



**City of Dallas
Department of Aviation**

**DALLAS EXECUTIVE AIRPORT TAXIWAY
APRON PAVED ISLANDS
- CONSTRUCTION**

**SOLICITATION NO. CIZ26-AVI-3227
REQUEST FOR BIDS - INFORMATION PACKET**

Prepared by



DESIGN PLANS AND SPECIFICATIONS PREPARED BY:



April 10, 2026

**DALLAS EXECUTIVE AIRPORT
TAXIWAY APRON PAVED ISLANDS - CONSTRUCTION
Request for Bids**

City of Dallas Solicitation No. CIZ26-AVI-3227

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Office of the Mayor and City Council

1500 Marilla St., 5th Floor

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Subject to change / living document

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PROJECT SUMMARY

Request for Bids

Solicitation Number: CIZ26-AVI-3227

DALLAS EXECUTIVE AIRPORT TAXIWAY APRON PAVED ISLANDS - CONSTRUCTION

PROJECT SUMMARY:

To hire a contractor to construct concrete pavement over existing grass islands and install electrical improvements along the full length of Taxiway A at Dallas Executive Airport. Ramp expansion improves service vehicle trafficability while improving pilot situational awareness and air operations safety; improves environmental quality and sustainability; and decreases overall operations airport maintenance costs.

DATE ISSUED:	APRIL 10, 2026
PRE-BID CONFERENCE AND SITE VISIT:	WEDNESDAY, APRIL 22, 2026, 1:00 PM DALLAS EXECUTIVE AIRPORT NEIL ARMSTRONG CONFERENCE ROOM 5303 CHALLENGER DRIVE DALLAS, TEXAS 75237
QUESTIONS AND REQUEST FOR ADDITIONAL INFORMATION DEADLINE:	APRIL 29, 2026, AT 1:00 PM
BID DUE DATE:	MAY 15, 2026, AT 1:00 PM

OWNER



Tiye Lucas, Project Coordinator III
Capital Infrastructure and Development
tiye.lucas@dallas.gov
7555 Lemmon Avenue
Dallas, Texas 75209

CITY OF DALLAS
CONSTRUCTION ADVERTISEMENT
REQUEST FOR BIDS

Bids are required to be submitted electronically via the City of Dallas' solicitation website at <https://dallascityhall.bonfirehub.com> by 1:00 PM on Fridays. All bids will be publicly read at 2:00 PM on Fridays and can be viewed on the City of Dallas' website at www.dallascityhall.com (see City Meetings). Bid title, department, and date of public reading are listed below and on the City of Dallas' solicitation website at <https://dallascityhall.bonfirehub.com>. Unless otherwise noted in the description below the bid packet may be obtained from <https://dallascityhall.bonfirehub.com>. Submittals will not be accepted after the due date/time and hard copy submittals are not permissible.

CIZ26-AVI-3227 – REQUEST FOR BIDS FOR DALLAS EXECUTIVE AIRPORT TAXIWAY APRON PAVED ISLANDS – CONSTRUCTION

Description of Proposed Work:

The project will construct a concrete pavement integrated apron over existing grass islands which expands ramp space and install electrical improvements along the full length of Taxiway A at Dallas Executive Airport. The work will include, but not to be limited to, earthwork, grading, concrete pavement installation, pavement markings, elevated taxiway edge reflectors, incandescent taxiway edge lights, directional bored conduit and junction boxes, upgrading taxiway edge lights to LED, and associated landscaping.

Bid packets, plans, and specifications may be obtained beginning Friday, April 10, 2026, from the City of Dallas' solicitation website (linked above). All addendums will be posted to the site.

Questions Due Date/Time: Wednesday, April 29, 2026, at 1:00 PM

Solicitation Due Date/Time: Friday, May 15, 2026, at 1:00 PM

Open/Reading Date/Time: Friday, May 15, 2026, at 2:00 PM

A proposal bond for five (5%) percent of the greatest amount proposed is required with the submittal of your bid proposal.

A pre-bid meeting will be held on Wednesday, April 22, 2026, at 1:00 pm (CDT) at Dallas Executive Airport Neil Armstrong Conference Room, 5303 Challenger Drive, Dallas, TX 75237. General contractors are welcome to bring key subs. A site visit will be conducted immediately following the pre-bid meeting.

For information regarding this project contact Kendra Nichols at AVICIPProcurement@dallas.gov

The City of Dallas Department of Aviation maintains the right to reject any and all bids.

It is the policy of the City of Dallas to involve certified small business enterprises (SBEs) to the greatest extent feasible in the City's contracting opportunities. The City further seeks to encourage the growth and development of SBEs, promoting local economic growth and increased competition. In alignment with this commitment the City has adopted the Developing Regional & Inclusive Vendor Enterprises (DRIVE) Policy for City of Dallas contracts.

The SBE participation goal for this contract is 30.19%

PUBLISH THREE TIMES
April 10, April 17, and April 24, 2026

COMMODITY CODES: 90910, 91200, 91223, 91310



DALLAS EXECUTIVE AIRPORT TAXIWAY APRON PAVED ISLANDS PROJECT

PROJECT BACKGROUND

A need was identified to expand existing ramp space and pave over existing grass islands at Dallas Executive Airport. The paved islands will expand apron capacity, facilitate additional aircraft parking and enable more efficient aircraft maneuvering on the apron. The primary advantage of paved islands is to keep DEA aircraft aprons, taxiways, and runways operational during all weather conditions while ensuring clear route visibility for aircraft departing the apron area.

INTENT

To hire a contractor to construct concrete pavement over existing grass islands and install electrical improvements along the full length of Taxiway A at Dallas Executive Airport. Ramp expansion improves service vehicle trafficability while improving pilot situational awareness and air operations safety; improves environmental quality and sustainability; and decreases overall operations airport maintenance costs.

SCOPE OF WORK

Construct an integrated apron that expands ramp space along Taxiway-A at Dallas Executive Airport. Bidders must provide unit price for Bid schedule I, Bid schedule II, Bid schedule III, Bid schedule IV. The lowest responsive bidder will be selected based on the availability of funds for the Bid schedules.



Department of Aviation

INSTRUCTIONS TO BIDDERS-CONSTRUCTION

ARTICLE I

1.1 REFERENCES AND DEFINITIONS

- 1.1.1 Each prospective Bidder is advised to refer to other Divisions and Sections under titles “Advertisement for Bids,” “City of Dallas 2021 Addendum to the Public Works Construction Standards-North Central Texas Fifth Edition as Published by the North Central Texas Council of Governments-General Provisions,” “Special Provisions,” “Federal Aviation Administration Regulations,” and the various “Technical Specifications” for additional information that may affect the preparation of proposals. The referenced documents contain information pertaining to the following topics, among other (which list of topics is not completely and exclusively described below):
- a. The time, date, and place for receipt of proposals.
 - b. The time for completion of the Project.
 - c. The contract forms, contract conditions, payment criteria, performance and payment bonds, and insurance.
 - d. Rules regarding substitution of materials.
 - e. Unit prices.
 - f. Other conditions and technical data pertaining to the Work.
- 1.1.2 All definitions set forth in the City of Dallas 2021 Addendum to the Public Works Construction Standards-North Central Texas Fifth Edition as Published by the North Central Texas Council (and in any special provisions) are applicable to these Instructions to Bidders.
- 1.1.3 For purposes of these Instructions to Bidders, the following additional definitions apply:
- a. “Addendum” means a document issued by the Owner in either written, graphic, or electronic form prior to the receipt and opening of Bids which modifies or interprets the Bid Documents, including but not limited to the Drawings and Specifications, by additions, deletions, clarifications, or corrections. The plural use of this term is “Addenda.” Any Addendum issued becomes a part of the Contract Documents when the Civil Construction Services Contract Agreement is executed.
 - b. “Bid”, means an offer to perform the Project for the price quoted in material compliance with the Bid Documents, including prices quoted for any Alternates solicited by the Owner along with the Base Bid.
 - c. “Bid Documents” means the Request for Bids, these Instructions to Bidders, special conditions for bidding, the Bid form, bid bond forms, Performance and

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Payment Bond forms, other informational forms required by the Owner in connection with the Request for Bids, and the proposed Contract Documents, including any Addendum issued prior to opening of Bids, prepared and used by the Owner to solicit and receive Bids.

- d. "Day" means a calendar day, unless otherwise indicated in these Instructions to Bidders.
- e. "Environmental Laws" means the (i) Clean Air Act, (ii) Clean Water Act, (iii) any rules, regulations, or ordinances promulgated pursuant to either of the above-mentioned acts by State, Federal, or local regulatory authorities, or (iv) any other State, Federal, or local environment, including but not limited to solid waste disposal, hazardous waste disposal, illegal discharges of pollutants, and other similar environmental laws, rules, regulations, and ordinances.
- f. "Owner" means the City of Dallas, a Texas municipal corporation.
- g. "Project" means the title of the Work for which Bids are to be submitted, which description is given in the Request for Bids and the Bid form.

ARTICLE II

2.1 BIDDER REPRESENTATIONS

- 2.1.1 Each bidder submitting a Bid represents that the bidder has read and carefully examined all Contract Documents, all Addenda, and all other Bid Documents, and has thoroughly familiarized himself with the detailed requirements of the Project prior to submitting a bid. Should a bidder find discrepancies, conflict, or ambiguities, in, or omissions from, the Bid Documents or any Addendum, or should the Bidder be in doubt as to their meaning, the Bidder shall at once, and in any event not later than seven (7) calendar days prior to the Bid receipt and opening date, notify the Owner in writing. The Owner will, if necessary, send a written Addendum to all interested bidders regarding the subject of the written notices. The Engineer and the Owner will not be responsible for any oral instruction or explanation. All Addenda sent to bidders will become a part of the Contract Documents.
- 2.1.2 Each bidder submitting a Bid represents that, prior to the submission of its Bid, the bidder examined and became thoroughly familiar with all existing conditions, including all applicable laws, ordinances, rules and regulations that may affect the Work. Bidders shall visit the Project site, examine the grounds and all existing buildings, utilities, and roads and shall ascertain by any reasonable means all conditions that might in any manner affect the Work. The Drawings have been prepared on the basis of surveys and inspections of the site and are intended to present a general indication of the apparent physical conditions at the Project site. The Drawings, however, are not a substitute for and shall not relieve the bidder of the necessity of the bidder's compliance with this Paragraph 2.1.2 by becoming thoroughly familiar with all existing physical conditions at the Project site.

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- 2.1.3 Each bidder that submits a Bid acknowledges and agrees that when soils or underground Project site investigation data is provided by the Contract Documents, the bidder assumes sole responsibility for any conclusions the bidder may draw from such data. **EACH BIDDER ACKNOWLEDGES AND AGREES THAT THIS INFORMATION IS FURNISHED TO THE BIDDER ONLY IN ORDER TO MAKE COMPLETE DISCLOSURE OF THIS MATERIAL AND FOR NO OTHER PURPOSE. THE BIDDER ALSO ACKNOWLEDGES AND AGREES THAT BY FURNISHING THIS MATERIAL, THE OWNER DOES NOT REPRESENT, WARRANT, OR GUARANTEE ITS ACCURACY EITHER IN WHOLE, IN PART, IMPLICITLY OR EXPLICITLY, OR IN ANY OTHER WAY AND THAT THE OWNER SHALL HAVE NO LIABILITY FOR THIS MATERIAL.** The bidder may employ experts to analyze available information and is also solely responsible for any conclusions drawn by the bidder's own experts from that informational source.

ARTICLE III

3.1.1 INTERPRETATION OF BID DOCUMENTS

- 3.1.2 Should any bidder desire an explanation regarding the meaning or interpretation of the Bid Documents, a written request must be made to the Owner with sufficient time allowed for a reply to be made and sent to all interested bidders before the Bid opening date. Oral explanation or instructions given at any time by any representative of the Owner or Engineer will not be binding on the Owner or Engineer. Any authorized interpretation made will be in the form of an Addendum and will be furnished to all persons or entities known of record to be interested in submitting a Bid. Receipt of any Addendum by the bidder shall be acknowledged on the Bid form in the space provided. Failure to acknowledge receipt of an Addendum, however, shall not necessarily render a Bid non-responsive.
- 3.1.3 Changes or corrections may be made by the Owner or Engineer in the proposed Contract Documents after they have been issued and before receipt and opening of Bids. In such case, an Addendum describing the change or correction will be issued by the appropriate Owner representative to all persons or entities known of record to be interested in submitting a Bid at least three (3) calendar days prior to the date established for receipt and opening of Bids, except in unusual cases. Any Addendum shall take precedence over that portion of the Bid Documents that is addressed by the Addendum, to the extent that the Addendum may modify that portion of the Bid Documents, and shall become a part of the Bid Documents. Failure of a bidder to receive any Addendum shall not relieve the bidder of any obligation under the Bid Documents or the Bid submitted.

ARTICLE IV

4.1 PREPARATION AND SUBMITTAL OF BIDS

- 4.1.1 Each bidder shall submit the Bid and the Bid bond on the forms provided by the Owner. All blank spaces for Bid prices and quantities must be filled in, in ink, type

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or printer font, in both words and numerals. Oral, telephonic, or electronic Bids will not be considered by the Owner. Bids must be submitted to the City of Dallas Procurement Services Bonfire site.

- 4.1.2 Bids shall indicate either unit prices or a lump sum price, as applicable, as well as quantity or change order prices if required in the spaces provided on the Bid form. All reasonable costs of labor, materials, services, and other reasonable, necessary, and incidental costs, including but not limited to freight, handling charges, and reasonable overhead and profit, required to perform the Work as required in the Bid Documents shall be included in the Bid for the Work as stated in the Bid form. **ANY COST NO INCLUDED OR CALCULATED IN THE APPLICABLE LUMP SUM OR UNIT PRICES AS BID WILL NOT BE PAID BY THE OWNER, REGARDLESS OF THE INTENTION OF THE BIDDER WHEN THE BID WAS SUBMITTED AND REGARDLESS THAT THOSE COSTS WERE ACTUALLY INCURRED.**
- 4.1.3 If the Bid Documents call for submitting a Bid on the basis of unit prices, the quantity stated in each applicable line item is the Owner's best estimate of the quantity of the particular Work required, based on the best available information, and is furnished to bidders as an aid to calculate a bid quotation and to assist the Owner in determining the lowest responsible bidder. The quantity stated or estimated is **NOT** a guaranteed quantity; the actual quantity required for the particular Work in question may be more or less than stated or estimated by the Bid Documents. Payment under the contract will be based solely on the unit price or prices quoted for the actual quantity of Work in question properly performed or provided under the contract. **NO EXTRA COSTS OR CLAIMS FOR EXTRA COSTS OVER AND ABOVE THE UNIT PRICE IN THE BID WILL BE ALLOWED.**
- 4.1.4 The Owner reserves the right to change quantities by change order after the award of the contract, based upon the applicable unit price bid. Quantity price extensions shall be the product of the unit price multiplied by the quantity and the section or schedule price shall be the sum of the quantity price extensions. The total Bid price is comprised of the total of all quantity price extensions.
- 4.1.5 If a Bid submitted by an individual as a sole proprietor, the individual's legal name must be signed by the individual or the individual's duly authorized agent. If the Bid is submitted by a corporation, partnership (general or limited), limited liability company, or other form of business entity, the legal name, designation of type of business entity, and address of the bidder must be stated and the Bid must be signed by a duly authorized officer, partner, or member of the corporation, partnership (general or limited), limited liability company, or other form of business entity.
- 4.1.6 A power of attorney authorizing an agent, attorney-in-fact, or another person to sign the Bid must be in writing, properly certified and notarized, and submitted with the Bid.

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4.2

- 4.1.7** To be considered as eligible to submit a Bid, a bidder must be in compliance with all legal requirements to permit the bidder to operate or conduct business under the applicable laws of the State of Texas.
- 4.1.8** All bidders must submit a notarized affidavit with their Bid attesting to their safety record. Information regarding the safety record, based upon the criteria set forth below, must be provided through the Dallas office of the U.S. Occupational, Safety, and Health Administration (OSHA), if the bidder has its principal place of business in Dallas, or through the local OSHA office where the bidder has its principal place of business if the bidder is not a Dallas-based company. The bidder's safety record must not reflect the imposition of criminal or civil penalties for six (6) or more serious violations, none of which may be repeat violations, nor may the record reflect three (3) or more willful violations, none of which may be repeat violations, within a three (3) year period preceding the date of the proposed contract award. This information will be considered in determining the responsibility of the bidder for purposes of award.
- 4.1.9** All bidders must submit a notarized affidavit with their Bid attesting to their environmental record. Information regarding the environmental record, based upon the criteria set forth below, must be provided through the regional offices of the U.S. Environmental Protection Agency and the Texas Commission on Environmental Quality. The bidder's environmental record must not reflect notices of violation or enforcement on or the imposition of criminal or civil penalties for six (6) or more violations of Environmental Laws, none of which may be repeat violations, nor may the record reflect three (3) or more willful or intentional violations of Environmental Laws, none of which may be repeat violations, within a three (3) year period preceding the date of the proposed contract award. This information will be considered in determining the responsibility of the bidder for purposes of award.
- 4.1.10** Submission of all required documents are found in Bonfire in Section Requested Information.

4.2 ELECTRONIC MODIFICATION OF BID

- 4.2.2** Modification of the terms of a Bid that cause a material variation of the Bid from the requirements of the Bid Documents shall render the Bid non-responsive and will result in Bid rejection. Nothing in this Section shall be deemed or construed to waive this requirement.

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ARTICLE V

5.1 BID SECURITY (Mandatory for Bids in Excess of \$100,000.00)

5.1.1 All Bids must be accompanied by Bid security as evidence of good faith and as a guarantee that, if awarded the contract, the bidder will execute the contract, furnish the required performance and payment bonds, and furnish evidence of compliance with the Owner's insurance requirements within ten (10) days after the award and delivery of the contract to the successful bidder for final execution. The amount of the required bid security shall not be less than five percent (5%) of the highest dollar amount bid. Bid security shall be submitted in one of the following forms:

- a a Bid bond payable unconditionally to the Owner and written on the Owner's prescribed form of Bid bond by a corporate surety or sureties licensed to issue surety bonds in Texas and otherwise acceptable to the Owner;
- b a cashier's or certified check issued on the funds of a state or federally chartered financial institution with principal or branch offices located within Dallas County, which check shall be payable unconditionally to the order of the Owner;
- c an irrevocable, unconditional standby letter of credit issued by a state or federally chartered financial institution with principal or branch offices located within Dallas County.

5.1.2 Each bidder covenants and agrees, as an express condition of their Bid, that in the event the bidder is awarded the contract, the bidder will, within ten (10) days after award of the contract, execute the contract, furnish acceptable performance and payment bonds, and provide sufficient written evidence of compliance with the Owner's insurance requirements as specified in the Bid Documents. If the bidder fails or refuses to do so, the bidder covenants and agrees to pay to the Owner the amount of the bid security (plus reasonable attorney's fees and court costs, if necessary for the collection of the amount owed) as liquidated damages, it being difficult and impractical to determine accurately the actual amount of damage accruing to the Owner by reason of the bidder's failure to execute a contract. Further, the defaulting bidder shall not be eligible to submit a new Bid if the contract is re-advertised for new bids.

5.1.3 Substitution by the bidder of another form of Bid bond in place of the Owner's form with provisions materially inconsistent with those contained in the Owner's form will constitute grounds for rejection of the Bid at the Owner's sole option.

5.1.4 If a cashier's check, certified check, or letter of credit is submitted along with a Bid, the Owner shall be entitled to collect the full proceeds of such check or letter of credit without further notice or demand if:

- a the Bid is selected as the lowest responsible Bid;
- b the contract is awarded to the successful bidder by the Owner before the Bid can be legally withdrawn; and
- c the successful bidder fails or refuses to execute the contract, furnish

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acceptable performance and payment bonds, and provide sufficient written evidence of compliance with the Owner's insurance requirements as specified in the Bid Documents within ten (10) days after award of the contract.

- 5.1.5 In the event of a Bid Bond is submitted along with the Bid, the bidder and the bidder's surety shall be liable to the Owner for the full amount of the Bid bond and shall pay the amount within fourteen (14) days after written demand by the Owner if:
- a the Bid is selected as the lowest responsible Bid;
 - b the contract is awarded to the successful bidder by the Owner before the Bid can be legally withdrawn; and
 - c the successful bidder fails or refuses to execute the contract, furnish acceptable performance and payment bonds, and provide sufficient written evidence of compliance with the Owner's insurance requirements as specified in the Bid Documents within ten (10) days after award of the contract.
- 5.1.6 If the Owner chooses to rescind the award to the lowest responsible bidder and award the contract to the next lowest responsible bidder, a subsequent failure or refusal to contract as described in Section 5.1.4 or 5.1.5 above, as applicable, by the next lowest responsible bidder or by other bidders who may, in turn, be awarded the contract in place of a previous forfeiting bidder or bidders shall cause the replacement bidder and their surety to likewise become liable to the Owner for the full amount of their respective Bid bonds or entitle the Owner to the proceeds of their respective cashier's or certified checks or letters of credit submitted as Bid security.
- 5.1.7 The Owner may, at its sole option, choose in the alternative to reject any or all remaining Bids after a successful bidder's refusal to contract and make no subsequent award of the contract, choosing instead to indefinitely delay the Project or to re-advertise for new Bids.
- 5.1.8 As long as the bidder has been notified that they are the lowest responsible Bid or one of the next two bidders in line for possible award of the Contract in the event of a failure or refusal of the lowest responsible bidder to execute an awarded contract, the bid security furnished with a Bid will remain in the possession of the Owner until the Owner and the successful bidder

ARTICLE VI

6.1 RECEIPT, OPENING AND EVALUATION OF BIDS

- 6.1.1 The Owner will receive Bids and Bid bonds only on the Owner-approved forms included in the Bid Documents or provided on the Owner's internet electronic bidding website.

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- 6.1.2 Bid shall be submitted to the City of Dallas Office of Procurement Services Bonfire site.
- 6.1.3 Bid will be accepted for furnishing and installation of all items under one contract for the entire Project, unless otherwise specified in the Bid Documents. Bids will be considered only on the basis of the complete Project. Any proposal for only one part of the Project will be rejected as nonresponsive, unless otherwise specified by the Owner in the Bid Documents.
- 6.1.4 The date and time for receiving Bids, the time and place of opening of Bids, and other pertinent information is as established in the Request for Bids.
- 6.1.5 After the Bids are publicly opened and read aloud, the Bids shall thereafter remain on file for public inspection in the office of the Dallas Airport System for a period of not less than forty-eight (48) hours after opening of the Bids. No Contract will be awarded or entered into until at least forty-eight (48) hours shall have elapsed since the Bid opening.
- 6.1.6 The Owner will award a contract for the project to the lowest responsible bidder, subject to the rights of the Owner as prescribed by applicable law and as described in the Bid Documents and these Instructions to Bidders.
- 6.1.7 The Owner reserves the right to reject any and all Bids. The Owner, however, reserves the right, in the Owner's sole discretion, to waive any minor irregularities in a Bid and to make the contract award in the best interest of the Owner. Bids will be considered irregular if they show any minor (a) omissions, (b) alterations of form, (c) additions or conditions not called for, (d) unauthorized alternate Bids, or (e) other irregularities of any kind. Bidders are advised to not submit irregular Bids, as irregularities may be grounds for rejection of the Bid by the Owner.
- 6.1.8 Unless otherwise specified elsewhere in the Bid Documents, the Owner may also, in its sole discretion, accept or reject any of the Alternates or schedules that may be set forth in a Bid.
- 6.1.9 Any Bid may be withdrawn prior to the specified date and time for the receipt and opening of Bids or the authorized postponement of the date and time for receipt and opening. Any Bid received after the time and date specified shall not be considered for any purpose. **UNLESS OTHERWISE SPECIFIED ELSEWHERE IN THE BID DOCUMENTS, NO BIDDER MAY WITHDRAW A BID WITHIN ONE HUNDRED EIGHTY(180) DAYS AFTER THE DATE OF THE RECEIPT AND OPENING OF BIDS.**

Negligence on the part of any bidder in preparing a Bid does not automatically confer a right to withdraw the Bid after opening.

CITY OF DALLAS
INSTRUCTIONS TO BIDDERS-CONSTRUCTION

ARTICLE VII

7.1 BID DOCUMENTS

- 7.1.1 The Bid Documents will also be placed on and accessible from the Owner's internet electronic bidding website Bonfire: <https://dallascityhall.bonfirehub.com/projects>
- 7.1.2 Complete sets of Bid Documents will be available for each interested bidder who is a prime contractor for the purpose of preparing a good faith Bid.

7.2 BIDDER DISQUALIFICATIONS

- 7.2.1 The Owner is authorized to reject the Bid of a bidder that:
- a. Submits a Bid that materially varies from or is otherwise non-responsive to the requirements of the Bid Documents;
 - b. Submits more than one bid proposal from the same partnership, firm, or corporation under the same or different name;
 - c. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder;
 - d. Current claim(s) with or legal disputes with any municipal, county, state, or federal agency;
 - e. Does not provide contact information for references provided in AIA document A305-1986 and does not provide a purchased form from The American Institute of Architects;
 - f. Is a currently debarred contractor and supplier with the GSA and Texas Comptroller;
 - g. Owes a debt to the Owner and fails or refuses to satisfy the outstanding debt prior to the date scheduled for award of a contract by the Owner;
 - h. Is in default (or whose surety is in default) on an existing contract with the Owner at the time of the Bid opening and cannot cure the default prior to the date scheduled for award of a contract by the Owner;
 - i. Does not comply with the safety record criteria established by the Owner pursuant to Section 252.0435, Texas Local Government Code, as amended;
 - j. Does not comply with the environmental record criteria established by the Owner in these Instructions to Bidders;
 - k. Has a history or reputation of poor performance or failure to complete on time on other contracts with the Owner or similar contracts with other persons or entities;
 - l. Has a history or reputation of filing frequent, excessive, and meritless claims, or fraudulent claims, against the Owner or against other contractors on a project of the Owner;

CITY OF DALLAS
INSTRUCTIONS TO BIDDERS-CONSTRUCTION

- m. Lacks the necessary integrity, experience, or qualifications, or lacks the necessary financial capability or capacity, to perform the Work in the manner required under the Bid Documents Bid;
- n. Is a party to collusion along with other bidders on the same Project, or on other projects of the Owner or of other persons or entities, to fix or otherwise affect bid prices to the detriment of the Owner;
- o. Has an interest in more than one Bid for the Work that is the subject of the Request for Bids; or
- p. Fails or refuses to include proper bid security with the Bid, including but not limited to the bidder's failure to submit a Bid bond on the form prescribed by the Owner.

7.3 BIDDER MISTAKES

7.3.1 The following additional rules govern the Owner's evaluation of Bids if a bidder makes a mistake in a Bid:

- a. Except as provided below, a bid may not be changed for the purpose of correcting an error in the Bid price. The lowest responsible bidder is determined by referring to the grand total of all bid line items for the Work (consisting of whatever line items, lump sum amount, schedules of items, and Alternates the Owner advertises and may choose to award). The grand total is calculated by adding together the respective extended total of the applicable line items, schedules of items, or lump sum amount along with Owner –elected Alternates, if any. In the case of Bids for a job order contract, the Owner reserves the right to award the contract on the basis of the best value to the Owner. In the case of a contract where the Bidders are not required to calculate extended totals or a grand total of all bid line items, the Owner reserves the right to calculate the grand total base on the applicable extended totals, schedules, or unit prices quoted and submitted.
- b. If there is a discrepancy in a bid because the price of a line item is stated differently in words from in numbers, the actual amount that the bidder included in his grand total for that line item will control; except that on bids for a job order contract or another contract where the Bidder is not required to calculate extended totals or a grand total of all bid line items or schedules, words will control over numbers. Notwithstanding any provision to the contrary in this Section, a conflict, error, or discrepancy of any kind may not be assumed, calculated, or reconciled in a way that changes the overall result of bidding as determined from each bidder's originally calculated grand total.

CITY OF DALLAS
INSTRUCTIONS TO BIDDERS-CONSTRUCTION

- c. If a Bid contains a mathematical error in the calculation of an extended total on a line item, the amount of the Bid will still be considered on the basis of the grand total of all applicable line items or schedules for the Work. If a mathematical error in an extended total has been calculated and incorporated into the grand total, the error cannot be corrected, except as provided in subparagraph (e) below.
- d. If there is an error in the grand total resulting solely from a mathematical error of the Bidder in adding together otherwise correct extended totals, the Bidder is bound by the grand total in the Bid, and the Bid cannot be changed to correct the error, except as provided in subparagraph (e) below.
- e. If a mathematical error made in calculating the extended total of a line item, or in calculating the grand total from otherwise correct extended totals, causes the grand total of the lowest responsible bidder to be higher than it would be if the Bid had been mathematically correct but the Bid remains the lowest responsible bid with or without the error, the Owner may, in the Owner's best interest, award a contract based upon the mathematically correct lower number, treating the error as a waivable irregularity, as long as the overall result of bidding is not changed. The Owner reserves the right, after contract award, to reconfigure any unit price of a line item or schedule where an error, conflict or discrepancy is discovered to make it conform to the mathematically correct grand total.
- f. The provisions of this Section do not affect the common law right of a bidder to withdraw a Bid due to a material mistake in the Bid, nor do they affect the right of the Owner to reject any and all bids for any reason.

ARTICLE VIII

8.1 BID DOCUMENTS

- 8.1.1** The Bid Documents will accessible on the Owner's internet electronic bidding website Bonfire/Euna: <https://dallascityhall.bonfirehub.com/projects>.
- 8.1.2** Complete sets of Bid Documents will be available for download to each interested bidder who is a prime contractor for the purpose of preparing a good faith Bid.

CITY OF DALLAS
INSTRUCTIONS TO BIDDERS-CONSTRUCTION

ARTICLE IX

9.1 PRODUCT SUBSTITUTIONS

- 9.1.1** Except as provided in Paragraph 8.1.2, the Owner shall not attempt to determine the acceptability of any proposed product substitution prior to receipt and opening of Bids. The inclusion of a substitute product in a Bid shall be done at the bidder's own risk, with the understanding that if the Owner finds, after the Bids are opened and the bidder's Bid is deemed the lowest responsible Bid, that the substituted product is unacceptable, the bidder shall furnish the product specified, or an approved equal, at no additional cost to the Owner.
- 9.1.2** Where specifications indicate only one product is acceptable for the particular Work on a Project, a substitute product will be allowed only if the bidder has received express written approval for a substitution from the Owner, upon the written recommendation of the Engineer, prior to receipt and opening of Bids. The request for written approval of the owner must be made by a bidder at least fourteen (14) days prior to the date of receipt and opening of Bids. If the substitute product is accepted, the Owner shall issue an Addendum informing other interested bidders of the approval of the substitute product.
- 9.1.3** In all cases, the burden of proof rests on the bidder to demonstrate the substitute product's compliance as equal or superior to the specified product or products.

ARTICLE X

10.1 EXECUTION OF CONTRACT

- 10.1.1** The sole proprietor, corporation, partnership (general or limited), limited liability company, association, or other business entity that is the successful bidder shall, within ten (10) days after the contract is delivered, sign the necessary forms constituting the contract with the Owner and furnish evidence of bond ability and insurability. Within ten (10) days after the contract is awarded, the successful bidder shall furnish the necessary performance and payment bonds and provide sufficient written evidence of compliance with the insurance requirements as required under the Bid Documents.
- 10.1.2** No contract shall be binding on the Owner until it has been approved as to form by the City Attorney, executed by the City Manager, and delivered in its fully executed form to the successful bidder.

10.2 FAILURE TO EXECUTE CONTRACT

- 10.2.1** The failure of the bidder to execute the contract, provide the required performance and payment bonds and furnish sufficient evidence of compliance with the Owner's insurance requirements within ten (10) days after the contract is

CITY OF DALLAS
INSTRUCTIONS TO BIDDERS-CONSTRUCTION

10.2.2 awarded shall constitute a breach of the Bid requirements. In that event, the Owner may, without further notice, rescind any contract award previously made and retain or collect the proceeds of the Bid security previously furnished. The Submission of a Bid constitutes an acceptance of this requirement. In event the Owner should readvertise for new Bids, the defaulting bidder shall not be eligible to submit a new Bid.

ARTICLE XI

11.1 ISSUANCE OF NOTICE TO PROCEED AND WORK COMPLETION

11.1.1 Following final execution of the contract, the Owner shall issue a Notice to Proceed to the Contractor, advising that the contract has been fully executed and that the Contractor shall begin the Work within ten (10) days after the date specified in the Notice to Proceed. The sales tax exemption certificate will be issued with the Notice to Proceed.

11.2 COORDINATION

11.2.1 The Owner shall have the right to do other work or to award other Contracts for work to be done on the same Project site as specified for the work to be done under the Contract that has been awarded. The Owner's arrangement as to precedence of work and the relationship between the Contractor and the Owner or other contractors shall be controlling.

ARTICLE XII

12.1 CONTRACTOR ENVIRONMENTAL PACKET

12.1.1 The Owner is committed to environmental stewardship, sustainability, and compliance with all federal, state, and local environmental regulations. All Bidders are expected to read the Contractor Environmental Packet included as a part of the Contract Documents. The Contractor Environmental packet is not intended to be a statement of requirements for the Contract, but rather a guideline for environmental responsibility. Certification that the bidder has read the Packet shall be included in the Environmental Record Affidavit.

ARTICLE XIII

13.1 CEMENT USE ON PUBLIC PROJECTS-SUSTAINABLE AIR QUALITY

13.1.1 Pursuant to Section 271.907 of the Texas Local Government Code, as amended, the purpose of this Article is to provide a material standard for Portland cement to be purchased or used by the Contractor in connection with the Project. This Article applies to all product or material applications manufactured or mixed with Portland cement, whether the product or material is batched or prepared on or off the Project site, including but not limited to concrete for structural or non-

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INSTRUCTIONS TO BIDDERS-CONSTRUCTION

structural purposes, drywall, mortar for bricks, block, or stone, or other similar uses. It has been determined that Portland cement manufactured by means of a kiln process that operates with emissions that are specific amount below the applicable state standards, results in substantial reductions in emissions of nitrogen oxides (NOx). In the interest of improving the quality of the air in the City of Dallas and on a monthly basis or other frequency desired by the OWNER the CONTRACTOR shall furnish for inspection by the Owner of a copy of the delivery manifest obtained. The CONTRACTOR shall certify in writing that the manifests are true and correct to the best of the CONTRACTOR'S knowledge. Notwithstanding the manufacturer's certification, the CONTRACTOR will be held responsible in the event the OWNER discovers that the cement used was not manufactured in accordance with the requirement of Paragraph (A).

13.1.2 Pursuant to Section 271.907 of the Texas Local Government Code, as amended, the

OWNER will give a bid preference to the Bid of a CONTRACTOR who certifies in the bid that, in the purchase of concrete or other products using Portland cement in construction of the Project, the CONTRACTOR will utilize Portland Cement from manufacturers who:

- a. are in compliance with all applicable state and federal environmental standards relating to the emission of NOX, including all applicable TCEQ and EPA rules and regulations; and
- b. Operate kilns with emissions that exceed the standards for NOx emissions set out in 30 Texas Admin. Code 117.3110(a)(1) -(4) (as provided presently and as may be amended in the future) by the following percentage amounts:
 - i. for each long wet kiln, 10 percent lower than the standard for long wet kilns located in Ellis County, Texas as set out in 30 Texas Admin Code 117.3110 (B);
 - ii. for each long dry kiln, 20 percent lower than the standard for long dry kilns located in Ellis County, Texas, as set out in 30 Texas Admin. Code 117.3110 (a) (2);
 - iii. for each preheater kiln, 20 percent lower than the standard for preheater kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code 117.3110(a) (3); and
 - iv. for each preheater-precalciner or precalciner kiln, 35 percent lower than the standard for preheater-precalciner and precalciner kilns located in Ellis County, Texas, as set out in 30 Tex. Admin. Code 117.310(a) (4) *Reference: City Council Resolution No. 1100657, passed by the Dallas City Council on March 9, 2011.*

13.1.3 The preference shall apply only to the extent that the CONTRACTOR'S Bid, as certified, is not greater than 105 percent of the lowest responsible Bid of a CONTRACTOR who does not or cannot certify that it will utilize Portland cement from a cement kiln meeting the above-mentioned emission standard. The OWNER reserves the right to pursue any remedies it has under the CONTRACT Documents in the event the CONTRACTOR falsely certifies to the requirements state above, including but not limited to termination of the CONTRACT, adverse evaluation at final completion of the CONTRACT, or debarment from participation in future construction contracts the OWNER may advertise or award. The

CITY OF DALLAS
INSTRUCTIONS TO BIDDERS-CONSTRUCTION

- 13.1.4 OWNER also reserves the right to reject any load or item of Portland cement concrete, or other product containing Portland cement delivered in the event it is discovered that the Portland cement used in the load or item was not manufactured as certified.
- 13.1.5 When bidding preference has been granted as provided herein and any load or item of Portland cement, concrete, or other product which contains Portland cement is delivered to the Project site for use, the CONTRACTOR shall obtain and present to the OWNER a sworn to certification, using a certification form approved by the OWNER, from the Portland cement or concrete manufacturer that the load or item delivered contains no Portland cement other than Portland cement meeting the requirements as specified in Paragraph (A). The CONTRACTOR shall also obtain a manifest for each Portland cement or concrete load showing the quantity of Portland concrete delivered and the location of the manufacture of the Portland cement, along with the name of a designated representative of the Portland cement manufacturer for purposes of contact by the OWNER if necessary.
- 13.1.6 The OWNER reserves the right to pursue any remedies it has under the Contract Documents in the event the CONTRACTOR fails to comply with this materials specification, including but not limited to termination of the CONTRACT, adverse evaluation at final completion of the CONTRACT, or debarment from participation in future construction contracts the OWNEER may advertise or award. The OWNER also reserves the right to reject any load or item of Portland cement, concrete, or other product containing Portland cement delivered in the event it is discovered that the Portland cement used in the load or item was not manufactured as certified.

ARTICLE XIV

14.1. BID PROTEST PROCEDURES

- 14.1.1 Protest of award must be made immediately, and in no event, later than five (5) calendar days after the non-awarded party has received notice of the City's intent to award. All protest must include the following information:
1. A formal protest letter on company letterhead signed by a company officer with a detailed statement of the legal and / or factual ground of the protest.
 2. The name address, and phone number of the contract person for the protestor.
 3. The signature of an officer of the protestor or protestor's representative.
 4. If protesting on a client's behalf, an affidavit as evidence of representation.
 5. The solicitation and contract number.
 6. The form of relief/result requested.

Protest shall be mailed to Dallas Airport System, Kendra Nichols,
7555 Lemmon Avenue, Dallas, TX 75209. Attention: AVICIPprocurement@dallas.gov.
Award will be made in the best interest of the City.

SUPPLEMENTAL INSTRUCTIONS & INFORMATION TO BIDDERS

Bid Documents

Bids are required to be submitted electronically via the City of Dallas' solicitation website at <https://dallascityhall.bonfirehub.com> by 1:00 PM on Fridays. All bids will be publicly read at 2:00 PM on Fridays and can be viewed on the City of Dallas' website at www.dallas.gov (see City Meetings). Bid title, department, and date of public reading are listed below and on the City of Dallas' solicitation website at <https://dallascityhall.bonfirehub.com>. Unless otherwise noted in the description below the bid packet may be obtained from <https://dallascityhall.bonfirehub.com>.

Submittals will not be accepted after the due date/time and hard copy submittals are not permissible.

Receipt and Opening of Bids

The City of Dallas Department of Aviation invites bids online via the City's Bonfire website. All blanks must be appropriately filled in. All required documents will be listed in the solicitation. Any bid received after the date and time specified shall not be considered.

Bid Package Review – Before signing and sealing your bid, please take note of the following. Failure to perform any one of these actions may cause your bid to be rejected:

- a) Bidder's must include a Letter of Interest. This letter must contain the Legal Name of the firm, date of firm formation, date of opening primary home office, and, if applicable, any branch and local offices, the contact person with phone number, fax number, and email address, an alternate contact person with phone number, fax number, and email address, current address of office(s), and identify the office that will be providing services.
- b) Cover sheet with the Solicitation Name and Number, Name of the Contractor, Contractor's address, and Contact Name and Contact Information. The submittal must be organized in order of the Bidder's Check List. The Bidder's Check List should be completed and included directly behind the cover sheet in the bid response packet.
- c) Contractor Qualifications – When applicable to the specifications, please ensure that all certifications, licensing or other requested qualifications verification forms or information necessary to validate the prime or subcontractor's qualifications to provide products or services are included in the bid package.
- d) Read/Confirm Intent to Comply – Contractor has read all Contract Forms, Special Provisions, General Provisions, Technical Provisions, Plans and all other material provided in the Request for Bid and confirms their intent to comply with all stated provisions.
- e) Proofreading – Contractor has proofread all documents to ensure all information provided by the Contractor is accurate and responsive to the solicitation specifications. The City is not responsible for errors made by the Contractor.

SUPPLEMENTAL INSTRUCTIONS & INFORMATION TO BIDDERS

- f) Accuracy – Contractor has reviewed and confirmed all mathematical and numerical entries to ensure accuracy and commitment to honor pricing as submitted. The City is not responsible for errors made by the Contractor.
- g) Insurance Compliance – Contractor has contacted insurance agent or representative to verify its ability to meet the stated insurance requirements and, if awarded a contract, that it will meet the insurance requirements as detailed in Contract Requirements Section- Insurance Requirements.
- h) Bid Security – Bidder shall submit a Bid Bond with submission. This form is available in the Bid Document Files in Bonfire

Business Enterprise HUB - Developing Regional & Inclusive Vendor Enterprises (DRIVE) Policy

It is the policy of the City of Dallas to involve certified small business enterprises (SBEs) to the greatest extent feasible in the City's contracting opportunities.

The City further seeks to encourage the growth and development of SBEs, promoting local economic growth and increased competition. In alignment with this

commitment the City has adopted the Developing Regional & Inclusive Vendor Enterprises (DRIVE) Policy for City of Dallas contracts.

The SBE participation goal for this contract is 30.19%

As a prerequisite for City Council award, the contractor must demonstrate and document its good faith effort (GFE) to meet the established participation goal. Any apparent low bidder who fails to adequately document GFE or meet the participation goal may be denied award of the contract by the City based on the contractor's failure to be "responsive" and/or "responsible."

Equal Employment Opportunity/Nondiscrimination

The selected bidder shall not discriminate against any employee or applicant for employment because of race, age, color, national origin, religion, marital status,

sex, sexual orientation, military or veteran status, political opinions or affiliations, genetic characteristics, or disability, consistent with applicable laws. The

selected bidder shall prohibit discrimination regarding, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or

recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. The selected

bidder shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12301-12233, as amended. The selected bidder

agrees to post in conspicuous places, available to employees and applicants, notices setting forth the provisions of this nondiscrimination clause.

CITY OF DALLAS

BONFIRE REGISTRATION & NEW VENDORS

Existing Vendors submitting proposals to the City of Dallas must be registered on the City's solicitation website, **Bonfire**.

New Vendors - If your company is not registered, you must do so at the following address:

<https://dallascityhall.bonfirehub.com>

You will receive immediate written confirmation via e-mail.

REGISTER AS A CITY OF DALLAS VENDOR TODAY!

The Office of Procurement Services provides excellent customer service with strategic and sustainable purchasing, increasing competition, transparency and equity in all procurement for goods and services.

- 1 Visit dallascityhall.bonfirehub.com
- 2 Click on Register and New Vendor Registration
- 3 Complete the information and click Create Account
- 4 Click Send account confirmation email
- 5 Go to email and confirm account
- 6 Vendor registration information page opens automatically
- 7 Click Continue to Commodity Codes to proceed to the next step
- 8 Search by code, keyword or scroll through code to find the code relevant to your business
- 9 Click + add to the commodity code to your profile (+ turns grey once selected)
- 10 Once you have added all the applicable codes, click Continue to Registration Complete

Success! You have registered as a vendor. Continue to Bonfire to search for solicitations specific to your profile information.

¡REGÍSTRATE COMO PROVEEDOR CON LA CIUDAD DE DALLAS HOY!

La Oficina de Compras y Servicios para Negocios proporciona un excelente servicio al cliente con adquisiciones estratégicas y sostenibles, aumentando la competencia, transparencia y equidad en la compra de bienes y servicios.

- 1 Visita dallascityhall.bonfirehub.com
- 2 Haz clic en Register y New Vendor Registration
- 3 Completa la información y haz clic en Create Account
- 4 Haz clic en Send account confirmation email
- 5 Revisa tu correo y confirma tu cuenta
- 6 La página Vendor registration information abre automáticamente
- 7 Haz clic en Continue to Commodity Codes para proceder al siguiente paso
- 8 Busca por código, palabra clave o ve los códigos para encontrar el código relevante a tu negocio
- 9 Haz clic + add para agregar el código del producto a tu perfil (+ se vuelve gris una vez seleccionado)
- 10 Una vez hayas agregado todos los códigos que aplican, haz clic en Continue to Registration Complete

¡Lo lograste! Te has registrado como proveedor. Continúa en Bonfire para buscar solicitudes específicas a tu información de perfil.

For assistance, please contact the



Office of Procurement Services at 214-670-3326

Insurance Requirements

SECTION A.

CONTRACTOR shall procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to CITY. The insurance shall be evidenced by delivery to the CITY, at the address shown in **SECTION C (a)**, certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. The CITY shall be named as an additional insured by endorsement to the policy and thus will be entitled to notice of cancellation of the policy in accordance with Section 1811 of the Texas Insurance Code. Upon request, the CITY shall be entitled to receive without expense, copies of the policies and all endorsements. CITY HAS NO DUTY TO PAY CONTRACTOR UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

SECTION B.

The CITY reserves the right to review the insurance requirements of this section during the effective period of the services or work performed by CONTRACTOR and to modify insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions or other relevant factors. The CONTRACTOR shall acquire and ensure execution of requests for deletions, revisions or modifications of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either CITY or CONTRACTOR).

SECTION C. REQUIRED PROVISIONS

The CONTRACTOR agrees, with respect to the required insurance as documented below, all certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a) The certificate of insurance or policy and endorsements shall be evidenced by delivery to:
 - (i) Aviation, Attention: Kendra Nichols, 7555 Lemmon Ave, Dallas, Texas 75209 and
 - (ii) Director, Office of Risk Management, 1500 Marilla, 6A-South, Dallas, Texas 75201.
- b) All certificates of insurance shall identify the service or product being provided, by including the bid number and contract or solicitation name.
- c) All certificates of insurance shall name the City of Dallas as the Certificate Holder.

SECTION D. INSURANCE COVERAGE REQUIRED

Subject to CONTRACTOR'S right to maintain reasonable deductibles, CONTRACTOR shall obtain and maintain in full force and effect for the duration of its engagement with the CITY and any extension hereof, at CONTRACTOR'S sole expense, insurance coverage in the following type(s) and amounts:

Insurance Requirements

1. WORKERS' COMPENSATION and EMPLOYERS' LIABILITY

Workers' Compensation within the regulations of the Texas Workers' Compensation Act. The minimum policy limits for **Employers Liability** are:

- Bodily Injury by Accident: \$500,000 Each Accident
- Bodily Injury by Disease: \$500,000 Each Employee
- Bodily Injury by Disease: \$500,000 Policy Limit

The policy shall include:

- a) An endorsement to waive subrogation in favor of the City of Dallas, its officers, employees and elected representatives, for bodily injury (including death) or any other loss.
- b) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.

NOTES:

- i. If CONTRACTOR will not be providing services under the contract at a City facility, has no employees and/or is operating as a sole owner and single operator, CONTRACTOR shall provide a signed letter, with the current date, on official letterhead stating such to meet the requirement.
- ii. If CONTRACTOR is a non-subscriber or is self-insured, CONTRACTOR shall provide a copy of its Certificate of Authority to Self-Insure from the Texas Department of Insurance, Division of Workers' Compensation Self Insurance Regulation Program, evidence of alternative coverage and internal safety and injury coverage policies and procedures.

2. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined single limit for bodily injury (including death) and property damage limit of \$ 500,000 per occurrence.

The policy shall include

- a) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive of subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- d) Provide that CONTRACTOR'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.

Insurance Requirements

NOTE:

- i. If CONTRACTOR has no owned, hired and non-owned autos or vehicles and/or no autos or vehicles will not be used in the performance of services under the contract, CONTRACTOR shall provide a letter on official letterhead stating such to meet the requirement for owned autos.

3. COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, \$2,000,000 products/completed operations aggregate, \$2,000,000 general aggregate.

The policy shall include:

- a) An endorsement naming the City of Dallas and its officers, employees and elected representatives as additional insureds.
- b) An endorsement to waive subrogation in favor of the City of Dallas, its officers and employees, for bodily injury (including death), property damage or any other loss.
- c) An endorsement to provide thirty (30) days prior written notice in the event of cancellation to the address as shown in Section C, a (i) and (ii), or in accordance with Section 1811.155 of the Texas Insurance Code, Notice of Cancellation in accordance with the Notice of Insured in the policy for cancellation due to non-payment of premium.
- d) Provide that CONTRACTOR'S insurance is primary insurance as respects the CITY, its officers, employees and elected representatives.
- e) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by the City. Coverage, including any renewals, shall have the same retroactive date as the original policy.

SECTION E. SELF-INSURED RETENTION (SIR)

Contractor may satisfy all or part of the insurance requirements under the Contract by means of self-insurance so long as:

- (a) the SIR is permitted under all laws applicable to Contractor at the time Contractor submits its bid or proposal;
- (b) Contractor maintains a net worth (as shown by its financial statements audited in accordance with generally accepted accounting principles) of not less than One Hundred Million Dollars (\$100,000,000);
- (c) if the Contractor is using their balance sheet to back the SIR, the SIR cannot exceed 10% of their net worth;
- (d) Contractor, not less than annually, provides the City an audited financial

Insurance Requirements

statement, prepared by an independent certified public accountant in accordance with generally accepted accounting principles consistently applied, showing the net worth requirements outlined herein; and

(e) the SIR provides for loss reserves that are actuarially derived in accordance with accepted standards of the insurance industry and accrued (i.e., charged against earnings) or otherwise funded.

Any self-insured exposure shall be deemed to be an insured risk under the Contract. The beneficiaries of such insurance shall be afforded no less insurance protection than if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder (including, without limitation, the protection of a legal defense, by attorneys reasonably acceptable to beneficiaries, and the payment of claims within the same time period that a third party insurance carrier of the quality and caliber otherwise required hereunder would have paid such claims).

The waiver of subrogation provided for hereunder shall be applicable to any self-insured exposure. All SIRs must be acceptable to and approved in writing by the City prior to implementation and the insurance required under the Contract must be maintained in excess of such SIRs. Any and all deductibles and/or SIRs for the insurance policies described in this Exhibit shall be assumed by and for the account of Contractor or any Contractor's subcontractors, as applicable, at its sole risk and expense.

SECTION F. SUBCONTRACTING LIABILITY

(1) Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall require each Subcontractor performing work under the contract, at the Subcontractor's own expense, to maintain during the engagement with the CITY, types and limits of insurance that are appropriate for the work being performed, comply with all applicable laws and are consistent with industry standards. The Subcontractor's liability insurance shall name CONTRACTOR as an additional insured.

(2) CONTRACTOR shall obtain and monitor the certificates of insurance from each Subcontractor. CONTRACTOR must retain the certificates of insurance for the duration of the contract and shall have the responsibility of enforcing insurance requirements among its subcontractors. The CITY shall be entitled, upon request and without expense, to receive copies of these certificates.

SECTION G. CONTRACTOR LIABILITY

Approval, disapproval or failure to act by the CITY regarding any insurance supplied by CONTRACTOR or its subcontractors shall not relieve CONTRACTOR of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate CONTRACTOR from liability.

Insurance Requirements

SECTION H. INDEMNITY

CONTRACTOR agrees to defend, indemnify and hold the CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR'S breach of any of the terms or provisions of its engagement with the CITY, or by any negligent or strictly liable act or omission of CONTRACTOR, its officers, agents, employees, or subcontractors, in CONTRACTOR'S performance under its engagement with the CITY; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of the CITY, its officers, agents or employees and in the event of joint and concurrent negligence or fault of CONTRACTOR and the CITY, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the CITY under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

CONTRACTOR (COMPANY NAME): _____

BY: _____
Signature of Authorized Representative

NAME: _____
Name of Authorized Representative (please print)

DATE: _____