



DALLAS/FORT WORTH  
INTERNATIONAL AIRPORT

## **REQUEST FOR PROPOSAL**

**Solicitation No. 8004082**

**Payment Processing Services**

**Deadline for Proposal Submittal:**

**October 26, 2009 at 3:00 p.m. (Central Time)**

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

**Airport Board Contact:**

**Shannon Hamilton  
972-973-5601 (fax)  
shhamilton@dfwairport.com**

**Mail or Deliver Complete Bid Package To:**

**Procurement and Materials Management  
DFW International Airport  
Delivery Address: 3122 East 30th Street (Carbon Road)  
Mail Address: P.O. Box 619428  
Dallas, TX 75261-9428**

***A Pre-Proposal Conference will be held at the DFW International Airport Board Room, 3200 E. Airfield Drive, DFW Airport, TX, on October 15, 2009 at 2:00 pm***

# IMPORTANT REQUIREMENT FOR PROPOSAL SUBMITTAL

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. ***Proposals received by the DFW Airport that do not have the information requested below displayed on the outside of their proposal may be rejected.***



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## DFW AIRPORT PROPOSAL SUBMITTAL LABEL

Bid / Proposal Number: 8004082

Bid / Proposal Name: Payment Processing Services

Due Date and Time: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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## PROPOSAL INSTRUCTIONS AND REQUIREMENTS

A Proposal is requested by the Dallas/Fort Worth International Airport Board (herein called Board). The Board will receive separate sealed Proposals until the deadline for Proposal submittal. This Section provides information on how and where to submit a Proposal and other pertinent information regarding this Solicitation. Those who submit proposals are required to read and comply with these instructions.

### 1 DEFINITIONS

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

### 2 CONTACT INFORMATION

It is the Proposer's responsibility to obtain clarification of any information contained herein. Proposers 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 Proposal. The Solicitation Number must be referenced in all correspondence pertaining to this solicitation. Proposer contact with Board personnel other than designated Airport Board Solicitation Contact may be cause for Proposal rejection.

### 3 SCHEDULE OF EVENTS

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

RFP Release Date:	(October 9, 2009 after 1:00 pm)
Pre-Proposal Conference:	(October 15, 2009; 2:00 pm)
Deadline for Questions:	(October 19, 2009 5:00pm)
Proposal Due Date:	(October 26, 2009 at 3:00 pm)
Evaluation Period:	(October 27 – November 5, 2009)
Interviews:	(November 9 – 12, 2009)
Board Approval Date:	(December 3, 2009)
Notice To Proceed	(Approximately 2 – 3 weeks after Board Approval)

### 4 PRE-PROPOSAL CONFERENCE

- 4.1 If a Pre-Proposal Conference is held, it shall be open to all interested parties prior to Deadline for Proposal Submittal for the purpose of discussing the requirements of the solicitation and/or to inspect the location where Work is to be performed. All Proposers are strongly encouraged to attend. Proposers may make written inquiries concerning the RFP to obtain clarification of the requirements. Inquiries must be submitted in writing no later than the due date and time identified in Section 3 above. Inquiries received by this deadline, and corresponding answers, will be available to Proposers of record as soon as possible. A response to inquiries is at the sole discretion of the Board.
- 4.2 Proposers that do not attend may be required to provide additional information or documentation to validate that they fully understand the Board's requirements.
- 4.3 It is the responsibility of the Proposer to fully understand the scope of work and the conditions under which Work is to be performed. Failure to attend a Pre-Proposal Conference shall not relieve a Proposer from full performance of any Contract awarded to the satisfaction of the Board.

### 5 ADDENDA

- 5.1 The Board may, at its sole discretion, elect to issue changes or clarifications to the Proposal 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-Proposal

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 Proposers and posted on the Board's website (www.dfwairport.com) prior to the date and time of the Deadline for Proposal Submittal.

- 5.2 It is the Proposer's responsibility to ensure receipt of any addenda issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from any obligations under its Proposal as submitted. The Proposer must sign all addenda and return them with their Proposal. All addenda shall become part of the Contract documents.

## 6 MINORITY AND/OR WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE)

- 6.1 The Board strongly encourages M/WBE (minority/women-owned business enterprises) firms to participate in this solicitation and encourages joint venture Proposals that include M/WBE firms.
- 6.2 Proposers are directed to review the Special Provisions and the related forms within this Solicitation document for specific goals and compliance requirements.

## 7 PROPOSAL PREPARATION

- 7.1 Submittals: Proposer must submit all Proposal Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its Proposal. Proposer's failure to include all submittals may be cause to consider a Proposal non-responsive.
- 7.2 Endorsing the Proposal: An authorized officer of the Proposing Firm must sign the Proposal. Signature of the Proposal will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Proposal Response Forms. Proposers that take exception to the Board's General Terms and Conditions, Special Provisions, and/or Specifications shall do so at the risk of Proposal rejection. Electronic signature using the Board's online Proposal System shall comply with this requirement.
- 7.3 Proposal Language / Currency: Proposers must submit their Proposal in the English language and Proposal pricing must be in Dollars of the United States of America.
- 7.4 Freight and Shipping: Proposal 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.
- 7.5 Tax Exempt 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.
- 7.6 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, Proposer must note the difference on an attached document that details the exception(s) to specifications. Failure of the Proposer to make the required acknowledgements may cause the Proposal 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 Proposer has purported it to be in its Proposal, said Successful Proposer will be required to correct any deficiencies without additional cost to the Board.
- 7.7 Proposer Requirements: The Proposer must have demonstrated experience in the successful completion of Scope of Work / Specifications of a similar nature and scope. The Successful Proposer must take prime contractor responsibility, including the management and performance of all subcontractors and products (goods) provided.

## 7.8 Solicitations Including Requirements for Goods

- 7.8.1 **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. 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. Other makes and models may be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.
- 7.8.2 Proposals offering "equal" products will be considered for award if such products are clearly identified in the Proposals and are determined solely by the Board to be equal in all material respects to the brand name products referenced.
- 7.8.3 Proposers must submit with their Proposal, complete manufacturer's descriptive literature and identification of the product being offered.
- 7.8.4 Proposers proposing products other than that specifically referenced 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 Proposer's expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Board.
- 7.8.5 Unless the Proposer clearly indicates in its Proposal that it is offering an "equal" product, its Proposal shall be considered as offering the brand name and product model referenced.
- 7.9 **Alternate Proposals:** Alternate Proposals may be considered only if the Proposer submits a Base Proposal based on the specifications provided in this Solicitation. Proposer must submit any Alternate Proposal separately from the Base Proposal and it must be clearly labeled as an Alternate Proposal. All Alternate Proposals must detail any modifications to product, service or performance modifications proposed in the Base Proposal. The Board reserves the sole right to accept or reject an Alternate Proposal.
- 7.10 **Proposer Costs:** Any costs that may be incurred to prepare responses, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and / or contract negotiations, if applicable, shall be the sole responsibility of the Proposer.
- 7.11 **Confidential or Proprietary Markings:** Any portion of the Proposal that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposing Firm, 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.

## 8 PROPOSAL FORMAT REQUIREMENTS

### 8.1 Overview

To facilitate and expedite the evaluation process, all information in the Proposal should be organized and presented as directed below. A Proposal may be deemed to be non-responsive and may be disqualified, at the Board's discretion, if the Proposal fails to comply with the following instructions.

#### 8.1.1 Proposal Organization

8.1.2 Each copy of the Proposal shall be submitted in a 3-ring binder.

8.1.3 Proposal text shall be typed in font no smaller than 10 point, on 8.5-inch by 11-inch paper, with one inch margins. Proposals shall be double sided single spaced for the entire submitted proposal document.

- 8.1.4 All Proposal sections shall be divided by the use of numeric index tabs. All pages within these sections shall be uniquely numbered for purposes of easy reference.
- 8.1.5 Proposals shall be assembled in accordance with the following format.
- 8.1.5.1 Cover Letter (1 page)**
- Include an explicit statement indicating that the Proposer, if successful, will be the Prime Contractor for the Work.
- 8.1.5.2 Table of Contents**
- Include references to sections and page numbers.
- 8.1.5.3 Disclosure Statements**
- 8.1.5.3.1 Proposer's disclosure and description of any outstanding legal issues and claims against it in connection with current Scope of Work / Specifications or other Scope of Work / Specifications undertaken in the last five (5) years.
- 8.1.5.3.2 The past fiscal year's audited financial statement of Proposer and most recent affirmative statement of financial capability.
- 8.1.5.3.3 Proposers shall include in their response a statement affirming that no member of the Board, no official or employee of the Board, and no member of any commission, committee, board or corporation controlled or appointed by the Board has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value. In addition, the firm shall furnish a statement that identifies any member of the Board and any official or employee of the Board who, the firm has reason to believe, would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm. Upon request by the Board's Vice President of Procurement and Materials Management or an authorized agent thereof, the firm shall respond to any questions relating to the subject of this section.
- 8.1.5.4 Addenda**
- The acknowledgement page(s) of all addenda issued by the Board shall be signed by the Proposer's authorized representative and submitted in this section.
- 8.1.5.5 Part 1 - Brief Executive Overview (4 page maximum)**
- 8.1.5.5.1 Introduction of the Proposer's company including history, location, qualifications, certifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), notable achievements, etc.
- 8.1.5.5.2 Overall summary regarding plans to meet Board requirements.
- 8.1.5.5.3 Identify proposed subcontractors, if any, by listing name, address, telephone and contact person. For each listed proposed subcontractor, include a brief history, qualifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), notable achievements, etc. Proposer shall state whether it has worked with the listed proposed subcontractors in the past, addressing contractual relationship, frequency and scope of work completed.
- 8.1.5.5.4 Proposers shall complete the forms titled "Organizational Summary Information" and "Business Disclosures" included in this Solicitation.**
- 8.1.5.5.4.1 Organization

Provide a brief history of your firm as it relates to the proposed business including the following:

- Year of Organization
- Year of initiation of credit/debit card processing business(es)
- Development of major business lines
- Nature of firm's ownership
- Nature of relationships with affiliated companies or joint ventures

8.1.5.5.4.2 What is the fiduciary classification of the financial institution that would be responsible for settlement of credit/debit transactions to the State? (Check all that apply)

\_\_\_\_\_ Bank - National  
\_\_\_\_\_ Bank - State  
\_\_\_\_\_ Other: \_\_\_\_\_

- a. Briefly describe your current business relationship with each bank.
- b. Provide length of time you have used the current funding bank institution.

8.2.4.5.4.3 Provide information on the extent of your commitment to credit/debit card services and the various processing methods. Include the number and experience of employees dedicated to this processing, your approach to product development, and any other information, which you feel to be significant.

8.2.4.5.4.4 Discuss the overall business objectives of your firm with respect to credit/debit transaction processing. Comment on any present or planned areas of emphasis over the next five years.

8.2.4.5.4.5 Briefly describe what distinguishes your firm from your competitors.

**8.1.5.6 Part 2 - Relevant Information (4 page maximum)**

8.1.5.6.1 Include in this section all other contractor and subcontractor information that is relevant to this Scope of Work / Specifications, if any, and is not included elsewhere. Proposers may include relevant company brochures, published articles, abstracts, etc.

8.1.5.6.2 Brochures, catalogs, pre-printed matter or other relevant information not suitable for inclusion within the proposal binder may be provided in loose form. This material shall be provided for the original and all copies. Each set shall be sealed in an individual envelope marked on the outside as follows:

Additional Information for Solicitation No.: \_\_\_\_\_  
Proposal Title: \_\_\_\_\_  
Deadline for Proposal Submittal: \_\_\_\_\_  
Name of Proposer: \_\_\_\_\_  
1 of N (N is the number of envelopes per set): \_\_\_\_\_

**8.1.5.7 Part 3 – Statement of Work and Project Schedule**

8.1.5.7.1 Identify all major project tasks and milestones for the Work to be performed by the Proposer.

8.1.5.7.2 If appropriate, identify all major project tasks and milestones to be performed by

subcontractors; group all project tasks by the associated subcontractor.

- 8.1.5.7.3 Describe how the Proposer plans to manage the Scope of Work / Specifications and identify the individual proposed as Project Manager, including their name, home base, and a brief overview of their background / rationale for selection.
- 8.1.5.7.4 Identify the anticipated responsibilities of Board staff as appropriate.
- 8.1.5.7.5 List other project team members and their roles. Include all resources required for the Scope of Work / Specifications.

**8.1.5.8 Part 4 - List of Exceptions/Substitutions (E/S)**

- 8.1.5.8.1 Although the Scope of Work included Project Requirements of the solicitation represents the Board's anticipated needs, there may be instances in which it is in the Board's best interest to permit exceptions to requirements and accept proposed alternatives.
- 8.1.5.8.2 It is extremely important for the Proposer to make clear where exceptions to the Scope of Work are taken and how substitutions shall be provided. The Board does not recognize strikeouts, deletions, or changes to Solicitation documents. Therefore, exceptions, conditions, clarifications and/or substitutions to the provisions of the Board's requirements must be clearly identified as such, in accordance with Paragraph below, "Response Definitions." If the Proposer does not make it clear that an exception is taken, the Board shall assume the Proposer is responding to and shall meet the Board's stated requirements.
- 8.1.5.8.3 Response Definitions - The following definitions and abbreviations are to be used by the Proposer in any list when referencing compliance (CO), exception (E), or substitution/clarification (S) in the Proposer's response. The following definitions apply: CO = COMPLIANT - Compliant with or exceeds specification/requirement as stated, the feature, functionality, service or requirement shall be met or provided; E = EXCEPTION - The feature, functionality, service or requirement shall not be provided for the following reason; S = SUBSTITUTION OR CLARIFICATION – The Proposer offers something other than is appears to be stated in the Board's requirements or Proposer desires to define in alternative language the requirement to avoid any misunderstanding and/or to define the Proposer's understanding of the requirements.
- 8.1.5.8.4 Identify each CO/E/S by clearly referencing the page number, section number, subsection number, item number or letter, and, if necessary, paragraph, or line number.
- 8.1.5.8.5 Identify each item clearly as compliant, exception, or substitution. It is not necessary to include the entire text of a particular section or subsection. However, for ease of reference, Proposers may use portions of the solicitation's text, if helpful in explanation.
- 8.1.5.8.6 For substitutions/clarifications, provide an explanation of the difference between what the solicitation requests and what is proposed. The Board is open to other means of accomplishing the requested Work. Proposers must explain why they believe their method of accomplishing the Work is equal to or better than that specified by the Board.
- 8.1.5.8.7 For any exception(s) taken, provide a rationale in as much detail as possible.
- 8.1.5.8.8 Begin responses to the major sections of the solicitation on a new page.
- 8.1.5.8.9 Exceptions to the Sample Contract, including any attachments: Exceptions, conditions, or qualifications to the provisions of the Board's Contract documents, if any, must be clearly identified as such (by page, paragraph, line, word and number), followed by the proposed alternate language. The Board shall consider the number and substance of alterations to the Board's Contract documents as a factor in determining the most advantageous response.

**8.1.5.9 Part 5 – Management (4 page maximum, excluding resumes)**

- 8.1.5.9.1 Identify inherent Scope of Work / Specifications challenges and the overall plan for meeting project management challenges and requirements.
- 8.1.5.9.2 Identify all major project tasks and milestones for Work to be performed by the Contractor.
- 8.1.5.9.3 Identify all major project tasks and milestones for Work to be performed by the subcontractors, if any. Group all project tasks by their associated Subcontractor.
- 8.1.5.9.4 Describe how the Proposer plans to manage this Scope of Work / Specifications and identify the individual who will function as the project manager, including name, home base and brief overview of their qualifications. Include, at the end of this section, the proposed project manager's resume.
- 8.1.5.9.5 List other project team members and their roles. Include all human resources contributing to the Scope of Work / Specifications and their respective major area of responsibility in this project as well as the percentage of time to be spent on this project. Include the resumes (biographical information) at the end of this section for all proposed program personnel.
- 8.1.5.9.6 Provide a proposed project organizational chart, identifying reporting structure and area(s) of responsibility for each team member who will contribute to the Project.
- 8.1.5.9.7 Provide a Quality Control (QC) plan for service delivery.

**8.1.5.10 Part 6 - Implementation**

- 8.1.5.10.1 The Proposer must provide a preliminary implementation plan, based on their understanding of the Work to be performed. This plan must provide time spans from the date of Notice to Proceed to completion of the Work (e.g., 120 days, not specific dates, i.e., 07/01/09). The Proposer must show the various phases of the project in Gantt Chart Format. The plan should cover all key phases and steps in the Scope of Work / Specifications, from Contract award through final acceptance of the Work.
- 8.1.5.10.2 Provide a brief narrative description of the schedule for the Work addressing key milestones.
- 8.1.5.10.3 Describe the proposed approach/procedures for meeting acceptance requirements. Provide a sample acceptance test plan methodology.
- 8.1.5.10.4 Provide a narrative description of the plan for performing any optional task(s), including overall approach, schedule, and anticipated outcome.
- 8.1.5.10.5 Provide a flowchart for each department's card processing from the presentation of card by customer to the final DFW settlement payment (refer to SOW, Section 2 list of Board Departments)

**8.1.5.11 Part 7 - Reference List/Experience (1 page per reference)**

- 8.1.5.11.1 FOR THE PRIME CONTRACTOR - Provide a list of five (5) different and most recent entities for which Work has been completed. The reference list must include public entities for which Work of similar scope and complexity has been completed by the Proposer. Include the following information:

- Company/Entity name
- Address
- Contact names (IT, project leader, and functional contacts)
- Phone number
- Facsimile number
- Email addresses (if known)

- 8.1.5.11.2 Provide the following information for at least two (2) completed projects:
- Original Contract Price Versus Final Contract Price
  - Original Contract Implementation Date Versus Actual Implementation Date
  - Critical Steps Summary
  - Project Plans Summary
  - Total Resources Allocated
  - Key Personnel by Name and Role
- 8.1.5.11.3 Provide the following additional information for all on-going and incomplete projects:
- Percent of Project Completion
  - Key Personnel by Name and Role
  - Percentage of Each Key Person's Time Allocated to Listed Project
  - Scheduled Completion Date
  - Identify Potential Time/Personnel Conflicts with Work on This Contract and the Proposed Work
- 8.1.5.11.4 List all clients that have in the past two (2) years, terminated their contract prior to the contract's original completion date, including decisions by the client not to exercise remaining contract option years. For any contracts listed, give the reason for termination (if known) and the names and telephone numbers of the client official responsible for administering the contract.
- 8.1.5.11.5 FOR EACH SUBCONTRACTOR (if any) - Provide a list of at least five (5) different and most recent companies for which Work has been completed by the Proposed Subcontractor. The reference list should include first public entities for which Work of similar size and complexity has been completed by Proposed Subcontractor. Include the following information:
- Company name
  - Address
  - Contact names (IT, project leader, and functional contacts)
  - Phone number
  - Facsimile number
  - Email addresses, if known.
- 8.1.5.12 Part 8 - Pricing**
- Proposal pricing shall be assembled and presented in accordance with the format and instructions of this solicitation.
- 8.1.5.13 Part 9 – Minority/Woman Owned Business Enterprise (M/WBE) Participation**
- 8.1.5.13.1 Submit a historical description of Proposer's Affirmative Action efforts for employment of minorities and women and M/WBE involvement/utilization on past projects.
- 8.1.5.13.2 Submit Affirmative Action Plan and/or Policy Statements; to include goals with respect to hiring staff for the proposed project. Such plan shall include, but not be limited to, goals for women and minorities for management and non-management positions, and outreach efforts.
- 8.1.5.13.3 Submit the proposed plan for M/WBE involvement (subcontractor, joint venture, partnership, etc.) to support the Board's commitment to promote active M/WBE participation, if applicable.
- 8.1.5.13.4 Present statistics on company-wide work force composition (company or business structure applicable to project) by sex and race/ethnic make-up.

8.1.5.13.5 Include the following completed forms in this part of the proposal:

- Work Force Composition Form
- Schedule of Subcontractors
- Intent to Perform/Contract as a Subcontractor, as appropriate.
- Subcontractor/Supplier Bid Tabulation List.

## 9 SUBMITTAL OF PROPOSALS

**9.1 The Board will accept Proposals no later than the Deadline for Proposal Submittal in hard copy form. The Board will not consider late Proposals under any circumstances. All Proposals submitted in response to this RFP shall become the property of the Board and will not be returned to the Proposer.**

9.2 Hard Copy Proposals must be signed, sealed in an opaque envelope or container, and delivered to the Board's Procurement and Material Management (PMM) Offices. Unsigned, unsealed or late Proposals will not be considered. The Proposer must submit one original and **5** exact copies of each proposal. The Proposal submittal must be clearly marked with the Solicitation Number, Proposal Due Date and Time and addressed to the attention of the PMM Department.

9.3 Proposer must provide all information requested in this Solicitation for a Proposal to be considered responsive.

9.4 All Proposers must organize their response in accordance with the instructions in the Proposal Format Requirements Section of this Solicitation.

9.5 The Solicitation is structured to elicit substantive responses to each question or statement of requirement. Responses such as "Comply" or "Acknowledge" with no explanation are strongly discouraged. Use of such terms will be taken to mean the Proposer agrees to fully comply with the section in the way intended by the Board.

## 10 PROPOSAL RECEIPT / EVALUATION OF PROPOSALS

10.1 Responses to this Solicitation (Proposals) become the exclusive property of the Board. Proposals will be opened by the Board so as to avoid disclosure of contents to competing Proposers and kept secret during the process of negotiation. **Proposals will not be publicly read.** After Contract award, all proposals submitted become a matter of public record and, upon request, shall be open for public inspection, with the exception of those portions of each proposal that are defined by the Proposer as business or trade secrets and are clearly marked as "Trade Secret," "Confidential" or "Proprietary."

10.2 After Proposals are opened, they will be evaluated on the basis given in the specifications/Scope of Work and as described in the "Evaluation Criteria" Section of this RFP. Until final award of a contract, the Board reserves the right to reject any or all Proposals, to waive technicalities, or to proceed with a Contract for the services otherwise as deemed in the Board's best interest.

10.3 The Board reserves the right to require additional information from any or all Proposers 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 Proposer's performance, and/or (c) to determine the accuracy of the Proposal information. As part of said investigations, the Board may interview and/or visit companies or public entities listed as references.

10.4 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.

## 11 PROPOSAL AWARD

11.1 If a Contract is awarded as a result of this Solicitation, it will be made by the Board to the Proposer whose Proposal is determined to be the most advantageous to the Board, taking into consideration

the relative importance of price and other evaluation factors, as identified in the Evaluation Criteria Section of this Solicitation.

11.2 Proposals shall remain valid for ninety (90) days after the Deadline for Proposal Submittal.

11.3 The Board reserves the right to make multiple awards if deemed in its best interest to do so.

## 12 CONTRACT WITH THE BOARD

12.1 A Proposal, when accepted by the Board will constitute a Contract between the Board and the Successful Proposer. 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 Proposer and the Board. After Proposal acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

12.2 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.

- Negotiated Contract Terms, if applicable
- Addenda, if applicable
- Solicitation Specifications / Scope of Work
- Special Provisions
- General Terms and Conditions
- Contractor's Proposal

12.3 Proposer 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.

12.4 Proposer 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.

12.5 Proposer 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.

## 13 DETERMINATION OF NON-RESPONSIBLE PROPOSER

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

13.1 Reason for believing collusion exists among the Proposers.

13.2 Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the work contemplated.

13.3 Where the Proposer, 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.

13.4 The Proposer being in arrears on any existing Contract or having defaulted on a previous Contract.

- 13.5 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.
- 13.6 Uncompleted work that, in the judgment of the Board, will prevent or hinder the prompt completion of additional work if awarded.
- 13.7 Where the Proposer, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.
- 13.8 Where a Proposer 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.
- 13.9 Where a Proposer, its subcontractor, or individual officer/principal of the Proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.

#### 14 DETERMINATION OF NON-RESPONSIVE PROPOSAL

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

- 14.1 The Proposal shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate Proposals, or irregularities of any kind, in the sole determination of the Board.
- 14.2 Proposal received after the time limit for receiving Proposals.
- 14.3 Proposal was not signed.
- 14.4 Unbalanced value of any items.
- 14.5 Improper or insufficient Proposal guaranty, if required.
- 14.6 Proposal did not meet specifications.
- 14.7 Proposal did not contain all requested/required documents, submittals and/or samples.

#### 15 REJECTION OF PROPOSALS

- 15.1 The Board will automatically reject any Proposal that is submitted after the Deadline for Proposal Submittal, and return it unopened.
- 15.2 Until a Contract is executed, the Board reserves the right to reject any or all Proposals, 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.

#### 16 WITHDRAWING PROPOSALS

Proposals submitted to the Board cannot be withdrawn prior to the Deadline for Proposal Submittal. Request for non-consideration of Proposals must be made in writing to the Vice President of Procurement and Materials Management and received by the Board prior to the Deadline for Proposal Submittal. A Proposal for which non-consideration is properly requested may be returned unopened. A Proposal may not be withdrawn after the Proposals have been opened, and the Proposer, by submitting a Proposal, warrants and guarantees that the Proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such Proposal will not and cannot be withdrawn because of any mistake committed by the Proposer.

### **END OF PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

## **EVALUATION CRITERIA**

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- 1 The evaluation criteria or elements listed below will be used to determine which proposal response is most advantageous to the Board. Said determination will be made in the Board's best interest, and shall therefore be considered final. Responses received to this solicitation will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. The response to the requirements of the solicitation and Scope of Work as well as the proposed prices will be used in the Board's evaluation. The Board's evaluation team reserves the right to shortlist firms based upon scores/ratings received during the evaluation process. Scoring the Section 3.3 below is the exclusive responsibility of the Board's Small and Emerging Business Department's committee representative. Scoring of Section 3.4 below is the exclusive responsibility of the Board's Procurement and Materials Management Department's committee representative. Generally, all of the available points are awarded to the "acceptable" proposal offering the lowest price. A percentage of the available points are then assigned to other acceptable proposing firms, based on the percentage of difference between their pricing and that offered by the lowest priced proposing firm. Note that a proposing firm who is otherwise acceptable and proposes a price greater than double that of the lowest priced proposing firm with an acceptable proposal would receive zero points in this "Price" category.
- 2 Discussions may be conducted with finalist firms as determined by the evaluation team. Proposers shall be treated fairly and equally with respect to any opportunity for discussions and revisions of Proposals. Inasmuch as the Board may not request best and final offers, Proposers are strongly urged to provide competitive pricing since revisions may not be permitted after submissions and before the award of the Contract.
- 3 The evaluation criteria are listed below in the order of their relative importance:
  - 3.1 Technical/Compliance with the Scope of Work (30 Points). This category will be evaluated based on:
    - Overall understanding of the Board's requirements and appreciation of inherent technical challenges
    - Compliance with and overall approach to Statement of Work tasks
    - Processing support for multiple "brands" and types of cards
    - Transaction processing and settlement
    - Uncollected Funds Processing Plans for performing any optional tasks
    - Ability to provide on-going/long-term system maintenance and support services
    - Reporting capabilities
  - 3.2 Management (30 Points). This category will be evaluated based on:
    - Experience of the Contractor Team in performing similar work; rationale for selection of team members
    - Plans for managing the project, including subcontractors, and plans for meeting project reporting requirements
    - Rationale for assignment of roles and personnel
    - Rationale and realism of the proposed project schedule.
    - Minimum of 5 client references for installations with similar functionality and complexity within the last 5 years
    - Any airport installations begun within the past 5 years
    - Ability to adapt to and meet installation requirements and to provide technical enhancements at other installations
    - Length of time providing similar systems
    - Financial Strength of Proposer and proposed sub-contractors
    - Teaming arrangements
    - Number, type, and qualifications of software development staff

- Proposer's past relationship with the Board
- Reputation of Proposer, including litigation/claims history and reputation for honoring contract and indemnity obligations
- Reputation of goods or service proposed
- Proposed Project Manager (1) Experience (2) Work on similar projects
- Composition, qualifications and availability of proposed installation/implementation team
- Current/pending projects of Proposer and team/availability to complete compliant system on schedule.
- Strength of proposed project management and installation/implementation team.

3.3 Customer Service (10 Points). This category will be evaluated based on:

- On-site service response times
- Technical evaluation and support
- On-site consulting
- Service Level Agreements (SLA)

3.4 Affirmative Action and M/WBE Participation (10 Points). This category will be evaluated based on:

- Firm(s) presented an Affirmative Action Plan and/or policy to the Board.
- Firm(s) provided a Supplier Diversity Program and/or policy and information on purchasing spend with M/WBE firms for the last three (3) years, if available.
- Firm (s) provided a commitment to conduct one (1) outreach conference for prospective local M/WBE firms.

Please refer to the Board's M/WBE Policy Section in the Special Provisions for details about the policy and the Board's M/WBE participation goal for this Contract.

3.5 Price (20 Points). The Price will be evaluated based on the cost of the Work and overall Scope of Work / Specifications cost.

**END OF EVALUATION CRITERIA**

## **SPECIFICATIONS / SCOPE OF WORK**

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### **1 INTRODUCTION / GENERAL OVERVIEW**

The DFW Airport Board is in the process of selecting a Proposer for Payment Processing Services (PPS) for the Board's departments that currently and potentially accept credit, debit, and gift cards for payment. The Board currently processes approximately 1,500,000 transactions for approximately \$57,000,000. The Board is also in the process of selecting a new Parking System Contractor. The selected Proposer will have to integrate the PPS with the Board's current parking system and also be able to integrate with the new Parking system Contractor.

### **2 SPECIFICATIONS / SCOPE OF WORK**

2.1 The successful Proposer must support the requirements of the DFW International Airport's Board (Board) credit/debit applications used within the following Board Departments:

- Parking Operations (Plazas/Remote)
- Parking Guest Services (Administration)
- Department of Public Safety (DPS) Fire Training
- DPS Gun Range
- Ground Transportation
- Finance
- Parking ETC
- Parking Privileges
- Access Control Office (ACO)

2.2 In addition, the successful Proposer is expected to support future Board credit/debit implementation(s). Therefore, the ability to integrate the current credit/debit card acceptance into existing payment and accounting applications and the ability transition to future credit/debit card acceptance into existing payment and accounting applications has become very important.

2.3 During the past decade, the payment processing industry has made significant advances utilizing technology and integrated processing to offer faster, computerized delivery of services. The Board expects the successful Proposer will provide a leadership role in the development and implementation of evolving credit card processing technologies.

#### **2.4 Processing Support for Multiple "Brands" and Types of Cards**

2.4.1 The selected Proposer must provide processing for multiple "brands" and types of cards. The Board currently accepts all of the following credit/debit cards: MasterCard, VISA, Discover, Diners Club and American Express.

2.4.2 The selected Proposer must work with the Board to establish "floor limits", which are limits that someone can charge on the credit card without requiring a signature.

2.4.3 The selected Proposer must be able to support the production, acceptance and accounting for the Board's Gift Card/Loyalty Program cards. This includes loading, decrementing, enabling, disabling, usage reporting and printing of the cards. The cards are printed using four colors.

2.4.4 The selected Proposer must support virtual midnight processing. DFW process a day's transactions on a virtual midnight timeframe. Virtual midnight allows all transactions past midnight to be captured and processed in the same day the transactions close by 1:30 a.m. Please describe how this will be handled by your system.

## **2.5 Transaction Processing and Settlement**

- 2.5.1 The selected Proposer must be able to process transactions and accept settlement and settlement of transactions through the transfer of files through a secure, appropriate format. The methods of application varies by department from standard point of sale equipment, to various types of software data capture via personal computer, to internet-based applications using third party Proposers such as IRMS.
- 2.5.2 The selected Proposer must:
  - 2.5.2.1 Provide for authorization codes as required by individual departments.
  - 2.5.2.2 Provide gross settlement using the Automated Clearing House (ACH) to designated Board's bank accounts for all payment and credit records processed.
  - 2.5.2.3 Ensure that the ACH record provides sufficient identifying information related to the merchant number to enable the Board to determine which department and/or section is to receive the funds.
  - 2.5.2.4 Provide and support research and problem resolution related to transaction and/or settlement discrepancies.

## **2.6 Uncollected Funds Processing**

The selected Proposer must be able to provide reporting and support for the Board's Uncollected Funds process (UCF). This includes providing a means to allow for parking operation department to apply debits or credits to accounts that require adjustments. In addition, the cashier lane's credit card devices must have the ability to read driver's license magnetic stripes and capture embedded tracking information (customer's contact/billing information).

## **2.7 Reporting**

- 2.7.1 Reporting capabilities must be flexible enough to allow each the Board department to choose the report that meets their individual need. Each department may or may not choose the same reports or reporting frequency and the system must allow for that. In addition, an ad hoc reporting tool should be provided.
- 2.7.2 Provide daily, weekly and monthly detail and summary reports electronically to each individual the Board department. The reports should provide enough detail information needed to apply the receipt of payment to the proper accounts and reconcile fees. Depending on the department and/or the application, there may be varying requirements in the amount of detail required.
- 2.7.3 Proposer shall provide standard system reports plus any ad-hoc reports related to Scope of Services. The Board desires the following reports:
  - 2.7.3.1 Proposer's system shall efficiently produce accurate reports.
  - 2.7.3.2 Proposer's system shall allow generation at a daily, weekly, monthly, or fiscal year basis. Reporting system shall provide for date range capability.
  - 2.7.3.3 All standard reports shall be generated on demand or as scheduled by the Board. Reports and screen queries must be displayed on the computer monitor. In addition, printed upon demand or downloaded into an Excel spreadsheet by user discretion.

- 2.7.4 The Proposer must provide the Board the methodology to schedule and distribute reports for automatic generation and printing.
- 2.7.4.1 The Proposer must provide the Board the capability and access to extract data from the Proposer database (adhering to all PCI-DSS compliancy).
- 2.7.4.2 The Proposer shall create all ad-hoc reports from the report server.
- 2.7.5 The following section represents report and data types the Board requires and is not intended to be all-inclusive:
- 2.7.5.1 Transaction detail for credit cards
- 2.7.5.1.1 By terminal with grand totals at the end of the report.
- 2.7.5.1.2 By terminal with grand totals.
- 2.7.5.1.3 By cashier.
- 2.7.5.1.4 Data that summarizes the Activity for all departments, by card type and include gross sales, returns, net sales and transaction counts.
- 2.7.5.1.5 Provide a sample of all reports available and file specifications for the data file.
- 2.7.5.2 Transaction detail for debit cards
- 2.7.5.2.1 By terminal with grand totals at the end of the report
- 2.7.5.2.2 By terminal with grand totals –
- 2.7.5.2.3 By cashier
- 2.7.5.2.4 Merchant disbursement notice summary by terminal
- 2.7.5.2.5 Reports detailing deposits by date by terminal.
- 2.7.5.2.6 Data that summarizes the Activity for all departments, by card type and include gross sales, returns, net sales and transaction counts.
- 2.7.5.2.7 Provide a sample of all reports available and file specifications for the data file

## **2.8 Billing and Administration**

- 2.8.1 Provide a monthly invoice to each the Board Department for all transaction costs (processing fees and other fees) associated with the payment and credit records processed. Include sufficient back up documentation to support all costs invoiced, including breakout by card type and/or transaction type, gross sales, returns, voids, net sales and transaction counts.
- 2.8.2 Establish merchant numbers and terminal identification numbers as needed so that the Board can to identify each location processing transactions. Within the hierarchy of numbering systems, the ability to assign a unique location number is required. The specific requirements from department to department may vary.
- 2.8.3 The Board departments/applications include:
- Parking Operations ( Plazas/Remote)
  - Parking Guest Services (Administration)
  - DPS Fire Training
  - DPS Gun Range
  - Ground Transportation
  - Finance
  - Parking ETC

- Parking Privileges
- Access Control Office (ACO)
- Individual locations within sections/programs that may be identified

The Board will require invoicing and cost breakout down to the department level. Provide a sample invoice with backup documentation.

## **2.9 Training and Consulting**

- 2.9.1 Provide training to each department's personnel as required related to payment and credit/debit card processing requirements, such as, but not limited to procedures for handling retrieval requests, credits, charge backs, accessing reports and transaction data, and/or other processes and procedures that may be required.
- 2.9.2 A minimum of 500 Board personnel shall require training. Proposer to accommodate all shifts as the Board operates on a 24/7 basis.
- 2.9.3 Work in consultation with the Finance Department and other the Board department personnel contemplating implementation of credit/debit card applications, to advise the department regarding the most cost efficient alternative and/or innovative solution. Some proposed solutions may be executed by contract delivery order as provided in this Section 2.15.

## **2.10 Equipment and Software**

Provide equipment and software necessary for Board departments to process credit/debit cards, and future applications for new agencies accepting credit/debit cards. Please note that the Board's existing credit card system is a stand-alone system not integrated with Parking Operations. The Board's Access Control Office (ACO) credit card processing is integrated with a third party software application (IRMS).

## **2.11 Transition**

Provide for the smooth transition of the required services for the Board departments.

## **2.12 Testing of New Parking Application**

- 2.12.1 The Board is currently in the process of replacing the current parking control system. The vendor for this project has not been identified/selected yet. As the new parking system is implemented, our current credit card processing procedures are expected to change.
- 2.12.1 The selected vendor must be able to provide test plans, test scripts and personnel to adequately test the new processes. The selected vendor must be able to provide interfaces to the selected Parking Control System (PCS) vendor.

## **2.13 Test Bed Functionality**

The test bed shall be located at the selected Proposer's facility and provide all functionality necessary to fully test new or revised PCS functionality prior to implementation in the lanes. The test environment shall mirror production equipment and shall operate with the same software application version.

## **2.14 Other/Future Services**

- 2.14.1 The Board is exploring various innovative service delivery approaches. The selected vendor is expected to stay abreast of emerging technologies involving credit card processing and work with the Board staff to provide more efficient and effective processing options.
- 2.14.2 The selected vendor is expected to support future the Board implementation(s) with requirements that fall within the scope of this request for proposal (RFP) document. It is understood that additional the Board departments would be supported under the same terms and conditions as the specific applications.
- 2.14.3 The selected vendor must be able to accept transactions from various departments and system interfaces for internet processing or provide an internet processing solution. Any vendor provided internet solution must employ current encryption standards established through PCI compliance requirements.
- 2.14.4 It is recognized that one vendor probably cannot provide solutions to all future processing services requirements at the Board. However, the vendor should be able to partner with other third parties to provide varying solutions to meet the Board specific applications.

## **2.15 Delivery Orders**

- 2.15.1 Any work not specified in the above scope of work, will be performed under individual Delivery Orders. The number of Delivery Orders to be issued is unknown. The total amount of all Delivery Orders issued under the Contract shall not exceed the **\$300,000**. Work within this contract may at time be inside the Airport Air Operation Area (AOA) of the Dallas/Fort Worth International Airport.
- 2.15.2 Additional work accomplished under the Contract(s) will be performed by Lump Sum Delivery Orders as described below.
- 2.15.3 The Board shall provide Proposer the scope of the individual requirement. The Proposer shall then prepare and submit to the Board a Proposal further defining and restating the scope, and providing a line item proposal of the individual tasks, quantities, and cost in accordance with established Unit Pricing.
- 2.15.4 For purposes of this Contract, a Delivery Order is a unit of work assigned within the Contract, but separated from other units of work by scope of service to be performed, Delivery Order (DO) numbers are assigned sequentially beginning with number 1. Where the title Task Assignment is used in these specifications or elsewhere, it shall be construed as meaning Delivery Order.
- 2.15.5 For each DO, the Proposer shall provide on-site Management Personnel (RCDD or higher) authorized to be in charge of the Project and act as liaison in all aspects of the negotiations, scheduling and bidding of the Project.
- 2.15.6 The Proposer will be required to complete all work according to the provisions contained in the DO and this contract, and within the established DO amount. In the event of a conflict in the language of this Contract and the language of the Delivery Order, the language of this Contract shall control, unless and to the extent, the DO explicitly states otherwise.
- 2.15.7 If a Change in Scope occurs after a DO has been executed, a Delivery Order Revision to the DO will be negotiated with the Proposer. After an agreement has been reached, a formal Delivery Order Revision outlining the specifics agreed to will be executed incorporating the changes.
- 2.15.8 Proposer is not allowed to solicit bids from its subsidiaries without prior written permission from the Procurement and Materials Management Department.

## **2.16 Changes in Scope**

The Board is currently in the process of replacing its current Parking System. The Parking unit overall consists of 96% of all credit/debit card transactions. The above scope of work is based on the current parking system and current business process. The successful Proposer will be required to work in the current parking system and be flexible to work with the new parking system and vendor. This flexibility means that the successful Proposer may be asked to add or subtract services with no interruptions to the Boards day-to-day operation and without drastic changes in the overall fees per transaction.

**END OF SPECIFICATIONS/SCOPE OF WORK**

## **SPECIAL PROVISIONS**

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### 1 CONTRACT TERM

- 1.1 This Contract, if awarded, shall be for an initial **three (3)-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.
- 1.2 This Contract, as executed, shall include the **options to renew on an annual basis**, under the same terms and conditions, with said options to be exercised solely at the Board's discretion.
- 1.3 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:
- 1.4 Such adjustment is solely for the purpose of accommodating an increase in the Contractor's cost, not profits;
- 1.5 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.
- 1.6 The percentage change between the prevailing rate and the requested rate does not exceed the percentage change between the Consumer Price Index that was in effect at the beginning of the existing Contract period and the one in effect at time of request for rate increase.
- 1.7 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.

### 2 INSURANCE PROVISIONS

#### 2.1 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.

#### 2.2 GENERAL REQUIREMENTS

- 2.2.1 You shall, at your own expense, maintain in effect not less than the following coverages and limits of insurance, which you shall maintain with insurers, policy forms and deductibles satisfactory to us. If your coverage fails to comply with these requirements, you agree to amend, supplement or endorse the existing coverage to comply, at no additional cost to us, and to maintain such insurance through the end of the contract, warranty period, or other specified time period, whichever is longer. ANY deviation from the requirements outlined below requires the prior written approval of the Board's Assistant Vice President of Risk Management.
- 2.2.2 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.

2.2.3 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"***

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

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

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

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

2.3 REQUIRED COVERAGE AND LIMITS

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

2.3.1.1. 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.

2.3.1.2. 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 B.

2.3.2 **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**

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

2.3.2.2. 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.

- 2.3.2.3. 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.
- 2.3.2.4. All Liability policies must provide unlimited defense costs in excess of policy limits.
- 2.3.2.5. All liability policies shall name the Board and the Cities (as defined above) as “Additional Insureds,” including coverage for Products/Completed Operations.
- 2.3.2.6. All liability shall include Broad Form Contractual Liability covering the indemnification provisions of our contract.
- 2.3.2.7. 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.
- 2.3.2.8. All liability policies must contain a “severability of interests” provision.
- 2.3.2.9. All liability policies must cover cross-suits between insureds.
- 2.3.2.10. 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.
- 2.3.2.11. If the contractor’s operations involve any construction, no liability policy shall contain exclusions for hazards of explosion (“X”), collapse (“C”) or underground (“U”).
- 2.3.2.12. If the contractor’s operations involve any construction, reconstruction, repair or similar work, no liability policy may contain any exclusion for such work.

**2.3.3 Business Automobile Liability**

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

- 2.3.3.1. 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.
- 2.3.3.2. Auto pollution liability coverage is required on vehicles hauling hazardous cargo.
- 2.3.3.3. 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.

**2.3.4 Professional Liability Insurance..... \$1,000,000**

- 2.3.4.1. Your policy must cover the type of professional service you will provide in fulfilling your contract with the Board.
- 2.3.4.2. 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.

**2.4 ADDITIONAL REQUIREMENTS**

- 2.4.1 If your vehicles carry materials belonging to others in connection with our contract, you must carry Cargo Liability coverage, at least equal to the highest value of property to be carried on a single vehicle, with terminal coverage at least equal to the highest value of property at one terminal, owned or controlled by you.
- 2.4.2 If you will store, warehouse, or otherwise have custody of property belonging to others in connection with our contract, you must have Warehousemen’s Liability, Bailee’s Customers’

Goods, Garage-Keeper's Legal Liability or equivalent coverage at least equal to the highest value of property in your custody.

- 2.4.3 If you use rented equipment or tools on our job site or premises, you must carry Rented Equipment coverage sufficient to repair or replace damaged equipment.
- 2.4.4 If your work involves administration of Airport Funds, you must furnish a Third Party Fidelity Bond that must remain in effect for the term of the contract, as modified and/or extended. The Board shall be named as "Loss Payee".
- 2.4.5 Should this Contract require the use of Subcontractors, it will be the sole responsibility of the General Contractor to either require Subcontractors to provide and maintain the insurance limits and coverages required herein or provide said insurance coverage for the subcontractor by designating the Subcontractor as an additional insured either by a blanket additional insured endorsement, or by specific endorsement.
  - 2.4.5.1. The General Contractor shall verify that such Subcontractors are in compliance with all contractual insurance requirements.
  - 2.4.5.2. The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.
  - 2.4.5.3. Access to the Air Operations Area will not be granted without verification of insurance coverage as required.

## 2.5 CERTIFICATION OF INSURANCE

- 2.5.1 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](http://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).
- 2.5.2 **Paper, faxed or e-mailed insurance certificates are NOT acceptable.**
- 2.5.3 You shall cause your insurance agent, broker or insurer to enter any restrictive or exclusionary provisions or endorsements that may affect you, us, and those required to be named as Additional Insureds, into "Special Exclusions" in Ins-Cert.com.
- 2.5.4 You further agree, upon our oral or written request, to furnish copies of your policies, certified by an authorized representative of the insurer(s), within ten (10) days of request.
- 2.5.5 All of your insurance policies shall contain a provision that written notice shall be given to the 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).
- 2.5.6 Upon execution of the contract or prior to commencement of work, whichever is first, you shall have your insurance agent(s), broker(s), or Insurer(s) enter your policy information into [www.Ins-Cert.com](http://www.Ins-Cert.com), and link your policy data to us. You shall cause your insurance data to be kept current on Ins-Cert.com for the period of time you are liable for your product or work, but not less than through the warranty period of our contract.

- 2.5.7 No policy submitted shall be subject to limitations, conditions or restrictions that are inconsistent with the intent of the Insurance Requirements to be fulfilled by you. The Board's decision thereon shall be final.
- 2.5.8 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.
- 2.5.9 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.

### 3 DISADVANTAGED / MINORITY / WOMEN BUSINESS ENTERPRISE (DMWBE) PROVISIONS

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

#### 3.1 GENERAL REQUIREMENTS

- 3.1.1 It is the policy of the Dallas/Fort Worth International Airport Board of Directors ("Board") to support the growth and development of disadvantaged, minority and woman-owned businesses that can successfully compete for Board prime contracting opportunities.
- 3.1.2 The Board's Business Diversity and Development Department (BDDD) is tasked to ensure compliance with and implement the Board's DMWBE policy and procedures. BDDD has the mission to proactively facilitate and maximize business and capacity building opportunities for minority and women businesses by collaborating with internal customers and implementing effective innovative programs and approaches for prime, subcontracting and revenue generating opportunities.
- 3.1.3 The Contractor or Consultant (referred to hereinafter as "Contractor") specifically agrees to comply with all applicable provisions of the Board's DMWBE Policy and Procedures Manual and any amendments thereto. DMWBE and Non-DMWBE subcontractors/subconsultants also agree to comply with all applicable provisions of the Board's DMWBE Policy and Procedures Manual.

#### 3.2 GOALS AND GOOD FAITH

Notification is hereby given that a DMWBE contract specific goal has been established for this Contract. The applicable DMWBE goal/commitment is **zero percent (0%)** of the total dollar value of this Contract including any change orders and/or modifications.

### 4 BOARD'S RIGHT TO INSPECT AND AUDIT

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

computer-based records or transactions that the Board determines to be necessary to conduct the audit. There shall be no charge to the Board for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transaction stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrieval requested, within seven (7) calendar days.

- 4.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the Board's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. The Board shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.
- 4.4 The Contractor shall insert an item containing all these Audit provisions, including this paragraph, in all subcontracts hereunder except altered as necessary for the proper identification of the contracting parties and the Board under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder, shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.
- 4.5 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.
- 4.6 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract

**END OF SPECIAL PROVISIONS**

## **GENERAL TERMS AND CONDITIONS**

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### **1 ASSIGNMENT**

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

### **2 CHANGES IN CONTRACT**

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

### **3 CHARACTER OF WORKERS, METHOD AND EQUIPMENT**

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

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

3.2.1 Neglect of duty.

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

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

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

3.2.5 Possession of a weapon on Airport property.

3.2.6 Organizing or participating in any form of gambling.

3.2.7 Misuse of equipment, computers or internet access.

3.3 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.

3.4 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.

3.5 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 nor in Contract time as a result of authorizing a change in methods or equipment under this subsection.

#### 4 CODE OF BUSINESS ETHICS

4.1 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](http://www.dfwairport.com).

4.2 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.

4.3 Any questions related to the interpretation of this Section shall be directed to the Airport Board's General Counsel.

4.4 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.

#### 5 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.

#### 6 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.

#### 7 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

7.1 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.

- 7.2 In addition, at its own expense, the Contractor shall:
  - 7.2.1 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.
  - 7.2.2 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.
  - 7.2.3 Provide competent supervisors and workmen;
  - 7.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;
  - 7.2.5 Perform the Work without unnecessarily interfering with Board operations;
  - 7.2.6 Provide all vehicles and tools as necessary for its use; and
  - 7.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

## 8 DELIVERIES OF PRODUCT(S)

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9 DELIVERY LOCATION

- 9.1 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 30<sup>th</sup> Street (Carbon Road)  
DFW Airport, Texas 75261

- 9.2 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).

10 DELIVERY / PERFORMANCE OF SERVICES

- 10.1 **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.**

- 10.2 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.

- 10.3 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.

- 10.4 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.

- 10.5 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.

- 10.6 All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the Board, free and clear of any materialman's, supplier's, or other type liens.

- 10.7 All work performed under this Contract, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type contract.

- 10.8 Authorized Board personnel on a routine basis will make inspections. The Contractor must correct any deficiencies in the work performance disclosed during such inspections following receipt of notification. Continued failure to take such corrective actions could, at the Board's discretion, lead to termination of the Contract.

- 10.9 Failure of Contractor to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Contractor in default.

- 10.10 Acceptance by the Board of any delivery shall not relieve the Contractor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the Board's right to request replacement of defective material.

- 10.11 The Contractor shall at all times when Work is in progress be represented in person, either by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Board.

## 11 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.

### 11.1 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.

## 12 FISCAL YEAR FUNDING

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

## 13 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.

## 14 INDEMNIFICATION AND HOLD HARMLESS

### 14.1 CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS,

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

14.2 **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.**

14.3 **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.**

15 **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.

16 **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.

17 **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) PARTICIPATION**

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

17.2 Additional M/WBE Program requirements, if any, shall be included in the Special Provisions Section of this Contract.

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

## 18 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.

## 19 NON-DISCRIMINATION

As a condition of this Contract, Contractor hereby covenants that it will take all necessary action to insure that, in connection with any Work under this Contract, it will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or Work performed hereunder for a minimum period of three years following final payment by 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.

## 20 NOTICE OF DELAYS

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice in writing to the Vice President of PMM, or designee, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the 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.

## 21 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.

## 22 PROTECTION AND RESTORATION OF PROPERTY

22.1 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.

22.2 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.

23 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.

24 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.

25 TAX EXEMPTION STATUS

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

26 TEMPORARY SUSPENSION OF THE WORK

26.1 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.

26.2 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.

26.3 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.

27 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES

In the event of a default by the Contractor of this Contract or of any one or more Delivery Orders issued hereunder, the Contractor shall be given written notice to cure. Such notice shall describe the default and may, but shall not be required to, recommend a remedy to the default. The Contractor shall have seven (7) days to respond to the notice in writing, which notice shall describe the cure and any associated plan of action. The Contractor shall have thirty (30) days from the date of its receipt of the notice of default to cure the default. If the Contractor has not cured the default on the 31<sup>st</sup> 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.

28 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.

29 TERMS OF PAYMENT

29.1 Terms of payment to the successful Bidder will be contingent upon the terms provided in the Contract and based on invoices submitted to and approved by the Vice President of PMM or designee. Invoices shall be fully documented in accordance with the specifications.

29.2 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.

29.3 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.

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

29.5 Unless otherwise directed, invoices shall be submitted to:

Dallas/Fort Worth International Airport Board  
Finance Department  
P. O. Box 619428  
Dallas/Fort Worth Airport, Texas 75261-9428

30 THIRD-PARTY BENEFICIARY CLAUSE

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

31 WARRANTY INFORMATION

Manufacturers' standard warranty for parts and labor must be included in the prices bid and must meet or exceed any additional warranty requirements specified herein. All manufacturers'

warranties shall inure to the benefit of the 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**

**PROPOSAL RESPONSE FORMS**

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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: \_\_\_\_\_  
PROPOSAL FIRM

**1 PRICING SCHEDULE**

**Please see Attachment A**

**2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):**

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

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

Yes, Agree to Cooperative Purchasing Provision

No, Do Not Agree to Cooperative Purchasing Provision

**ORGANIZATIONAL SUMMARY INFORMATION**

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- 1. PROPOSAL FIRM: \_\_\_\_\_
- 2. Social Security or Taxpayer Identification Number: \_\_\_\_\_  
(NOTE: Submit copy of Proposer's current W-9 Form.)
- 3. In what state is the principal place of business? \_\_\_\_\_
- 4. Does the state in which the principal place of business or home office is located have local supplier or manufacturer preference laws? No  Yes  If yes, give applicable percentage: \_\_\_\_\_%, or other conditions:  
\_\_\_\_\_

5. Optional Information:

- Small Business
- M/WBE
  - 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:

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**WORK FORCE COMPOSITION**

PROPOSAL 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	%
Administrative & Managerial																		
Professional																		
Technical																		
Sales Workers																		
Office & Clerical																		
Skilled Workers																		
Semiskilled Workers																		
Unskilled Workers																		
Apprentices																		
Seasonal, Temporary & Part Time																		
<b>TOTAL</b>																		

Remarks \_\_\_\_\_

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

**INSURANCE AFFIDAVIT**

Dallas Fort Worth International Airport Board Solicitation No. 8004082

NAME OF PROPOSER: \_\_\_\_\_

*To be completed by the Proposer:*

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 8004082, and said insurance shall be provided without change to the prices offered.

Name of Proposer: \_\_\_\_\_

Authorized Agent (please print): \_\_\_\_\_

Authorized Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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*To be completed by Proposer insurance provider:*

I confirm that, if awarded the Contract, the Bidding Firm stated above either has insurance coverage or can obtain coverage in compliance with the requirements of DFW International Airport Board Solicitation No. 8004082\_\_\_\_\_. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.

Insurance Agency: \_\_\_\_\_

Insurance Agent's Name (please print): \_\_\_\_\_

Insurance Agent's Signature: \_\_\_\_\_



The undersigned, in submitting this Proposal 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 PROPOSER AGREES THAT THIS PROPOSAL, WHEN ACCEPTED BY THE BOARD SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER 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 Proposer and the Board. After Proposal acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.**

SUBMITTED BY:

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**(OFFICIAL NAME OF PROPOSING FIRM)**

By: \_\_\_\_\_  
(Original Signature of Proposing Firm's Authorized Agent)

***Must be signed to be  
considered responsive***

\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)



DALLAS/FORT WORTH  
INTERNATIONAL AIRPORT

**NO BID/PROPOSAL INFORMATION FORM  
RFP NO. 8004082**

**RFP TITLE: PAYMENT PROCESSING SERVICES**

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

**Mr. Shannon Hamilton  
Dallas/Fort Worth International Airport Board  
Fax: 972-973-5601 / Email: shhamilton@dfwairport.com**

**Please check the items 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:** \_\_\_\_\_