

REQUEST FOR BID

Solicitation No. 7006938

Compactor Container Repair Services

**Bid Opening and Deadline for Bid Submittal:
February 25, 2021 at 2:00 p.m. (Central Time)**

*Location: DFW Airport Headquarters
Procurement and Materials Management Department
2400 Aviation Drive
DFW Airport, TX 75261*

Airport Board Contact:

**Helen Chaney
972-973-1102 (fax)
hchaney@dfwairport.com**

Mail or Deliver Complete Bid Package To:

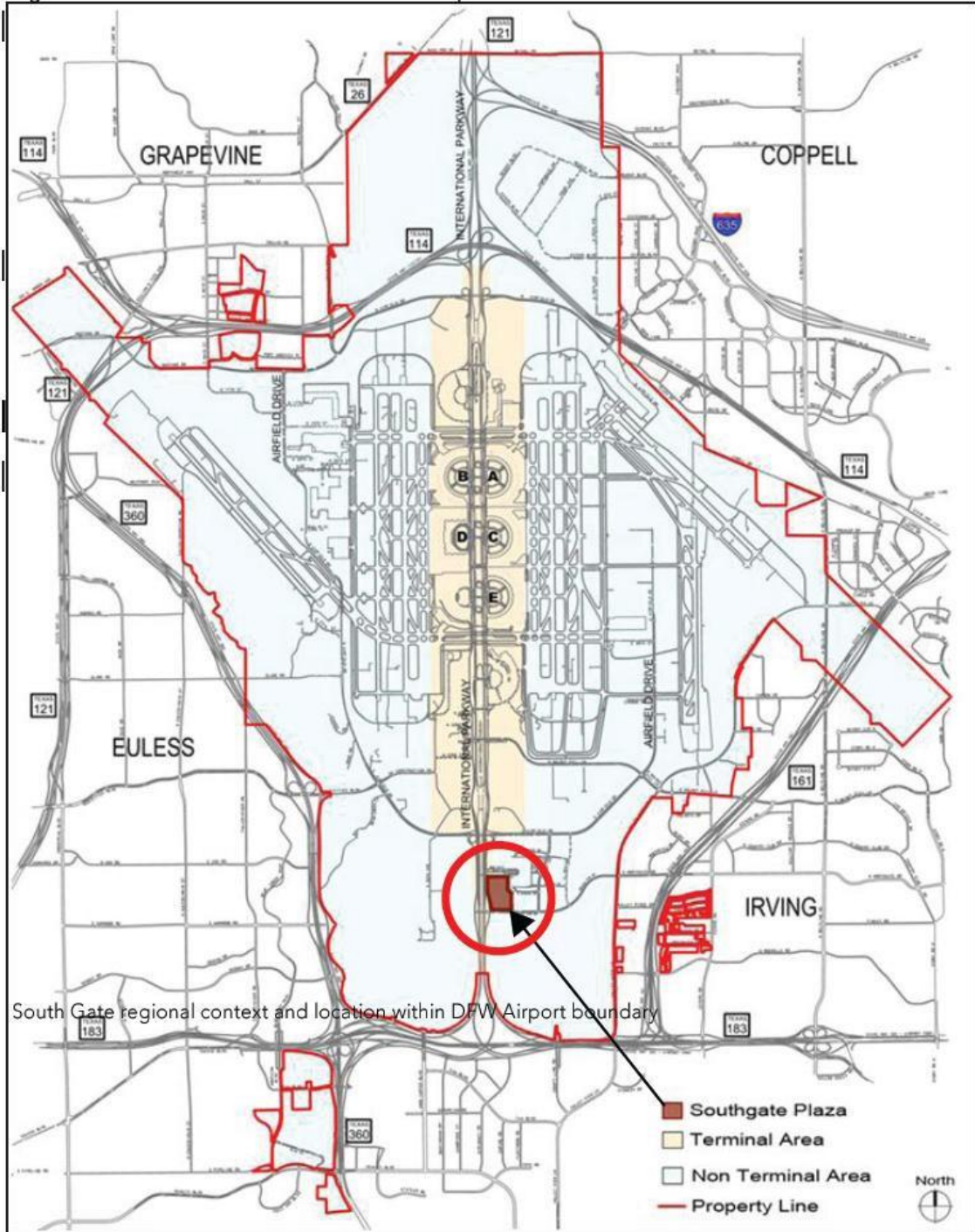
**Procurement and Materials Management
DFW International Airport
Delivery Address: 2400 Aviation Drive
Mail Address: P.O. Box 619428
DFW Airport, TX 75261-9428**

**A Pre-Bid Conference Will Be Held
Date and Time: January 20, 2021 at 2:00 p.m.
Location: GO TO MEETING**

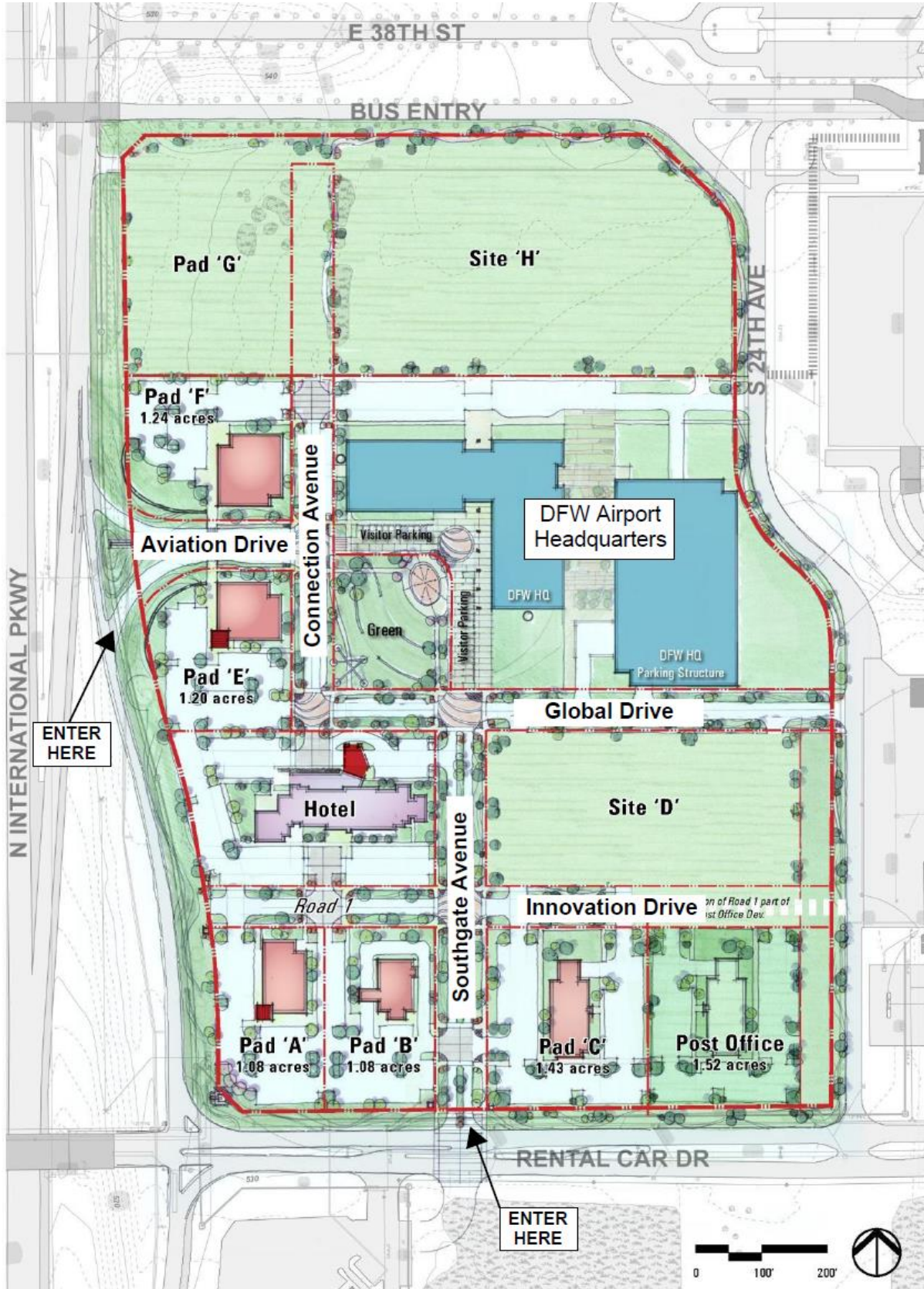
A Pre-Proposal Conference will be held on January 20, 2021 at 2:00 p.m. at the following link <https://global.gotomeeting.com/join/908949613> . You can also dial in using your phone. United States (Toll Free): [1 866 899 4679](tel:18668994679) Access Code: 908-949-613. While attendance is not mandatory, all interested firms are encouraged to attend. See Proposal Instructions and Requirements Section for details.

DFW AIRPORT HEADQUARTERS LOCATION MAP SOUTHGATE PLAZA

Figure 1-1: South Gate Plaza District Location Map



DFW AIRPORT HEADQUARTERS



SOLICITATION SUMMARY

1 GENERAL DESCRIPTION

Dallas Fort Worth International Airport Board (DFW Airport Board) is soliciting bids for Compactor/Container Repair Services at the DFW Airport. The successful Bidder (Contractor) shall provide Compactor/Container Repair service between 6:00 AM to 6:00 PM, Monday through Friday. Contractor shall coordinate work schedule with the DFW Airport Board Representative. The Contractor shall provide general maintenance, repair or replacement of system parts that fail or malfunction. The Contractor shall provide two levels of repair service for Compactor/Container repair Service, On-Call and Refurbish.

2 SCHEDULE OF EVENTS

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

RFB Advertise Dates:.....January 10, 2021 and January 17, 2021

RFB Release Date:January 11, 2021

Pre-Bid Conference:.....January 20, 2021 at 2:00 p.m. (Central Time)

Deadline for Questions:.....February 5, 2021, at 4:00 p.m. (Central Time)

Bid Due Date and Time:.....February 25, 2021 at 2:00 p.m. (Central Time)

Board Approval Date:.....May 6, 2021

Notice to Proceed.....June 1, 2021

3 CONTRACT TERM

One (1)-year period with options to renew for four (4) additional one (1)-year periods

4 MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) GOAL

M/WBE goal for this contract is: 0%

5 APPLICABLE LAWS

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

6 RECEIPT OF REQUEST FOR BID DOCUMENT

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

7 INSURANCE REQUIREMENTS

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

8 SUBMITTAL LABEL

**IMPORTANT
REQUIREMENT FOR BID / PROPOSAL SUBMITTAL**

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

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

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



DFW AIRPORT BID / PROPOSAL SUBMITTAL LABEL

Bid / Proposal Number: 7006938

Bid / Proposal Name: Compactor Container Repair Services

Due Date and Time: _____

Company Name: _____

Contact Name: _____

Company Address: _____

Telephone Number: _____

Email Address: _____

9 NO BID FORM

NO BID/PROPOSAL INFORMATION FORM

SOLICITATION NO. 7006938

SOLICITATION TITLE: Compactor Container Repair Services

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

Helen Chaney
Dallas/Fort Worth International Airport Board
Fax: 972-973-1102 / Email: hchaney@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: _____

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ATTACHMENTS

Exhibit C: Bid Pricing Form

BID INSTRUCTIONS AND REQUIREMENTS

1 DEFINITIONS

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

2 CONTRACT INFORMATION

It is the Bidder's responsibility to obtain clarification of any information contained herein. Bidders must submit all questions or requests for clarification **ONLY** in writing and **ONLY** to the contact person identified on the Cover of this Request for Bid. The Solicitation Number must be referenced in all correspondence pertaining to this solicitation. Bidder contact with Board personnel other than designated Airport Board Solicitation Contact may be cause for bid rejection.

3 PRE-BID CONFERENCE

- 3.1 If a Pre-Bid conference is held, it shall be held at the time, date and place identified on the Cover of this Request for Bid and shall be open to all interested parties for the purpose of discussing the requirements of the solicitation and/or to inspect the location where Work is to be performed. All Prospective Bidders are strongly encouraged to attend.
- 3.2 Bidders that do not attend may be required to provide additional information or documentation to validate that they fully understand the Board's requirements.
- 3.3 It is the responsibility of the Bidder to fully understand the scope of work and the conditions under which Work is to be performed. Failure to attend a Pre-Bid conference shall not relieve a Bidder from full performance of any Contract awarded to the satisfaction of the Board. No minutes for this meeting will be provided.

4 ADDENDA AND CLARIFICATIONS

- 4.1 The Board may, at its sole discretion, elect to issue changes to the Bid Solicitation. The Board will issue changes in the form of a written addendum. Written addenda shall be the **ONLY FORM** of amendment to the Solicitation. Other written information or verbal communications, including but not limited to discussion in a Pre-Bid conference, shall not constitute a change to the requirements of the Solicitation. Addenda, if issued, will be posted on the Board's website (dfwairport.com/business/solicitations) prior to the date and time of the Public Bid Opening.
- 4.2 It is the Bidder's responsibility to ensure receipt of any addenda issued. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the Bidder from any obligations under its Bid as submitted. The Bidder must sign all addenda and return them with their bid. All addenda shall become part of the Contract documents.
- 4.3 Clarification to the solicitation will be issued separately and will not become part of the final contract.

5 MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)

- 5.1 The Board strongly encourages M/WBE (Minority/Women Business Enterprise) firms to participate in this solicitation and encourages joint venture Bids that include M/WBE-certified firms.
- 5.2 M/WBE prime Contractors can count their self-performance toward meeting the M/WBE goal, but only for the scope of work and at the percentage level they will self- perform.
- 5.3 Bidders are directed to review the Special Provisions (Exhibit B) and the related forms for specific

goals and compliance requirements.

- 5.4 M/WBE Certificates for prime and/or subconsultants. Be sure that the certificates confirm certification as a Minority/Women Business Enterprise (M/WBE) certified by the North Central Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council or the Women's Business Council Southwest, other certifications are not acceptable. Companies may hold multiple certifications, but one of those certifications must be as a M/WBE from an authorized certification agency.

6 BID PREPARATION

- 6.1 Submittals: Bidder must submit all Bid Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its Bid. Bidder's failure to include all submittals may be cause to consider a bid non-responsive.

6.2 Completing the Business Disclosure Form:

- List your entire legal business name on the form.
- If you are a corporation, limited partnership, limited liability partnership or limited liability company, your legal business name should include that designation or an abbreviation of that designation.
- If the mailing address is the same as the business address write, "same" in the space under mailing address. Do not copy the mailing address or leave blank.
- Under business structure, check only one box. The next section is filled out only if your company is a corporation.
- If your business is a corporation, check the box for profit or non-profit, and public or private. These boxes must be checked. If you are an S corporation, professional, parent-sub, or close mark the appropriate box as well.
- The state, month and year of your company's incorporation, registration or formation needs to be filled in. This is either the date you registered with the county clerk, or filed with the secretary of state.
- List the names of all owners or partners in the company who hold more than 10%. If the company is publicly owned, list the stock exchange it is traded on and the symbol. If your company is traded on a foreign exchange, name the foreign exchange it is traded on.
- Fill in names of Joint Venture owners if applicable.
- The percentage of ownership needs to be filled in unless the company is publicly traded. All of the owner's names (who own more than 10%) need to be listed with their corresponding percentages of ownership in this space. Please use whole or half numbers. If the owners' percentages listed do not equal to 100%, you may write: "all others own less than 10%."

6.3 Completing the Bid Pricing Form:

- 6.3.1 Prices bid and accepted shall remain firm for the full term of the service contract.
- 6.3.2 Bidder shall insert an hourly rate for each of the labor classifications in lines 1 through 3 and lines 4 through 6.
- 6.3.3 Bidder's hourly rate shall include, but not be limited to, all labor costs, overhead and profit.
- 6.3.4 Bidder shall multiply the Hourly Rate by the fixed number of hours and insert the amount in the Total column by labor classification.
- 6.3.5 Bidder shall sum the total column lines 1 through 7 to arrive at Total Year one Service Costs.
- 6.3.6 Bidder shall insert a percentage increase for cost escalation in lines 9 through 12 if the Bidder determines that his costs will increase over the term of the contract.

- 6.3.7 Bidder shall calculate Grand Total Service Costs by adding lines 8 through 12.
- 6.3.8 Bidder shall not modify, alter, adjust or change either the fixed number of hours or the fixed dollar amount for Materials and Supplies.
- 6.4 Endorsing the Bid: An authorized officer of the Bidding Firm must sign the Bid. Signature of the Bid will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Bid Response Forms. Bidders that take exception to the Board's General Terms and Conditions, Special Provisions, and/or Specifications shall do so at the risk of Proposal rejection.
- 6.5 Bid Language / Currency: Bidders must submit their Bid in the English language and Bid pricing must be in Dollars of the United States of America.
- 6.6 Freight and Shipping: Bid prices shall include the cost to ship all products and materials to the Dallas/Fort Worth International Airport, F.O.B. Destination, Freight Prepaid and Allowed.
- 6.7 Tax Exempt Status: Purchases by the Board are exempt from sales and use tax under Section 151.309 of the Texas Tax Code (the "Code"). In addition, Contractor purchases of tangible personal property and taxable services for the purpose of reselling them to the Board under this Contract may also be exempt from sales and use tax under Code Section 151.302.
- 6.8 Acceptance of Specification Requirements: The Board will presume that the product or service offered complies with each requirement of the specifications unless indicated otherwise. If the product or service offered is different than specified, Bidder must note the difference on the Bid Response Form and attach a document that details the exception(s) to specifications. Failure of the Bidder to make the required acknowledgements may cause the bid to be considered non-responsive, in the sole determination of the Board. Should any product be delivered or service performed which is not as the Successful Bidder has purported it to be in its Bid, said Successful Bidder will be required to correct any deficiencies without additional cost to the Board.
- 6.9 Brand Name or Equal: To establish an understanding of the type products that will be considered responsive to the Specifications, specific manufacturers and series or model numbers may have been referenced. Unless specified "no substitute" in the Solicitation Specifications/Scope of Work, such brand identification is intended to be descriptive, not restrictive, and is referenced to indicate the quality and characteristics of products that will be satisfactory. Unless specified "no substitute" in the Solicitation Specifications/Scope of Work, other makes and models (alternate products) may be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.
- 6.10 Alternate Products: Bidders offering alternate products must clearly identify said products in their bids. Product equality shall be determined solely by the Board based on comparison of all material respects to the brand name products referenced solely by the Board to be equal in all material respects to the brand name products referenced.
- 6.10.1 Bidders must submit upon request by the board, complete manufacturer's descriptive literature and/or samples of the product offered. This request may be made after receipt of bids.
- 6.10.2 Bidders proposing alternate products must be prepared, if requested by the Board, to fully demonstrate that the proposed products are equivalent to the referenced products and capable of achieving the desired results. Such demonstration(s) shall be made solely at the Bidder's expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Board.
- 6.10.3 Unless the Bidder clearly indicates in its bid that it is offering an alternate product, its bid shall be

considered as offering the brand name and product model referenced.

- 6.11 Alternate Bids: Alternate bids will not be accepted; only one bid per Bidder will be accepted.
- 6.12 Confidential or Proprietary Markings: Any portion of the Bid that Bidder considers confidential or proprietary information, or to contain trade secrets of Bidder must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the Board with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.
- 6.13 Ancillary/Integral Professional Services: In selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, Bidder shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and so shall certify to the Board with its Bid.

7 SUBMITTAL OF BIDS

- 7.1 **The Board will accept bids no later than the Deadline for Bid Submittal in hard copy form based on the following criteria. The Board will not consider late bids under any circumstances.**
 - 7.1.1 Bids must be signed, sealed and delivered to the Board's Procurement and Material Management (PMM) Offices. Unsigned, unsealed or late bids will not be considered. Bids submitted by email or facsimile will not be considered. The Bid submittal must be clearly marked with the Solicitation Number, Bid Opening Date and Time and addressed to the attention of the PMM Department.
- 7.2 Bid Bond: If a Bid Bond is required, details will be included in the Special Provisions of this Solicitation. Bidder will be required to submit the original copy of any Bid Bond required with the Hard Copy Bid or otherwise deliver it to the PMM Office prior to the deadline for Bid Submittal. Bid Bonds must be delivered in a sealed envelope bearing the Solicitation Number and Bid Opening Date and Time.
- 7.3 **Non-Compete Agreements or Clauses: By submission of a bid or proposal or the execution of a contract, Bidder/Contractor agrees that the Board will not be bound by any non-compete agreements or similar agreements that inhibit the Board's right to award and execute a contract to any company that submits a bid or proposal to the Board.**

8 PUBLIC BID OPENING / EVALUATION OF BIDS

- 8.1 The Board will open all bids properly received in a public meeting and read the bids aloud. The meeting location (identified on the cover page of this Request for Bid) is accessible. Requests for special accommodations or interpretive services must be made 48 hours prior to meeting by calling 972-973-5600 or faxing 972-973-1102.
- 8.2 The Board will tabulate bids based on the unit prices bid and quantities shown in the bid or based on a predetermined group of items selected for evaluation purposes. In the case of conflict between unit prices and extended prices, unit prices shall prevail.
- 8.3 Bid tabulations will be placed on the Board's website after Airport Board approval of award.
- 8.4 Bids submitted shall be final and are not negotiable; therefore, Bidder must provide their best and

final pricing in their bid response.

- 8.5 The Board reserves the right to require additional information from any or all Bidders and to conduct necessary investigations to determine (a) if the product and/or service offered meets the Board's requirements, (b) the quality and reliability of the Bidder's performance, and/or (c) to determine the accuracy of the bid information. As part of said investigations, the Board may interview and/or visit companies or public entities listed as references.
- 8.6 The Board reserves the right to select any/all options that is/are determined to be in its best interests and at the sole discretion of the Board.
- 8.7 Except in the case(s) of one or more "tie bids", terms of payment, as offered by the Bidder, will not be considered by the Board for determining the most responsive bid. Bidders stated terms of payment, however, may be used as a guide in determining the method and timeliness of payment to the Bidder by the Board, following successful delivery and/or completion of services, as specified herein.
- 8.8 In the event of a tie bid, where bid price, responsiveness, responsibility and all other factors are equal, as solely determined by the Board, the Airport may elect to award contracts to all companies with a tied bid or the tied bidders will be notified and invited to attend a meeting where the tie will be broken by drawing lots.
- 8.9 Other evaluation factors shall include the following:

9 BID AWARD

Bids shall remain valid during the evaluation period including award of contract. If a Contract is awarded as a result of this Solicitation, it will be made by the Board to the lowest responsive and responsible Bidder(s) meeting the requirements of the Board, and is estimated to be made within ninety (90) days after the opening of the bid however, it can run longer than that period. The Board reserves the right award to one bidder or award to multiple bidders if deemed in its best interest to do so. Board reserves the right to award by unit item(s), sections or categories of items or as a whole when applicable.

10 CONTRACT WITH THE BOARD

- 10.1 The Board and the Contractor agree to perform this Contract in strict accordance with the documents listed below, all of which are made a part of this contract, in the order of precedence listed. Subject to the order of precedence set forth below, the documents listed constitute the entire Contract between the parties.
- Addenda, if applicable
 - Solicitation Specifications / Scope of Work
 - Special Provisions
 - General Terms and Conditions
 - Contractor's Bid / Proposal
- 10.2 A bid, when accepted by the Board will constitute a Contract between the Board and the Successful Bidder. Acceptance may take the form of an Acceptance Letter or Purchase Order issued by the Board, or a Contract document issued by the Board and executed by both parties, followed by a Notice to Proceed issued by the Board. Each of these forms constitute a legal contract equally binding between the Successful Bidder and the Board. After bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.
- 10.3 Bidder is required to review all the terms, conditions and contract provisions contained in this

Solicitation to ensure it can comply with and concurs with all requirements.

- 10.4 Bidder is required to review any insurance requirements that may be required in the Special Provisions to ensure it has adequate insurance or it will obtain the required insurance if awarded a Contract. Proof of insurance must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.
- 10.5 Bidder is required to review the payment terms and is advised that, unless other terms are requested and accepted, payment shall be made in accordance with the Texas Prompt Payment Act, including the provision that payment be made within 30 days after receipt of a valid invoice or receipt of products / services in accordance with the specifications, whichever is later.
- 10.6 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 and to execute contracts with any subcontractors engaged with the contract. 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. Bidder acknowledges that the contract will not be executed until all submittals, including the subcontract agreements, have been provided to the assigned contract administrator. Fully-executed subcontract agreements are due within thirty (30) business days after receipt of LNTP (receipt is defined as the date of the email or facsimile used to deliver the LNTP letter).
- 10.7 CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016, all contracts approved by the Dallas/Fort Worth International Airport Board will require completion of Form 1295 "Certificate of Interested Parties" pursuant to Texas Government Code Section 2252.908. Contractors/Vendors awarded an Airport Board approved contract, change order, amendment or renewal will be required to submit a signed and notarized copy of the completed Form 1295 to the Board at the time the Contractor/Vendor submits the signed contract to the Board. Information regarding how to use the filing application is available on the Texas Ethics Commission website. Please visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm, for more information.

11 DETERMINATION OF NON-RESPONSIBLE BIDDER

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

- 11.1 Reason for believing collusion exists among the Bidders.
- 11.2 Where the Bidder, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Board, or with either the cities of Dallas or Fort Worth, or where such litigation is contemplated or imminent, in the sole opinion of the Board.
- 11.3 The Bidder being in arrears on any existing Contract or having defaulted on a previous Contract.
- 11.4 Lack of competency, in the judgment of the Board, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- 11.5 Uncompleted work that, in the judgment of the Board, will prevent or hinder the prompt completion of additional work if awarded.
- 11.6 Where the Bidder, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.

- 11.7 Where a Bidder or subcontractor thereof has failed to disclose a potential conflict of interest or discovered to have a conflict of interest in accordance the Board's Code of Business Ethics.
- 11.8 Where a Bidder, its subcontractor, or individual officer/principal of the bidder or subcontractor is under criminal indictment or been convicted of a criminal offense.

12 DETERMINATION OF NON-RESPONSIVE BID

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

- 12.1 The Bid shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind, in the sole determination of the Board.
- 12.2 Bid received after the time limit for receiving bids.
- 12.3 Bid was not signed.
- 12.4 Unbalanced value of any items.
- 12.5 Improper or insufficient bid guaranty, if required.
- 12.6 Bid did not meet specifications.
- 12.7 Bid did not contain all requested/required documents, submittals and /or samples.

13 REJECTION OF BIDS

- 13.1 The Board will automatically reject any Bid that is submitted after the Deadline for Bid Submittal, and return it unopened.
- 13.2 Until a Contract is executed, the Board reserves the right to reject any or all bids, to waive technicalities, to re-advertise, to decline to proceed or to otherwise proceed with procurement of goods and services herein defined by other method(s) allowed by law and in the best interests of the Board.

14 WITHDRAWING BIDS

- 14.1 Bidder, by submitting a bid, warrants and guarantees that the bid has been carefully reviewed and checked and that it is in all things true, accurate and free of mistakes. If a mistake is made, Texas Local Government Code 252.045(g) states "*A bid that has been opened may not be changed for the purpose of correcting an error in the bid price.*" However, this Code Section does not change the common law right of a bidder to withdraw a bid due to material mistake in the bid.
- 14.2 Bidder must submit a request to withdraw a bid in writing to the Vice President of Procurement and Materials Management. The written request to withdraw a bid must state the reason for withdrawal request and, if the request is made after deadline for bid submittal, the details of the material mistake must be included in the request. A bid for which withdrawal is properly requested prior to deadline for submittal will be returned to the Bidder unopened.
- 14.3 If the Bidder elects to withdraw its bid and withdrawal is accepted by the PMM Vice President or Designee, then the proposal/bid will become null and void. The proposal/bid will not be eligible to be reinstated.

15 BID / PROPOSAL CHECKLIST

BID/PROPOSAL CHECKLIST

SOLICITATION NO. 7006938 BIDDER/PROPOSER: _____

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

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

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

Bid/Proposal Submittals

- Signatures.** All forms requiring a signature have been signed.
- Bid/Proposal Forms.** All forms completed, including:
 - Bid/Proposal Pricing Form(s)
 - Business Disclosure Form
 - Organizational Summary Form
 - Bid/Proposal Endorsement Form
 - All other forms requested as part of the solicitation.
- Bid/Proposal Bond Form (if applicable).** Checked for accuracy, including verification that the contract number and name are included, a sufficient amount/percentage is provided and the form is submitted in the appropriate bid/proposal package. Bonds should be made on the form furnished in the solicitation and be executed by not less than one corporate surety admitted to do business in the State of Texas. Individual sureties will not be accepted.
- Addenda.** When applicable, Bidder/Proposer submits signed addenda issued as part of the solicitation. If any addenda included amended bid or proposal pages or attachments, those documents must be used and included with the bid or proposal. Bidder/Proposer has checked the Board's website or the assigned Board contact to ensure all addenda, if any, have been received.
- M/WBE Compliance.** (Refer to Exhibit B for forms) If a M/WBE goal is provided, Bidder/Proposer has included prime and/or subcontractor participation sufficient to meet or exceed the stated goal. **Self-performance by an M/WBE Prime Bidder/Proposer can be credited towards the M/WBE goal.** If the stated goal is not achieved, the Bidder/Proposer has provided documentation evidencing good-faith effort towards meeting the goal with their bid or proposal. M/WBE forms include the following (write "N/A" if the form was not part of the solicitation):
 - Work Force Composition Form
 - Commitment to M/WBE Participation Form
 - Schedule of Subcontractors
 - Intent to Perform/Contract as a M/WBE Subcontractor Form (As applicable)
 - Good Faith Effort (GFE) Criteria if goal is not achieved (see M/WBE Provisions Section for details).

- All MM/WBE Certificates including self-performing M/WBE companies. Confirm all certificates are from authorized certifying agencies.

Note: * If the M/WBE Goal is 0% and no M/WBE participation is proposed, note the forms as "Not Applicable".

- 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 by sending your insurance certificate to dfwcoi@dfwairport.com. (see Exhibit A).
- Late Bids/Proposals.** Please note the time, date and delivery location (or mailing address if submitted by U.S. Postal Service). Late bids or proposals will not be accepted.

Supplier Registration for Solicitation Notification and Payments

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

END OF BID INSTRUCTIONS AND REQUIREMENTS

SPECIFICATIONS / SCOPE OF WORK

1. GENERAL

- 1.1. The following Specification/Scope of Work section describes the requirements for Compactor Container Repair Services. The services shall be provided as requested by the DFW Airport Board (Board).

2. SCOPE OF WORK

- 2.1. The Contractor shall provide Compactor/Container Repair service between 6:00 AM to 6:00 PM, Monday through Friday. Contractor shall coordinate work schedule with the DFW Airport Board Representative. The DFW Airport Board Representative is defined as a member of the Environmental Affairs Department or someone designated in writing by the Vice President of the Environmental Affairs Department.
- 2.2. The Contractor shall provide general maintenance, repair or replacement of system parts that fail or malfunction. The Contractor shall provide two levels of repair service for Compactor/Container repair Service, On-Call and Refurbish.
- 2.3. On-Call Repair Service: The Contractor shall respond to work orders generated by DFW Airport Board which identifies maintenance or repair work required. There are three classifications of On-Call Service requests:
 - 2.3.1.1. Emergency – Consists of correcting failures that degrade the compactor's capability, create spills, constitute an immediate danger to personnel or property, or threaten to disrupt operations. Contractor shall respond to Emergency On-Call service requests on-site within one (1) hour after notification to service and complete the repairs within two (2) hours, unless an extension is requested and approved by the DFW Airport Board Representative. Contractor shall be required to provide On-Call Emergency service after normal working hours to include all day Saturday and Sunday and all weather conditions. In the event of a spill, Contractor shall, prior to commencement of repair, conduct appropriate spill cleanup procedures. Emergency service calls may include but are not limited to:
 - 2.3.1.1.1. Repair and cleanup hydraulic line leak;
 - 2.3.1.1.2. Replace hydraulic cylinder;
 - 2.3.1.1.3. Repair power unit;
 - 2.3.1.1.4. Repair electrical lines;
 - 2.3.1.1.5. Repair or replace control panels, remote controls, safety device switches, limit switches;
 - 2.3.1.1.6. Repair or replace temperature sensors, hydraulic fittings & hoses;
 - 2.3.1.1.7. Repair or replace hydraulic directional valves (single or dual stage);
 - 2.3.1.1.8. Replace motors or pumps.
 - 2.3.1.2. Urgent – Consists of providing services or correcting failures that do not immediately threaten personnel, property or operations; but that would soon lead to property damage, spills and disruption to operations if the failure is not corrected in a timely fashion. Contractor shall respond to Urgent service requests on-site within two (2) hours after notification to service and complete the repairs within four (4) hours, unless an extension is requested and approved by the DFW Airport Board Representative. Urgent service calls may include but are not limited to:
 - 2.3.1.2.1. Repair walk-on structural plates;
 - 2.3.1.2.2. Repair safety rails;

- 2.3.1.2.3. Repair safety gates;
 - 2.3.1.2.4. Replace guide rollers;
 - 2.3.1.2.5. Replace ground rollers;
 - 2.3.1.2.6. Weld structure joints.
- 2.3.1.3. Routine – Service calls not classified as “Emergency” or “Urgent”. Contractor shall respond to Routine service request on-site within two (2) hour after notification to service and complete the repairs within four (4) hours, unless an extension is requested and approved by the DFW Airport Board Representative. Routine service calls may include but are not limited to:
- 2.3.1.3.1. Minor welding 6 inches or less;
 - 2.3.1.3.2. Replacing door hinges;
 - 2.3.1.3.3. Replacing cable hooks;
 - 2.3.1.3.4. Replacing safety chains;
 - 2.3.1.3.5. Replacing circuit breakers;
 - 2.3.1.3.6. Replacing safety switches.
- 2.3.2. Refurbish Repair Service: The Contractor shall respond to work orders generated by DFW Airport Board which identifies refurbish repair work required. Contractor shall respond to refurbish service requests on-site within 48 hours after notification to refurbish. Compactor/Container. Contractor shall complete Refurbishment within ten (10) business days. Contractor shall transport compactor/containers to Contractor off-site facilities to complete all refurbish work. Refurbish service calls may include but are not limited to:
- 2.3.2.1. Repair hydraulic cylinders: disassemble, fabricate new rods, pistons, packing heads, hone barrels, replace all seals, assemble cylinder, test;
 - 2.3.2.2. Remove and replace compactor floor;
 - 2.3.2.3. Remove and replace compactor island guide rails;
 - 2.3.2.4. Remove and replace ram wear plates and guide rails;
 - 2.3.2.5. Remove and replace front load container base plate;
 - 2.3.2.6. Paint;
 - 2.3.2.7. Replace ground rollers.
- 2.4. DFW Airport’s expectations are that when the Compactor/Container repair work is completed, the compactors, containers, power units, receivers, and front loaders shall meet the OEM specifications and ANSI Z245.2 standards.

3. MATERIALS & SUPPLIES

- 3.1. The Contractor shall not bring any materials, supplies cleaning chemicals or other types of products on the DFW Airport property without prior written approval by the DFW Airport Board Representative. Use of any product being phased out by state or federal agencies is prohibited under this contract.
- 3.2. The Contractor shall provide a complete MSDS (Material Safety Data Sheet) for each product used prior to its use. Any material proposed for consideration must be clearly marked as “sample” and shall not be used until approved by the DFW Airport Board Representative.

- 3.3. The DFW Environmental Affairs Department must approve all Contractor cleaning supplies, and chemicals for use at the DFW Airport.
- 3.4. The Contractor is provided a fixed dollar amount on the Bid Pricing Form for Materials and Supplies. This dollar amount shall not be altered by the Contractor.
- 3.5. All expenditures above \$250.00 require the DFW Airport Board Representative's prior approval. Expenditures over \$250.00 made by the Contractor without the DFW Airport Board Representative's prior approval will be the responsibility of the Contractor.

4. EQUIPMENT

- 4.1. The Contractor shall provide a list of equipment, supplies and chemicals to be used and include performance specifications of the equipment.
- 4.2. Vehicles and equipment shall be clearly marked with the name of the Contractor.

5. STAFFING

- 5.1. The Contractor shall, during all periods of contract performance, provide employees to assure complete and satisfactory fulfillment of the work and the terms of this Contract. In the event that lower level staff are not available, supervisory staff shall be called upon to ensure the requirements of the job are fulfilled satisfactorily.
- 5.2. The Contractor shall designate a supervisor who shall be accessible during all work activities to receive any and all special instructions from the DFW Airport Board Representative.

6. PROTECTION FOR THE PUBLIC AND PROPERTY

- 6.1. The Contractor shall at no time permit placing or use of equipment in such manner as to create safety hazards. Contractor personnel shall provide appropriate traffic control and warning devices when necessary.
- 6.2. The Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to the property of others in conjunction with its work.
- 6.3. The Contractor shall not be released from its responsibility for damages until the Contractor restores, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, or shall make good such damage or injury in an acceptable manner; the services have been completed and accepted by the DFW Airport Board Representative.

7. REGULATORY COMPLIANCE

- 7.1. The Contractor shall comply with all applicable federal, state and DFW Airport policies and procedures, laws, ordinances, rules and regulations pertaining to the performance of the work specified herein. Regulatory entities shall include, but not limited to:
 - 7.1.1. DPS- DFW Airport Board Department of Public Safety;
 - 7.1.2. EPA - Environmental Protection Agency;
 - 7.1.3. OSHA - Occupational Safety and Health Administration;
- 7.2. Contractor shall at the beginning of contract term obtain a fire safety, Hot Work Operation permit from the DFW Airport Department of Public Safety (DPS). The Hot Work Operation permit shall be valid throughout the full term of the contract.
- 7.3. Permits and Bonding: The Contractor and its subcontractors shall possess certificates of training, permits, bonding, and licenses as required by federal, state, county and DFW Airport Board as

specified for each service. All certificates of training, permits, and bonds shall be current and valid and available immediately upon request of the DFW Airport Board Representative.

8. TRAINING

8.1. All technicians, technicians helper, inspectors, supervisor shall be trained to operate and work on self contained compactors and powers units; stationary compactors, power units, and receivers; open top containers, front-end loaders including but not limited to the following Manufacturers:

8.1.1. Marathon Equipment Company

8.1.2. Cram-A-Lot, J.V. Manufacturing, Inc

8.1.3. E-Z Pack Trucks

8.1.4. Waste Quip Compactors

8.2. Contractor's and subcontractors' personnel shall have received and be current on the following training:

8.2.1. American National Standards Institute ANSI Z245.2 Safety requirements.

8.2.2. ANSI/NFPA 79 Electrical standard for Industrial Machinery

8.2.3. ANSI Z535.4 Product Safety Signs and Labels

8.2.4. ANSI Z535.5 Accident Prevention Tags

8.2.5. OSHA 29 CFR Part 1910-146 Permit-Required Confined Spaces

8.2.6. OSHA 29 CFR Part 1910.147 Lockout/Tagout of Energy Sources

8.3. Several facilities require non-standard access or security clearance. Contractor shall coordinate non-standard facility access with the DFW Airport Representative and the facility coordinator.

8.4. The Contractor shall administer an on-site and off-site educational program, providing all necessary training materials in paper and digital form as appropriate to train DFW staff. The training program must include:

8.4.1. Experienced training personnel;

8.4.2. Pre-Established Training Curriculum and educational literature;

8.4.3. Identified training frequency, duration, and measures

9. CHANGE IN SERVICE

9.1. DFW Airport at its sole discretion may remove or add Compactors/Containers to this contract.

10. CONTRACTOR INVOICES

10.1. Contractor shall provide monthly invoices that clearly identifies the following:

10.1.1. Invoice number;

10.1.2. Invoice date;

10.1.3. Contract number;

10.1.4. Type of service completed (e.g. compactor repair);

10.1.5. Compactor/Container location;

10.1.6. Compactor/Container asset number;

10.1.7. Amount invoiced.

11. CONTRACTOR QUALIFICATIONS

- 11.1. All Contractors shall furnish to the DFW Airport Board all information and data listed below in sections 11.2 through 11.5.
- 11.2. The Contractor shall have been in the business of providing specified services for a period of not less than three (3) years and own or lease all equipment required to complete the services specified herein.
- 11.3. The Contractor shall have a facility for conducting off airport property repairs within 20 miles of the airport.
- 11.4. FOR THE PRIME CONTRACTOR – Provide a list of three (3) different and most recent entities for which work has been completed. The reference list must include entities for which work of similar scope and complexity has been completed by the Contractor. Include the following information:
- 11.4.1. Company/Entity name;
 - 11.4.2. Address;
 - 11.4.3. Contact names;
 - 11.4.4. Phone numbers;
 - 11.4.5. Facsimile number;
 - 11.4.6. Email address (if known).
- 11.5. FOR EACH SUBCONTRACTOR (if any) – Provide a list of at least two (2) different and most recent companies for which work has been completed by the Subcontractor. The reference list should first list public entities for which work of similar size and complexity has been completed by Subcontractor. Include the following information:
- 11.5.1. Company/Entity name;
 - 11.5.2. Address;
 - 11.5.3. Contact names;
 - 11.5.4. Phone numbers;
 - 11.5.5. Facsimile number;
 - 11.5.6. Email address (if known)

END OF SPECIFICATIONS / SCOPE OF WORK

SPECIAL PROVISIONS

1 AIRPORT SECURITY PROVISIONS

- 1.1 AUTHORIZED SIGNATORY. Contractors/Consultants must nominate two Authorized Signatories, who will be responsible for all badging for the Consultant. Sub-contractors/consultants will be required to nominate their own Authorized Signatories and will be responsible for their own company badging activities. All Authorized Signatories are required to complete Authorized Signatory training annually. Consultant Authorized Signatory will onboard the company with Access DFW after NTP is received and notify Access DFW of any sub-consultants being sponsored by them. Further information and instructions will be provided during the company onboarding meeting. <https://dfwairport.com/badge/index.php>
- 1.2 AUTHORIZED SIGNATORY PORTAL. All Authorized Signatories will be provided access to the Authorized Signatory Portal and be required to complete all badging activities via this secured portal. Access DFW does not accept paper badge applications.
- 1.3 BADGE RECOVERY. Authorized Signatories are responsible for recovering and ensuring all Airport ID Badges are returned to Access DFW when the employee leaves the company. Each new company is required to submit a Badge Recovery Plan to Access DFW prior to Airport ID Badge issuance to company employees.
- 1.4 AIRPORT ID BADGE. Work under this contract requires Contractor/Consultant and Sub-Contractor/Consultant personnel to obtain an Airport ID Badge. The type of Airport ID Badge will be issued for the secured area needed, based on the job duties of the applicant. The Authorized Signatory must attest that their applicant has a specific need for unescorted access and that the badge applicant confirms their understanding of their responsibilities under Chapter 49 of the Code of Federal Regulations, part 1540.105(a).
- 1.5 CRIMINAL HISTORY RECORDS CHECK/SECURITY THREAT ASSESSMENT. Airport ID Badge applicants are required to clear a fingerprint-based Criminal History Records Check (CHRC) and receive an approved Security Threat Assessment (STA) from the Transportation Security Administration (TSA). If applying for a Security Identification Display Area (SIDA) badge, the applicant must provide their Social Security Number in the application process so that an STA will be processed by the TSA.
- 1.6 FBI RAP BACK SUBSCRIPTION. All Airport ID Badge holders will be subscribed in Rap Back. If the Airport ID Badge holder has any type of arrest, Access DFW will be notified. A Rap Back notification could result in Airport ID Badge suspension or revocation until the arrest is resolved.
- 1.7 TRAINING. SIDA Badge applicants will need to complete SIDA training which is administered by Access DFW. Applicants that require driving privileges are required to take movement area driver training and/or non-movement area driver training. For all questions regarding DFW's driver training program and driver policies, contact the Operations Technical Training Department at techtrain@dfwairport.com.
- 1.8 AIRPORT ID BADGE FEES. All Airport ID Badge fees will be charged per the DFW Airport Schedule of Charges, which can be found at <https://dfwairport.com/badge/index.php>.
- 1.9 CUSTOMS & BORDER PROTECTION SEALS. If your employees require access to the Federal Inspection Services (FIS) area or other restricted areas designated by the Customs & Border

Protection (CBP) they will require a CBP Seal. When completing a badge application the CBP Seal application can be completed at the same time via the Authorized Signatory Portal. For more information contact Customs and Border Protection at dfwairportairsec@cbp.dhs.gov

- 1.10 ACCESS DFW. All information regarding the badging process at DFW can be found at <https://www.dfwairport.com/badge/>. For additional information about this process, please contact the Access DFW Office at accessdfw@dfwairport.com or at 972-973-5100.
- 1.11 VEHICLE PERMITS. AOA Permits, including AOA Vehicle Access Permits, Temporary AOA Vehicle Access Permits, and AOA Equipment Permits, are the means by which motor vehicles and ground handling equipment are authorized to enter and/or be in the SIDA. The Authorized Signatory is required to request vehicle permits on behalf of their company and ensure all permits are properly displayed on the vehicle following DFW's Rules and Regulations (Chapter 9).
- 1.12 VEHICLE INSPECTIONS. All vehicles entering through an AOA gate and ground handling equipment being brought into the SIDA are subject to inspection by security personnel.

2 BOARD'S RIGHT TO INSPECT AND AUDIT

- 2.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the Board shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Board to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from Board or its Authorized Representative.
- 2.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Board, it's agents and Authorized Representatives. The Contractor shall provide the Board with retrievals of computer-based records or transactions that the Board determines to be necessary to conduct the audit. There shall be no charge to the Board for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transaction stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrieval requested, within seven (7) calendar days.
- 2.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the Board's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. The Board shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.
- 2.4 The Contractor shall insert an item containing all these Audit provisions, including this paragraph, in all subcontracts hereunder except altered as necessary for the proper identification of the contracting parties and the Board under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.
- 2.5 In addition, where projects are funded wholly or in part by federal grants, the FAA, the Secretary

and the Comptroller General of the United States or any of their duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of the recipient that are pertinent to grants received in accordance with CFR 49, Part 18, as it may be amended from time to time.

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

3 CONTRACT TERM

- 3.1 This Contract, if awarded, shall be for an initial **one-year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Board's Vice President of Procurement and Materials Management Department, unless renewed under the provisions below.
- 3.2 This Contract, as executed, shall include the **options to renew for four (4)** additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Board's discretion.
- 3.3 In recognition of the potential for fluctuations of the Contractor's costs for the years subsequent to the initial contract period, a price adjustment for each succeeding year may be requested subject to the pricing or rates provided in the bid or proposal.
- 3.4 Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.

4 CHARACTER OF WORKERS, METHOD AND EQUIPMENT

- 4.1 The Contractor shall, at all times, employ sufficient labor and equipment for performing the Work to full completion in the manner and time required by this Contract, plans, and specifications.
- 4.2 All workers shall conduct themselves with a courteous demeanor and professional manner. Contractor shall immediately remove any worker from performance of work at Board premises when one or more of the following occur:
- 4.3 Neglect of duty.
- 4.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
- 4.5 Theft, vandalism, immoral conduct or any other criminal action.
- 4.6 Selling, consuming possessing or being under the influence of intoxicants, alcohol, or illegal substances that produce similar effects while on duty.
- 4.7 Possession of a weapon on Airport property.
- 4.8 Organizing or participating in any form of gambling.
- 4.9 Misuse of equipment, computers or internet access.
- 4.10 All equipment that is proposed to be used on the Work shall be of sufficient size and in such functional condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the Work shall be such that no injury to previously

completed Work, adjacent property, or existing airport facilities will result from its use.

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

5 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

- 5.1 The Contractor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Contract. Neither acceptance of such Work by the Board, nor payment therefore, shall relieve the Contractor of this responsibility. If and when applicable, the Contractor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.
- 5.2 In addition, at its own expense, the Contractor shall:
 - 5.2.1 Take all precautions necessary per state regulations and/or OSHA Regulations to protect persons or property against injury or damages occurring as a result of its operations.
 - 5.2.2 Obtain all permits/licenses required to perform work or deliver products, including the Board's security requirements for Air Operations Area (AOA) badging regulations where applicable. Any cost for compliance shall be paid by the Contractor.
 - 5.2.3 Provide competent supervisors and workmen;
 - 5.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;
 - 5.2.5 Perform the Work without unnecessarily interfering with Board operations;
 - 5.2.6 Provide all vehicles and tools as necessary for its use; and
 - 5.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

6 DELIVERIES OF PRODUCT(S)

- 6.1 Delivery date is an important factor to the Board and may be required to be a part of each bid. The

Board considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the Board at the specified delivery location.

- 6.2 All product(s) covered by this bid shall be delivered F.O.B. Destination DFW Airport, from point of assembly to the Dallas/Fort Worth area by railway freight or conveyed by truck or airfreight. The Board shall not be liable for any deliveries unless same has been received at the specified delivery location within the Dallas/Fort Worth International Airport, inspected and accepted as in full compliance with the Specifications. Risk of theft, destruction, loss or damage to any work, materials, shipment, or deliveries will be borne exclusively by the successful Bidder until after the Board completes its inspection and acceptance of said work, material, shipments, or deliveries; the burden and cost of insurance against such risks shall be assumed by the successful Bidder.
- 6.3 Delivery will be made only upon authorization of the Board's Technical Representative or Board's Vice President of PMM or designee, and shall be made if, as, and when required and ordered by the Board, at such intervals as directed.
- 6.4 Bidder warrants that all deliveries made under the Contract will be of the type and quality specified; and the Board's Vice President of PMM may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The Board shall not be held to have accepted any delivery until after an inspection of same has been made and an opportunity to exercise its right of rejection has been afforded.
- 6.5 Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Board's Vice President of PMM to acquire quantities from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the Board over and above the bid price.
- 6.6 All materials delivered if required shall be free of any and all liens and shall upon acceptance thereof become the property of the Board, free and clear of any materialman's, supplier's, or other type liens.
- 6.7 Acceptance by the Board of any delivery shall not relieve the Contractor of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the Board's right to request replacement of defective material.

7 DELIVERY LOCATION

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

DFW Airport Headquarters
Procurement and Materials Management Department
2400 Aviation Drive
DFW Airport, Texas 75261
- 7.2 Successful Bidder may be required to provide notification of intent to deliver at least twenty-four (24) hours in advance of scheduled delivery. Unless otherwise agreed upon at time of notification, delivery must be accomplished between the hours of 8:00 a.m. and- 4:00 p.m., Monday through Friday (excluding Board-observed holidays).

8 INSURANCE PROVISIONS (EXHIBIT A)

9 NEW MATERIALS

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

10 PROTECTION AND RESTORATION OF PROPERTY

- 10.1 The Contractor shall be responsible for all damage or injury to property of any character, during the prosecution of the Work, resulting from any act, omission, neglect, or misconduct in his/her manner or method of executing the Work, or at any time due to defective Work or materials, and said responsibility will not be released until the project shall have been completed and accepted.
- 10.2 When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the Work, or in consequence of the nonexecution thereof by the Contractor, the Contractor shall restore, at its own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

11 PUBLIC CONVENIENCE AND SAFETY

The Contractor shall control its operations and those of its subcontractors and all suppliers to assure the least inconvenience to the Board operation. Under all circumstances, safety shall be the most important consideration.

12 MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PROVISIONS (EXHIBIT B)

Notification is hereby given that a M/WBE contract specific goal has been established for this Contract. The Contractor/vendor has committed to _____ percent (____%) M/WBE participation of the total dollar value of this Contract including any change orders and/or modifications throughout the term of this contract/agreement. The commitment is a contractual commitment upon execution of the contract. (Refer to Exhibit B – M/WBE SPECIAL CONTRACT PROVISIONS)

13 WARRANTY INFORMATION

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

END OF SPECIAL PROVISIONS

GENERAL TERMS AND CONDITIONS

1 AIRPORT IMPROVEMENT PROGRAM

- 1.1 FAA Publication: The provisions herein comply with the FAA's required Contract Provisions for Airport Improvement Program and for Obligated Sponsors, which may be found at https://www.faa.gov/airports/aip/procurement/federal_contract_provisions/. If there is a conflict between these provisions and the Contract, the FAA Provisions control.
- 1.2 Contractor Obligations: Contractor:
- (including all subcontractors) must insert these FAA Provisions in each lower tier contract (e.g. subcontract or sub-agreement);
 - (including all subcontractors) must incorporate these FAA Provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services; and
 - Is responsible for compliance with these FAA Provisions by any subcontractor, lower-tier subcontractor, or service provider.
- 1.3 Conflicts: All federal laws and regulations applicable to this Agreement/Contract take precedence over any conflicting local or state laws.
- 1.4 Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors: Contractor must comply with the following:
- 1.4.1 General Civil Rights:
- 1.4.1.1 Contractor or Consultant (hereinafter referred to as "the contractor") agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- 1.4.1.2 This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 1.4.2 Title VI Solicitation Notice: The Board, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, [select disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.
- 1.4.3 Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 1.4.4 Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations,

including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 1.4.5 Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 1.4.6 Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts, Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 1.4.7 Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- 1.4.8 Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 1.4.9 Non-Discrimination Statutes: During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - 1.4.9.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 1.4.9.2 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 1.4.9.3 The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - 1.4.9.4 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- 1.4.9.5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 1.4.9.6 Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 1.4.9.7 The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 1.4.9.8 Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- 1.4.9.9 The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 1.4.9.10 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 1.4.9.11 Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 1.4.9.12 Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

2 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.

3 CHANGES IN CONTRACT

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

4 CODES OF BUSINESS ETHICS

- 4.1 All Board employees must adhere to the Board's Code of Business Ethics, which is included in this Section by reference. The Contractor is therefore prohibited from offering or providing Board employees, directly or indirectly, any gifts or other items that the Board's Code of Business Ethics does not allow the employee to accept. The Contractor shall ensure that all of its management and other Fair Labor Standard Act-exempt employees associated with this Contract read and understand the Board's Code of Business Ethics. The Board may require each such employee of the Contractor to acknowledge in writing that they have read and do understand the Board's Code of Business Ethics found online at www.dfwairport.com.
- 4.2 Additionally, the Board frequently uses outside contractors to perform functions similar to those performed by Board employees (e.g., project managers, quality assurance inspectors, payment analysts, contract administrators, etc.). Contractor employees who perform work associated with this Contract (including any supplemental agreements, extra work authorizations, delivery orders, change orders, etc.) shall comply, in all respects, with the Board's Code of Business Ethics as it relates to their assigned scope of work on this Contract. For example, a quality assurance inspector may not accept a gift from a subcontractor that he or she is monitoring, if the Board's Code of Business Ethics would prohibit a Board employee performing the same duties from accepting the gift.
- 4.3 Any questions related to the interpretation of this Section shall be directed to the Airport Board's General Counsel.
- 4.4 The Contractor shall insert an Article containing all the provisions of this Section, including this paragraph, in all subcontracts hereunder executed except altered as necessary for the proper identification of the contracting parties and the Board under this Contract.

5 COMPLIANCE WITH LAWS

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

6 CONFIDENTIAL OR PROPRIETARY INFORMATION

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

7 CONTRACTING PROHIBITIONS: AS REQUIRED BY STATE LAW

- 7.1 **Bid Rejection:** Board will reject any bid from a bidder that:
- 7.1.1 Boycotts Israel;
 - 7.1.2 Contracts with or provides supplies or services to a foreign terrorist organization;
 - 7.1.3 Engages in certain scrutinized business operations in Sudan, Iran or with a designated foreign terrorist organization; or
 - 7.1.4 Has been complicit in the Darfur genocide during any preceding 20-month period. ¹

- 7.2 **“Boycott Israel” Defined:** “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 7.3 **Verification:** Each Bidder must execute and submit with its bid the verification included. That verification will:
- 7.3.1 Form a material part of its bid; and
- 7.3.2 Will be incorporated into any awarded contract.

8 DELIVERY / PERFORMANCE OF SERVICES

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 Failure of Contractor to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Contractor in default.
- 8.10 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.
- 8.11 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.

9 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.

10 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE):

- 10.1 All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.
- 10.2 Contractor/Consultant has full responsibility to monitor compliance to the referenced statute or regulation. Contractor/Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

11 FINANCIAL INTEREST

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

12 FISCAL YEAR FUNDING

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

13 FORCE MAJEURE

Neither Contractor nor the Board shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Contract is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "force majeure events"). For purposes of this Contract, force majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or

other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the force majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The Board shall not be responsible for payment for any product or service delayed or foreclosed by any force majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the Board from canceling or terminating this Contract (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this Contract.

14 INDEMNIFICATION AND HOLD HARMLESS

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

15 INDEPENDENT CONTRACTOR

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

16 JURISDICTION

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

17 NON-COMPETE AGREEMENTS OR CLAUSES

By execution of this contract, Contractor agrees that the Board will not be bound by any non-compete agreements or similar agreements that inhibit the Board's right to award and execute a contract to any company that submits a bid or proposal to the Board.

18 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.

19 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970:

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

20 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.

21 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.

22 MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

- 22.1 It is the policy of the Board to remove barriers for Minority/Women Business Enterprises (M/WBEs) to compete and create a level playing field for M/WBEs to participate in Board contracts and related subcontracts.
- 22.2 Additional M/WBE Program requirements, if any, shall be included in the Special Contract (Exhibit B) Provisions of the Contract.
- 22.3 The Contractor specifically agrees to comply with all applicable provisions of the Board's M/WBE Program and any amendments thereto. The Contractor agrees to include all Board M/WBE Program requirements in all subcontracts and to further require all subcontractors to include all M/WBE Program requirements into all sub-subcontracts. All subcontractors at all tiers agree to comply with all applicable provisions of the Board's M/WBE Program.

23 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.

24 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.

25 TEMPORARY SUSPENSION OF THE WORK

- 25.1 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.
- 25.2 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.

- 25.3 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.

26 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.

27 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.

28 TERMS OF PAYMENT

- 28.1 Terms of payment to the successful Bidder will be contingent upon the terms provided in the Contract and based on invoices submitted to and approved by the Vice President of PMM or designee. Invoices shall be fully documented in accordance with the specifications. If no specific payment terms are stated, the terms shall be Net 30.
- 28.2 Payment may be delayed on invoices not listing the Contract number. Invoices shall be priced per unit prices as awarded unless Contractor invoices at a discounted unit price. If Contractor invoices for less than the contracted unit price, the Board has the right to accept invoice and pay the discounted price as full satisfaction of compensation due the Contractor.
- 28.3 Invoices will be paid following delivery and acceptance unless special arrangements are made through the Vice President of PMM for partial payment or progress payments. Progress payments will be made following receipt of a valid invoice submitted by the Contractor. Invoices must reflect only the amount due for accepted portion of the services performed, materials, and equipment furnished for the period covered by each invoice.
- 28.4 Upon payment by the Board, Contractor shall pay each subcontractor the appropriate share of the payment no later than the seventh (7th) calendar day after the day on which the Contractor receives payment from the Board.
- 28.5 Unless otherwise directed, invoices shall be submitted by mail, fax or email to:

Dallas/Fort Worth International Airport Board
Procurement and Materials Management Department
Attn: Contract Accounts Payable
P. O. Box 619428
Dallas/Fort Worth Airport, Texas 75261-9428
Fax: 972-973-1102
Email: imaging@dfwairport.com

29 THIRD-PARTY BENEFICIARY CLAUSE

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

END OF GENERAL TERMS AND CONDITIONS

BID RESPONSE FORMS

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

FROM: _____
BID FIRM

1 BID PRICING:

The undersigned, as an independent contractor, hereby offers to provide Dallas/Fort Worth International Airport Board (Board), at the terms and conditions contained in this Solicitation No. 7006938 and this Bid, the following goods and/or services at the prices hereby bid:

Solicitation No. 7006938 - Compactor Container Repair Services

Refer to Bid Pricing Form Exhibit C

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 Insurance Provisions (Exhibit A)?

Yes No

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

Yes No

4 SUBCONTRACTOR AGREEMENT VERIFICATION

- 4.1 Bidder acknowledges notification that it will submit fully-executed copies of each subcontractor agreement to the assigned contract administrator prior to execution of the contract. Contractor is required to submit the subcontract agreement(s) within thirty (30) business days after receipt of Limited Notice to Proceed.

_____ Bidder's Initials

5 ORGANIZATIONAL SUMMARY INFORMATION

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

5. Optional Information:

- M/WBE
- 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 Minority/Women Business Enterprise

Certification Agency: _____

Certification Number: _____

Additional Comments if Desired:

6 WORK FORCE COMPOSITION

NAME OF BIDDING FIRM / CONTRACTOR _____

DATE _____

Classification	American Indian or Alaskan Native			Asian or Pacific Islander			Black			Hispanic			White			Total Number of Full Time Employees				
	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%	M	F	ALL	%	
M=Male / F=Female																				
Officials and Managers																				
Professionals																				
Technicians																				
Sales Workers																				
Administrative Support Workers																				
Craft Workers																				
Laborers and Helpers																				
Service Workers																				
TOTAL																				

Definitions in accordance with Equal Employment Opportunity (EEO)

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

REMARKS:

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7 COMMITMENT TO MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)

(REFER TO EXHIBIT B FOR REQUIRED FORMS TO BE INCLUDED WITH BID SUBMISSION.)

- **Commitment to M/WBE Participation Form***: Detail Prime's commitment to meeting the M/WBE goal.
- **Schedule of Subcontractors***: List all subcontractors the Prime intends to use in performing the work of the contract, including non-M/WBEs and detail percentage and dollar commitment for each.
- **Intent to Perform Contract as a M/WBE Subcontractor***: Representation by Prime to enter into a subcontract with identified M/WBE firm(s) if award the contract.
- **Good Faith Effort (GFE) Criteria & Support Documentation***: If the Prime fails to meet the M/WBE goal, this documentation must be submitted at the time of bid/proposal submission.
- **M/WBE Certificates for Prime and/or Subcontractors**. Minority/Women Business Enterprise (M/WBE) certificates must be from an approved certification agency. Other certifications, such as Minority Business Enterprise (MBE). Women Business Enterprise (WBE) and Historically Underutilized Business (HUB) certifications are not acceptable. The proposed M/WBE firm(s) is also required to have a place of business in the Airport's market area at the time of bid/proposal submission.

8 INSURANCE AFFIDAVIT

Dallas Fort Worth International Airport Board Solicitation No. 7006938

NAME OF BIDDER: _____

To be completed by the Bidder/Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 7006938, and said insurance shall be provided without change to the prices offered.

Name of Proposer: _____

Authorized Agent (please print): _____

Authorized Agent's Signature: _____

Date: _____

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

I confirm that, if awarded the Contract, the Bidding Firm stated above either has insurance coverage or can obtain coverage in compliance with the requirements of DFW International Airport Board Solicitation No. 7006938. 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: _____

9 WORKERS COMPENSATION HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

For and in consideration of the sums paid to Contractor by Board under Contract No. 7006938
 (the "Contract") and Board's agreement to allow Contractor to provide this Hold Harmless and
Indemnification Agreement in lieu of workers compensation insurance, Contractor, for himself and as
sole proprietor of Contractor, hereby agrees to release the Board, the Cities of Dallas and Fort Worth,
and their respective officers, agents and employees from, and to indemnify each of them against any
and all claims and causes of action for injury, death, disease, or employer liability arising from or in
connection with my performance of the Contract Work, save and except such personal injury, death,
disease or employer liability as are caused by the sole negligence of the Board.

I further certify that my firm qualifies for exemption from workers compensation insurance requirements
under the law; that I am the firm's sole proprietor; and that I will provide proof of medical insurance for
myself, the only person from my firm that will be performing work under this contract.

NAME OF FIRM: _____

NAME OF SOLE PROPRIETOR: _____

SIGNATURE OF SOLE PROPRIETOR: _____

DATE: _____

10 BUSINESS DISCLOSURE FORM

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

Information about Entity Submitting Bid/Proposal/Offer

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

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

I. Entity Ownership Information

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

Business Structure: (Please check only one box)					
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership			
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Joint Venture	<input type="checkbox"/> Limited Liability Company		<input type="checkbox"/> Corporation ("C")	
IF CORPORATION, please check all the type(s) below that are applicable:					
<input type="checkbox"/> For Profit <u>or</u>	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Public <u>or</u>	<input type="checkbox"/> Private		
<input type="checkbox"/> S Corporation	<input type="checkbox"/> Professional	<input type="checkbox"/> Parent-Subsidiary	<input type="checkbox"/> Close		
State of Incorporation, Registration or Formation:					
State:		Month:		Year:	
Name(s) of Owner(s) or Partners (or Owner of DBA if applicable)					
Please indicate if any such individual(s) were employed by DFW Airport and the dates employed:					
Name of Joint Venture Participants, if applicable					
Please indicate if any such individual(s) were employed by DFW Airport and the dates employed:					
UNLESS PUBLICLY TRADED list all individuals, partnerships, corporations or other entities having <u>at least 10%</u> ownership in the business <u>and indicate their percentage of ownership</u>. Please indicate if any such individual(s) were employed by DFW Airport and the dates employed. 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 10/13

11 BID ENDORSEMENT FORM

The undersigned, in submitting this Bid and endorsement of same, represents that he/she is authorized to obligate his/her firm, and that he/she has read this entire Solicitation package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

THE BIDDER AGREES THAT THIS BID, WHEN ACCEPTED BY THE BOARD, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE BIDDER AND THE BOARD. Acceptance may take the form of an Acceptance Letter or Purchase Order issued by the Board, or a Contract document issued by the Board and executed by both parties, followed by a Notice to Proceed issued by the Board. Each of these forms constitutes a legal contract equally binding between the Successful Bidder and the Board. After Bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

BID FOR SOLICITATION NO. 7006938

SUBMITTED BY:

(OFFICIAL NAME OF BIDDING FIRM)

By: _____
(Original Signature of Bidding Firm's Authorized Agent)

***Must be signed for bid
to be considered responsive***

(Typed or Printed Name)

(Title)

(Email and Telephone Number)

(Date Signed)