

BID INSTRUCTIONS AND REQUIREMENTS

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

1 CONTACT INFORMATION

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

2 PRE-BID CONFERENCE

- 2.1 If a Pre-Bid conference is held, it shall be held at the time, date and place identified on the Cover of this Request for Bid and shall be open to all interested parties for the purpose of discussing the requirements of the solicitation and/or to inspect the location where Work is to be performed. All Prospective Bidders are strongly encouraged to attend.
- 2.2 Bidders that do not attend may be required to provide additional information or documentation to validate that they fully understand the Board's requirements.
- 2.3 It is the responsibility of the Bidder to fully understand the scope of work and the conditions under which Work is to be performed. Failure to attend a Pre-Bid conference shall not relieve a Bidder from full performance of any Contract awarded to the satisfaction of the Board.

3 ADDENDA

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

4 MINORITY AND/OR WOMEN-OWNED BUSINESS ENTERPRISES (MWBE)

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

5 BID PREPARATION

- 5.1 Submittals: Bidder must submit all Bid Response Forms, plus all addenda, completed

forms, and any requested information and documentation as part of its Bid. Bidder's failure to include all submittals may be cause to consider a bid non-responsive.

5.1.1 Completing the Business Disclosure Form:

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

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

5.3 Bid Language / Currency: Bidders must submit their bid in the English language and bid pricing must be in Dollars of the United States of America.

5.4 Freight and Shipping: Bid prices shall include the cost to ship all products and materials to the Dallas/Fort Worth International Airport, F.O.B. Destination, Freight Prepaid and Allowed.

5.5 Tax Exempt Status: Purchases by the Board are exempt from sales and use tax under Section 151.309 of the Texas Tax Code (the "Code"). In addition, Contractor purchases of tangible personal property and taxable services for the purpose of reselling them to the Board under this Contract may also be exempt from sales and use tax under Code Section 151.302.

5.6 Acceptance of Specification Requirements: The Board will presume that the product or service offered complies with each requirement of the specifications unless indicated otherwise. If the product or service offered is different than specified, Bidder must note the difference on the Bid Response Form and attach a document that details the exception(s) to specifications. Failure of the Bidder to make the required acknowledgements may cause the bid to be considered non-responsive, in the sole determination of the Board. Should any product be delivered or service performed which is not as the Successful Bidder has purported it to be in its Bid, said Successful Bidder will be required to correct any deficiencies without additional cost to the Board.

- 5.7 Brand Name or Equal: To establish an understanding of the type products that will be considered responsive to the Specifications, specific manufacturers and series or model numbers may have been referenced. Unless specified "no substitute" in the Solicitation Specifications/Scope of Work, such brand identification is intended to be descriptive, not restrictive, and is referenced to indicate the quality and characteristics of products that will be satisfactory. Unless specified "no substitute" in the Solicitation Specifications/Scope of Work, other makes and models (alternate products) may be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.
- 5.7.1 Bidders offering alternate products must clearly identify said products in their bids. Product equality shall be determined solely by the Board based on comparison of all material respects to the brand name products referenced solely by the Board to be equal in all material respects to the brand name products referenced.
- 5.7.2 Bidders must submit with their Bid, complete manufacturer's descriptive literature and identification of the product being offered.
- 5.7.3 Bidders proposing alternate products must be prepared, if requested by the Board, to fully demonstrate that the proposed products are equivalent to the referenced products and capable of achieving the desired results. Such demonstration(s) shall be made solely at the Bidder's expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Board.
- 5.7.4 Unless the Bidder clearly indicates in its bid that it is offering an alternate product, its bid shall be considered as offering the brand name and product model referenced.
- 5.8 Alternate Bids: Alternate bids will be considered only if the Bidder submits a separate bid based on the specifications provided in this Solicitation. Alternate bids must be clearly labeled as such. All alternate bids must detail any product, service or performance modifications proposed in the alternate bid. The Board reserves the sole right to accept or reject an alternate bid.
- 5.9 Confidential or Proprietary Markings: Any portion of the Bid that Bidder considers confidential or proprietary information, or to contain trade secrets of Bidder must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the Board with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

6 SUBMITTAL OF BIDS

- 6.1 **The Board will accept bids no later than the Deadline for Bid Submittal in hard copy form based on the following criteria. The Board will not consider late bids under any circumstances.**
- 6.1.1 Bids must be signed, sealed and delivered to the Board's Procurement and Material Management (PMM) Offices. Unsigned, unsealed or late bids will not be considered. Bids submitted by email or facsimile will not be considered. The Bid submittal must be clearly marked with the Solicitation Number, Bid Opening Date and Time and addressed to the attention of the PMM Department.
- 6.2 Bid Bond: If a Bid Bond is required, details will be included in the Special Provisions of this Solicitation. Bidder will be required to submit the original copy of any Bid Bond required with the Hard Copy Bid or otherwise deliver it to the PMM Office prior to the deadline for Bid Submittal. Bid Bonds must be delivered in a sealed envelope bearing the Solicitation Number and Bid Opening Date and Time.

7 PUBLIC BID OPENING / EVALUATION OF BIDS

- 7.1 The Board will open all bids properly received in a public meeting and read the bids aloud. The meeting location (identified on the cover page of this Request for Bid) is accessible. Requests for special accommodations or interpretive services must be made 48 hours prior to meeting by calling 972-973-5600 or faxing 972-973-5601.
- 7.2 The Board will tabulate bids based on the unit prices bid and quantities shown in the bid or based on a predetermined group of items selected for evaluation purposes. In the case of conflict between unit prices and extended prices, unit prices shall prevail.
- 7.3 Bid tabulations will be placed on the Board's website after Airport Board approval of award.
- 7.4 Bids submitted shall be final and are not negotiable; therefore, Bidder must provide their best and final pricing in their bid response.
- 7.5 The Board reserves the right to require additional information from any or all Bidders and to conduct necessary investigations to determine (a) if the product and/or service offered meets the Board's requirements, (b) the quality and reliability of the Bidder's performance, and/or (c) to determine the accuracy of the bid information. As part of said investigations, the Board may interview and/or visit companies or public entities listed as references.
- 7.6 The Board reserves the right to select any/all options that is/are determined to be in its best interests and at the sole discretion of the Board.
- 7.7 Except in the case(s) of one or more "tie bids", terms of payment, as offered by the Bidder, will not be considered by the Board for determining the most responsive bid. Bidders stated terms of payment, however, may be used as a guide in determining the method and timeliness of payment to the Bidder by the Board, following successful delivery and/or completion of services, as specified herein.
- 7.8 In the event of a tie bid, where bid price, responsiveness, responsibility and all other factors are equal, as solely determined by the Board, the Tie Bidders will be notified and invited to attend a meeting where the tie will be broken by drawing lots.

8 BID AWARD

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

9 CONTRACT WITH THE BOARD

- 9.1 A bid, when accepted by the Board will constitute a Contract between the Board and the Successful Bidder. Acceptance may take the form of an Acceptance Letter or Purchase Order issued by the Board, or a Contract document issued by the Board and executed by both parties, followed by a Notice to Proceed issued by the Board. Each of these forms 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.
- 9.2 Bidder is required to review all the terms, conditions and contract provisions contained in this Solicitation to ensure it can comply with and concurs with all requirements.
- 9.3 Bidder is required to review any insurance requirements that may be required in the Special Provisions to ensure it has adequate insurance or it will obtain the required insurance if awarded a Contract. Proof of insurance must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.

- 9.4 Bidder is required to review the payment terms and is advised that, unless other terms are requested and accepted, payment shall be made in accordance with the Texas Prompt Payment Act, including the provision that payment be made within 30 days after receipt of a valid invoice or receipt of products / services in accordance with the specifications, whichever is later.

10 DETERMINATION OF NON-RESPONSIBLE BIDDER

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

- 10.1 Reason for believing collusion exists among the Bidders.
- 10.2 Where the Bidder, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Board, or with either the cities of Dallas or Fort Worth, or where such litigation is contemplated or imminent, in the sole opinion of the Board.
- 10.3 The Bidder being in arrears on any existing Contract or having defaulted on a previous Contract.
- 10.4 Lack of competency, in the judgment of the Board, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- 10.5 Uncompleted work that, in the judgment of the Board, will prevent or hinder the prompt completion of additional work if awarded.
- 10.6 Where the Bidder, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.
- 10.7 Where a Bidder or subcontractor thereof has failed to disclose a potential conflict of interest or discovered to have a conflict of interest in accordance the Board's Code of Business Ethics.
- 10.8 Where a Bidder, its subcontractor, or individual officer/principal of the bidder or subcontractor is under criminal indictment or been convicted of a criminal offense.

11 DETERMINATION OF NON-RESPONSIVE BID

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

- 11.1 The Bid shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate bids, or irregularities of any kind, in the sole determination of the Board.
- 11.2 Bid received after the time limit for receiving bids.
- 11.3 Bid was not signed.
- 11.4 Unbalanced value of any items.
- 11.5 Improper or insufficient bid guaranty, if required.
- 11.6 Bid did not meet specifications.
- 11.7 Bid did not contain all requested/required documents, submittals and /or samples.

12 REJECTION OF BIDS

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

- 12.2 Until a Contract is executed, the Board reserves the right to reject any or all bids, to waive technicalities, to re-advertise, to decline to proceed or to otherwise proceed with procurement of goods and services herein defined by other method(s) allowed by law and in the best interests of the Board.

13 WITHDRAWING BIDS

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

END OF BID INSTRUCTIONS AND REQUIREMENTS