.

4. Bidder shall sum the Extended Price Column to arrive at the Year One Price

5. Bidder, at its discretion, has the option to increase or decrease the Year One Price, for Year Two. If the Bidder elects to increase or decrease its Year One Price, the Bidder shall enter the percentage change into the appropriate cell. Bidder shall multiply the Year One Price by the percentage change.

6. Repeat these procedures for years Three, Four and Five.

7. Sum the Pricing and enter that amount into the Grand Total Price cell.

EXAMPLE:
Year One Price totals $225,498

Year Two has a 4 Percentage increase
Year Three has a 0 Percentage increase
Year Four has a 1 Percentage decrease
Year Five has a 4.5 Percentage increase

PRICING SUMMARY			PERCENTAGE	DOLLAR AMOUNT
Year One Price				**$ 225,498.00**
Year Two Percentage Change			**4%**	
Year Two Price				**$ 234,517.92**
Year Three Percentage Change			**0%**	
Year Three Price				**$ 234,517.92**
Year Four Percentage Change			**-1%**	
Year Four Price				**$ 232,172.74**
Year Five Percentage Change			**4.5%**	
Year Five Price				**$ 242,620.51**
Grand Total Price				**$ 1,169,327.09**

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END OF SPECIFICATIONS / SCOPE OF WORK

SPECIAL PROVISIONS

1 AIRPORT SECURITY PROVISIONS

1.1 Work under this contract may require Contractor and subcontractor personnel to go through an access control badging process. All badge fees will be charged per the DFW Airport Schedule of Charges, which can be found at http://www.dfwairport.com/about/financials/index.php in the section titled "Other Charges".

1.2 U.S. DEPARTMENT OF HOMELAND SECURITY – CUSTOMS & BORDER PROTECTION SECURITY ACCESS CLEARANCE. If your job responsibility requires you to access a Federal Inspection Services (FIS) area, aircraft deplaning and ramp area, or other restricted areas designated by the Customs & Border Protection (CBP) Port Director, additional clearance is required by CBP. You will need to complete CBP Form 3078 and the CBP Airport Security Access Addendum. Then you must present the forms to CBP along with a letter on company letterhead that attests that a background check was conducted on the applicant to the extent allowable by law. The letter must also contain a description of the duties that will be performed in the CBP area. CBP paperwork is accepted at Terminal D on the Arrivals Level in the CBP Air Security Office located in Room D29L118. CBP office hours of operation for Air Security are Monday through Thursday from 8:00 a.m. to 3:00 p.m., for more information about this process; please contact CBP at (972) 973-9820 or (972) 973-9972.

1.3 COMPLETING THE FINGERPRINT APPLICATION. First time applicants are required to clear an electronic, fingerprint-based criminal history records check, receive an approved Security Threat Assessment result from the Transportation Security Administration and if applying for a Security Identification Display Area (SIDA) badge, the applicant must also successfully complete DFW SIDA Training before a badge will be issued. Applicants are required to read and sign a Fingerprint Application before receiving fingerprint services. This application lists the 28 crimes that disqualify applicants from receiving a badge. It also advises the applicant of his/her responsibility to self-disclose any arrests/convictions received while possessing security access privileges with DFW Airport.

1.4 SECURITY TRAINING. Applicants applying for the SIDA badge will be required to successfully complete security training before badge issuance; the training must be completed in the DFW Access Control Office. The training must be successfully completed within thirty (30) days from the date of the criminal history records check clearance or the Security Threat Assessment approval, whichever is the later date. The applicant may come to the Access Control Office on three (3) separate days during the thirty (30) day timeframe. If the applicant does not successfully complete the security training within the thirty (30) day timeframe, the applicant will not receive a badge.

1.5 DFW AIRPORT BOARD ACCESS CONTROL (BADGING) OFFICE. Applications and forms are available on-line at http://www.dfwairport.com/badge. Paperwork is accepted at Terminal D, Departure Level, Room D22L352. Office hours are Monday through Thursday between 7:00 a.m. and 6:00 p.m. and on Friday between 7:00 am and noon. For additional information about this process, please contact the Access Control Office at aco@dfwairport.com or at 972 973 5100.

2 BOARD'S RIGHT TO INSPECT AND AUDIT

2.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the Board shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Board to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from Board or its Authorized Representative.

2.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Board, it's agents and Authorized Representatives. The Contractor shall provide the Board with retrievals of computer-based records or transactions that the Board determines to be necessary to conduct the audit. There shall be no charge to the Board for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transaction stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrieval requested, within seven (7) calendar days.

2.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the Board's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. The Board shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.

2.4 The Contractor shall insert an item containing all these Audit provisions, including this paragraph, in all subcontracts hereunder except altered as necessary for the proper identification of the contracting parties and the Board under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.

2.5 In addition, where projects are funded wholly or in part by federal grants, the FAA, the Secretary and the Comptroller General of the United States or any of their duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of the recipient that are pertinent to grants received in accordance with CFR 49, Part 18, as it may be amended from time to time.

2.6 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract value audited, the cost of the Board's audit shall be paid by the Contractor.

3 CONTRACT TERM

3.1 This Contract, if awarded, shall be for **five years** 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.

4 CHARACTER OF WORKERS, METHOD AND EQUIPMENT

4.1 The Contractor shall, at all times, employ sufficient labor and equipment for performing the Work to full completion in the manner and time required by this Contract, plans, and specifications.

4.2 All workers shall conduct themselves with a courteous demeanor and professional manner. Contractor shall immediately remove any worker from performance of work at Board premises when one or more of the following occur:

4.3 Neglect of duty.

4.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.

4.5 Theft, vandalism, immoral conduct or any other criminal action.

4.6 Selling, consuming possessing or being under the influence of intoxicants, alcohol, or illegal substances that produce similar effects while on duty.

4.7 Possession of a weapon on Airport property.

4.8 Organizing or participating in any form of gambling.

4.9 Misuse of equipment, computers or internet access.

4.10 All equipment that is proposed to be used on the Work shall be of sufficient size and in such functional condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the Work shall be such that no injury to previously completed Work, adjacent property, or existing airport facilities will result from its use.

4.11 When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract, plans, and specifications

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

5 **CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK**

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

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

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

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

5.2.3 Provide competent supervisors and workmen;

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

5.2.5 Perform the Work without unnecessarily interfering with Board operations;

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

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

6 **ENVIRONMENTAL AND SAFETY PROVISIONS**

6.1 <u>ENVIRONMENTAL DEFINITIONS</u>

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 <u>CONTRACTOR REQUIREMENTS</u>

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 subcontractor'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 (diluents).

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 <u>ASBESTOS-CONTAINING MATERIALS</u>

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 **<u>ENVIRONMENTAL INDEMNITY</u>**

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 **INSURANCE PROVISIONS**

7.1 DEFINITIONS FOR INSURANCE PROVISIONS

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

7.2 GENERAL REQUIREMENTS

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

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

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

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

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

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

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

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

7.3 REQUIRED COVERAGE AND LIMITS

7.3.1 **Workers' Compensation..Statutory Coverage**
Employer's Liability Insurance .... $500,000 Each Accident

$500,000 Each Disease, Each Employee
$500,000 Each Disease Policy Limit

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

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

7.3.2 **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

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

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

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

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

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

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

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

7.3.2.8 All liability policies must contain a "severability of interests" provision.

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

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

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

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

7.3.3 **Business Automobile Liability**
Combined Single Limit for Each Accident $500,000

7.3.3.1 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.

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

7.3.3.3 If your operations are solely a garage (vehicle maintenance and repair), you must carry Garage Liability, instead of Business Auto Liability, but the Garage Liability must not be limited to auto liability only, and the same limit applies.

7.4 **ADDITIONAL COVERAGE AND LIMITS**

7.4.1 **Excess / Umbrella Liability $10,000,000**

7.4.1.1 Coverage must apply in excess of all required primary Liability insurance, and must be at least as broad as the underlying Liability insurance.

7.4.1.2 This coverage limit may be satisfied by adding the amounts of CGL and Excess/Umbrella Liability to arrive at a total of $10,000,000. The same would be applicable for Business Auto Liability and Excess/Umbrella Liability to arrive at a total of $10,000,000.

7.4.2 **Pollution Liability Insurance $1,000,000**

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

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

7.5 ADDITIONAL REQUIREMENTS

7.5.1 If you are a crane/rigging operator or will hoist or move property of others in connection with our contract, you must have 'care, custody & control' exclusion deleted from your Commercial General Liability policy, or provide Rigger's Liability coverage at least equal to the highest replacement cost of materials to be hoisted or moved.

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

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

7.5.4 If our contract calls for you to construct a structure, you must purchase and maintain "All-Risk" Builders Risk insurance for the full completed value of the structure and contents, including all changes and sufficient limit to fund full and immediate reconstruction under adverse conditions. This policy shall cover our interests as Loss Payee, so any loss will be adjusted with and made payable to us as trustee for all insureds as their interest may appear.

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

7.5.6 If you use rented equipment or tools on our job site or premises, you must carry Rented Equipment coverage sufficient to repair or replace damaged equipment.

7.5.7 If you sell or serve alcohol or alcoholic beverages, you must carry $3,000,000 Liquor Legal Liability, not limited to 'host liquor' coverage.

7.5.8 If your work involves administration of Airport Funds, you must furnish a Third Party Fidelity Bond that must remain in effect for the term of the contract, as modified and/or extended. The Board shall be named as "Loss Payee".

7.5.9 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.

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

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

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

7.6 CERTIFICATION OF INSURANCE

7.6.1 Prior to execution of the contract you shall have your insurance agent(s), broker(s), or Insurer(s) enter your policy information into www.Ins-Cert.com and link your policy data to us. You shall cause your insurance data to be kept current on ***Ins-Cert.com*** for the period of time you are liable for your product or work, but not less than the warranty period of our contract. You further agree to cause your insurance agent(s), broker(s) or Insurer(s) to properly register, use and pay the fees for using Ins-Cert.com, (your agent will be charged $3 to enter your policy data, and 25¢

when we verify your coverage on-line, which is less than the cost of issuing certificates, so there should be no effect on your cost of insurance or service).

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

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

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

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

7.6.6 Upon execution of the contract or prior to commencement of work, whichever is first, you shall have your insurance agent(s), broker(s), or Insurer(s) enter your policy information into www.Ins-Cert.com , and link your policy data to us. You shall cause your insurance data to be kept current on Ins-Cert.com for the period of time you are liable for your product or work, but not less than through the warranty period of our contract.

7.6.7 No policy submitted shall be subject to limitations, conditions or restrictions that are inconsistent with the intent of the Insurance Requirements to be fulfilled by you. The Board's decision thereon shall be final.

7.6.8 Approval, disapproval or failure to act by the Board regarding any insurance obtained by you shall not relieve you of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate you from liability.

7.6.9 No special payment, except when separate line item is provided, shall be made by the Board for any insurance that the Contractor may be required to carry; all are included in the Contract amount and the Contract unit prices.

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 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) percent of the total dollar value of this contract including any change orders.

10.1 GENERAL REQUIREMENTS

10.1.1 It is the policy of the Dallas/Fort Worth International Airport Board of Directors ("Board") to support the growth and development of small business enterprises that can successfully compete for Airport prime contracting and subcontracting opportunities.

10.1.2 A "Contractor" is defined as one who participates, through a contract or any other contractual agreement in an Airport-funded contract opportunity. For purposes of these Provisions, a Contractor is one who seeks to do business with the Board by submission of a bid or proposal on any such contract or subcontract. A Contractor includes but is not limited to a Contractor, consultant, or vendor.

10.1.3 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.

10.1.4 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.

10.1.5 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").

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

10.1.6.1 Subcontract/supplier awards, including awards to SBEs;

10.1.6.2 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.

10.2 ADMINISTRATIVE REQUIREMENTS

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

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

10.2.3 The Contractor agrees to submit monthly reports of payments and subcontract and/or supplier awards to SBEs and Non-SBEs in such form and manner and at such times as the Board shall prescribe.

10.2.4 The Contractor shall provide BDDD access to all books, records, accounts and personnel in accordance with the Audit and Records section of these Special Provisions. Such access will be used for, among other purposes, determining SBE participation and compliance with the 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.

10.3 GOALS AND GOOD FAITH EFFORTS

10.3.1 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.

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

10.3.3 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.

10.3.4 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:

10.3.4.1 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);

10.3.4.2 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);

10.3.4.3 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);

10.3.4.4 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);

10.3.4.5 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);

10.3.4.6 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);

10.3.4.7 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);

10.3.4.8 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;

10.3.4.9 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);

10.3.4.10 Whether the Contractor made efforts to assist interested SBEs in obtaining Board or Contractor-required bonding, lines of credit, insurance, etc.;

10.3.4.11 Whether the Contractor made efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;

10.3.4.12 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);

10.3.4.13 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

10.3.4.14 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.

10.3.5 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.

10.3.6 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.

10.3.7 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.

10.3.8 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:

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

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

10.3.8.3 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;

10.3.8.4 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

10.3.8.5 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

10.3.9 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.

10.4 <u>COUNTING SBE PARTICIPATION</u>

10.4.1 BDDD will evaluate each bid or proposal to determine the responsiveness of the bid or proposal to the SBE requirements. In determining if a Contractor's committed levels of participation meet or exceed the solicitation's SBE goal, BDDD shall base its determination solely on the information provided in the bid or proposal document.

10.4.1.1 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.

10.4.1.2 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.

10.4.1.3 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.

10.4.2 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 SUBSTITUIONS herein.

10.4.3 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

10.4.4 The size standard per the SBE Policy and administrative procedures.

10.4.5 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.

10.4.6 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.

10.4.6.1 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).

10.4.6.2 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.

10.4.6.3 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.

10.4.7 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.

10.4.7.1 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.

10.4.7.2 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.

10.4.7.3 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.

10.4.7.4 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 resumption. BDDD may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

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

10.4.8.1 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.

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

10.4.8.3 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.

10.4.8.4 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.

10.4.8.5 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.

10.4.8.6 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.

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

10.4.9.1 SBE Manufacturer

10.4.9.1.1 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.

10.4.9.1.2 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.

10.4.9.2 SBE Regular Dealer

10.4.9.2.1 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.

10.4.9.2.2 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.

10.4.9.2.2.1 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.

10.4.9.2.2.2 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.

10.4.9.2.2.3 Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

10.4.9.3 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.

10.4.10 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.

10.4.11 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.

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

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

10.4.13.1 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.

10.4.13.2 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.

10.4.13.3 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.

10.5 CERTIFICATION

10.5.1 In order to count the participation of SBEs towards the contract goal, the SBE must be certified by the Small Business Administration 8(a) Program, Texas Department of Transportation (TxDOT), North Central Texas Regional Certification Agency, D/FW Minority Supplier Development Council 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.

10.5.2 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.

10.5.3 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.

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

10.5.5 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
https://dfw.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=dfw&XID=5886

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

10.6 SBE UTILIZATION FORMS AND RELATED DOCUMENTATION

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

Forms referenced herein can be found in "Bid Response Forms" section

10.6.1.1 Invitation for Bid (IFB) for Construction Projects:

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

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

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

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

10.6.1.1.5 **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.

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

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

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

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

10.6.1.2.4 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.

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

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

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

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

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

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

10.6.1.3.5 **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.

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

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

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

10.6.1.4.3 **Final Schedule of Subcontractors** must be submitted with the final price proposal.

10.6.1.4.4 **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.

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

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

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

10.6.4 If the SBE's information or status changes after the form has been submitted but prior to award of the contract, the Contractor must immediately notify BDDD of the change and a written explanation for the change by submitting a **Request for Approval of Change to Final Schedule of Subcontractors** form. No change in SBE participation after bid submission, but prior to contract award, may change, or be deemed to change, the Contractor's submitted bid amount. Any change in the utilization of a SBE shall be governed by the MODIFICATION OR SUBSTITUTION provision below.

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

10.7 PAYMENT

10.7.1 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"

10.7.2 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.

10.7.3 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.

10.8 MODIFICATIONS OR SUBSTITUTIONS

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

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

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

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

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

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

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

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

10.8.5.4 The listed SBE is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to federal or state law.

10.8.5.5 BDDD has determined that the listed SBE subcontractor is not a responsible contractor.

10.8.5.6 The listed SBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal.

10.8.5.7 The listed SBE subcontractor is ineligible to receive to receive credit for the type of work required.

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

10.8.5.9 Other good cause as determined in BDDD's sole discretion,

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

10.8.6 The Contractor must give the SBE notice in writing, with a copy to BDDD, of its intent to request to terminate and/or substitute, and the detailed reasons for the request.

10.8.7 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.

10.8.8 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.

10.8.9 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.

10.8.10 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.

10.9 <u>COMPLIANCE AND ENFORCEMENT</u>

10.9.1 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.

10.9.2 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.

10.9.3 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:

10.9.3.1 The length of the period of noncompliance;

10.9.3.2 The severity of the noncompliance;

10.9.3.3 The history of the Contractor's previous noncompliance with the SBE program or any other applicable law or regulation;

10.9.3.4 The monetary impact of the civil penalty on the Contractor in correcting such noncompliance; or

10.9.3.5 The other facts and circumstances relevant to the noncompliance.

10.9.4 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.

10.9.5 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.

10.9.6 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 the Board to the extent authorized by law.

11 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.

12 EXHIBIT A – PAY PERIOD ACTIVITY REPORT (PPAR)

Note: Two (2) original copies of the PPAR must be attached to each invoice submitted for payment. Failure to attach a PPAR may result in a delayed payment process.

DFW

DALLAS/FORT WORTH INTERNATIONAL AIRPORT

DISADVANTAGED/SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE (D/S/M/WBE) PROGRAM

Pay Period Activity Report (PPAR)

Reporting Period for the Month______________________ 20_________

Invoice Date ______________________________

Prime Contractor/Consultant Name: Current Contract Value:

Address:

Contract Number: Project Title:

Supplemental Agreement No.:

Pay Request Number:

List all Subcontractors/Subconsultants Awards and/or Purchases Made on this Project as of this Reporting Period

Subcontractor/Subconsultant/Vendor Name	Certified D/S/M/ WBE	Certified Non-M/WBE	Description of Services	Committed $ Amount	$ Paid Through Reporting Date	Monthly Payments
(Use additional sheets if necessary)			TOTALS			

Prime Contractor/Consultant MONTHLY Summary

	Monthly $	Monthly %
A. Prime Participation		
B.D/S/M/WBE Subs Participation & Percentage Paid		
C.Non-D/S/M/WBE Subs Participation & Percentage Paid		
D.Total Paid to Date for this Month		

Prime Contractor/Consultant CUMULATIVE Dollar Amount Paid Through Reporting Period

	Cumulative $	Cumulative %
E. Prime Participation		
F. D/S/M/WBE Subs Participation & Percentage		
G. Non-D/S/M/WBE Subs Participation & Percentage Paid Through Reporting Period		
H. Total Paid to Date & Percentage		

Authorized Signature Title Date

Telephone No. Fax No. E-Mail

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 SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

7.1 It is the policy of the Board to remove barriers for Small Business Enterprises (SBEs) to compete and create a level playing field for SBEs to participate in Board contracts and related subcontracts.

7.2 Additional SBE Program requirements, if any, shall be included in the Special Provisions Section of this Contract.

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

8 DISPUTE RESOLUTION

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

9 FINANCIAL INTEREST

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

10 FISCAL YEAR FUNDING

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

11 FORCE MAJEURE

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

12 INDEMNIFICATION AND HOLD HARMLESS

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

12.2 **THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

12.3 **CONTRACTOR SHALL PROMPTLY ADVISE THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT.**

13 INDEPENDENT CONTRACTOR

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

14 JURISDICTION

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

15 NON-DISCRIMINATION

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

16 NOTICE OF DELAYS

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

17 PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

18 SEVERABILITY

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

19 SUBLETTING OF CONTRACT

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

20 TAX EXEMPTION STATUS

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

21 TEMPORARY SUSPENSION OF THE WORK

21.1 The Board Technical Representative, in conjunction with PMM, shall have the authority to suspend the Work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the performance of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.

21.2 In the event that the Contractor is ordered by the Board's Technical Representative, in writing, to suspend Work, in whole or in part, for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, the Contractor shall be paid that part of the Work, if any, not shut down, and for extended overhead, if any relating to the part of the Work suspended. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Technical Representative's order to suspend Work to the effective date of the Technical Representative's order to resume the Work. Claims for extended overhead shall be filed with the Board's Technical Representative within the time period stated in the Board's Technical Representative's order to resume Work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Board's Technical Representative will forward the Contractor's claim to the Board for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the Contract, plans, or specifications.

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

22 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES

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

23 TERMINATION OF CONTRACT FOR BOARD CONVENIENCE

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

24 TERMS OF PAYMENT

24.1 Terms of payment to the successful Bidder will be contingent upon the terms provided in the Contract and based on invoices submitted to and approved by the Vice President of PMM or designee. Invoices shall be fully documented in accordance with the specifications. If no specific payment terms are stated, the terms shall be Net 30.

24.2 Payment may be delayed on invoices not listing the Contract number. Invoices shall be priced per unit prices as awarded unless Contractor invoices at a discounted unit price. If Contractor invoices for less than the contracted unit price, the Board has the right to accept invoice and pay the discounted price as full satisfaction of compensation due the Contractor.

24.3 Invoices will be paid following delivery and acceptance unless special arrangements are made through the Vice President of PMM for partial payment or progress payments. Progress payments will be made following receipt of a valid invoice submitted by the Contractor. Invoices must reflect only the amount due for accepted portion of the services performed, materials, and equipment furnished for the period covered by each invoice.

24.4 Upon payment by the Board, Contractor shall pay each subcontractor the appropriate share of the payment no later than the seventh (7th) calendar day after the day on which the Contractor receives payment from the Board.

24.5 Unless otherwise directed, invoices shall be submitted by mail, fax or email to:

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

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:____
BID FIRM

1 BID PRICING:

The undersigned, as an independent contractor, hereby offers to provide Dallas/Fort Worth International Airport Board (Board), at the terms and conditions contained in this Solicitation No. 7005931 and this Bid, the following goods and/or services at the prices hereby bid:

ITEM No.	DESCRIPTION	EST. QTY.	UNIT OF MEASUREMENT	UNIT PRICE	EXTENDED PRICE
A	**EXTERIOR SURFACES**				
A.1.0	**MASONRY BLOCK**				
A.1.1	Filler Coat 0-20 feet high	7,500	Square Feet	$	$
A.1.2	Under Coat 0-20 feet high	7,500	Square Feet	$	$
A.1.3	Finish Coat 0-20 feet high	7,500	Square Feet	$	$
A.1.4	Filler Coat 21-60 feet high	375	Square Feet	$	$
A.1.5	Under Coat 21-60feet high	375	Square Feet	$	$
A.1.6	Finish Coat 21-60 feet high	375	Square Feet	$	$
A.1.7	Filler Coat > 60 feet high	75	Square Feet	$	$
A.1.8	Under Coat > 60 feet high	75	Square Feet	$	$
A.1.9	Finish Coat > 60 feet high	75	Square Feet	$	$
A.2.0	**Concrete and Masonry (Other than Masonry Block)**				
A.2.1	Primer Coat 0-20 feet high	7,500	Square Feet	$	$
A.2.2	Under Coat 0-20 feet high	7,500	Square Feet	$	$
A.2.3	Finish Coat 0-20 feet high	7,500	Square Feet	$	$
A.2.4	Primer Coat 21-60 feet high	375	Square Feet	$	$
A.2.5	Under Coat 21-60feet high	375	Square Feet	$	$
A.2.6	Finish Coat 21-60 feet high	375	Square Feet	$	$
A.2.7	Primer Coat > 60 feet high	75	Square Feet	$	$
A.2.8	Under Coat > 60 feet high	75	Square Feet	$	$
A.2.9	Finish Coat > 60 feet high	75	Square Feet	$	$
A.3.0	**Wood**				
A.3.1	Primer Coat	225	Square Feet	$	$
A.3.2	First Coat	225	Square Feet	$	$
A.3.3	Second Coat	225	Square Feet	$	$
A.4.0	**Wood Trim**				
A.4.1	Primer Coat	225	Square Feet	$	$
A.4.2	First Coat	225	Square Feet	$	$
A.4.3	Second Coat	225	Square Feet	$	$

A.5.0	**Ferrous Metal**				
A.5.1	Primer Coat	7,500	Square Feet	$	$
A.5.2	First Coat	7,500	Square Feet	$	$
A.5.3	Second Coat	7,500	Square Feet	$	$
A.6.0	**Zinc-Coated Metal**				
A.6.1	Primer Coat	7,500	Square Feet	$	$
A.6.2	First Coat	7,500	Square Feet	$	$
A.6.3	Second Coat	7,500	Square Feet	$	$
A.7.0	**Aluminum**				
A.7.1	Primer Coat	7,500	Square Feet	$	$
A.7.2	First Coat	7,500	Square Feet	$	$
A.7.3	Second Coat	7,500	Square Feet	$	$
A.8.0	**Door**				
A.8.1	Single Door - 1 Side				
A.8.1.1	Prime Coat	75	Each	$	$
A.8.1.2	Finish Coat	75	Each	$	$
A.8.2	Single Door - 2 Sides				
A.8.2.1	Prime Coat	75	Each	$	$
A.8.2.2	Finish Coat	75	Each	$	$
A.8.3	Double Door - 1 Side				
A.8.3.1	Prime Coat	75	Each	$	$
A.8.3.2	Finish Coat	75	Each	$	$
A.8.4	Double Door - 2 Sides				
A.8.4.1	Prime Coat	75	Each	$	$
A.8.4.2	Finish Coat	37	Each	$	$
A.9.0	**Metal Pipe/Railing**				
A.9.1	Pipe Railing				
A.9.1.1	Pipe Railing - less than 6" in diameter	1,500	Linear Feet	$	$
A.9.1.2	Pipe 6" to 12" diameter	1,500	Linear Feet	$	$
	Note: Pipe > 12" diameter shall be at the exterior Ferrous Metal unit price.				
A.10.0	**Pressure Washing**				
A.10.1	0 to 15 feet high	7,500	Square Feet	$	$
A.10.2	Greater than 15 feet high	1,500	Square Feet	$	$
B	**INTERIOR SURFACES**				
B.1.0	**Masonry Block**				
B.1.1	Filler Coat 0-20 feet high	7,500	Square Feet	$	$
B.1.2	Under Coat 0-20 feet high	7,500	Square Feet	$	$
B.1.3	Finish Coat 0-20 feet high	7,500	Square Feet	$	$
B.1.4	Filler Coat > 20 feet high	3,750	Square Feet	$	$
B.1.5	Under Coat > 20 feet high	3,750	Square Feet	$	$
B.1.6	Finish Coat > 20 feet high	3,750	Square Feet	$	$

B.2.0	**Concrete and Masonry (Other than Masonry Block)**				
B.2.1	Primer Coat	7,500	Square Feet	$	$
B.2.2	Under Coat	7,500	Square Feet	$	$
B.2.3	Finish Coat	7,500	Square Feet	$	$
B.3.0	**Gypsum Drywall Systems**				
B.3.1	Primer Coat	42,500	Square Feet	$	$
B.3.2	Finish Coat	35,000	Square Feet	$	$
B.4.0	**Plaster**				
B.4.1	Primer Coat	7,500	Square Feet	$	$
B.4.2	Under Coat	7,500	Square Feet	$	$
B.4.3	Finish Coat	7,500	Square Feet	$	$
B.5.0	**Ferrous Metal**				
B.5.1	Primer Coat	7,500	Square Feet	$	$
B.5.2	Under Coat	7,500	Square Feet	$	$
B.5.3	Finish Coat	7,500	Square Feet	$	$
B.6.0	**Zinc-Coated Metal**				
B.6.1	Primer Coat	2,250	Square Feet	$	$
B.6.2	Under Coat	2,250	Square Feet	$	$
B.6.3	Finish Coat	2,250	Square Feet	$	$
B.7.0	**Door**				
B.7.1	Single Door - 1 Side				
B.7.1.1	Prime Coat	113	Each	$	$
B.7.1.2	Finish Coat	113	Each	$	$
B.7.2	Single Door - 2 Sides				
B.7.2.1	Prime Coat	113	Each	$	$
B.7.2.2	Finish Coat	113	Each	$	$
B.7.3	Double Door - 1 Side				
B.7.3.1	Prime Coat	113	Each	$	$
B.7.3.2	Finish Coat	113	Each	$	$
B.7.4	Double Door - 2 Sides				
B.7.4.1	Prime Coat	113	Each	$	$
B.7.4.2	Finish Coat	113	Each	$	$
B.8.0	**Metal Pipe/Railing**				
B.8.1	Pipe Railing				
B.8.1.1	Pipe Railing - less than 6" in diameter	2,250	Linear Feet	$	$
B.8.1.2	Pipe 6" to 12" diameter	2,250	Linear Feet	$	$
	Note: Pipe > 12" diameter shall be at the interior Ferrous Metal unit price.				
B.9.0	**Window Trim**				
B.9.1	0 to 15 feet high	11,250	Linear Feet	$	$
B.9.2	Greater than 15 feet high	2,250	Linear Feet	$	$

B.9.3	Window Sash and Mullions				
B.9.3.1	Sash 0 to 15 feet high				
B.9.3.2	Primer Coat	7,500	Linear Feet	$	$
B.9.3.3	Under Coat	7,500	Linear Feet	$	$
B.9.3.4	Finish Coat	7,500	Linear Feet	$	$
B.9.3.5	Sash greater than 15 feet high				
B.9.3.6	Primer Coat	7,500	Linear Feet	$	$
B.9.3.7	Under Coat	7,500	Linear Feet	$	$
B.9.3.8	Finish Coat	7,500	Linear Feet	$	$
B.9.3.9	Mullions 0 to 15 feet high				
B.9.3.10	Primer Coat	7,500	Linear Feet	$	$
B.9.3.11	Under Coat	7,500	Linear Feet	$	$
B.9.3.12	Finish Coat	7,500	Linear Feet	$	$
B.9.3.13	Mullions greater than 15 feet high				
B.9.3.14	Primer Coat	7,500	Linear Feet	$	$
B.9.3.15	Under Coat	7,500	Linear Feet	$	$
B.9.3.16	Finish Coat	7,500	Linear Feet	$	$
B.10.0	**Caulking**				
B.10.1	0 to 15 feet high	7,500	Linear Feet	$	$
B.10.2	Greater than 15 feet high	7,500	Linear Feet	$	$
B.11.0	De-natured Alcohol Cleaning				
B.11.1	0 to 15 feet high	25,000	Square Feet	$	$
B.11.2	Greater than 15 feet high	25,000	Square Feet	$	$
C	**HOURLY LABOR RATES**				
C.1.0	Regular Time	300	Hours	$	$
C.1.1	Overtime	300	Hours	$	$
	Note: Hourly unit rate(s) are included only to perform additional services not listed on the pricing schedule and as directed by the ETAM Representative. These rates shall be fully loaded rate(s) including, but not limited to, all labor, benefits, taxes, insurance, overhead and profit.				

PRICING SUMMARY			PERCENTAGE	DOLLAR AMOUNT
Year One Price				**$**
Year Two Percentage Change			**%**	
Year Two Price				**$**
Year Three Percentage Change			**%**	
Year Three Price				**$**
Year Four Percentage Change			**%**	
Year Four Price				**$**
Year Five Percentage Change			**%**	
Year Five Price				**$**
Grand Total Price				**$**

Payment terms: Net ____________ : ____________% discount in ________days.
Note:Each Bidder must provide unit pricing for all items identified in the pricing tables.

2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

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

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

☐ Yes, Agree to Cooperative Purchasing Provision

☐ No, Do Not Agree to Cooperative Purchasing Provision

3 INSURANCE REVIEW VERIFICATION

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

☐ Yes ☐ No

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

☐ Yes ☐ No

4 ORGANIZATIONAL SUMMARY INFORMATION

1. BIDDING FIRM: ________________________________

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

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

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

   ____

5. Optional Information:

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

   - ☐ Other (Please Define):

     ____

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

   ID Number: ______________________

   ☐ Certified as Small Business Enterprise

   Certification Agency: ________________________________

   Certification Number: ________________________________

Additional Comments if Desired:

____

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=Male / F=Female	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:

Oct-09

6 COMMITMENT TO SBE PARTICIPATION

Commitment to Small Business Enterprise
(SBE) Participation Form

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

The DBE goal for this Solicitation/Contract No. 7005931 is 0%

NOTE: *The BDDD will only credit SBE participation that is certified by an approved certification entity at the time of bid/proposal submission.*

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

SCHEDULE OF SUBCONTRACTORS[1]

Prime Bidder/Contractor______________________________

☐ **DBE** ☐ **SBE** ☐ **MBE** ☐ **WBE** ☐ **NON-D/S/M/WBE**

Contract Name: ______________________________

Contract/Solicitation Number: ______________________________

As part of the procedures for the submission of a 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		
Dollar Amount & Percentage of Work to be Completed by Non-D/SBE Subcontractors							
Dollar Amount & Percentage of Work to be Completed by D/SBE Subcontractors							
Dollar Amount & Percentage of Work to be Self-Performed by the Prime							
Total Dollar Amount & Percentage of Work (The Total Amount shall equal the amount proposed on summary of bid/proposal page)							

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.

8 INTENT TO PERFORM/CONTRACT AS A SUBCONTRACTOR

INTENT TO PERFORM CONTRACT AS A D/S/M/WBE SUBCONTRACTOR[1]

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: ____
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):

1. Scope of Work: ____
2. Price: ____
3. D/M/WBE Certification ____
4. 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 & 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.

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? *(Include copy of sign-in sheet as an attachment)*		
Did you obtain a current list of D/S/M/WBE firms? *(Include lists(s) as an attachment and source of information)* Was direct contact made with the BDDD office? *If yes, identify date/person contacted and assistance sought*		
Did you advertise in general circulation, trade association, and/or D/S/M/WBE focus media concerning subcontracting and supplier opportunities? *(Include copy(ies) of advertisement or detail the name of the publications(s), advertisement date and describe the solicitation)*		
Were D/S/M/WBE firms contacted or solicited for subcontracting and supplier opportunities? *(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)*		
Did you provide written notice to prospective D/S/M/WBE firms and follow-up via telephone? *(Attach copies of emails and supporting documentation.)*		
Did you solicit D/S/M/WBE firms at least seven (7) calendar days prior to bid opening?		
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/WBVE goal.		
Were copies of bid/proposal documents furnished to D/S/M/WBEs?		
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.		
Identify efforts made to assist interested D/S/M/WBEs in obtaining bonding, insurance, or line of credit. *(Detail any assistance that was provided or if they were referred to whom)*		
Identify efforts made to assist interested D/S/M/WBEs in obtaining necessary equipment, supplies, materials or related assistance or services.		

Identify all D/S/M/WBE support agencies/associations contacted for D/S/M/WBE assistance or solicitation *(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)*		
Discuss any other effort(s) aimed at involving D/S/M/WBEs *(Include as an Attachment):* • 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 efforts 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 CONCESSION CONTRACT.

NAME AND TITLE OF AUTHORIZED OFFICIAL:

____

SIGNATURE: ____

DATE: ____

FOR DFW BUSINESS DIVERSITY & DEVELOPMENT USE ONLY:

Plan Reviewed by: ____

Date: ____

Signature of M/WBE Liaison: _______________________________________

Recommendation: Approval:______________________ Denial:____________________

10 INSURANCE AFFIDAVIT

Dallas Fort Worth International Airport Board Solicitation No. 7005931

NAME OF BIDDER: ____

To be completed by the Bidder/Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 7005931, and said insurance shall be provided without change to the prices offered.

Name of Proposer: ____

Authorized Agent (please print):____

Authorized Agent's Signature:____

Date:______________________

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

I confirm that, if awarded the Contract, the Bidding Firm stated above either has insurance coverage or can obtain coverage in compliance with the requirements of DFW International Airport Board Solicitation No. 7005931. 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:______________________

11 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 7005931

(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)

☐ **Partnership** ☐ **Limited Partnership** ☐ **Limited Liability Partnership**

☐ **Sole Proprietorship** ☐ **Joint Venture** ☐ **Limited Liability Company** ☐ **Corporation ("C")**

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

☐ **For Profit** **or** ☐ **Non Profit** ☐ **Public** **or** ☐ **Private**

☐ **S Corporation** ☐ **Professional** ☐ **Parent-Subsidiary** ☐ **Close**

State of Incorporation, Registration or Formation:

State: **Month:** **Year:**

Name(s) of Owner(s) or Partners (or Owner of DBA if applicable):

Name of Joint Venture Participants, if applicable:

UNLESS PUBLICLY TRADED list all individuals, partnerships, corporations or other entities having *at least 10%* ownership in the business *and indicate their percentage of ownership*. 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

12 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. ___**7005931**____

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)