REQUEST FOR PROPOSAL

Solicitation No. 8004828
Employee Retirement Plan Administrator

Deadline for Proposal Submittal:
April 26, 2013 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:
Edward Dunagan
972-973-5601 (fax)
edunagan@dfwairport.com

Mail or Deliver Complete Bid Package To:
Procurement and Materials Management
DFW International Airport
Delivery Address: 3122 East 30th Street (Carbon Road)
Mail Address: P.O. Box 619428
DFW Airport, TX 75261-9428

A Pre-Proposal Conference Will Not be Held
1 GENERAL DESCRIPTION

The Dallas / Ft. Worth International Airport (hereafter “Board”) is conducting a search for a provider of defined contribution recordkeeping, administration and education services for the employee retirement plans. The Consultant Firm of The Bogdahn Group serves as ongoing investment consultant to the Board and will assist in the evaluation process of the Plan Administrator. The Dallas/Fort Worth International Airport Board employs approximately 1,750 persons eligible for the two Deferred Compensation Plans. Currently there are approximately 589 active, 278 inactive and 176 retired participant accounts with over $53 million in assets.

The goal of this Request for Proposal (RFP) is to determine the optimum provider and fee structure for the recordkeeping and administration of the above defined contribution plans. DFW is exploring education and investment options as detailed in the Pricing section of this document. The incumbent for these services, ICMA-RC, has been invited to participate in this RFP. The intended conversion date is flexible and depends on the earliest date that is appropriate based on ensuring a successful transition.

2 SCHEDULE OF EVENTS

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

- RFP Release Date: ..................April 01, 2013
- Deadline for Questions:.............April 12, 2013 @ 4:00 p.m. (Central Time)
- Proposal Due Date:...............April 26, 2013 @ 3:00 p.m. (Central Time)
- Selection of Finalist:.............May 15, 2013
- Interviews: .........................May 29, 2013
- Best and Final: ......................June 14, 2013
- Board Approval Date:.............July 01, 2013
- Conversion Date: ..................Dec. 2, 2013

3 CONTRACT TERM

Five (5)-year period with options to renew for five (5) additional one (1)-year periods

4 SMALL BUSINESS ENTERPISE (SBE) GOAL

SBE goal for this contract is: NA.

5 APPLICABLE LAWS

This solicitation is being conducted in accordance with Texas Local Government Code Title 8, Subtitle A, Chapter 252 and/or Government Code 2254, as applicable.

6 RECEIPT OF REQUEST FOR PROPOSAL DOCUMENT

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

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

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

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

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

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DFW AIRPORT BID / PROPOSAL SUBMITTAL LABEL

Bid / Proposal Number: 8004828
Bid / Proposal Name: Retirement Plan Administrator
Due Date and Time: April 26, 2013 @ 3:00 p.m. (Central Time)

Company Name: 
Contact Name: 
Company Address: 
Telephone Number: 

----------------------------------------
NO PROPOSAL INFORMATION FORM

SOLICITATION NO. 8004828

SOLICITATION TITLE: Retirement Plan Administrator

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

Edward Dunagan
Dallas/Fort Worth International Airport Board
Fax: 972-973-5601 / Email: edunagan@dfwairport.com

Please check all that apply:

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

Company Name: ________________________________________________________

Authorized Officer or Agent: _______________________________________________

Telephone: ___________________ Facsimile Number: ___________________
or
Email: ___________________________
TABLE OF CONTENTS

PROPOSAL INSTRUCTION AND REQUIREMENTS
1 Definitions
2 Contact Information
3 Pre-Proposal Conference
4 Addenda and Clarifications
5 Small Business Enterprises
6 Proposal Preparation
7 Proposal Format Requirements
8 Submittal of Proposals
9 Proposal Receipt / Evaluation of Proposals
10 Proposal Award
11 Contract With The Board
12 Determination of Non-Responsible Proposer
13 Determination of Non-Responsive Proposal
14 Rejection of Proposals
15 Withdrawing Proposals
16 Proposal Preparation Forms
   a. Bid/Proposal Checklist

EVALUATION CRITERIA

SPECIFICATIONS / SCOPE OF WORK
1 Introduction / General Overview
2 Specifications / Scope Of Work
3 Proposer Qualifications

SPECIAL PROVISIONS
1 Board’s Right to Inspect and Audit
2 Contract Term
3 Insurance

GENERAL TERMS AND CONDITIONS
1 Assignment
2 Changes In Contract
3 Code of Business Ethics
4 Compliance With Laws
5 Confidential or Proprietary Information
6 Delivery / Performance of Services
7 Small Business Enterprise Participation
8 Dispute Resolution
9 Financial Interest
10 Fiscal Year Funding
11 Force Majeure
12 Indemnification and Hold Harmless
13 Independent Contractor
14 Jurisdiction
15 Non-Discrimination
16 Notice of Delays
17 Personal Liability of Public Officials
18 Severability
19 Subletting of Contract
20 Tax Exemption Status
21 Temporary Suspension of Work
22 Termination of Contract: Default And Remedies
23 Termination of Contract For Board Convenience
24 Third-Party Beneficiary Clause
PROPOSAL RESPONSE FORMS

1  Proposal Pricing Format
2  Cooperative Purchasing Provisions
3  Insurance Review Verification
4  Organizational Summary Information
5  Workforce Composition Form
6  Insurance Affidavit
7  Business Disclosure Form
8  Proposal Endorsement Form
EFFECTIVE 10/1/2012
SBE PROGRAM IN EFFECT
Please review all Bids/Proposal Documents CAREFULLY!

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

3.1 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 the Solicitation summary. 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.

3.2 Proposers that do not attend may be required to provide additional information or documentation to validate that they fully understand the Board’s requirements.

3.3 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.

4 ADDENDA AND CLARIFICATIONS

4.1 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.

4.2 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.

4.3 Clarification to the solicitation will be issue separately and will not become part of the final contract.
5 SMALL BUSINESS ENTERPRISE (SBE)

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

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

5.3 Proposers are directed to review the Special Provisions and the related forms within this Solicitation document for specific goals and compliance requirements.

6 PROPOSAL PREPARATION

6.1 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.

6.2 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.


6.4 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.

6.5 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.

6.6 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.

6.7 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.

6.8 Solicitations Including Requirements for Goods

6.8.1 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.

6.8.2 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.

6.8.3 Proposers must submit upon request by the Board, complete manufacturer's descriptive literature and/or samples of the product being offered. This request may be made after receipt of bids.

6.8.4 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.

6.8.5 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.

6.9 Alternate Proposals: Alternate Proposals will not be considered.

6.10 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.

6.11 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.

6.12 Ancillary/Integral Professional Services: In selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, Proposer shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and so shall certify to the Board with its Proposal.

7 PROPOSAL FORMAT REQUIREMENTS

7.1 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.

7.2 Proposal Organization

7.2.1 Each copy of the Proposal shall be submitted in a 3-ring binder.
7.2.2 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 may be either single-sided or double-sided pages and single-spaced for the entire submitted proposal document.

7.2.3 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.

7.2.4 Proposals shall be assembled in accordance with the following format.

7.2.4.1 Cover Letter (1 Page Limit)
Include an explicit statement indicating that the Proposer, if successful, will be the Prime Contractor for the Work.

7.2.4.2 Table of Contents
Include references to sections and page numbers.

7.2.4.3 Disclosure Statements

7.2.4.3.1 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.

7.2.4.3.2 The past fiscal year's audited financial statement of Proposer and most recent affirmative statement of financial capability.

7.2.4.3.3 Proposers shall complete the forms titled “Organizational Summary Information” and “Business Disclosures” included in this Solicitation. (Forms are available in “Proposal Response Forms” section)

7.2.4.3.4 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.

7.2.4.4 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.

7.2.4.5 Tab 1 – Brief Executive Overview (4 Page Limit)

7.2.4.5.1 Introduction of the Proposer’s company including history, location, qualifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), notable achievements, etc.

7.2.4.5.2 Overall summary regarding plans to meet Board requirements.
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.

Proposers shall complete the forms titled “Organizational Summary Information” and “Business Disclosures” included in this Solicitation. (Forms are available in “Proposal Response Forms” section)

Tab 2 - Relevant Information (4 Page Limit)

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.

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): __________________________

Tab 3 - Statement of Work (10 Page Limit)

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

If appropriate, identify all major project tasks and milestones to be performed by subcontractors; group all project tasks by the associated subcontractor.

Describe how the Proposer plans to successfully accomplish the Scope of Work / Specifications objectives.

List 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. Resumes are limited to one page per person and they not count against this tabbed section's page limit.

Describe all airport staff requirements, resources, and information required by the proposer.

Provide a proposed project organizational chart, identifying reporting structure and areas of responsibility.

Include Questionnaire Response (Not included in page limit for this tab)

Tab 4 - Management (10 Page Limit)

Identify inherent Scope of Work / Specifications challenges and the overall plan for meeting project management challenges and requirements.
7.2.4.8.2 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.

7.2.4.8.3 Provide a plan ensuring quality of the Work (quality control plan). Provide performance guarantees, if any, and how they would apply and be measurable.

7.2.4.9 Tab 5 - Implementation (15 Page Limit)

7.2.4.9.1 The Proposer must provide a preliminary implementation plan, based on their understanding of the Work to be performed. Provide details on steps on what contractor, subcontractor and Airport staff are required to do to implement and transition of the administration duties.

7.2.4.9.2 Describe the proposed approach/procedures for meeting acceptance requirements. Provide a narrative description of the plan for performing task(s), including overall approach, schedule, and anticipated outcome.

7.2.4.10 Tab 6 - List of Exceptions / Substitutions / Clarifications / Additions

7.2.4.10.1 Although the Scope of Work included work 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.

7.2.4.10.2 It is extremely important for the Proposer to make clear where exceptions, clarifications, substitutions and/or additions to the Scope of Work, Special Provisions and General Terms and Conditions 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 along with the proposed addition or modification. If the Proposer does not make it clear that an addition, exception or clarification is taken, the Board shall assume the Proposer is responding to and shall meet the Board’s stated requirements.

7.2.4.10.3 Identify each exception, clarification, substitution and/or addition by specifically referencing the page number, section number, subsection number, item number or letter, and, if necessary, paragraph, or line number.

7.2.4.10.4 Identify each item clearly as an addition, exception, clarification 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.

7.2.4.10.5 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.

7.2.4.10.6 For any addition(s) proposed or exception(s) taken, provide a rationale in as much detail as possible.

7.2.4.10.7 Begin responses to the major sections of the solicitation on a new page.

7.2.4.10.8 The Board shall consider the number and substance of alterations to the Board’s stated requirements as a factor in determining the most advantageous response.
Provide one copy of the proposed pricing in a sealed envelope entitled “Pricing”. Proposal pricing shall be assembled and presented in accordance with the format and instructions of this solicitation.

8 SUBMITTAL OF PROPOSALS

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

8.2 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.

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

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

8.5 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.

9 PROPOSAL RECEIPT / EVALUATION OF PROPOSALS

9.1 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.”

9.2 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.

9.3 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.

9.4 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.
10 PROPOSAL AWARD

10.1 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.

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

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

11 CONTRACT WITH THE BOARD

11.1 The Board and the Contractor agree to perform this Contract in strict accordance with the documents listed below, all of which are made a part of this contract, in the order of precedence listed. Subject to the order of precedence set forth below, the documents listed constitute the entire Contract between the parties.

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

11.2 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.

11.3 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.

11.4 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.

11.5 Limited Notice to Proceed Procedure. The Board reserves the right to issue a Limited Notice to Proceed (LNTP) prior to contract execution for the purpose of the contract awardee to begin the specified work. The purpose of the LNTP is to engage the work to meet Board deadlines. The contract awardee shall proceed with work as directed under the LNTP. While work may proceed under the LNTP, payments shall not be made until the contract is executed.

12 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.

12.1 Reason for believing collusion exists among the Proposers.

12.2 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.

12.3 The Proposer being in arrears on any existing Contract or having defaulted on a previous Contract.
12.4 Where the Proposer, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.

12.5 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.

12.6 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.

13 DETERMINATION OF NON-RESPONSIVE PROPOSAL

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

13.1.1 Proposal received after the time limit for receiving Proposals.

13.1.2 Proposal was not signed.

13.1.3 Improper or insufficient Proposal guaranty, if required.

14 REJECTION OF PROPOSALS

14.1 The Board will automatically reject any Proposal that is submitted after the Deadline for Proposal Submittal, and return it unopened.

14.2 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.

15 WITHDRAWING PROPOSALS

15.1 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, accurate and free of mistakes. However, Proposers have a common law right to withdraw a proposal due to material mistake in the proposal.

15.2 Proposer must submit a request to withdraw a proposal in writing to the Vice President of Procurement and Materials Management. The written request to withdraw a proposal must state the reason for withdrawal request and, if the request is made after deadline for proposal submittal, the details of the material mistake must be included in the request. A proposal for which withdrawal is properly requested prior to deadline for submittal will be returned to the Proposer unopened.

15.3 If the Bidder elects to withdraw its proposal and withdrawal is accepted by the PMM Vice President or Designee, then the proposal/bid will become null and void. The proposal/bid will not be eligible to be reinstated.
A check mark in the space provided indicates these forms, documents or actions have been completed and are included in the bid or proposal package. All deviations from the specifications, form submittals or action items must be documented separately and included in the bid or proposal submission.

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

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

**Bid/Proposal Submittals**

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

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

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

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

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

**Bid/Proposal Completion Actions**

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

- [ ] **Proofreading.** Bidder/Proposer has proofread all documents to ensure all information provided by the Bidder/Proposer is accurate and responsive to the solicitation specifications. The Board is not responsible for errors made by the Bidder/Proposer.
Bidder/Proposer has proofread all mathematical and number entries to ensure accuracy and commitment to honor pricing as submitted.

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

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

Supplier Registration for Solicitation Notification and Payments

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

END OF PROPOSAL INSTRUCTIONS AND REQUIREMENTS
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 may consider feedback from references and/or the Board’s direct experience with a proposing firm or a proposed subconsultant as part of their evaluation process and consideration for scoring proposals. The Board’s evaluation team reserves the right to shortlist firms based upon scores/ratings received during the evaluation process. Scoring of Diversity & Inclusion Initiatives criteria below may be the exclusive responsibility of the Board’s Business Diversity and Development Department’s committee representative or, if the committee desires, be scored by the full voting committee members. Scoring of Pricing criteria 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 25 Points - Price

Favorable overall cost structure and competitive fee schedule.

3.2 25 Points - Responsiveness and Reliability

3.2.1 Commitment to ongoing, punctual, on-site, effective, and coordinated employee enrollment, communication, customer service, and employee education through multiple media.

3.2.2 Consideration will also be given to any written responses to follow-up questions and requests for information, to any requested in-person or other oral presentations, to negotiations, to acceptance of contractual terms, and to onsite visits, if any.

3.2.2.1 Comprehensive, high-quality call center services, with the ability to accommodate participant request and inquiries in a proficient and timely manner.

3.2.2.2 Comprehensive Internet services that provide participants with interactive financial and retirement planning tools and software through robust, user friendly websites that are efficiently maintained and updated on an ongoing basis. A dual high-touch, high-tech approach will be required to provide the participants with all of the necessary financial information and data to make informed investment decisions related to their elections.

3.2.2.3 With ample transparency in regards to the dissemination of all plan and fund level fees.

3.3 30 Points - Qualifications

3.3.1 Independence, size, structure, resources, and capacity of the organization; experience in
providing deferred compensation services to large public employers.

3.3.2 Investment flexibility and liquidity;

3.3.3 The ability to partner with the Committee and HR Staff in all phases of retirement plan administration;

3.3.4 Your firm’s reputation, credentials, and quality of references;

3.3.5 Ability to successfully implement within timeline;

3.3.6 Can support current target maturity fund strategy and open architecture.

3.3.7 Custodial trustee services.

3.3.8 The number and the qualifications of personnel assigned to execute the services required by DFW.

3.4 20 Point - Reasonableness of proposed work plans and timing

3.4.1 The selected proposer must accommodate, contract implementation date. The selected proposer must have the necessary infrastructure and sufficient staff in place to support all communication throughout the RFP process.

3.4.2 Scope and Value of Performance Guarantees.

3.4.3 3.4.3 The proposer demonstrates the ability to work effectively with the Board or its designated representative(s), and the Board’s consultants and auditors in implementation, communication, and administration of the program.

END OF EVALUATION CRITERIA
1 INTRODUCTION / GENERAL OVERVIEW

1.1 The Dallas/Fort Worth International Airport Board (hereafter "Board" or "DFW" or Airport) is seeking competitive, sealed proposals from qualified companies to provide bundled administrative services (i.e., recordkeeping/administration, communication/education, and custodial trustee services) for the Dallas/Fort Worth International Airport hybrid Savings Plus 401(a)/457(b) Plan, the traditional 457(b) plan and a Roth IRA Plan.

1.2 The Board is owned by the City of Dallas, Texas, and City of Fort Worth, Texas; as such, the Board is a public entity and subdivision of the State of Texas. The Board consisting of seven (7) members from the City of Dallas, Texas, four (4) members from the City of Fort Worth, Texas, and one (1) member from the City of Euless governs the Airport. Members are appointed by their respective City Council.

1.3 The Board employs approximately 1,750 persons eligible for the Deferred Compensation Plan. The Plan is an eligible plan under Section 457(b) of the Internal Revenue code of 1986, as amended. The Plan currently has approximately 589 active, 278 inactive and 176 retired participant accounts with over $53 million in assets. Legislation was enacted in 2002 to authorize the implementation of an employer match benefit through a 401(a) qualified arrangement. No funds were appropriated until fiscal year 2010 to provide for an employer match.

2 SPECIFICATIONS / SCOPE OF WORK

2.1 Purpose

2.1.1 The Plan Administration Committee (hereafter “PAC”) of the Board has retained The Bogdahn Group to assist in the evaluation and selection of a full service provider to administer the defined contribution programs as detailed below. PAC is the administrator for the Deferred Compensation Plan and is the final decision maker for the RFP process and proposal selection.

2.1.2 Offer best-in-class investment choices, highest-quality services, and most favorable costs (i.e., the maximum value for the benefits proposed). While it is not a requirement, it is strongly preferred that said contractor maintain a branch office in the North Texas region where said services can be administered.

2.1.3 Provide its best and most comprehensive resources, all services and responsibilities will be outsourced to the service provider.

2.1.4 The Airport offers a traditional deferred compensation plan, created in accordance with Internal Revenue Code Section 457, to all Airport employees hired before January 1, 2010 to allow them to defer a portion of their salaries up to IRS limits until future years. This is a supplementary program to a defined benefit retirement plan and no match is available. In addition, beginning January 2010, DFW requires employees, excluding Public Safety Officers, hired after January 1, 2010 to participate in a deferred compensation plan, created in accordance with Internal Revenue Code Section 401(a), in which employees are required to defer 1% (years 1 and 2) to 3% (starting year 3) of their salaries, based on tenure. All new employees are also eligible to participate in a voluntary 457 Plan for employees hired after January 1, 2010. DFW will match up to 7% of employee contributions to both the 401(a) and 457 plans. A Roth IRA plan is also available to participants.

2.2 Background

2.2.1 The Dallas/Fort Worth International Airport Board (hereafter "Board") employs approximately 1,750 persons eligible for the Deferred Compensation Plan. The Plan currently has approximately 589 active, 278 inactive and 176 retired participant accounts with over $53 million in assets. 50 participants are participating in the Roth IRA feature.

2.2.2 The Plan is currently administered under a service arrangement with ICMA Retirement Corporation. Under the Plan, ICMA-RC accounts for individual allocation of contributions, earnings and withdrawals, provides management and recordkeeping services, produces
quarterly individual participant statements, maintains individual participant records, provides marketing and enrollment services and provides customer service, educational services, and participant advisory services. In addition, ICMA-RC provides the Board with monthly and quarterly plan statistical and financial information and data.

2.3 Plan Details

2.3.1 Plan Name: DFW International Airport Savings Plus Plan – 401(a) and 457(b)

2.3.2 Eligible Employee: Any individual on the payroll of the Dallas/Fort Worth International Airport Board who provides services for the employer, whether as an employee of DFW, or as an independent contractor, whether on a full or part time basis. Only full-time employees are eligible. All commissioned Public Safety Officers (police officers and firefighters) are eligible for the traditional 457 plan as well as all general employees hired before 1/1/10. All general employees hired after 12/31/2009 are eligible for the Savings Plus Plan. All full-time employees are eligible to enroll in the Roth IRA plan.

2.3.3 Plan Provider: Currently, the Plan offers participants various investment options through ICMA-RC. The distribution of assets as of December 31, 2012 were as follows:

<table>
<thead>
<tr>
<th>Plan Type</th>
<th>Assets</th>
<th>Eligible</th>
<th>Participating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traditional 457(b)</td>
<td>$51,171,979</td>
<td>1,402</td>
<td>535</td>
</tr>
<tr>
<td>Voluntary 457(b)</td>
<td>$1,469,273</td>
<td>352</td>
<td>126</td>
</tr>
<tr>
<td>Mandatory 401(a)</td>
<td>$597,006</td>
<td>352</td>
<td>352</td>
</tr>
<tr>
<td>Roth IRA**</td>
<td>$533,972</td>
<td></td>
<td>44</td>
</tr>
</tbody>
</table>

* These figures as of 3/1/2013
** These figures as of 3/18/2013

2.3.4 Investments: Current fund lineups:

<table>
<thead>
<tr>
<th>457(b)</th>
<th>Mkt Val 12/31/2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>VT 3 Year BoA CD Account</td>
<td>$224,990</td>
</tr>
<tr>
<td>VT 5 Year BoA CD Account</td>
<td>16,487</td>
</tr>
<tr>
<td>VT 5-Year CD</td>
<td>321</td>
</tr>
<tr>
<td>VantageTrust PLUS Fund</td>
<td>14,682,807</td>
</tr>
<tr>
<td>PIMCO Total Return Admin</td>
<td>5,173,158</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2050</td>
<td>8,548</td>
</tr>
<tr>
<td>VT Vantagepoint MS Ret Inc</td>
<td>1,125,433</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2010</td>
<td>506,811</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2015</td>
<td>11,277</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2020</td>
<td>1,716,351</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2025</td>
<td>1,579,080</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2030</td>
<td>$656,394</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2035</td>
<td>420,455</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2040</td>
<td>610,278</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2045</td>
<td>141,186</td>
</tr>
<tr>
<td>BlackRock Equity Dividend Svc</td>
<td>2,910,772</td>
</tr>
<tr>
<td>VT Vantagepoint 500 Stk Idx</td>
<td>6,689,449</td>
</tr>
<tr>
<td>Wells Fargo Advantage Growth</td>
<td>5,627,142</td>
</tr>
<tr>
<td>Fidelity Low-Priced Stock</td>
<td>3,618,160</td>
</tr>
<tr>
<td>Allianz NFJ Small-Cap Value</td>
<td>1,671,869</td>
</tr>
<tr>
<td>Invesco Small Cap Disc Growth</td>
<td>885,180</td>
</tr>
<tr>
<td>American Funds EuroPacific Gr</td>
<td>3,257,298</td>
</tr>
<tr>
<td>Total</td>
<td>$52,649,645</td>
</tr>
</tbody>
</table>
### 401a

<table>
<thead>
<tr>
<th>Fund</th>
<th>Mkt Val</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>VantageTrust PLUS Fund</td>
<td>$36,129</td>
<td>5.79%</td>
</tr>
<tr>
<td>VantageTrust Cash Management</td>
<td>4,943</td>
<td>0.79%</td>
</tr>
<tr>
<td>PIMCO Total Return Admin</td>
<td>18,509</td>
<td>2.96%</td>
</tr>
<tr>
<td>VT Vantagepoint MS Ret Inc</td>
<td>60,855</td>
<td>9.75%</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2010</td>
<td>2,604</td>
<td>0.42%</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2015</td>
<td>26,121</td>
<td>4.18%</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2020</td>
<td>44,633</td>
<td>7.15%</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2025</td>
<td>29,111</td>
<td>4.66%</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2030</td>
<td>83,677</td>
<td>13.40%</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2035</td>
<td>69,416</td>
<td>11.12%</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2040</td>
<td>81,599</td>
<td>13.07%</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2045</td>
<td>$42,137</td>
<td>6.75%</td>
</tr>
<tr>
<td>VT Vantagepoint Milestone 2050</td>
<td>27,244</td>
<td>4.36%</td>
</tr>
<tr>
<td>BlackRock Equity Dividend Svc</td>
<td>9,669</td>
<td>1.55%</td>
</tr>
<tr>
<td>VT Vantagepoint 500 Stk Idx</td>
<td>10,058</td>
<td>1.61%</td>
</tr>
<tr>
<td>Wells Fargo Advantage Growth</td>
<td>11,625</td>
<td>1.86%</td>
</tr>
<tr>
<td>Fidelity Low-Priced Stock</td>
<td>16,066</td>
<td>2.57%</td>
</tr>
<tr>
<td>Allianz NFJ Small-Cap Value</td>
<td>25,091</td>
<td>4.02%</td>
</tr>
<tr>
<td>Invesco Small Cap Disc Growth</td>
<td>3,570</td>
<td>0.57%</td>
</tr>
<tr>
<td>American Funds EuroPacific Gr</td>
<td>21,192</td>
<td>3.39%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$624,250</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>

#### 2.3.5 Loans
DFW has elected to make loans available to Participants in the Plan. A participant may have 2 loans. Loans are only available in traditional 457 and in voluntary component of Savings Plus plan.

#### 2.4 Minimum Requirements

**2.4.1** Proposing firms must meet the following requirements:

**2.4.1.1** Representatives shall not sell ancillary products (such as life insurance or annuities) to Participants without the express written consent of the Board. Participant data is the sole property of the Board and may not be used in any way to market other products or be sold to other organizations without the express written consent of the Board.

**2.4.1.2** A wide spectrum of investment options must be available to Participants, including a conservative investment option (i.e. stable value, short-term fixed) that does not restrict Participant withdrawals or transfers, with the exception of transfers to “competing” fixed income funds.

**2.4.1.3** There may be no termination, withdrawal or transfer charges or restrictions (including market value adjustments) for any investment options throughout the term of the contract. The only exceptions are:

- **2.4.1.3.1** Stable value option “equity wash” provisions and
- **2.4.1.3.2** a clearly defined withdrawal period for any stable value option, not to exceed 12 months, that if shortened would jeopardize the strategy and benefits to longer-term investors.

#### End of Specifications/Scope of Work
1 This questionnaire is broken down by category, and in certain areas, by subcategory. Candidate vendors are encouraged to provide responses for all questions that are short and concise. Candidate firms may provide information in excess of what is required by the RFP. However, the Committee will consider such additional information as excess to the actual question response and reserves the right to disregard such additional excess information.

2 RFP Contact Information:

   Company Name:
   Mailing Address:
   Primary Sales Representative:
     Name:
     Title:
     Mailing Address:
     Direct Phone Number:
     Cell Number:
     Email Address:

3 Please describe why your firm wins new business and successfully retains clients. Include any unique services, features, etc. that you feel illustrates your firm’s competitive advantages. Please limit this response to 300 words or less.

4 General Questions – Organization

4.1 Provide a brief overview of your company and history of your organization including an organizational chart. Be sure to include how long your company has been active in the defined contribution business.

4.2 Are you currently participating in any alliances or joint marketing efforts? Are any of your services subcontracted to another party? If so, please describe in detail and note any services that would be proposed for DFW.

4.3 Are you covered by Errors and Omissions insurance? If so, what is the coverage?

4.4 Unless exempt, do you meet the bonding requirement under ERISA Section 412? Please confirm if your organization is exempt.

4.5 Describe any litigation within the last 5 years relating to your organization (include any current pending issues)

4.6 From what location would this account be serviced? Be sure to distinguish between the areas administration, compliance, communications, service center, etc.

4.7 Please provide a list of defined contribution clients as follows:

<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Number of Plans</th>
<th>Average Plan Size ($ in millions)</th>
<th>% of Total DC Assets</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 100</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>100-499</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>500-999</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,000-4,999</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Over 5,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Assets (in millions)</td>
<td>Number of Plans</td>
<td>Average Plan Size ($ in millions)</td>
<td>% of Total DC Assets</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------</td>
<td>-----------------------------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>$0-$5M</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$5-$10M</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$10-$25M</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$25-$100M</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$100-$250M</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$250-$500M</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$500M+</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.8 What is your median and mean DC plan size by assets? By participants?
4.9 What is the total number of DC employees at your firm?
4.10 What is the breakdown of the number of clients you service by plan type as a percentage of your total business?

<table>
<thead>
<tr>
<th>Type</th>
<th>Full Service</th>
<th>Investment Only</th>
<th>Administration Only</th>
</tr>
</thead>
<tbody>
<tr>
<td>Profit Sharing</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>401(k)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Money Purchase</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>457(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>401(a)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NQDC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>403(b)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hybrid Plans</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

4.11 How many defined contribution Airport Authority clients do you currently service?
4.12 Relationships Lost / Added: Please complete the following chart in reference to your defined contribution administrative services, indicating how many new client relationships you have added or lost in each of the years indicated. For each lost relationship, describe why they were lost (for example, service related losses should be noted).

<table>
<thead>
<tr>
<th>Number and Size of Clients Added</th>
<th>Number and Size of Clients Lost</th>
</tr>
</thead>
</table>

4.13 Organizational Changes: Please describe any organizational changes (mergers, acquisitions, divestitures, consolidations, etc.) that have occurred within the past three years or are scheduled to occur within the next 12 months.

5 Team and Client Services

5.1 Please describe the teams, at the team and individual levels, that would deal directly with the DFW administrative team during the transition and ongoing basis.
5.2 How many clients are currently managed by the proposed point of contact?
5.3 Please provide biographies of the appropriate team participants that will be assigned to this relationship. Please include each person’s tenure and experience in working with hospitals.
5.4 Describe how the performance of the dedicated account team for DFW will be graded. Will they be judged based on revenue, client satisfaction, or a blend of multiple factors?
5.5 How frequently do you formally survey or seek input from your clients with respect to services and products provided by your firm? What approaches do you utilize to gain this feedback? How does your firm track service quality and subsequently report to the client?

5.5.1 How many ERISA attorneys does your firm have on staff? How many compliance specialists?
5.5.2 Why do you believe the assigned Relationship Manager and supporting team listed above is the best fit for DFW?

6 Employee Education

6.1 Describe your initial and on-going standard communication and education program (including printed material, employee meetings, training, web-based information sessions, etc.) Please provide samples of your standard material.

6.2 Include a detailed communication/education business plan. Your communication business plan should address both the Initial implementation/transition and ongoing communication, in all forms and locations.

6.3 Provide samples of employee enrollment and communications materials.

6.4 Please provide a comprehensive list of seminars and workshops available for participants.

6.5 Are you willing to be on site at DFW International Airport as needed? Will you provide 1:1 sessions with individual participants during these meetings?

6.6 Will you provide seminars / meetings at no additional charge at sites and times (including after hours) designated by DFW for employees and retirees?

6.7 Please complete the following table by indicating which materials are available and in what medium (web, ad hoc reporting, etc.) they are available.

<table>
<thead>
<tr>
<th>Member Reports / Communications</th>
<th>Description of Services / Comments (e.g., Type of Medium, Ability to Customize)</th>
<th>Reporting Frequency (e.g., Annually, Monthly, upon Request)</th>
<th>Additional Cost? (Yes / No)</th>
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<td>Communications regarding selection of a new service provider</td>
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<td>Distribution of SPDs</td>
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<td>Web-based communications / forms</td>
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<td>Smartphone enabled communication (please include whether web optimized or actual app)</td>
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<td>Online retirement planning tools</td>
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<td>Consolidated Participant statements with customized text</td>
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<td>Retirement planning services / materials</td>
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<td>Employee meetings</td>
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<td>Targeted communications based upon individual employee demographics</td>
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<td>New retiree Participant election forms</td>
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<td>Distribution statements (hardcopy and electronic) to retirees</td>
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6.8 Describe the investment advisory services that you will be providing to the DFW 457 Plan (i.e., Morningstar, Financial Engines, etc.).

6.9 Indicate whether your advisory service is through a partnership or other relationship with an outside company, and if so, please identify that associated company. Describe your due diligence process for selecting the partner and what services are provided.

6.10 Is your investment advisory fee, if any, assessed at the plan level for all participants or only charged to those participants who elect this service?

6.11 Please provide an example of how you present information to participants relating to transparency of fund fees.

6.12 Do you offer financial planning services? Please describe.

6.13 Please describe your directed account programs.

6.14 Please describe your retirement income program. Does your program offer portability?
7 Operations and Administration

7.1 Describe your proposed outsourcing model (including the use of call centers, systems, interaction with Participants and plan sponsors, reporting, usage of offshore resources, etc.).

7.2 Describe the limitations of your system for the following:

7.2.1 Number of contribution sources per participant
    Status indicators
7.2.2 Number of loans per participant
7.2.3 Number of loans per participant per year
7.2.4 Number of vesting schedules
7.2.5 Auto enrollment
7.2.6 Auto rebalancing
7.2.7 Auto increases

7.3 How are Participants enrolled on your system? Will you determine eligibility?

7.4 Do you provide paperless loans?

7.5 Describe in detail how you administer Qualified Domestic Relations Orders (QDROs).

7.6 How do you process death benefits on your system? Does the system maintain beneficiaries?

7.7 Do you provide services to track down missing participants and beneficiaries? If so, please describe.

7.8 Please provide a sample of your standard participant statement.

8 Conversion / Implementation

8.1 Explain your conversion process being sure to include a representative conversion schedule.

8.2 Do you provide a dedicated conversion team? Would any of the ongoing administration team be involved in the conversion process? If so, please explain.

8.3 What is the average number of plans assigned to a conversion specialist at one time?

8.4 Please describe a typical “black-out” period being sure to include length of time.

8.5 What involvement will be required from the client during the conversion? Be specific in outlining the time commitment that will be required.

8.6 How many conversions in the past year have not gone “live” on the target implementation date?

8.7 How much experience have you had with conversions from the incumbent in the last 3 years?

8.8 Would you be able to complete the conversion process by December 2, 2013 if a decision is made by July 1, 2013? Please support with your proposed timeline.

8.9 Please describe any unique conversion features or characteristics that you believe differentiates your firm.

8.10 Will you join DFW HR staff for employee meetings relating to this transition?

9 Contract Center and Web

9.1 Describe your Participant website. Please provide a demo site and password.

9.1.1 Is there real time access to participant data?
9.1.2 What participant level information is available?
9.1.3 Is there a limit to the number of users who may be on at one time?
9.1.4 What plan level information is available?
9.1.5 What investment information is available?

9.2 Are participants able to aggregate outside assets into a web retirement modeling tool?

9.3 Does your website offer gap analysis and retirement readiness projection tools?

9.4 Describe what services are available to the Participant via the website being sure to include the following:
9.4.1 Enrollments
9.4.2 Participant election changes
9.4.3 Fund exchanges
9.4.4 Loan processing
9.4.5 Distributions
9.4.6 Auto rebalancing
9.4.7 Investment guidance tools
9.4.8 Investment information (both proprietary and outside funds)
9.4.9 Plan information (highlights, SPDs)
9.4.10 Account information

9.5 What transactions cannot be done via the website?
9.6 Do you provide live participant telephone support? What are the standard hours of operation? Where are the CSRs located (be sure to include all locations)? How many plans do they manage?
9.7 Are Spanish-speaking operators available? Other languages? Any services for the hearing impaired?
9.8 Are service center calls recorded, monitored and retained?
9.9 Are the answers to the Participants’ questions based on a script or are the call service representatives giving answers based on the information they have available to them?

10 Plan Sponsor Tools
10.1 Please provide a demo website and logon/password if available
10.2 Please describe the plan sponsor website that would be available to DFW, including a discussion of the following:

10.2.1 Type of information available online
10.2.2 Reports that may be requested / run online
10.2.3 The website’s operating hours (e.g., is the website shut down during routine maintenance / upgrades?)
10.2.4 What degree of ad hoc reporting / query capability do you have?

10.3 Please provide a hard copy sample of the plan sponsor annual plan review. We anticipate this would include items such as:

10.3.1 Plan Overview (ie. total assets, participants, loans)
10.3.2 Participant behavior and education results (ie. diversification, allocation, etc.)

11 Recordkeeping System
11.1 Describe the hardware and software system you use to record keep and administer defined contribution plans.
11.2 In what year did you begin using your current recordkeeping system?
11.3 Was the software developed internally, leased or bought from another provider? Who has the ultimate responsibility/authority to make sure the software remains current to laws, regulations and client needs?
11.4 What distinguishes your recordkeeping system from other systems on the market?
11.5 Please describe your record retention policy.

12 Client References
12.1 Please provide a listing of three full-service client references that are similar in size to DFW. Two of the three must be clients managed by the account manager who would be assigned to the DFW account. Government client references are preferable.
Name: 
Contact: 
Plan Size (Participants/Assets): 
Geographic Location: 
Phone Number: 
Type of Services Provided: 
Please describe why this reference is relevant to DFW’s plan?

12.2 Please provide a listing of two clients that have recently transferred (within the last three years) their defined contribution administration services to another organization.

Name: 
Contact: 
Plan Size (Participants/Assets): 
Geographic Location: 
Phone Number: 
Type of Services Provided: 

13 Pricing and Performance Guarantees

The Committee will accept both asset-based and fixed, per head fee proposals but will positively weight each proposal based on predictability of fees.

13.1 Please provide your base administration fee. Would you be willing to provide a per-head or flat fee for administration and recordkeeping services, based on current demographics?

13.2 DFW is seeking a provider with a full “open architecture” platform with access to any NSCC-traded fund and no proprietary fund requirements. Please confirm your quoted pricing is not contingent on a vendor fund mapping strategy and that your platform is open architecture.

13.3 If your firm has a proprietary fixed, general account style product that you would like to propose, you must include two price quotes; one for administration and recordkeeping services under an open architecture model without requirements relating to that investment option (as described in question 2 above) and the other quote would be contingent upon the proprietary fixed option.

13.4 Please describe your Trustee arrangement and associated fees.

13.5 Do you have a standard contract? If so, please provide a sample.

13.6 Describe your standard approach to putting fees at risk based on your company’s performance. Please provide a copy of your standard Service Level Agreement.

13.7 With respect to ongoing plan administration, what types of changes will be considered out-of-scope (e.g., plan design changes, mergers, adding new investments, etc.)? Please list the types of changes and corresponding fees, if applicable.

13.8 Are there potential additional costs not provided in your fee proposal (e.g., custom reporting, compliance support, custom communication development, etc.)? Is there an annual limit to out-of-scope fees?

13.9 Do you receive any finder fees from investment management firms to include their products in your alliance program?

13.10 Are there any termination costs? If so, please describe.

End of Questionnaire
SPECIAL PROVISIONS

1 BOARD’S RIGHT TO INSPECT AND AUDIT

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

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

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

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

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

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

2 CONTRACT TERM

2.1 This Contract, if awarded, shall be for an initial five-year period commencing as of the date specified in the Notice to Proceed letter, to be issued by the Board’s Vice President of Procurement and Materials Management Department, unless renewed under the provisions below.
2.2 This Contract, as executed, shall include the options to renew for five (5) additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Board's discretion.

2.3 Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.

3 INSURANCE PROVISIONS

3.1 DEFINITIONS FOR INSURANCE PROVISIONS

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

3.2 GENERAL REQUIREMENTS

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

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

3.2.3 All policies, except policies for workers’ compensation, professional liability and pollution liability, shall designate the below mentioned parties as “Additional Insureds,” either by a ‘blanket additional insured’ endorsement, or by specific endorsement:

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

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

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

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

3.3 REQUIRED COVERAGE AND LIMITS

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

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

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

3.3.2 Commercial General Liability (CGL)
Limit Any One Occurrence.................................................................$1,000,000
Damage to Rented Premises.................................................................$100,000
Personal and Advertising Injury........................................................$1,000,000
Policy Aggregate (per location or per project).......................................$2,000,000
Products and Completed Operations Aggregate.................................$2,000,000

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

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

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

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

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

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

3.3.2.7 All liability policies shall cover loss caused by the contractor’s subcontractors, independent contractors, suppliers or other parties providing goods or services in connection with our contract.
3.3.2.8 All liability policies must contain a “severability of interests” provision.

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

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

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

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

3.4 ADDITIONAL COVERAGE AND LIMITS

3.4.1 Professional Liability Insurance / Errors & Omissions ................................. $25,000,000

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

3.4.1.2 If the Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the contractor’s first professional service to the Board.

3.4.2 Technology Professional Liability Insurance

3.4.2.1 Professional liability insurance with a minimum limit of $1,000,000 each claim, with a retroactive date (if claims-made) on or before the effective date of this contract. The policy must cover liabilities for financial loss resulting or arising from acts, errors & omissions in rendering professional services; including, without limitation, third party losses due to security failures in connection with technology services, internet professional services, security and privacy liability, technology errors and omissions; and, must cover Contractor and all subcontractors / subconsultants of Contractor, individuals or other entities providing professional service concerning this Contract. The insurance coverage will include coverage for claims due to programming errors, software performance, or the failure of Contractor’s work to perform according to the Contract and will remain in effect two years after work completed or expiration of this contract, whichever is later.

3.5 ADDITIONAL REQUIREMENTS

3.5.1 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".

3.5.2 Should this Contract require the use of Subcontractors, it will be the sole responsibility of the General Contractor to either require Subcontractors to provide and maintain the insurance limits and coverages required herein or provide said insurance coverage for the subcontractor by designating the Subcontractor as an additional insured either by a blanket additional insured endorsement, or by specific endorsement.

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

3.5.2.2 The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.
3.6 CERTIFICATION OF INSURANCE

3.6.1 Prior to execution of the contract you shall have your insurance agent(s), broker(s), or Insurer(s) enter your policy information into www.Ins-Cert.com and link your policy data to us. You shall cause your insurance data to be kept current on Ins-Cert.com for the period of time you are liable for your product or work, but not less than the warranty period of our contract. You further agree to cause your insurance agent(s), broker(s) or Insurer(s) to properly register, use and pay the fees for using Ins-Cert.com, (your agent will be charged $3 to enter your policy data, and 25¢ when we verify your coverage on-line, which is less than the cost of issuing certificates, so there should be no effect on your cost of insurance or service).

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

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

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

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

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

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

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

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

**END OF SPECIAL PROVISIONS**
1 ASSIGNMENT

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

2 CHANGES IN CONTRACT

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

3 CODE OF BUSINESS ETHICS

3.1 All Board employees must adhere to the Board’s Code of Business Ethics, which is included in this Section by reference. The Contractor is therefore prohibited from offering or providing Board employees, directly or indirectly, any gifts or other items that the Board’s Code of Business Ethics does not allow the employee to accept. The Contractor shall ensure that all of its management and other Fair Labor Standard Act-exempt employees associated with this Contract read and understand the Board’s Code of Business Ethics. The Board may require each such employee of the Contractor to acknowledge in writing that they have read and do understand the Board’s Code of Business Ethics found online at www.dfwairport.com.

3.2 Additionally, the Board frequently uses outside contractors to perform functions similar to those performed by Board employees (e.g., project managers, quality assurance inspectors, payment analysts, contract administrators, etc.). Contractor employees who perform work associated with this Contract (including any supplemental agreements, extra work authorizations, delivery orders, change orders, etc.) shall comply, in all respects, with the Board’s Code of Business Ethics as it relates to their assigned scope of work on this Contract. For example, a quality assurance inspector may not accept a gift from a subcontractor that he or she is monitoring, if the Board’s Code of Business Ethics would prohibit a Board employee performing the same duties from accepting the gift.

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

3.4 The Contractor shall insert an Article containing all the provisions of this Section, including this paragraph, in all subcontracts hereunder executed except altered as necessary for the proper identification of the contracting parties and the Board under this Contract.

4 COMPLIANCE WITH LAWS

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

5 CONFIDENTIAL OR PROPRIETARY INFORMATION

Any portion of the Contractor’s Bid that is marked confidential or proprietary, or clearly states contains
trade secrets of the Contractor may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law. If access is requested to information in the Contractor’s Bid so marked, the Board shall review the issues thoroughly and, if justified, shall request an opinion by the Attorney General’s office prior to releasing any information requested under the Public Information Act.

6 DELIVERY / PERFORMANCE OF SERVICES

6.1 Performance will be made only upon authorization of the Board’s Vice President of PMM and shall thereafter be made if, as, and when required and ordered by the Board.

6.2 Performance shall be at the location identified in the Contract or purchase order. When no location is specified, the Board’s Technical Representative will provide direction.

6.3 The scope of this contract and requirements of the Board as shown in the contract specifications and bid shall not be considered as binding on the Board, and the work actually may be less than or greater than projected.

6.4 Bidder warrants that all work under the contract will be of the type and quality specified, and the Board’s Vice President of PMM or designee, may reject, and/or refuse work that falls below the quality required in the specifications.

6.5 Failure by the Contractor to make reasonable progress as and when requested shall entitle the Vice President of PMM or designee, to seek work from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the Board over and above the bid price.

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

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

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

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

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

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

7 SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

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

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

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

8 DISPUTE RESOLUTION

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

9 FINANCIAL INTEREST

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

10 FISCAL YEAR FUNDING

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

11 FORCE MAJEURE

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

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

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

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

13 INDEPENDENT CONTRACTOR

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

14 JURISDICTION

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

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

16 NOTICE OF DELAYS

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

17 PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

18 SEVERABILITY

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

19 SUBLETTING OF CONTRACT

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

20 TAX EXEMPTION STATUS

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

21 TEMPORARY SUSPENSION OF THE WORK

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

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

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

22 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES

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

23 TERMINATION OF CONTRACT FOR BOARD CONVENIENCE

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

24 THIRD-PARTY BENEFICIARY CLAUSE

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

END OF GENERAL TERMS AND CONDITIONS
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 PROPOSAL PRICING:

See Provider Search Questionnaire Section

2 COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL):

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

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

☐ Yes, Agree to Cooperative Purchasing Provision
☐ No, Do Not Agree to Cooperative Purchasing Provision

3 INSURANCE REVIEW VERIFICATION

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

☐ Yes ☐ No

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

☐ Yes ☐ No
ORGANIZATIONAL SUMMARY INFORMATION

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:

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

   ☐ Other (Please Define):
   __________________________________________________________________________

   ☐ Certified as a State of Texas Historically Underutilized Business (HUB)
     ID Number: _____________________________

   ☐ Certified as Small Business Enterprise
     Certification Agency: __________________________________________________________
     Certification Number: _______________________________________________________

Additional Comments if Desired:
   __________________________________________________________________________

Additional Comments if Desired:
   __________________________________________________________________________
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<thead>
<tr>
<th>Classification</th>
<th>American Indian or Alaskan Native</th>
<th>Asian or Pacific Islander</th>
<th>Black</th>
<th>Hispanic</th>
<th>White</th>
<th>Total Number of Full Time Employees</th>
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<td>Service Workers</td>
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Definitions in accordance with Equal Employment Opportunity (EEO)

- **American Indian or Alaskan Native**: A person having origins in any of the original peoples of North America, and who maintain their culture through a tribe or community.
- **Asian or Pacific Islander**: A person having origins in any of the original people of the Far East, Southeast Asia, India, or the Pacific Islands. These areas include, for example, China, India, Korea, the Philippine Islands, and Samoa.
- **Black**: A person having origins in any of the black racial groups of Africa.
- **Hispanic**: A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- **White**: A person with origins in Europe, North Africa, or the Middle East.

**REMARKS:**
INSURANCE AFFIDAVIT

Dallas Fort Worth International Airport Board Solicitation No. 8004228

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. 8004828, and said insurance shall be provided without change to the prices offered.

Name of Proposer: 

Authorized Agent (please print): 

Authorized Agent’s Signature:

Date:

To be completed by Proposer’s insurance provider:

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

Insurance Agency: 

Insurance Agent’s Name (please print): 

Insurance Agent’s Signature:

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

**Information about Entity Submitting Bid/Proposal/Offer**
(This information must match the information provided on the Bid/Proposal/Offer.)

<table>
<thead>
<tr>
<th><strong>Business Name:</strong></th>
<th><strong>Mailing Address:</strong></th>
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<tbody>
<tr>
<td><strong>Business Address:</strong></td>
<td><strong>City</strong></td>
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<td><strong>City</strong></td>
<td><strong>State</strong></td>
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</tbody>
</table>

**Business Web Address:**

**Business Phone:**

**Business Fax:**

**Contact Person:**

**Contact’s Phone No.:**

**Contact’s E-Mail Address:**

---

I. **Entity Ownership Information**

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

**Business Structure:** (Please check only one box)

- [ ] Partnership
- [ ] Limited Partnership
- [ ] Limited Liability Partnership
- [ ] Sole Proprietorship
- [ ] Joint Venture
- [ ] Limited Liability Company
- [ ] Corporation (“C”)

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

- [ ] For Profit
- [ ] Non Profit
- [ ] Public
- [ ] Private
- [ ] S Corporation
- [ ] Professional
- [ ] Parent-Subsidiary
- [ ] Close

**State of Incorporation, Registration or Formation:**

**State:**

**Month:**

**Year:**

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

**Name of Joint Venture Participants, if applicable:**

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

| : | % |
| : | % |
| : | % |

**Form Completion Date:**

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

Form Revised 08/07
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.

PROPOSAL FOR SOLICITATION NO. 8004828

SUBMITTED BY:

(OFFICIAL NAME OF PROPOSING FIRM)

By: ____________________________
(Original Signature of Proposing Firm’s Authorized Agent)  Must be signed for proposal to be considered responsive

______________________________
(Typed or Printed Name)

______________________________
(Title)

______________________________
(Email or Telephone Number)

______________________________
(Date Signed)