



DALLAS/FORT WORTH
INTERNATIONAL AIRPORT

REQUEST FOR BID

Solicitation No. 7005237

TONER CARTRIDGES

**Bid Opening and Deadline for Bid Submittal:
December 9, 2009 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:

Wanda Suarez-Marrero

Contract Administrator

wsuarez@dfwairport.com

972-973-5601 (fax)

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

Dallas, TX 75261-9428

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: _____

Bid / Proposal Name: _____

Due Date and Time: _____

Company Name: _____

Contact Name: _____

Company Address: _____

Telephone Number: _____

NO BID/PROPOSAL INFORMATION FORM

SOLICITATION NO. 7005237

SOLICITATION TITLE: TONER CARTRIDGES

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

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

Please check all that apply:

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

Company Name:

Authorized Officer or Agent:

Telephone: _____ FAX Number: _____

or

Email: _____

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BID INSTRUCTIONS AND REQUIREMENTS

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

1 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.

2 PRE-BID CONFERENCE

- 2.1 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.
- 2.2 Bidders that do not attend may be required to provide additional information or documentation to validate that they fully understand the Board's requirements.
- 2.3 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.

3 ADDENDA

- 3.1 The Board may, at its sole discretion, elect to issue changes or clarifications to the Bid Solicitation. The Board will issue changes or clarifications in the form of a written addendum. Written addenda shall be the ONLY FORM of amendment to the Solicitation. Other written information or verbal communications, including but not limited to discussion in a Pre-Bid conference, shall not constitute a change to the requirements of the Solicitation. Addenda, if issued, will be mailed, faxed, and/or emailed to all known prospective Bidders and posted on the Board's website (www.dfwairport.com) prior to the date and time of the Public Bid Opening.
- 3.2 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 DISADVANTAGED / MINORITY / WOMEN BUSINESS ENTERPRISES (DMWBE)

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

5 BID PREPARATION

- 5.1 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.

5.1.1 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%."

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

5.3 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.

5.4 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.

5.5 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.

5.6 Acceptance of Specification Requirements: The Board will presume that the product or service offered complies with each requirement of the specifications unless indicated otherwise. If the product or service offered is different than specified, 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.

5.7 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.

- 5.7.1 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.
- 5.7.2 Bidders must submit with their Bid, complete manufacturer's descriptive literature and identification of the product being offered.
- 5.7.3 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.
- 5.7.4 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.
- 5.8 Alternate Bids: Alternate bids will be considered only if the Bidder submits a separate bid based on the specifications provided in this Solicitation. Alternate bids must be clearly labeled as such. All alternate bids must detail any product, service or performance modifications proposed in the alternate bid. The Board reserves the sole right to accept or reject an alternate bid.
- 5.9 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 SUBMITTAL OF BIDS

- 6.1 **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.**
 - 6.1.1 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.
- 6.2 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.

7 PUBLIC BID OPENING / EVALUATION OF BIDS

- 7.1 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.
- 7.2 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.

- 7.3 Bid tabulations will be placed on the Board's website after Airport Board approval of award.
- 7.4 Bids submitted shall be final and are not negotiable; therefore, Bidder must provide their best and final pricing in their bid response.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 In the event of a tie bid, where bid price, responsiveness, responsibility and all other factors are equal, as solely determined by the Board, the Tie Bidders will be notified and invited to attend a meeting where the tie will be broken by drawing lots.

8 BID AWARD

If a Contract is awarded as a result of this Solicitation, it will be made by the Board to the lowest responsive and responsible Bidder(s) meeting the requirements of the Board, and will be made within ninety (90) days after the opening of the bid. The Board reserves the right to make multiple awards if deemed in its best interest to do so.

9 CONTRACT WITH THE BOARD

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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.

10 DETERMINATION OF NON-RESPONSIBLE BIDDER

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

- 10.1 Reason for believing collusion exists among the Bidders.
- 10.2 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.
- 10.3 The Bidder being in arrears on any existing Contract or having defaulted on a previous Contract.
- 10.4 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.
- 10.5 Uncompleted work that, in the judgment of the Board, will prevent or hinder the prompt completion of additional work if awarded.
- 10.6 Where the Bidder, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.
- 10.7 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.
- 10.8 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.

11 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.

- 11.1 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.
- 11.2 Bid received after the time limit for receiving bids.
- 11.3 Bid was not signed.
- 11.4 Unbalanced value of any items.
- 11.5 Improper or insufficient bid guaranty, if required.
- 11.6 Bid did not meet specifications.
- 11.7 Bid did not contain all requested/required documents, submittals and /or samples.

12 REJECTION OF BIDS

- 12.1 The Board will automatically reject any Bid that is submitted after the Deadline for Bid Submittal, and return it unopened.
- 12.2 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.

13 WITHDRAWING BIDS

Bids submitted to the Board cannot be withdrawn prior to the Deadline for Bid Submittal. Request for non-consideration of bids must be made in writing to the Vice President of Procurement and Materials Management and received by the Board prior to the Deadline for Bid Submittal. After other bids are opened and publicly read, a bid for which non-consideration is properly requested may be returned unopened. A bid may not be withdrawn after the bids have been opened, and the 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 and accurate and free of mistakes and that such bid will not and cannot be withdrawn because of any mistake committed by the Bidder.

END OF BID INSTRUCTIONS AND REQUIREMENTS

SPECIFICATIONS / SCOPE OF WORK

1 GENERAL OVERVIEW

- 1.1 In order to meet the everyday demands of its operations, each department throughout the DFW International Airport (Board) maintains a stock of toner cartridges for a variety of laser printers and facsimile machines.
- 1.2 This Contract, if a Contract is awarded, will provide on demand desktop delivery of toner cartridges to approximately fifty (50) different locations throughout the DFW International Airport property. The Board reserves the right to add more locations at any time during the term of this Contract. A list of desktop delivery locations and departments will be provided at the time of Contract award.
- 1.3 It is understood that the items furnished under this Contract will be ordered on an “as-needed” basis. The quantities that will be required cannot be predetermined due to the need of the items being contingent upon factors beyond the Board’s control. The quantities shown on the Bid Price List section of this Solicitation are estimated quantities and are based on the immediate past year’s requirements (12-months). Said quantities will be utilized for bid price comparison to establish the lowest bidder and to establish the not to exceed dollar amount for the initial term of the Contract. The Board reserves the right to order whatever quantities are needed to meet its requirement, and it is not obligated to order the quantities established herein or order minimum quantities
- 1.4 To be considered responsive, Bidder **must provide pricing for all line items listed under the Bid Price List section of this Solicitation for original equipment manufacturer (OEM) toners, as well as for toner cartridges that are OEM compatible or have been remanufactured.** Partial bids will be considered non-responsive.
- 1.5 The Board reserves the right to purchase OEM toner cartridges, remanufactured, or OEM compatible, as it may deem to be in the Board’s best interest.
- 1.6 The Board reserves the right to order other items of the same nature not listed under this Solicitation. In order to be considered responsive, Bidder must provide as part of their bid response a percentage discount or percentage mark-up of price list for such items by manufacturer as listed on the Bid Pricing section of this Solicitation.
- 1.7 Bid prices as stated by the Bidder on the Bid Price List section of this Solicitation, must be firm-fixed for the initial term of the Contract and shall represent the total cost to the Board for that item, inclusive of all costs such as desktop delivery transportation, fuel charges, freight charges, supervision, employee salaries and benefits, and Contractor’s overhead and profit.
- 1.8 The Airport Board intends to award a Contract to a single responsive/responsible Bidder.

2 SPECIFICATIONS / SCOPE OF WORK

- 2.1 Requirements for Proposed Original Equipment Manufacturer Toner Cartridges
 - 2.1.1 Proposed new OEM toners shall be authorized for sale in the U.S. Market.
 - 2.1.2 Proposed new OEM toner cartridges must be OEM only, not compatible for this category.
- 2.2 Requirements for Proposed Remanufactured or OEM Compatible Toner Cartridges
 - 2.2.1 Proposed remanufactured or OEM compatible toner cartridges shall adhere to specifications that are equal to or exceed OEM toner cartridge specifications or approved remanufactured toner cartridge industry standards established by the Standardized Test Methods Committee (STMC), or the latest guidelines adopted by ASTM International for remanufactured or OEM compatible

toner cartridges.

- 2.2.2 Bidder shall employ a minimum of one individual who has completed the most current STMC certification training. This includes the standardized testing certification for ASTM F1856-98, ASTM F2036, ANSI IT2. 17-95, and ISTA 1A Version-99.
- 2.3 Quality control requirements for remanufactured or OEM compatible toner cartridges shall include, but not be limited to:
 - 2.3.1 Assessment to determine if the cartridge can be remanufactured and a reliable method to measure reusability of parts.
 - 2.3.2 Complete disassembly of cartridge to thoroughly clean and check all internal and external components against the original manufacturer's specifications. Worn, damaged or end of life cycle components shall be replaced.
 - 2.3.3 Replacement of original OEM drums with a new organic photoconductor (OPC). If the returned cartridge is equipment with an after-marked drum, Successful Bidder shall inspect it, clean it, and reuse or replace it with a new photoconductor drum.
 - 2.3.4 Replacement of all seals with an OEM-type shipping seal or pressure sensitive seal. Seal shall withstand the International Safety Transportation Association 1A drop test.
 - 2.3.5 Replacement of the primary charger roller (PCR) with a re-coated or new PCR.
 - 2.3.6 Reuse of qualified wiper blades allowable, up to a maximum of ten cycles before replacement.
 - 2.3.7 Replacement of or resetting smart chip shall be provided on cartridges using this technology.
 - 2.3.8 Filling all cartridges with new toner meeting or exceeding OEM toner performance for yield, density and fixing.
 - 2.3.9 Replacement or chemically cleaning the corona wire assembly (where applicable).
 - 2.3.10 Provide with each cartridge one fuser wand (where applicable) with high temperature resistant felt wiper and one cotton swab.
 - 2.3.11 Other components may be replaced at different intervals, based upon component part or longevity standards.
- 2.4 Successful Bidder shall provide the Board with one-on-one customer support service.
- 2.5 Inspection and Testing
 - 2.5.1 Successful Bidder shall perform random internal audits to ensure product quality, reliability and toner cartridge yields. A trained quality advisor shall inspect all components parts before assembly and test the finished product to ensure the best quality and performance. Inspection and testing shall include:
 - A post-test print sample (Successful Bidder shall have test printers on site for each cartridge type).
 - A hard crease test (image separation shall be minimal).
 - Verification that the cartridge is not leaking and has not produced any adverse affects on the printer.
 - Remanufactured or OEM compatible toner cartridges refilled or recharged using the "drill

and fill” method will not be accepted and will be considered non-responsive.

- 2.6 In the event a toner cartridge listed under this Solicitation becomes obsolete or discontinued during the Bid Solicitation Process, Bidder shall propose a suitable original equipment manufactured (OEM) replacement. Replacements for OEM toners shall not be approved prior to bid opening, other than those already identified in the specifications. The Board will evaluate replacement part(s) offered after the bid opening. Refer to Bid Instructions, Section 5.6. for more information.
- 2.7 In the event that a part becomes obsolete or discontinued after award of a Contract, Successful Bidder shall offer the Board a replacement for evaluation and approval. Replacements delivered without prior approval by the Board will be rejected at Successful Bidder’s expense.
- 2.8 The Board reserves the sole right to determine if replacement parts are acceptable.
- 2.9 The Bidder shall ensure that it has adequate inventory of specified toner cartridges in sufficient quantities to fulfill the Airport’s demand.
- 2.10 The Board will not be responsible for purchasing Successful Bidder’s inventory at the end of the Contract term.

3 BIDDER RESPONSIBILITIES

3.1 Cartridge Packaging

- 3.1.1 Each toner cartridge shall be packaged in an anti-static moisture proof bag and either heat-sealed or zip locked, meeting or exceeding OEM standards. The cartridge shall then be placed in a protective cradle prior to being packaged in an external carton.
- 3.1.2 The internal protective cradle shall be recyclable, or contain recycled content material.
- 3.1.3 The external carton shall identify cartridge type (make and model). All cartridge boxes shall also bear the assembly date and expiration date for shelf life and inventory purposes.
- 3.1.4 Packaging for the toner cartridges shall be constructed to permit users to re-pack spent cartridges.
- 3.1.5 The external carton and packaging shall be recyclable, reusable, or contain recycled content material.
- 3.1.6 Successful Bidder shall collect empty toner cartridges from the Board’s Central Warehouse every two weeks. The Central Warehouse will coordinate pickup schedule once Contract is established. Collected empty toner cartridges shall be either re-used or recycled; cartridges shall not be disposed in a manner that will result in disposal at a landfill.
- 3.1.7 Every twelve (12) months, the Successful Bidder shall submit to the Board a report disclosing how many collected toner cartridges were re-used and how many were recycled.
- 3.1.8 Concise cartridge installation instructions must be included inside or outside packaging.

3.2 Delivery

- 3.2.1 Successful Bidder shall provide on-demand desktop delivery to the Board’s location/department originating the order within 24 hours after order is placed.
- 3.2.2 Delivery to departments located within the terminals will require Successful Bidder’s personnel to go through an access control badging process and . Refer to Special Provisions, Section 1. for additional information.

3.3 Returns

- 3.3.1 Successful Bidder, at no additional charge to the Board, will pick up cartridges not meeting product's specifications, or found to be defective and replaced within 24 hours after product is returned.
- 3.3.2 Analysis to determine the cause for any defective cartridge must be performed by the Successful Bidder, at no cost to the Board, and results submitted within thirty (30) days after defective toners are returned.
- 3.4 During the term of the Contract, Successful Bidder must be able to provide the Board with periodically reports, as requested, containing, but not limited to the following information:
 - 3.4.1 Department originating order (total, summary and detail)
 - 3.4.2 Item(s) ordered reflecting manufacturer's name, part number, and description of item.
 - 3.4.3 Date of order
 - 3.4.4 Quantities ordered
 - 3.4.5 Contract Price
 - 3.4.6 Grand total of quantities ordered, as well as grand total paid to date.

4 **BID REQUIREMENTS**

- 4.1 Bidder must have access to a local warehouse facility within a 50 miles radius of the Dallas/Fort Worth Airport. Warehouse information must be submitted on Warehouse Information form of this Solicitation. During the process of bid evaluation and during the term of the Contract, the Board's Vice President of Procurement and Materials Management or designee(s) may conduct visual inspection of the Successful Bidder's warehouse premises with emphasis on its inventory of required toner cartridges.
- 4.2 Ability to accept e-payment is desirable.
- 4.3 Bidder must provide electronic summary billing and supporting data (flat file).
- 4.4 Bidder is required to submit summary billing once a month. Refer to "Invoice/Payment", Section 7, for additional Information.
- 4.5 Orders under this Solicitation will be placed online by each individual department. Bidder must have a website with a secure online ordering system capable of performing no less than the following:
 - 4.5.1 A DFW Airport dedicated account page, with access to all toner cartridges listed under this Solicitation, to include, but not limited to the following information:
 - DFW Airport's identification number
 - Description of item
 - Manufacturer's name

- Manufacturer's part number
 - DFW Airport Contract price
- 4.5.2 On-Line shopping cart-ordering system
- 4.5.3 Ability to generate and submit via e-mail or facsimile order confirmation including, but not limited to:
- Description of each item ordered (including manufacturer's name)
 - Quantity
 - Price per each
 - Total price
 - Name of the employee originating order
 - Department name and string number (provided to the successful bidder)
 - Delivery Address
 - Date order was placed, including order number
- 4.6 To establish audit controls, on-line system must have the capability to restrict items not included in the contract and to forward, via e-mail, orders exceeding the authorized amount threshold to a pre-established higher approval authority before order is processed.
- 4.7 Prior to award of a Contract, and upon request, Successful Bidder must provide demonstration of its on-line system capabilities to the Board prior to Contract Award. The Board reserved the right to determine if the on-line ordering system complies with specifications and meets the Board's requirements.

5 REQUIRED DOCUMENTATION

- 5.1 Bidder must submit with its proposal such documentation as necessary to attest to their capabilities and qualifications to perform the work included in a competent and expeditious manner, as requested on the Customer Reference Form section of this Solicitation. Such a documentation shall consist of no less than:
- 5.1.1 Number of years bidding firm has been active in this type of work
- 5.1.2 List of at least four (4) companies for whom similar work has been performed, including the name, title, and telephone number of a responsible person of each company who can and will discuss the aspects and results of the work performed.
- 5.1.3 STMC Training Certification. Refer to Specifications/Scope of Work, Section 2, Paragraph 2.2.2.
- 5.2 Manufacturer Safety Data Sheet (MSDS) for each product
- 5.3 Product Technical Data Sheets for all remanufactured or OEM compatible toner cartridges proposed.
- 5.4 Bidder shall submit, for each toner proposed under this Solicitation (OEM, refurbished, or OEM compatible), recycled content information as follows:
- 5.4.1 Identify percentage of recycled content

5.4.2 Identify if product is recyclable or reusable

5.5 Proposed toners containing no recycling materials shall also be identified.

5.6 Refer to forms provided under Section 9 and Section 10 of this Solicitation.

6 DELIVERY

6.1 Desktop delivery within twenty-four (24) hours after order is placed.

6.2 All orders shall be delivered to the department originating order between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding Board's observed holidays.

7 INVOICE/PAYMENT

7.1 Successful Bidder must submit to the Procurement and Materials Management Department one invoice per month for items ordered and delivered the previous month (e.g. March invoices will be submitted for payment the first week of February). Summary invoice shall include the following information as part as the invoice heading:

- Summary Invoice Number
- Date of the billing cycle period
- Contract Number

7.2 Under each subheading, summary invoice will be broken into sections for each department originating orders. Each department order summary will include the following information per line item:

- Name of department originating order
- Department/Section number (provided to successful Bidder at a later time)
- Name of the employee originating order
- Date order was originated
- Item Description
- DFW Item number
- Manufacturer's Name
- Manufacturer's part number
- Quantity ordered
- Price per each
- Extended Price
- Grand total for all items ordered

7.3 The Successful Bidder must attach to the summary invoice, copies of delivery tickets for each transaction listed on the summary invoice. A DFW Airport employee from the department that originated the order must sign each delivery ticket at the time of delivery. Delivery ticket must include:

- Name of department originating order
- Department/Section number (provided to successful Bidder at a later time)
- Name of the employee originating order
- Date order was originated
- Item Description
- Manufacturer's Name
- Manufacturer's part number.
- Quantity ordered

7.4 Please refer to Attachment A for a sample of a Summary Invoice.

8 WARRANTY

8.1 Standard one-year manufacturer warranty for all OEM toner cartridges listed under this Solicitation.

8.2 Successful Bidder shall warrant remanufactured or OEM compatible toner cartridges against defects in material and workmanship for a minimum of one year from the assembly date.

8.3 In the event it can be proved that a remanufactured or OEM compatible toner cartridge causes damage to the Board's equipment, the Successful Bidder shall provide one or a combination of the following:

8.3.1 A competent factory-trained authorized service technician to repair printer meeting no less than the minimum requirements:

- Be certified to perform repairs on Hewlett-Packard, Lexmark, Cannon, or other designated printer manufacturer's equipment.
- Be on site no later than the next business day after notification. Provide service between normal business hours of 8:00 a.m. through 4:00 p.m., Monday through Friday, with the exception of DFW Airport observed holidays.
- Resolve the problem within two business days or otherwise inform the Board's personnel.

8.3.2 In the event the remanufactured or OEM compatible toner cartridge burst inside the printer while in operation not causing any damage to the equipment, Successful Bidder must provide authorized technician to provide equipment cleaning.

8.3.3 If equipment cannot be repaired, Successful Bidder will provide a replacement meeting or exceeding the same characteristics and value of damaged equipment.

9 BID EVALUATION

- 9.1 It is the intent of the Board to award one Contract to the responsive/responsible Bidder that offers the lowest overall cost meeting the specifications and requirements identified herein. Said determination will be made in the Board's best interest, and shall be considered final. Evaluation of bids shall include, but not be limited to the following:
- 9.1.1 Compliance with specifications; including completeness and submittal of all required bid response and forms.
- 9.1.2 Price

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, as well as parking permit process.
- 1.2 All badge and parking fees will be charged in accordance with the DFW Airport Schedule of Charges, which can be found at <http://www.dfwairport.com/about/financials.php> in the section titled "Other Charges".
- 1.3 U. S. DEPARTMENT OF HOMELAND SECURITY-CUSTOMS AND BORDER PROTECTION SECURITY ACCESS CLEARANCE. If your job responsibilities that require you to access a federal inspection services area, aircraft deplaning and ramp area, or other restricted areas designated by the port director, additional clearance is required by Customs and Border Protection (CBP). You will need to complete CBP Form 3078, 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.
- 1.4 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.
- 1.5 SECURITY TRAINING. Applicants applying for a 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.
- 1.6 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 CONTRACT TERM

- 2.1 This Contract, if awarded, shall be for an initial one-year period commencing as of the date specified in the Notice to Proceed letter, to be issued by the Board's Vice President of Procurement and Materials Management Department, unless renewed under the provisions below.
- 2.2 This Contract, as executed, shall include the options to renew for four (4) additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Board's discretion.
- 2.3 In recognition of the potential for fluctuations of the Contractor's costs for the years subsequent to the initial contract period, a price adjustment for each succeeding year may be requested subject to the following considerations:
 - 2.3.1 Such adjustment is solely for the purpose of accommodating an increase in the Contractor's cost,

not profits;

- 2.3.2 Request for same must be made in writing and supported by acceptable documentation of the cost increase. Any such request shall be submitted for approval to the Board's Vice President of Procurement and Materials Management no less than 90 days prior to the end of the then current Contract period.
- 2.3.3 The percentage change between the prevailing rate and the requested rate does not exceed the percentage change between the Producer Price Index (PPI), for Printing Ink Manufacturing, Primary Products, Base Data 19846, that was in effect at the beginning of the existing Contract period and the one in effect at time of request for rate increase.
- 2.4 Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.

3 INSURANCE PROVISIONS

3.1 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.

3.2 GENERAL REQUIREMENTS

- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 All policies 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"
- 3.2.4 All policies shall waive the insurer's right of recovery or subrogation against the Board and the Cities.
- 3.2.5 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.

- 3.2.6 All policies must be primary with respect to coverage provided for the Board.
- 3.2.7 All policies must be non-contributory with other coverage or self-insurance available to the Board.

3.3 REQUIRED COVERAGE AND LIMITS

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

3.3.1.1. 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.

3.3.1.2. 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 hereto as Exhibit .

3.3.2 **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

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

3.3.2.2. 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.

3.3.2.3. 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.

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

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

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

3.3.2.7. 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.

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

- 3.3.2.9. All liability policies must cover cross-suits between insureds.
- 3.3.2.10. 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.
- 3.3.2.11. If the contractor's operations involve any construction, no liability policy shall contain exclusions for hazards of explosion ("X"), collapse ("C") or underground ("U").
- 3.3.2.12. If the contractor's operations involve any construction, reconstruction, repair or similar work, no liability policy may contain any exclusion for such work.

3.3.3 Business Automobile Liability
Combined Single Limit for Each Accident..... \$500,000

- 3.3.3.1. 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.
- 3.3.3.2. Auto pollution liability coverage is required on vehicles hauling hazardous cargo up to the limit required to comply with TXDOT filings.
- 3.3.3.3. 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.

3.4 ADDITIONAL COVERAGE AND LIMITS

3.4.1 Excess / Umbrella Liability – Provide applicable coverage
Air Operations Area
(When work is required within air operations area)..... \$0
Secure/Sterile Side Operations
(When work is required within secure side of terminal, but
outside air operations area)..... \$0

- 3.4.1.1. Coverage must apply in excess of all required primary Liability insurance, and must be at least as broad as the underlying Liability insurance.
- 3.4.1.2. This coverage limit may be satisfied by adding the amounts of CGL and Excess/Umbrella Liability to arrive at a total of \$0. The same would be applicable for Business Auto Liability and Excess/Umbrella Liability to arrive at a total of \$0.

3.4.2 Professional Liability Insurance..... \$0

- 3.4.2.1. Your policy must cover the type of professional service you will provide in fulfilling your contract with the Board.
- 3.4.2.2. If the Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor's first professional service to the Board.

3.4.3 Pollution Liability Insurance..... \$0

- 3.4.3.1. If you have any exposure to asbestos, lead, mold, (including any work that 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.
- 3.4.3.2. 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.

3.5 ADDITIONAL REQUIREMENTS

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 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.
- 3.5.5 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).
- 3.5.6 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.
- 3.5.7 If you sell or serve alcohol or alcoholic beverages, you must carry \$3,000,000 Liquor Legal Liability, not limited to 'host liquor' coverage.
- 3.5.8 If your work involves administration of Airport Funds, you must furnish a Third Party Fidelity Bond, which must remain in effect for the term of the contract, as modified and/or extended. The Board shall be named as "Loss Payee".
- 3.5.9 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.
 - 3.5.9.1. The General Contractor shall verify that such Subcontractors are in compliance with all contractual insurance requirements.
 - 3.5.9.2. The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.
 - 3.5.9.3. Access to the Air Operations Area will not be granted without verification of insurance coverage as required.

3.6 CERTIFICATION OF INSURANCE

- 3.6.1 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 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).

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

3.6.3 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.

3.6.4 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.

3.6.5 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).

3.6.6 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 that through the warranty period of our contract.

3.6.7 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.

3.6.8 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.

3.6.9 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.

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 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 practices 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 examination 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 the Board or its Authorized Representative.
- 2.2 The Contractor's, subcontractor's and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Board, its agents and Authorized Representatives. The Contractor shall provide the Board with retrievals of computer-based records or transactions that the Board determines to be necessary to conduct the audit. There shall be no charge to the Board for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transactions stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrievals 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 final settlement. Records that relate to appeals or litigation or settlement of claims arising out of the performance of this Contract shall be made available for a period of three (3) years from the date of 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 payee's 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 discloses overcharges (of any nature), by the 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 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.

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:

- Neglect of duty
- Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting
- Theft, vandalism, immoral conduct or any other criminal action
- Selling, consuming possessing or being under the influence of intoxicants, alcohol, or illegal substances that produce similar effects while on duty
- Possession of a weapon on Airport property
- Organizing or participating in any form of gambling
- Misuse of equipment, computers or internet access

4.3 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.

4.4 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.

4.5 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 or in Contract time as a result of authorizing a change in methods or equipment under this subsection.

5 CODE OF BUSINESS ETHICS

- 5.1 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/procurement/index.php.
- 5.2 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.
- 5.3 Any questions related to the interpretation of this Section shall be directed to the Airport Board's General Counsel.
- 5.4 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.

6 COMPLIANCE WITH LAWS

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

7 CONFIDENTIAL OR PROPRIETARY INFORMATION

Any portion of the Contractor's Bid that is marked confidential or proprietary, or clearly states contains trade secrets of the Contractor may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law. If access is requested to information in the Contractor's Bid so marked, the 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.

8 CONTRACT

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.

- Solicitation Specifications / Scope of Work
- Special Provisions
- General Terms and Conditions
- Contractor's Bid / Proposal

9 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

- 9.1 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.
- 9.2 In addition, at its own expense, the Contractor shall:
 - 9.2.1 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.
 - 9.2.2 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.
 - 9.2.3 Provide competent supervisors and workmen;
 - 9.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;
 - 9.2.5 Perform the Work without unnecessarily interfering with Board operations;
 - 9.2.6 Provide all vehicles and tools as necessary for its use; and
 - 9.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

10 DELIVERIES OF PRODUCT(S)

- 10.1 Delivery date is an important factor to the Board and may be required to be a part of each bid. The Board considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the Board at the specified delivery location.
- 10.2 All product(s) covered by this bid shall be delivered F.O.B. Destination DFW Airport, from point of assembly to the Dallas/Fort Worth area by railway freight or conveyed by truck or airfreight. The Board shall not be liable for any deliveries unless same has been received at the specified delivery location within the Dallas/Fort Worth International Airport, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Bidder until after the Board completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Bidder.
- 10.3 Delivery will be made only upon authorization of the Board's Technical Representative or Board's Vice President of PMM or designee, and shall be made if, as, and when required and ordered by the Board, at such intervals as directed.
- 10.4 Bidder warrants that all deliveries made under the Contract will be of the type and quality specified; and the Board's Vice President of PMM may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The Board shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.
- 10.5 Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Board's Vice President of PMM to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the Board over and above the bid price.

- 10.6 All materials delivered if required 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.
- 10.7 Acceptance by the Board of any delivery shall not relieve the Contractor 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.

11 DELIVERY LOCATION

- 11.1 Unless otherwise directed by the specifications, order, or the Board's Technical Representative, the products to be furnished under this Contract shall be delivered to:

Dallas/Fort Worth International Airport Board
Procurement and Materials Management Department
3122 East 30th Street (Carbon Road)
DFW Airport, Texas 75261

- 11.2 Successful Bidder may be required to provide notification of intent to deliver at least twenty-four (24) hours in advance of scheduled delivery. Unless otherwise agreed upon at time of notification, delivery must be accomplished between the hours of 8:00 a.m. and- 4:00 p.m., Monday through Friday (excluding Board-observed holidays).

12 DELIVERY / PERFORMANCE OF SERVICES

- 12.1 **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.**
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 Failure of Contractor to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Contractor in default.
- 12.9 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.

13 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.

14 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.

15 FISCAL YEAR FUNDING

The Board's fiscal year begins October 1 and ends the following September 30. 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.

16 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.

17 INDEMNIFICATION AND HOLD HARMLESS

17.1 **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, INCLUDING WITHOUT LIMITATION ATTORNEY'S 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.

- 17.2 **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.**
- 17.3 **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.**

18 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.

19 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.

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

- 20.1 It is the policy of the Board to remove barriers for Disadvantaged/Minority and Women-Owned Business Enterprises (DMWBEs) to compete and create a level playing field for DMWBEs to participate in Board contracts and related subcontracts.

- 20.2 Additional DMWBE Program requirements, if any, shall be included in the Special Provisions Section of this Contract.
- 20.3 The Contractor specifically agrees to comply with all applicable provisions of the Board's DMWBE Program and any amendments thereto. The Contractor agrees to include all Board DMWBE Program requirements in all subcontracts and to further require all subcontractors to include all DMWBE Program requirements into all sub-subcontracts. All subcontractors at all tiers agree to comply with all applicable provisions of the Board's DMWBE Program.

21 NEW MATERIALS

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

22 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.

23 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.

24 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.

25 PROTECTION AND RESTORATION OF PROPERTY

- 25.1 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.
- 25.2 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.

26 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.

27 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.

28 TAX EXEMPTION STATUS

Purchases by the Airport Board are exempt from sales and use tax under Section 151.309 of the Texas Tax Code (the "Code"). In addition, Contractor purchases of tangible personal property and taxable services for the purpose of reselling them to the Board under this Contract may also be exempt from sales and use tax under Code Section 151.302. Where legally permitted, Contractor shall provide the vendor or supplier with a properly executed resale certificate at the time of purchasing tangible personal property and/or taxable services that are to be resold to the Board under this Contract.

29 TEMPORARY SUSPENSION OF THE WORK

- 29.1 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.
- 29.2 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.
- 29.3 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.

30 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES

In the event of default by the Contractor, the Contractor may be given written notice to cure the default, detailing the nature of the default and the recommended remedy to the default. The Contractor shall have seven (7) days to respond to the notice and should recommend a cure and any associated plan of action. The Contractor shall have thirty (30) days from the date of receipt of the notice 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.

31 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.

32 TERMS OF PAYMENT

- 32.1 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. If no payment term is identified in the Contract, the contractor shall be allowed to invoice once per month and the payment will be made Net 30 days after receipt of a valid invoice. Invoices shall be fully documented in accordance with the specifications.
- 32.2 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.
- 32.3 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.
- 32.4 Upon payment by the Board, Contractor shall pay each subcontractor the appropriate share of the payment no later than the tenth (10th) calendar day after the day on which the Contractor receives payment from the Board.
- 32.5 Unless otherwise directed, invoices shall be submitted to:
- Dallas/Fort Worth International Airport Board
PMM Contract Payables
P. O. Box 619428
Dallas/Fort Worth Airport, Texas 75261-9428

33 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.

34 WARRANTY INFORMATION

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

END OF GENERAL TERMS AND CONDITIONS

BID RESPONSE FORMS

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

FROM: _____
 BIDDING FIRM

1. BID PRICING

The undersigned, as an independent contractor, hereby offers to provide to the Dallas/Fort Worth International Airport Board (Board), at the terms and conditions contained in this Solicitation No. 7005237 and this Bid, the items listed on the Bid Price List section and percentage discount or a percentage markup by manufacturer for items not listed under this solicitation as follows:

SOLICITATION NO. 7005237

Toner Cartridges for Printers and Fax-Machines
 Percentage Discount/Markup
 For Other Items No Listed Under Bid Price List Section of this Solicitation

To be considered responsive the following information must be provided.

OEM Manufacture	Total Percentage Discount OEM Toners	Total Percentage Discount for Remanufactured or OEM Compatible Toners
Brother	SELECT ONE: _____% Percentage Discount From List Price _____% Percentage Markup From Cost	SELECT ONE: _____% Percentage Discount From List Price _____% Percentage Markup From Cost
Cannon	SELECT ONE: _____% Percentage Discount From List Price _____% Percentage Markup From Cost	SELECT ONE: _____% Percentage Discount From List Price _____% Percentage Markup From Cost
Dell	SELECT ONE: _____% Percentage Discount From List Price _____% Percentage Markup From Cost	SELECT ONE: _____% Percentage Discount From List Price _____% Percentage Markup From Cost
Epson	SELECT ONE: _____% Percentage Discount From List Price _____% Percentage Markup From Cost	SELECT ONE: _____% Percentage Discount From List Price _____% Percentage Markup From Cost
Hewlett Packard	SELECT ONE: _____% Percentage Discount From List Price _____% Percentage Markup From Cost	SELECT ONE: _____% Percentage Discount From List Price _____% Percentage Markup From Cost

Lexmark	SELECT ONE: _____ % Percentage Discount From List Price _____ % Percentage Markup From Cost	SELECT ONE: _____ % Percentage Discount From List Price _____ % Percentage Markup From Cost
Okidata	SELECT ONE: _____ % Percentage Discount From List Price _____ % Percentage Markup From Cost	SELECT ONE: _____ % Percentage Discount From List Price _____ % Percentage Markup From Cost
Panasonic	SELECT ONE: _____ % Percentage Discount From List Price _____ % Percentage Markup From Cost	SELECT ONE: _____ % Percentage Discount From List Price _____ % Percentage Markup From Cost
Sharp	SELECT ONE: _____ % Percentage Discount From List Price _____ % Percentage Markup From Cost	SELECT ONE: _____ % Percentage Discount From List Price _____ % Percentage Markup From Cost

PROVIDE INFORMATION BELOW FROM SECTION 8, BID PRICE LIST OF THIS SOLICITATION

Grand Total Bid Amount for OEM Toners \$ _____	Grand Total Bid Amount for Remanufactured or OEM Compatible Toners \$ _____
--	---

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

2. COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL)

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

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

Yes, Agree to Cooperative Purchasing Provision

No, Do Not Agree to Cooperative Purchasing Provision

3. BUSINESS DISCLOSURE FORM

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

Information about Entity Submitting Bid/Proposal/Offer

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

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

I. Entity Ownership Information

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

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

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

Form Revised 08/07

4. ORGANIZATIONAL SUMMARY INFORMATION

1. BIDDING FIRM: _____

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

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

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

5. Optional Information:

Small Business

DMWBE

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

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

ID Number: _____

Certified as Minority/Women Business Enterprise by the North Central Texas Regional Certification Agency (NCTRCA)

NCTRCA Certification Number: _____

Additional Comments if Desired:

5. WORK FORCE COMPOSITION

BIDDING FIRM _____

DATE COMPLETED _____

Full Time Employees	Total No. Employees			White			American Indian			Black			Hispanic			Other*		
	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%
M = Male F = Female																		
Administrative & Managerial																		
Professional																		
Technical																		
Sales Workers																		
Office & Clerical																		
Skilled Workers																		
Semiskilled Workers																		
Unskilled Workers																		
Apprentices																		
Seasonal, Temporary & Part Time																		
TOTAL																		

Remarks _____

* Please use additional sheets to identify the ethnicity of employees identified in this category.

6. REFERENCES

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

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

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

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

7. WAREHOUSE INFORMATION FORM

WAREHOUSE FACILITY INFORMATION

Facility Address: _____

Telephone No.: _____

Contact Person: _____

Warehouse Operation Days: _____

Warehouse Operation Hours: _____

8. BID PRICE LIST

Solicitation No. 7005237

AN ELECTRONIC EXCEL COPY OF THIS DOCUMENT IS AVAILABLE UPON REQUEST

IN ORDER TO BE CONSIDERED RESPONSIVE, PRICE FOR ALL ITEMS, FOR BOTH CATEGORIES, MUST BE SUBMITTED

ESTIMATED ANNUAL USAGE QUANTITIES X PRICE PER EACH EQUAL (=) EXTENDED PRICE					OEM Toners		Remanufactured			
DFW Part No.	Manufacturer	OEM Number	Item Description	Est. Annual Usage Quantities	Price Per Each	Extended Price	Brand/Manufacturer	Part No.	Price Per Each	Extended Price
BROTHER MANUFACTURED TONERS										
DFW-01	Brother	LC-41BK	BROTHER Black Inkjet for MFC 210C, 420CN	3						
DFW-02	Brother	TN-460	BROTHER Black Toner for DCP 1200, 1400; HL 1230, 1240, 1250, 1270N, 1435, 1440, 1450, 1470N; INTELLIFAX 4100, 4750, 4750E, 5750, 5750E; MFC P2500, 8300, 8500, 8600, 8700, 9600, 9700, 9800	2						
DFW-03	Brother	TN-350	BROTHER Black Toner for DCP 7020; HL 2030, 2040, 2070; MFC 7220, 7225, 7420, 7820; INTELLIFAX 2820, 2920	9						
DFW-04	Brother	TN-430	BROTHER Black Toner for HL-1240, 1250, 1270N; MFC P2500, 8300, 8600, 8700, 9600	10						
DFW-05	Brother	TN-540	BROTHER Black Toner for HL-5130, HL-5340D; 5170; MFC-8440, 8840	4						
DFW-06	Brother	TN-5000PF	BROTHER Black Toner for HL720, 730, 730+, 730DX, 760, 1040, 1050, 1060; DCP1000N, TL2750; PPF2600, 2750, 2800, 2900, 3550, 3650, 3750, 3800; MFC4350, 4450, 4550, 4550+, 4600, 4650, 4800, 6800, 6550MC, 6650MC, 7550MC, 7650MC, 7750MC; FAX8000P	1						
DFW-07	Brother	LC-41C	BROTHER Cyan Inkjet for MFC 210C, 420CN	3						
DFW-08	Brother	DR-400	BROTHER Drum for DCP 1200, 1400, HL 1230, 1240, 1250, 1270N, 1435, 1440, 1450, 1470N, INTELLIFAX 4100, 4750, 4750E, 5750, 5750E, MFC P2500, 8300, 8500, 8600, 8700, 9600, 9700, 9800	2						
DFW-09	Brother	DR-200	BROTHER Drum for MFC4300, MFC4350, MFC4450, MFC6550MC, MFC6650MC, FAX8000P, HL700, HL720, HL730, HL760, PPF2600, PPF2750, PPF3550, PF3650, PPF3750	1						
DFW-10	Brother	LC-41M	BROTHER Magenta Inkjet for MFC 210C, 420CN	2						
DFW-11	Brother	PC-201	BROTHER Thermal Transfer Ribbon for MFC1770, 1870MC, 1970MC, PPF1170, 1270, 1570	6						
DFW-12	Brother	LC-41Y	BROTHER Yellow Inkjet for MFC 210C, 420CN	2						
Discount for other Brother manufactured toners not listed above ____%							Discount for other re-manufactured toners not listed above ____%			
Mark-up for other Brother manufactured toners not listed above ____%							Mark-up for other re-manufactured toners not listed above ____%			
CANON MANUFACTURED TONERS										
DFW-13	Canon	CLI-8BK	CANON Black Inkjet for PIXMA IP4200, IP4300, IP5200, IP6600, IP6700; MP500, MP510, MP530, MP600, MP800, MP810, MP830, MP950, MP960; PIXMA PRO 9000; PIXUS IP4200	2						
DFW-14	Canon	PGI-5	CANON Black Inkjet for PIXMA iP4200, iP5200, iP5200R	3						

ESTIMATED ANNUAL USAGE QUANTITIES X PRICE PER EACH EQUAL (=) EXTENDED PRICE					OEM Toners		Remanufactured				
DFW Part No.	Manufacturer	OEM Number	Item Description	Est. Annual Usage Quantities	Price	Per Each	Extended Price	Brand/Manufacturer	Part No.	Price Per Each	Extended Price
DFW-15	Canon	6812A001AA	CANON Black Toner for ImageClass D620, 660, 661, 680 (L50)	1							
DFW-16	Canon	CL-51	CANON TriColor, High Capacity Inkjet for PIXMA iP6210D, iP6220D; MultiPASS 170, 750	1							
Discount for other Canon manufactured toners not listed above ____%								Discount for other re-manufactured toners not listed above ____%			
Mark-up for other Canon manufactured toners not listed above ____%								Mark-up for other re-manufactured toners not listed above ____%			
DELL MANUFACTURED TONERS											
DFW-17	DELL	341-2918	Dell Standard Yield Black Toner for 5310, 5210	3							
Discount for other Dell manufactured toners not listed above ____%								Discount for other re-manufactured toners not listed above ____%			
Mark-up for other Dell manufactured toners not listed above ____%								Mark-up for other re-manufactured toners not listed above ____%			
EPSON MANUFACTURED TONERS											
DFW-18	Epson	T044120	EPSON Black Inkjet for Stylus C64, C84, CX6400	1							
DFW-19	Epson	T048120	EPSON Black Inkjet for Stylus Photo R200, R220, R300, R320, R340, R500, RX500, RX600, RX620, RX640	1							
DFW-20	Epson	T048220	EPSON Cyan Inkjet for Stylus Photo R200, R220, R300, R320, R340, R500, RX500, RX600, RX620, RX640	2							
DFW-21	Epson	T048520	EPSON Inkjet for Stylus Photo R200, R220, R300, R320, R340, R500, RX500, RX600, RX620, RX640	1							
DFW-22	Epson	T048620	EPSON Magenta Inkjet for Stylus Photo R200, R220, R300, R320, R340, R500, RX500, RX600, RX620, RX640	2							
DFW-23	Epson	T048320	EPSON Magenta Inkjet for Stylus Photo R200, R220, R300, R320, R340, R500, RX500, RX600, RX620, RX640	1							
DFW-24	Epson	T054020	EPSON Stylus Photo Gloss Optimizer for R800, R1800, PX-G5000	2							
DFW-25	Epson	T048420	EPSON Yellow Inkjet for Stylus Photo R200, R220, R300, R320, R340, R500, RX500, RX600, RX620, RX640	2							
Discount for other Epson manufactured toners not listed above ____%								Discount for other re-manufactured toners not listed above ____%			
Mark-up for other Epson manufactured toners not listed above ____%								Mark-up for other re-manufactured toners not listed above ____%			
HEWLETT PACKARD MANUFACTURED TONERS											
DFW-26	Hewlett Packard	CC640WN	Genuine HP #60 Black Inkjet for DeskJet D2500, D2530, D2560, F4200, F4280	3							
DFW-27	Hewlett Packard	CC641WN	Genuine HP #60XL High Yield Black Inkjet for DeskJet D2500, D2530, D2560, F4200, F4280	6							
DFW-28	Hewlett Packard	CB384A	Genuine HP Black Drum for Color LaserJet CP6015, CM6030, CM6040	1							
DFW-29	Hewlett Packard	CC530A	Genuine HP Black Toner for Color LaserJet CP2025	2							
DFW-30	Hewlett Packard	CB385A	Genuine HP Cyan Drum for Color LaserJet CP6015, CM6030, CM6040	1							
DFW-31	Hewlett Packard	CC531A	Genuine HP Cyan Toner for Color LaserJet CP2025	2							
DFW-32	Hewlett Packard	CB387A	Genuine HP Magenta Drum for Color LaserJet CP6015, CM6030, CM6040	1							
DFW-33	Hewlett Packard	CC533A	Genuine HP Magenta Toner for Color LaserJet CP2025	2							

ESTIMATED ANNUAL USAGE QUANTITIES X PRICE PER EACH EQUAL (=) EXTENDED PRICE

DFW Part No.	Manufacturer	OEM Number	Item Description	Est. Annual Usage Quantities	OEM Toners		Remanufactured			
					Price Per Each	Extended Price	Brand/Manufacturer	Part No.	Price Per Each	Extended Price
DFW-55	Hewlett Packard	CC580FN	HP #22 Twin Pack TriColor Inkjet for DeskJet 3910, 3920, 3930, 3940, D1330, D2330, F300; OfficeJet 430, 4315, 4350, 5600, 5610; PhotoSmart 5610, PSC 1410	5						
DFW-56	Hewlett Packard	C1823D	HP #23 TriColor Inkjet for DeskJet 710, 810, 890, 1120	1						
DFW-57	Hewlett Packard	C8727AN	HP #27 Black Inkjet for DeskJet 3320, 3325, 3420, 3425, 3650	38						
DFW-58	Hewlett Packard	C8728AN	HP #28 TriColor Inkjet for DeskJet 3320, 3420, 3520, 3620, 3650	7						
DFW-59	Hewlett Packard	51645A	HP #45 Black Inkjet for DeskJet 710C, 712C, 720C, 722C, 820C	58						
DFW-60	Hewlett Packard	C6656AN	HP #56 Black Inkjet for DeskJet 450C, 5550, PS7150, PS7350, PS7550, PSC2110, PSC2210	19						
DFW-61	Hewlett Packard	C6657AN	HP #57 TriColor Inkjet for DeskJet 450C, 5550, PS100, PS230, PS7150, PS7350, PS7550, PSC2110, PSC2210	15						
DFW-62	Hewlett Packard	C6658AN	HP #58 Photo Black Inkjet for OfficeJet 6110, DCP 410	1						
DFW-63	Hewlett Packard	CC643WN	HP #60 Tri-Color Inkjet for DeskJet D2500, D2530, D2560, F4200, F4280	3						
DFW-64	Hewlett Packard	CC635A	HP #701 Black Inkjet for 640 Fax	5						
DFW-65	Hewlett Packard	C6578DN	HP #78 TriColor Inkjet for DeskJet 930C, 932C, 935C, 940C, 950C	65						
DFW-66	Hewlett Packard	C6578AN	HP #78XL High Yield TriColor Inkjet for DeskJet 930C, 932C, 935C, 940C, 950C	6						
DFW-67	Hewlett Packard	C4820A	HP #80 Black Printhead for HP DesignJet 1050, 1055	4						
DFW-68	Hewlett Packard	C4821A	HP #80 Cyan Printhead for HP DesignJet 1050, 1055	2						
DFW-69	Hewlett Packard	C4846A	HP #80 High Yield Cyan Inkjet for DesignJet 1050C, 1055CM	1						
DFW-70	Hewlett Packard	C4847A	HP #80 High Yield Magenta Inkjet for DesignJet 1050C, 1055CM	1						
DFW-71	Hewlett Packard	C4848A	HP #80 High Yield Yellow Inkjet for DesignJet 1050C, 1055CM	1						
DFW-72	Hewlett Packard	C4822A	HP #80 Magenta Printhead for HP DesignJet 1050, 1055	2						
DFW-73	Hewlett Packard	C4823A	HP #80 Yellow Printhead for HP DesignJet 1050, 1055	1						
DFW-74	Hewlett Packard	C4911A	HP #82 Cyan Inkjet for DesignJet 10, 120, 20, 50, 500, 800, 815, 820	2						
DFW-75	Hewlett Packard	C4912A	HP #82 Magenta Inkjet for DesignJet 10, 120, 20, 50, 500, 800, 815, 820	1						
DFW-76	Hewlett Packard	C4913A	HP #82 Yellow Inkjet for DesignJet 10, 120, 20, 50, 500, 800, 815, 820	2						
DFW-77	Hewlett Packard	C9386AN	HP #88 Cyan Inkjet EAS Sensormatic for OfficeJet Pro K550	1						

ESTIMATED ANNUAL USAGE QUANTITIES X PRICE PER EACH EQUAL (=) EXTENDED PRICE

DFW Part No.	Manufacturer	OEM Number	Item Description	Est. Annual Usage Quantities	OEM Toners		Remanufactured			
					Price Per Each	Extended Price	Brand/Manufacturer	Part No.	Price Per Each	Extended Price
DFW-78	Hewlett Packard	C9396AN	HP #88 High Yield Black Inkjet EAS Sensormatic for OfficeJet Pro K550	2						
DFW-79	Hewlett Packard	C9362WN	HP #92 Black Inkjet for DeskJet 5420, 5440, 5442, 5443, PSC1503, 1504, 1507, 1508, 1510, 1513, 1514	20						
DFW-80	Hewlett Packard	C8765WN	HP #94 Black Inkjet for DeskJet 5740, 6540, 6540dt, 6840, 6840dt, 6988; OfficeJet 7310, 7310xi; PhotoSmart 2610, 2700, 2710, 325, 370, 375, 3750, 8100, 8150, 8400, 8450, 8700, C3180, PSC 1610xi	27						
DFW-81	Hewlett Packard	C8766WN	HP #95 TriColor Inkjet for DeskJet 5740, 6540, 6540dt, 6840, 6840dt, 6988; OfficeJet 7310, 7310xi; PhotoSmart 2610, 2700, 2710, 325, 370, 375, 3750, 8100, 8150, 8400, 8450, 8700, C3180, PSC 1610xi	16						
DFW-82	Hewlett Packard	C8767WN	HP #96 Black Inkjet for DeskJet 5740, 6540, 6540dt, 6840, 6840dt, 6988; OfficeJet 7310, 7310xi; PhotoSmart 2610, 2700, 2710, 325, 370, 375, 3750, 8100, 8150, 8400, 8450, 8700, C3180, PSC 1610xi	3						
DFW-83	Hewlett Packard	C9364WN	HP #98 Black Inkjet for DeskJet 5940, 5943, D4145, D4155, D4160, D4163, D4168; OfficeJet 6305, 6310, 6315, 6318; Photosmart 2575, 8030, 8038, 8050, C4110, C4140, C4150, C4170, C4173, C4175, C4180, C4183, C4188, C4190, C4193, C4194; Photosmart D5060, C5063, D5065, D5069, D5145, D5155, D5156, D5158, D5160; PSC 2575	2						
DFW-84	Hewlett Packard	Q3676A	HP 110V Image Fuser Kit for Color LaserJet 4600, 4650	2						
DFW-85	Hewlett Packard	C9726A	HP 220V Fuser Kit for Color LaserJet 4600, 4610, 4650	1						
DFW-86	Hewlett Packard	C8560A	HP Black Image Drum for Color LaserJet 9500, 9550	1						
DFW-87	Hewlett Packard	51629A	HP Black Inkjet for DeskJet 600, 600C, 660C, 660Cse, 670C, 670TV, 672C, 680C, 682C, 690C	1						
DFW-88	Hewlett Packard	Q3960A	HP Black Toner for Color LaserJet 2550, 2820, 2840	1						
DFW-89	Hewlett Packard	Q6000A	HP Black Toner for Color LaserJet 2600	15						
DFW-90	Hewlett Packard	Q2670A	HP Black Toner for Color LaserJet 3500, 3550, 3700, 3750	3						
DFW-91	Hewlett Packard	Q6470A	HP Black Toner for Color LaserJet 3600, 3800	5						
DFW-92	Hewlett Packard	C9720A	HP Black Toner for Color LaserJet 4600, 4610, 4650	79						
DFW-93	Hewlett Packard	Q5950A	HP Black Toner for Color LaserJet 4700	33						
DFW-94	Hewlett Packard	C9730A	HP Black Toner for Color LaserJet 5500, 5550	45						
DFW-95	Hewlett Packard	C8550A	HP Black Toner for Color LaserJet 9500, 9550	2						
DFW-96	Hewlett Packard	CB380A	HP Black Toner for Color LaserJet CP6015	3						
DFW-97	Hewlett Packard	C7115A	HP Black Toner for LaserJet 1000, 1200, 1220	20						
DFW-98	Hewlett Packard	Q2612A	HP Black Toner for LaserJet 1010, 1012	144						
DFW-99	Hewlett Packard	C4092A	HP Black Toner for LaserJet 1100, 3200	10						
DFW-100	Hewlett Packard	Q5949A	HP Black Toner for LaserJet 1160, 1320, 3390, 3392	16						

ESTIMATED ANNUAL USAGE QUANTITIES X PRICE PER EACH EQUAL (=) EXTENDED PRICE

DFW Part No.	Manufacturer	OEM Number	Item Description	Est. Annual Usage Quantities	OEM Toners		Remanufactured			
					Price Per Each	Extended Price	Brand/Manufacturer	Part No.	Price Per Each	Extended Price
DFW-145	Hewlett Packard	Q3963A	HP High Yield Magenta Toner for Color LaserJet 2550, 2820, 2840	1						
DFW-146	Hewlett Packard	Q3962A	HP High Yield Yellow Toner for Color LaserJet 2550, 2820, 2840	1						
DFW-147	Hewlett Packard	C8554A	HP Image Cleaning Kit for Color LaserJet 9500, 9550	1						
DFW-148	Hewlett Packard	C9735A	HP Image Fuser Kit for Color LaserJet 5550	3						
DFW-149	Hewlett Packard	C8555A	HP Image Transfer Kit for Color LaserJet 9500, 9550	1						
DFW-150	Hewlett Packard	Q7551A	HP LASERJET M3027, M3035, P3005	2						
DFW-151	Hewlett Packard	C8563A	HP Magenta Image Drum for Color LaserJet 9500, 9550	2						
DFW-152	Hewlett Packard	C9703A	HP Magenta Toner for Color LaserJet 1500, 2500	2						
DFW-153	Hewlett Packard	Q6003A	HP Magenta Toner for Color Laserjet 2600	13						
DFW-154	Hewlett Packard	Q2673A	HP Magenta Toner for Color LaserJet 3500, 3550	3						
DFW-155	Hewlett Packard	Q6473A	HP Magenta Toner for Color LaserJet 3600	4						
DFW-156	Hewlett Packard	C9723A	HP Magenta Toner for Color LaserJet 4600, 4610, 4650	58						
DFW-157	Hewlett Packard	Q5953A	HP Magenta Toner for Color LaserJet 4700	20						
DFW-158	Hewlett Packard	C9733A	HP Magenta Toner for Color LaserJet 5500, 5550	43						
DFW-159	Hewlett Packard	C8553A	HP Magenta Toner for Color LaserJet 9500, 9550	2						
DFW-160	Hewlett Packard	CB383A	HP Magenta Toner for Color LaserJet CP6015	2						
DFW-161	Hewlett Packard	Q2429A	HP Maintenance Kit for LaserJet 4200	1						
DFW-162	Hewlett Packard	Q3675A	HP Transfer Kit for Color LaserJet 4600, 4650	2						
DFW-163	Hewlett Packard	Q7504A	HP Transfer Kit for Color LaserJet 4700, 4730mpf	1						
DFW-164	Hewlett Packard	C9734B	HP Transfer Kit for Color LaserJet 5500, 5550	3						
DFW-165	Hewlett Packard	C9720AD	HP Twin Pack Black Toner for Color Laserjet 4600, 4610, 4650	15						
DFW-166	Hewlett Packard	C8842A	HP Versatile Fast Dry Black Ink for Microboard PF-2 Disc Printer	2						
DFW-167	Hewlett Packard	C8562A	HP Yellow Image Drum for Color LaserJet 9500, 9550	2						
DFW-168	Hewlett Packard	Q6002A	HP Yellow Toner for Color LaserJet 2600	11						
DFW-169	Hewlett Packard	Q2672A	HP Yellow Toner for Color LaserJet 3500, 3550	2						
DFW-170	Hewlett Packard	Q6472A	HP Yellow Toner for Color LaserJet 3600	4						
DFW-171	Hewlett Packard	C9722A	HP Yellow Toner for Color LaserJet 4600, 4610, 4650	54						
DFW-172	Hewlett Packard	Q5952A	HP Yellow Toner for Color LaserJet 4700	17						
DFW-173	Hewlett Packard	C9732A	HP Yellow Toner for Color LaserJet 5500, 5550	42						
DFW-174	Hewlett Packard	C8552A	HP Yellow Toner for Color LaserJet 9500, 9550	2						
DFW-175	Hewlett Packard	CB382A	HP Yellow Toner for Color LaserJet CP6015	2						
Discount for other Hewlett Packard manufactured toners not listed above _____%							Discount for other re-manufactured toners not listed above _____%			
Mark-up for other Hewlett Packard manufactured toners not listed above _____%							Mark-up for other re-manufactured toners not listed above _____%			
LEXMARK MANUFACTURED TONERS										
DFW-176	Lexmark	12A1970	LEXMARK #70 Black Inkjet for F4270; OPTRA Color 40, 45; X63, X73, X83, X85, X125, X4250, X4270; Color JetPrinter 3200, 7000, 7200; Z31, Z42, Z43, Z45, Z51, Z52, Z53, Z82	5						

ESTIMATED ANNUAL USAGE QUANTITIES X PRICE PER EACH EQUAL (=) EXTENDED PRICE

					OEM Toners			Remanufactured			
DFW Part No.	Manufacturer	OEM Number	Item Description	Est. Annual Usage Quantities	Price Per Each	Extended Price	Brand/Manufacturer	Part No.	Price Per Each	Extended Price	
DFW-177	Lexmark	15M1330	LEXMARK Black Inkjet for F4270; OPTRA Color 40, 45; X63, X73, X83, X85, X125, X4250, X4270; Color Jetprinter 3200, 7000, 7200; Z31, Z42, Z43, Z45, Z51, Z52, Z53, Z82 (box of 2)	2							
DFW-178	Lexmark	12A5845	LEXMARK Black Toner for OPTRA T610, T612, T614, T616	1							
Discount for other Lexmark manufactured toners not listed above ____%							Discount for other re-manufactured toners not listed above ____%				
Mark-up for other Lexmark manufactured toners not listed above ____%							Mark-up for other re-manufactured toners not listed above ____%				
OKIDATA MANUFACTURED TONERS											
DFW-179	Okidata	50114601	OKIDATA Black Print Head for ML320T, ML321T	12							
DFW-180	Okidata	52104001	OKIDATA Black Ribbon for MICROLINE 380, 385, 386, 390, 391, 5320, OKIMATE 240	50							
DFW-181	Okidata	52102001	OKIDATA Black Ribbon for ML100, ML320T, ML321T	144							
Discount for other Okidata manufactured toners not listed above ____%							Discount for other re-manufactured toners not listed above ____%				
Mark-up for other Okidata manufactured toners not listed above ____%							Mark-up for other re-manufactured toners not listed above ____%				
PANASONIC MANUFACTURED TONERS											
DFW-182	Panasonic	KX-FA83	PANASONIC Black Toner for KX-FL511	1							
Discount for other Panasonic manufactured toners not listed above ____%							Discount for other re-manufactured toners not listed above ____%				
Mark-up for other Panasonic manufactured toners not listed above ____%							Mark-up for other re-manufactured toners not listed above ____%				
SHARP MANUFACTURED TONERS											
DFW-183	Sharp	AR455NT	SHARP Black Toner for ARM355, ARM455	15							
DFW-184	Sharp	AR-620NT	SHARP Black Toner for AR-M550N, M620N, M700N	1							
DFW-185	Sharp	FO-47ND	SHARP Black Toner for FO4650, 4700, 4970, 5550, 5700, 5800, 6700	1							
DFW-186	Sharp	AR-455DR	SHARP Drum for AR-M355N, M455N, MX-M350N, MX-M450N	2							
Discount for other Sharp manufactured toners not listed above ____%							Discount for other re-manufactured toners not listed above ____%				
Mark-up for other Sharp manufactured toners not listed above ____%							Mark-up for other re-manufactured toners not listed above ____%				
GRAND TOTAL BID FOR OEM TONER CARTRIDGES							GRAND TOTAL BID FOR REMANUFACTURED/OEM COMP.				

9. RECYCLING INFORMATION FOR OEM TONER CARTRIDGES

Solicitation No. 7005237

DFW Part No.	Manufacturer	OEM Number	% of Recycled Packing Content	% of Recycled Toner Cartridge Content	Will Successful Bidder Recycle this Product? (Yes/No)	How Will Product be Recycled?
DFW-01	Brother	LC-41BK				
DFW-02	Brother	TN-460				
DFW-03	Brother	TN-350				
DFW-04	Brother	TN-430				
DFW-05	Brother	TN-540				
DFW-06	Brother	TN-5000PF				
DFW-07	Brother	LC-41C				
DFW-08	Brother	DR-400				
DFW-09	Brother	DR-200				
DFW-10	Brother	LC-41M				
DFW-11	Brother	PC-201				
DFW-12	Brother	LC-41Y				
DFW-13	Canon	CLI-8BK				
DFW-14	Canon	PGI-5				
DFW-15	Canon	6812A001AA				
DFW-16	Canon	CL-51				
DFW-17	DELL	341-2918				
DFW-18	Epson	T044120				
DFW-19	Epson	T048120				
DFW-20	Epson	T048220				
DFW-21	Epson	T048520				
DFW-22	Epson	T048620				
DFW-23	Epson	T048320				
DFW-24	Epson	T054020				
DFW-25	Epson	T048420				
DFW-26	Hewlett Packard	CC640WN				
DFW-27	Hewlett Packard	CC641WN				
DFW-28	Hewlett Packard	CB384A				
DFW-29	Hewlett Packard	CC530A				
DFW-30	Hewlett Packard	CB385A				
DFW-31	Hewlett Packard	CC531A				

DFW Part No.	Manufacturer	OEM Number	% of Recycled Packing Content	% of Recycled Toner Cartridge Content	Will Successful Bidder Recycle this Product? (Yes/No)	How Will Product be Recycled?
DFW-32	Hewlett Packard	CB387A				
DFW-33	Hewlett Packard	CC533A				
DFW-34	Hewlett Packard	CB386A				
DFW-35	Hewlett Packard	CC532A				
DFW-36	Hewlett Packard	TN-550				
DFW-37	Hewlett Packard	C8721WN				
DFW-38	Hewlett Packard	C8771WN				
DFW-39	Hewlett Packard	C8774WN				
DFW-40	Hewlett Packard	C8775WN				
DFW-41	Hewlett Packard	C8772WN				
DFW-42	Hewlett Packard	C8773WN				
DFW-43	Hewlett Packard	C4844A				
DFW-44	Hewlett Packard	C4800A				
DFW-45	Hewlett Packard	C4803A				
DFW-46	Hewlett Packard	C4810A				
DFW-47	Hewlett Packard	C4836A				
DFW-48	Hewlett Packard	C4837A				
DFW-49	Hewlett Packard	C4814A				
DFW-50	Hewlett Packard	C4815A				
DFW-51	Hewlett Packard	C5011DN				
DFW-52	Hewlett Packard	C6615DN				
DFW-53	Hewlett Packard	C9351AN				
DFW-54	Hewlett Packard	C9352AN				
DFW-55	Hewlett Packard	CC580FN				
DFW-56	Hewlett Packard	C1823D				
DFW-57	Hewlett Packard	C8727AN				
DFW-58	Hewlett Packard	C8728AN				
DFW-59	Hewlett Packard	51645A				
DFW-60	Hewlett Packard	C6656AN				
DFW-61	Hewlett Packard	C6657AN				
DFW-62	Hewlett Packard	C6658AN				
DFW-63	Hewlett Packard	CC643WN				
DFW-64	Hewlett Packard	CC635A				
DFW-65	Hewlett Packard	C6578DN				
DFW-66	Hewlett Packard	C6578AN				
DFW-67	Hewlett Packard	C4820A				

DFW Part No.	Manufacturer	OEM Number	% of Recycled Packing Content	% of Recycled Toner Cartridge Content	Will Successful Bidder Recycle this Product? (Yes/No)	How Will Product be Recycled?
DFW-68	Hewlett Packard	C4821A				
DFW-69	Hewlett Packard	C4846A				
DFW-70	Hewlett Packard	C4847A				
DFW-71	Hewlett Packard	C4848A				
DFW-72	Hewlett Packard	C4822A				
DFW-73	Hewlett Packard	C4823A				
DFW-74	Hewlett Packard	C4911A				
DFW-75	Hewlett Packard	C4912A				
DFW-76	Hewlett Packard	C4913A				
DFW-77	Hewlett Packard	C9386AN				
DFW-78	Hewlett Packard	C9396AN				
DFW-79	Hewlett Packard	C9362WN				
DFW-80	Hewlett Packard	C8765WN				
DFW-81	Hewlett Packard	C8766WN				
DFW-82	Hewlett Packard	C8767WN				
DFW-83	Hewlett Packard	C9364WN				
DFW-84	Hewlett Packard	Q3676A				
DFW-85	Hewlett Packard	C9726A				
DFW-86	Hewlett Packard	C8560A				
DFW-87	Hewlett Packard	51629A				
DFW-88	Hewlett Packard	Q3960A				
DFW-89	Hewlett Packard	Q6000A				
DFW-90	Hewlett Packard	Q2670A				
DFW-91	Hewlett Packard	Q6470A				
DFW-92	Hewlett Packard	C9720A				
DFW-93	Hewlett Packard	Q5950A				
DFW-94	Hewlett Packard	C9730A				
DFW-95	Hewlett Packard	C8550A				
DFW-96	Hewlett Packard	CB380A				
DFW-97	Hewlett Packard	C7115A				
DFW-98	Hewlett Packard	Q2612A				
DFW-99	Hewlett Packard	C4092A				
DFW-100	Hewlett Packard	Q5949A				
DFW-101	Hewlett Packard	Q2613A				
DFW-102	Hewlett Packard	C4096A				
DFW-103	Hewlett Packard	Q2610A				

DFW Part No.	Manufacturer	OEM Number	% of Recycled Packing Content	% of Recycled Toner Cartridge Content	Will Successful Bidder Recycle this Product? (Yes/No)	How Will Product be Recycled?
DFW-104	Hewlett Packard	Q6511A				
DFW-105	Hewlett Packard	92298A				
DFW-106	Hewlett Packard	C4127X				
DFW-107	Hewlett Packard	C4127A				
DFW-108	Hewlett Packard	Q1338A				
DFW-109	Hewlett Packard	Q5942A				
DFW-110	Hewlett Packard	92274A				
DFW-111	Hewlett Packard	C4129X				
DFW-112	Hewlett Packard	Q7516A				
DFW-113	Hewlett Packard	C3906A				
DFW-114	Hewlett Packard	C8543X				
DFW-115	Hewlett Packard	CB435A				
DFW-116	Hewlett Packard	CB436A				
DFW-117	Hewlett Packard	CC364A				
DFW-118	Hewlett Packard	Q7553A				
DFW-119	Hewlett Packard	C8561A				
DFW-120	Hewlett Packard	C9701A				
DFW-121	Hewlett Packard	Q6001A				
DFW-122	Hewlett Packard	Q2671A				
DFW-123	Hewlett Packard	Q6471A				
DFW-124	Hewlett Packard	C9721A				
DFW-125	Hewlett Packard	Q5951A				
DFW-126	Hewlett Packard	C9731A				
DFW-127	Hewlett Packard	C8551A				
DFW-128	Hewlett Packard	CB381A				
DFW-129	Hewlett Packard	C9704A				
DFW-130	Hewlett Packard	Q3964A				
DFW-131	Hewlett Packard	Q3655A				
DFW-132	Hewlett Packard	Q3984A				
DFW-133	Hewlett Packard	C8519				
DFW-134	Hewlett Packard	C9725A				
DFW-135	Hewlett Packard	Q7502A				
DFW-136	Hewlett Packard	C8556A				
DFW-137	Hewlett Packard	C7115X				
DFW-138	Hewlett Packard	Q5949X				
DFW-139	Hewlett Packard	Q2613X				

DFW Part No.	Manufacturer	OEM Number	% of Recycled Packing Content	% of Recycled Toner Cartridge Content	Will Successful Bidder Recycle this Product? (Yes/No)	How Will Product be Recycled?
DFW-140	Hewlett Packard	92298X				
DFW-141	Hewlett Packard	C8061X				
DFW-142	Hewlett Packard	Q5942X				
DFW-143	Hewlett Packard	Q7553X				
DFW-144	Hewlett Packard	Q3961A				
DFW-145	Hewlett Packard	Q3963A				
DFW-146	Hewlett Packard	Q3962A				
DFW-147	Hewlett Packard	C8554A				
DFW-148	Hewlett Packard	C9735A				
DFW-149	Hewlett Packard	C8555A				
DFW-150	Hewlett Packard	Q7551A				
DFW-151	Hewlett Packard	C8563A				
DFW-152	Hewlett Packard	C9703A				
DFW-153	Hewlett Packard	Q6003A				
DFW-154	Hewlett Packard	Q2673A				
DFW-155	Hewlett Packard	Q6473A				
DFW-156	Hewlett Packard	C9723A				
DFW-157	Hewlett Packard	Q5953A				
DFW-158	Hewlett Packard	C9733A				
DFW-159	Hewlett Packard	C8553A				
DFW-160	Hewlett Packard	CB383A				
DFW-161	Hewlett Packard	Q2429A				
DFW-162	Hewlett Packard	Q3675A				
DFW-163	Hewlett Packard	Q7504A				
DFW-164	Hewlett Packard	C9734B				
DFW-165	Hewlett Packard	C9720AD				
DFW-166	Hewlett Packard	C8842A				
DFW-167	Hewlett Packard	C8562A				
DFW-168	Hewlett Packard	Q6002A				
DFW-169	Hewlett Packard	Q2672A				
DFW-170	Hewlett Packard	Q6472A				
DFW-171	Hewlett Packard	C9722A				
DFW-172	Hewlett Packard	Q5952A				
DFW-173	Hewlett Packard	C9732A				
DFW-174	Hewlett Packard	C8552A				
DFW-175	Hewlett Packard	CB382A				

DFW Part No.	Manufacturer	OEM Number	% of Recycled Packing Content	% of Recycled Toner Cartridge Content	Will Successful Bidder Recycle this Product? (Yes/No)	How Will Product be Recycled?
DFW-176	Lexmark	12A1970				
DFW-177	Lexmark	15M1330				
DFW-178	Lexmark	12A5845				
DFW-179	Okidata	50114601				
DFW-180	Okidata	52104001				
DFW-181	Okidata	52102001				
DFW-182	Panasonic	KX-FA83				
DFW-183	Sharp	AR455NT				
DFW-184	Sharp	AR-620NT				
DFW-185	Sharp	FO-47ND				
DFW-186	Sharp	AR-455DR				

10. RECYCLING INFORMATION FOR REMANUFACTURED OR OEM COMPATIBLE TONERS

Solicitation No. 7005237

DFW Part No.	% of Recycled Packing Content	% of Recycled Toner Cartridge Content	Will Successful Bidder Recycle this Product? (Yes/No)	How Will Product be Recycled?
DFW-01				
DFW-02				
DFW-03				
DFW-04				
DFW-05				
DFW-06				
DFW-07				
DFW-08				
DFW-09				
DFW-10				
DFW-11				
DFW-12				
DFW-13				
DFW-14				
DFW-15				
DFW-16				
DFW-17				
DFW-18				
DFW-19				
DFW-20				
DFW-21				
DFW-22				
DFW-23				
DFW-24				
DFW-25				
DFW-26				
DFW-27				
DFW-28				
DFW-29				
DFW-30				
DFW-31				

DFW Part No.	% of Recycled Packing Content	% of Recycled Toner Cartridge Content	Will Successful Bidder Recycle this Product? (Yes/No)	How Will Product be Recycled?
DFW-32				
DFW-33				
DFW-34				
DFW-35				
DFW-36				
DFW-37				
DFW-38				
DFW-39				
DFW-40				
DFW-41				
DFW-42				
DFW-43				
DFW-44				
DFW-45				
DFW-46				
DFW-47				
DFW-48				
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DFW-54				
DFW-55				
DFW-56				
DFW-57				
DFW-58				
DFW-59				
DFW-60				
DFW-61				
DFW-62				
DFW-63				
DFW-64				
DFW-65				
DFW-66				
DFW-67				

DFW Part No.	% of Recycled Packing Content	% of Recycled Toner Cartridge Content	Will Successful Bidder Recycle this Product? (Yes/No)	How Will Product be Recycled?
DFW-68				
DFW-69				
DFW-70				
DFW-71				
DFW-72				
DFW-73				
DFW-74				
DFW-75				
DFW-76				
DFW-77				
DFW-78				
DFW-79				
DFW-80				
DFW-81				
DFW-82				
DFW-83				
DFW-84				
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DFW-91				
DFW-92				
DFW-93				
DFW-94				
DFW-95				
DFW-96				
DFW-97				
DFW-98				
DFW-99				
DFW-100				
DFW-101				
DFW-102				
DFW-103				

DFW Part No.	% of Recycled Packing Content	% of Recycled Toner Cartridge Content	Will Successful Bidder Recycle this Product? (Yes/No)	How Will Product be Recycled?
DFW-104				
DFW-105				
DFW-106				
DFW-107				
DFW-108				
DFW-109				
DFW-110				
DFW-111				
DFW-112				
DFW-113				
DFW-114				
DFW-115				
DFW-116				
DFW-117				
DFW-118				
DFW-119				
DFW-120				
DFW-121				
DFW-122				
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DFW-124				
DFW-125				
DFW-126				
DFW-127				
DFW-128				
DFW-129				
DFW-130				
DFW-131				
DFW-132				
DFW-133				
DFW-134				
DFW-135				
DFW-136				
DFW-137				
DFW-138				
DFW-139				

DFW Part No.	% of Recycled Packing Content	% of Recycled Toner Cartridge Content	Will Successful Bidder Recycle this Product? (Yes/No)	How Will Product be Recycled?
DFW-140				
DFW-141				
DFW-142				
DFW-143				
DFW-144				
DFW-145				
DFW-146				
DFW-147				
DFW-148				
DFW-149				
DFW-150				
DFW-151				
DFW-152				
DFW-153				
DFW-154				
DFW-155				
DFW-156				
DFW-157				
DFW-158				
DFW-159				
DFW-160				
DFW-161				
DFW-162				
DFW-163				
DFW-164				
DFW-165				
DFW-166				
DFW-167				
DFW-168				
DFW-169				
DFW-170				
DFW-171				
DFW-172				
DFW-173				
DFW-174				
DFW-175				

DFW Part No.	% of Recycled Packing Content	% of Recycled Toner Cartridge Content	Will Successful Bidder Recycle this Product? (Yes/No)	How Will Product be Recycled?
DFW-176				
DFW-177				
DFW-178				
DFW-179				
DFW-180				
DFW-181				
DFW-182				
DFW-183				
DFW-184				
DFW-185				
DFW-186				

11. 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. 7005237
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)

(Date)

ATTACHMENT A
TONER CARTRIDGES
 SAMPLE OF SUMMARY INVOICE FORMAT

DFW Airport Summary Invoice # 000132
 October 1, 2009 - October 31, 2009
 NET 30 TERMS

Customer Division	Department	Date	Invoice No.	Item: Name	Description	Quantity	Price Per Unit	Extended Price
DFW Airport	Admin & Diversity							
	HUMAN RESOURCES # 2200							
	Invoice	10/9/2009	115050	DFW-114	HP High Yield Black Toner for LaserJet 1000, 1200	2		
				DFW-60	HP Black Toner for LaserJet 4, 4+, 5 (EX)	2		
	Invoice	10/15/2009	115104	DFW-170	HP Black Toner for LaserJet 1010, 1012	2		
	Invoice	10/20/2009	115143	DFW-155	HP Twin Pack Black Toner for Color Laserjet 4600,	1		
				DFW-157	HP Yellow Toner for Color LaserJet 4600, 4610, 46	1		
				DFW-177	HP Transfer Kit for Color LaserJet 4600, 4650	1		
				DFW-188	HP Black Toner for LaserJet 1160, 1320, 3390, 339	3		
	Total - HUMAN RESOURCES # 2200							
Total - Admin & Diversity								
	Executive Office							
	EO - AUDIT SERVICES # 1000							
	Invoice	10/22/2009	115171	DFW-186	HP Black Toner for LaserJet 4250, 4350	1		
	Total - EO - AUDIT SERVICES # 1000							
	EO - CEO #0100							
	Invoice	10/15/2009	115102	DFW-170	HP Black Toner for LaserJet 1010, 1012	1		
	Invoice	10/23/2009	115189	DFW-154	HP Black Toner for Color LaserJet 4600, 4610, 465	1		
				DFW-156	HP Cyan Toner for Color LaserJet 4600, 4610, 465	1		
				DFW-157	HP Yellow Toner for Color LaserJet 4600, 4610, 46	1		
	Invoice	10/30/2009	115250	DFW-190	HP Cyan Toner for Color LaserJet 4700	1		
	Total - EO - CEO #0100							
	EO - LEGAL # 0200							
	Invoice	10/28/2009	115212	DFW-156	HP Cyan Toner for Color LaserJet 4600, 4610, 465	1		
				DFW-157	HP Yellow Toner for Color LaserJet 4600, 4610, 46	1		
				DFW-171	HP Black Toner for LaserJet 1300	3		
	Total - EO - LEGAL # 0200							
Total - Executive Office								
	Finance & ITS							
	FINANCE - ADMIN # 2010							
	Invoice	10/20/2009	115142	DFW-162	HP Cyan Toner for Color LaserJet 5500, 5550	1		
				DFW-167	HP Black Toner for LaserJet 4200	1		
				DFW-232	HP #11 Magenta Inkjet for DeskJet 2200, 2250	1		
				DFW-323	HP Black Toner for LaserJet P1005, P1006	2		
				DFW-90	HP #11 Cyan Inkjet for DeskJet 2200, 2250	1		
				DFW-93	HP #10 Black Inkjet for DeskJet 2000C, 2500C Pro	1		
	Total - FINANCE - ADMIN # 2010							
	FINANCE - TREASURY MANAGEMENT #2060							
	Invoice	10/20/2009	115141	DFW-69	HP Black Toner for LaserJet 4000, 4050	1		
	Total - FINANCE - TREASURY MANAGEMENT #2060							
	ITS - ADMIN # 2600							
	Invoice	10/28/2009	115219	DFW-364	HP #74XL Black Inkjet for DeskJet D4260, D4360,	4		
	Total - ITS - ADMIN # 2600							
Total - Finance & ITS								
	Marketing and Terminal Mgmt							
	CS - ADMIN # 8000							
	Invoice	10/9/2009	115051	DFW-161	HP Black Toner for Color LaserJet 5500, 5550	1		
				DFW-163	HP Yellow Toner for Color LaserJet 5500, 5550	1		
				DFW-164	HP Magenta Toner for Color LaserJet 5500, 5550	1		
				DFW-297	HP #13 Black Inkjet for Business Inkjet 1000, 1100,	1		
	Invoice	10/22/2009	115170	DFW-109	HP #78 TriColor Inkjet for DeskJet 930C, 932C, 93	1		
	Total - CS - ADMIN # 8000							
	CS - E35 # 8065							
	Invoice	10/22/2009	115168	DFW-20	CANON Cyan Inkjet for PIXMA IP4200, IP4300, IP5	1		
				DFW-21	CANON Magenta Inkjet for PIXMA IP4200, IP4300,	1		
				DFW-22	CANON Yellow Inkjet for PIXMA IP4200, IP4300, IP	1		
				DFW-24	CANON Black Inkjet for PIXMA IP4200, iP5200, IP5	1		
	Total - CS - E35 # 8065							
	MARKETING # 3850							
	Invoice	10/20/2009	115144	DFW-179	HP Black Toner for Color LaserJet 2550, 2820, 284	1		
				DFW-180	HP High Yield Cyan Toner for Color LaserJet 2550,	1		
				DFW-181	HP High Yield Yellow Toner for Color LaserJet 255	1		
				DFW-182	HP High Yield Magenta Toner for Color LaserJet 25	1		
				DFW-323	HP Black Toner for LaserJet P1005, P1006	1		
	Total - MARKETING # 3850							
	TRMNL MGMT - AVIATION REAL ESTATE # 6120							
	Invoice	10/30/2009	115249	DFW-163	HP Yellow Toner for Color LaserJet 5500, 5550	1		
				DFW-164	HP Magenta Toner for Color LaserJet 5500, 5550	1		
	Total - TRMNL MGMT - AVIATION REAL ESTATE # 6120							
Total - Marketing and Terminal Mgmt								
	Operations							
	AIRPORT DEVELOPMENT # 6000							
	Invoice	10/8/2009	115024	DFW-323	HP Black Toner for LaserJet P1005, P1006	2		
	Total - AIRPORT DEVELOPMENT # 6000							
	ASSET MGMT - AVP # 8804							
	Invoice	10/5/2009	114994	DFW-358	Genuine HP #72 Matte Black Inkjet for DesignJet T	2		
				DFW-359	Genuine HP #72 Cyan Inkjet for DesignJet T1100,	2		
				DFW-360	Genuine HP #72 Magenta Inkjet for DesignJet T110	2		
				DFW-361	Genuine HP #72 Yellow Inkjet for DesignJet T1100.	2		
Total - DFW Airport								