



DALLAS  
FORT WORTH  
INTERNATIONAL  
AIRPORT

## REQUEST FOR BID

**Solicitation No. 278060**

**Purchase Electric Sedans**

**Bid Opening and Deadline for Bid Submittal:**

**May 12, 2021 at 11:00 a.m. (Central Time)**

*Bid Opening Location:* DFW Airport Headquarters  
Southgate Plaza  
2400 Aviation Drive (*directions on next page*)  
DFW Airport, TX 75261

*BIDS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED*

**DFW Airport Contact:**

**Keith White**  
972-973-5608 (fax)  
kwhite@dfwairport.com

**For Bid Package Submittal by Mail or Delivery Service:**

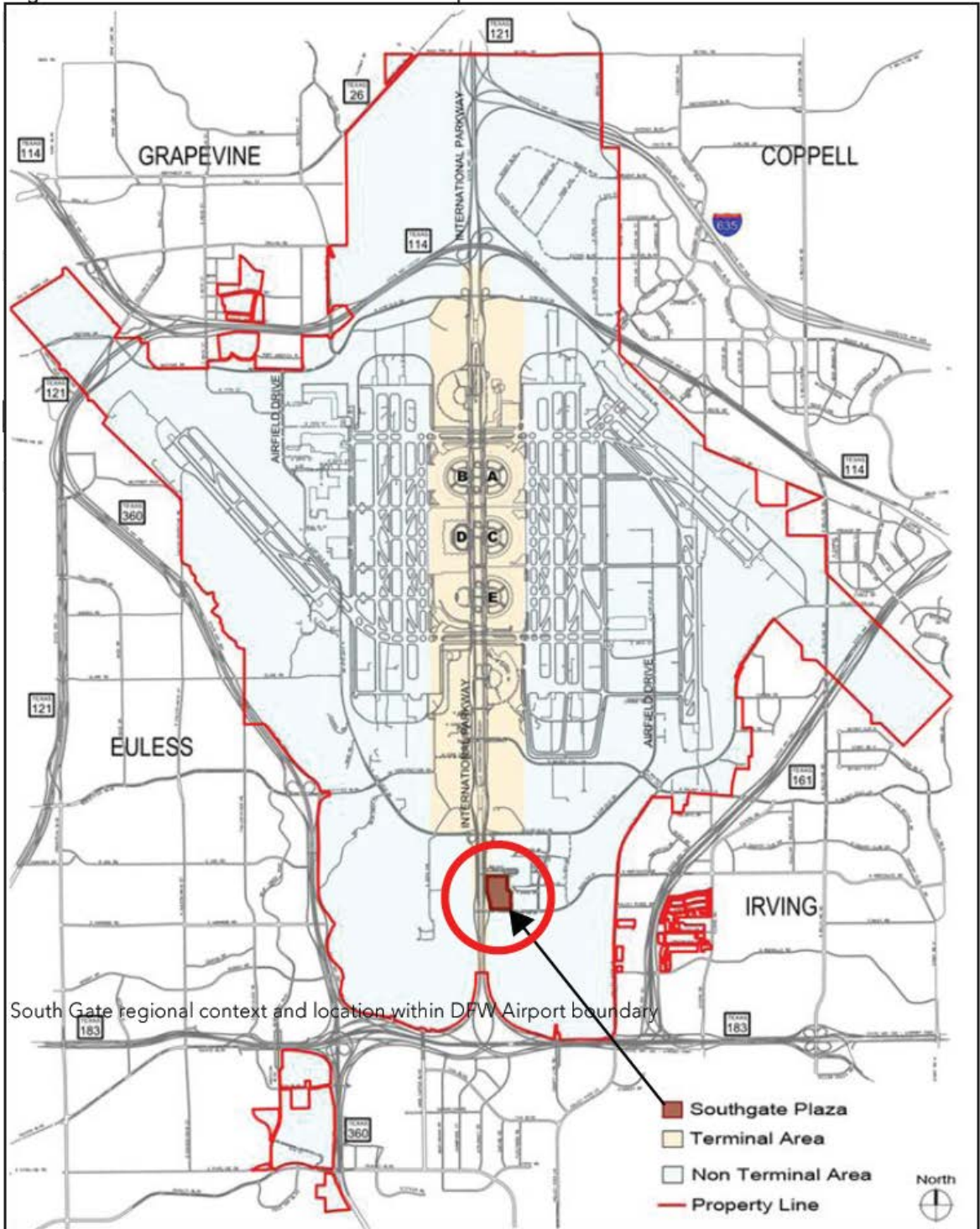
**Physical Address:** 2400 Aviation Drive  
DFW Airport, TX 75261

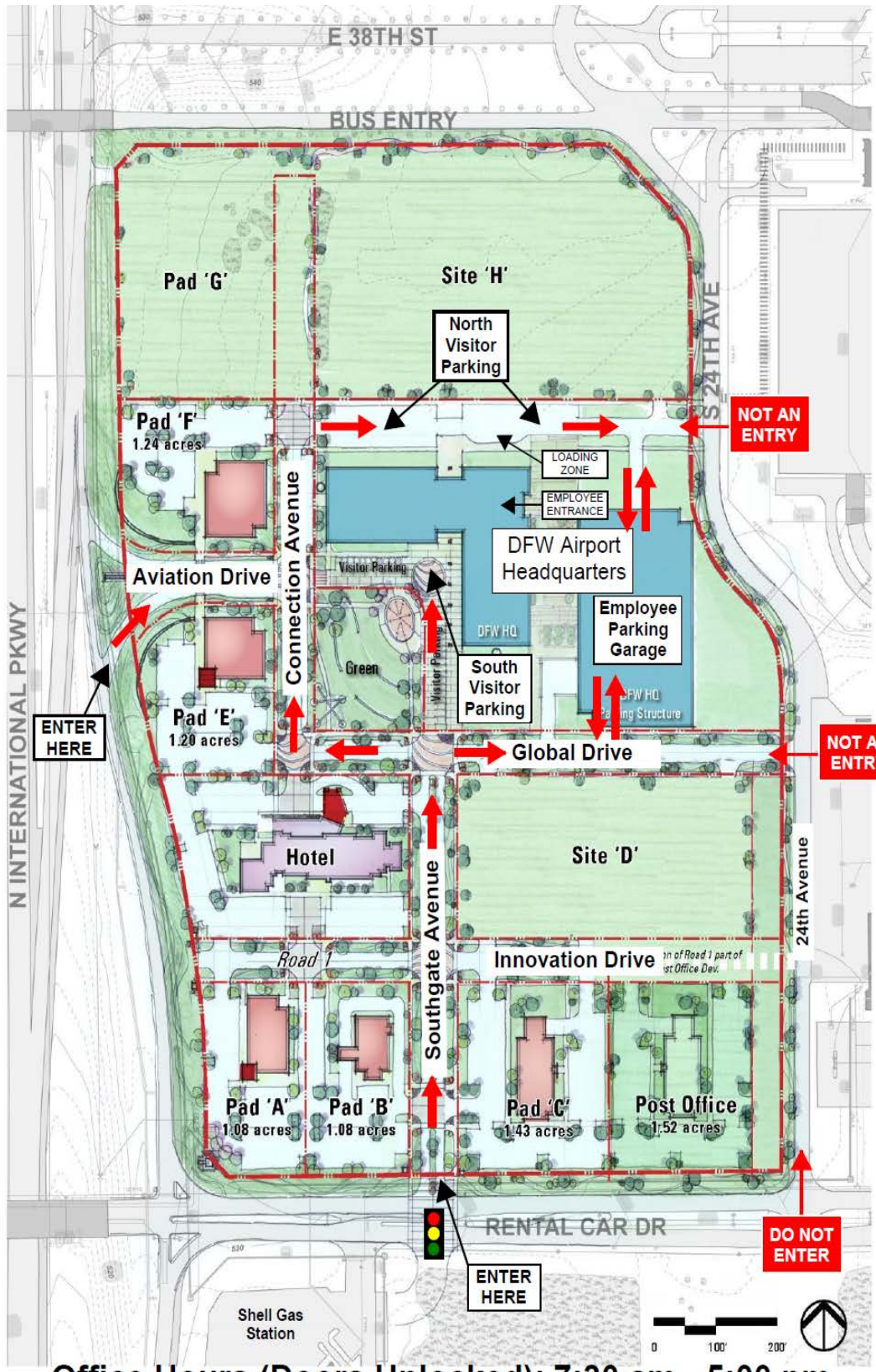
**Mail Address:** P.O. Box 619428  
DFW Airport, TX 75261-9428

**A Pre-Bid Conference Will Not Be Held**

# DFW AIRPORT HEADQUARTERS LOCATION MAP SOUTHGATE PLAZA

Figure 1-1: South Gate Plaza District Location Map





**Office Hours (Doors Unlocked): 7:30 am - 5:00 pm**

# SOLICITATION SUMMARY

## 1 GENERAL DESCRIPTION

Purchase Order to supply Electric Sedans.

## 2 SCHEDULE OF EVENTS

Please find below a Tentative Schedule of Events for this Solicitation. The Dallas Fort Worth International Airport (Airport) reserves the right to revise the Tentative Schedule of Events as necessary.

Deadline for Questions:..... **April 28, 2021, 5:00 p.m.** (Central Time)

Bid Opening and Deadline for Bid Submittal: ..... **May 12, 2021, 11:00 a.m.** (Central Time)

Airport Board Approval Date:..... **TBD**

Notice to Proceed ..... **TBD**

## 3 CONTRACT TERM – N/A

One-time Procurement

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

The 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.

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## **GENERAL BID INSTRUCTIONS AND REQUIREMENTS**

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A Bid is requested by the Dallas Fort Worth International Airport Board (Airport). The Airport 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 the cover page of this Request for Bid (Solicitation).

### **1 DEFINITIONS**

- 1.1 **Bid or Bid Submittal:** used throughout this document to reference the documents submitted from a Bidding Firm in response to the Request for Bid.
- 1.2 **Bidder, Bidding Firm, or Supplier** may be used throughout this document to reference the firm submitting a Bid.
- 1.3 **Contractor or Successful Bidder** may be used throughout this document to mean a Bidder that is awarded a Contract as a result of this Request for Bid.
- 1.4 **Dallas Fort Worth International Airport Board** may also be referenced throughout this document as DFW Airport Board, DFW Airport, Airport Board, Airport, or Board.
- 1.5 **Request for Bid (RFB) or Solicitation** may be used throughout this document to mean this entire document, which includes details of requirements, and the terms and conditions applicable in a resulting contract.

### **2 CONTACT INFORMATION**

- 2.1 It is the Bidder's responsibility to obtain clarification on any information contained herein.
- 2.2 Bidders must submit all questions or requests for clarification **ONLY** in writing and **ONLY** to the person designated as the DFW Airport Contact for this RFB. ***The Airport may reject the Bid from any Bidder that contacts other Airport personnel for information or clarification on this RFB.***
- 2.3 Prospective Bidders must reference the Solicitation Number in all correspondence pertaining to this Request for Bid.

### **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 Page of this Request for Bid and shall be open to all interested parties for the purpose of discussing the requirements of the solicitation.
- 3.2 All Prospective Bidders are strongly encouraged to attend.
- 3.3 Bidders that do not attend may be required to provide additional information or documentation to validate that they fully understand the Airport's requirements.
- 3.4 It is the responsibility of the Bidder to fully understand the scope of work and the conditions under which any Work is to be performed. Failure to attend a Pre-Bid conference or request additional information shall not relieve a Successful Bidder from full performance of any resulting Contract to the satisfaction of the Airport.

### **4 ADDENDA AND CLARIFICATIONS**

- 4.1 The Airport may elect to issue changes to the Request for Bid. The Airport will issue changes to the RFB **ONLY** in the form of a written addendum. 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.
- 4.2 The Airport will post any addendum issued on the Airport's website ([www.dfwairport.com](http://www.dfwairport.com)) prior to the deadline to submit Bids. The Airport will also send an email notification to all known Prospective Bidders. In order to receive email notifications, Prospective Bidders are encouraged to alert the DFW Airport Contact that they are interested in submitting a Bid.

- 4.3 It is the Bidder's responsibility to ensure receipt of any addenda issued. The Bidder must sign all addenda and return them with their Bid. Addenda shall become part of the Contract documents.
- 4.4 If the Airport issues a clarification to the RFB, it will be issued separately and will not become part of the final Contract.

## **5 MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE)**

- 5.1 The Airport strongly encourages certified M/WBE firms to participate in this solicitation and encourages joint venture Bids that include certified M/WBE firms.
- 5.2 Bidders are directed to review the Minority/Women Business Enterprise Provisions – Exhibit B and the related forms of this solicitation for the specific M/WBE goal for this RFB and important compliance requirements.

## **6 ENVIRONMENTALLY PREFERABLE PURCHASING**

- 6.1 The Airport has adopted environmental purchasing guidelines to ensure that products and services meet its environmental goals. The Airport will give preference (whenever feasible) to products that:
- Cut back on greenhouse gas emissions or are made with renewable energy;
  - Decrease the use of toxins detrimental to human health and to the environment;
  - Contain the highest possible percentage of post-consumer recycled content;
  - Cut back on air, land, and/or water pollution;
  - Reduce the amount of waste they produce;
  - Are reusable or contain reusable parts; and/or
  - Are multifunctional.
- 6.2 The Airport may ask its suppliers to offer environmentally preferable products, work to meet or exceed environmental performance expectations, and/or show documentation of their supply-chain impacts.
- 6.3 The Airport may specify environmentally preferable products and services in the solicitation. Environmentally preferable products and services of similar quality and price to conventional counterparts shall gain a purchasing preference. When the greenest option is not available, is too costly, or impractical, the Airport may then consider how the products are produced, as well as the environmentally and socially responsible management practices of suppliers and producers.

## **7 WARRANTY**

Bidders must include manufacturers' standard warranty for parts and labor in the prices Bid and must meet or exceed any warranty requirement specified herein.

## **8 BID PREPARATION**

- 8.1 Bidder must complete and submit all Bid Response Forms, all addenda, and any other requested information and documentation as part of its Bid.
- 8.2 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 list of owners' percentages do not equal to 100%, you may write: "all others own less than 10%".
- 8.3 Endorsing the Bid: An authorized officer of the Bidding Firm must sign their Bid. Signing the Bid signifies the firm's Bid is valid and that the firm agrees to comply with all requirements set forth in the Solicitation, except where properly documented in the Bid Response Forms. ***The Airport shall reject any unsigned Bid.***
- 8.4 Bid Language / Currency: Bidders must submit their Bid in the English language and Bid pricing must be in United States of America currency.
- 8.5 Freight and Shipping: Unit prices must include the cost to ship all products and materials to the Dallas Fort Worth International Airport, F.O.B. Destination, Freight Prepaid and Allowed.
- 8.6 Tax Exempt Status: Purchases by the Airport are exempt from sales and use tax under Section 151.309 of the Texas Tax Code (Code). In addition, tangible personal property and taxable services purchased by the Contract to resell to the Airport under this Contract may also be exempt from sales and use tax under Code Section 151.302.
- 8.7 Acceptance of Requirements: Bidders must clearly describe on the Bid Response Form, any exception they wish to take to the Airport's Special Provisions, General Terms and Conditions, or Specifications. If the Bidder does not clearly indicate in their Bid that they are requesting an exception, the Airport shall conclude that the Bidder accepts all Special Provisions, General Terms and Conditions, and Specifications as written. If the Airport subsequently awards a Contract to that Bidder based on this conclusion, the Bidder shall be bound to honor his offer and comply with all requirements of the RFB. The Airport will review exceptions requested by Bidders; however, the Airport may decide it is not in its best interest to accept a request for exception and declare the Bid non-responsive. The Airport's decision in this matter shall be final.
- 8.8 Brand Name or Equal: The Airport may reference specific manufacturers and model numbers in the Specifications in order to establish an understanding of the quality and characteristics of products it deems acceptable. Bidders are to consider these references descriptive, not restrictive, unless the reference specifies that no substitutes are allowed. Bidders may offer other makes and models (alternate products) for consideration by following the instructions for offering alternate products.
- 8.9 No Substitute: The Airport may reference specific manufacturers and model numbers with the note "**No Substitute**" in the Specifications. Bidders are required to submit their Bids for the specific manufacturers and model numbers referenced. The Airport will not consider alternate products offered for these items unless the manufacturer has discontinued the referenced product.
- 8.10 Alternate Products: Alternate products are products offered by the Bidder instead of the product specified in the Request for Bid. Suitable alternate products must be equal in quality, design use, operational size and characteristics.
- 8.10.1 If the Bidder does not clearly indicate in their Bid that they are offering an alternate product, the Airport shall conclude that the Bidder is offering the brand name and product model referenced. If the Airport subsequently awards a Contract to that Bidder based on this conclusion, the Bidder shall be bound to provide the brand name and model referenced at the unit price offered in their Bid.
- 8.10.2 If the manufacturer has discontinued a product the Airport has listed in the Specifications, Bidders should so note and propose a suitable alternate product.

- 8.10.3 The Airport will not approve alternate product(s) prior to the deadline to receive Bids. The Airport will evaluate alternate products after all Bids are received and will determine if alternate products are acceptable. The Airport's decision in this matter shall be final.
- 8.10.4 Bidder must note any difference in their alternate product from the product specified in the RFB on the Bid Response Form and attach a document that details the differences in the products. The Airport may declare any Bid non-responsive that does not include the required information on an alternate product.
- 8.10.5 Bidders must submit with their Bid a manufacturer's technical data sheet and, if applicable, the safety data sheet (SDS) for the alternate product offered.
- 8.10.6 Bidders proposing alternate products must be prepared, if requested by the Airport, to demonstrate that the alternate products offered are equivalent to the specified products and capable of achieving the desired results. Bidders shall provide such demonstration(s) at their expense in a manner best representative of the requirements to be met and at a schedule convenient to the Airport.
- 8.10.7 Bidders must state in their Bid Submittal if product samples, if requested, are to be returned at the conclusion of the product evaluation process.
- 8.11 Alternate Bids: The Airport shall not accept alternate Bids, defined as additional offers submitted by a Bidder for Airport consideration.
- 8.12 Delivery After Receipt of Order (ARO): Timely delivery is an important factor to the Airport and Bidders must state their delivery lead times in their Bid Submittal. Delivery ARO is that period elapsing from the time the Airport places an order until the Airport receives the order at the specified delivery location.
- 8.13 Confidential or Proprietary Markings: The Airport must comply with the Public Information Act (Texas Government Code Title 5, Subtitle A, Chapter 552).
  - 8.13.1 A Bidder must clearly mark any portion of their Bid Submittal that they believe contains confidential or proprietary information, or trade secrets. Bidder should not mark their entire Bid Submittal "Confidential" and/or "Proprietary".
  - 8.13.2 Said marking does not guarantee the Airport will not release the information under the Public Information Act or as otherwise required by law.
  - 8.13.3 Airport Legal Staff will thoroughly review requests for documents that are marked Confidential and/or Proprietary and, if appropriate, request an opinion from the Texas Attorney General's office prior to releasing documents requested under the Public Information Act.
- 8.14 Cooperative Purchasing Agreement: If the Successful Bidder agrees, the Airport may allow other local governmental entities to participate in the contract, under the same terms and conditions. See General Terms and Conditions for more detail. Bidder's authorized agent must indicate on the Bid Response Form (2B) if Bidder agrees to allow other governmental entities to participate in a Contract, if awarded. Bidders are not required to agree to this provision in order to be considered responsive to the RFB.

## 9 SUBMITTAL OF BIDS

- 9.1 **The Airport will accept hard copy Bids no later than the Deadline for Bid Submittal stated on the Request for Bid cover page.**
  - 9.1.1 Bidders must sign, seal, and deliver Bids to the Airport location stated on the RFB Cover Page.
  - 9.1.2 **The Airport will not consider unsigned, unsealed or late Bids.**
  - 9.1.3 The Airport will **not** consider Bids submitted by email, facsimile or other electronic means.
  - 9.1.4 The Bidder must address their sealed Bid Submittal to the attention of the PMM Department and clearly indicate the Solicitation Number and Bid Opening Date and Time. See the Bid Forms Section of this Solicitation for label that may be used.

- 9.2 Bids must be valid for at least ninety (90) days after Bid Opening day and time.
- 9.3 The Airport has provided Bid Preparation and Response Forms as a part of this RFB package. Bidders may find electronic versions of the forms on the Airport's website under Business Opportunities, Solicitation Schedules (<http://www.dfwairport.com/business/solicitations/index.php>), or upon request.
- 9.4 Bidders must fully complete all forms, sign as applicable, and submit the following with their Bid.
- Request for Bid Cover Page
  - All Bid Response Forms
  - All Addenda released by the Airport for this RFB.
  - Any additional information or documentation requested under the Special Instructions Section.
- 9.5 ***The Airport may declare a Bid non-responsive if the Bidder fails to properly complete and include all required documents and information in their Bid Submittal.***
- 9.6 Bids submitted are final and are not negotiable; therefore, Bidder must provide their best and final pricing in their Bid response.

## **10 NON-COMPETE AGREEMENTS**

By submission of a Bid or the execution of a contract, Bidder/Contractor agrees that the Airport shall not be bound by any non-compete agreements or similar agreements that inhibit the Airport's right to award and execute a contract to any company that submits a Bid or proposal to the Airport.

## **11 PUBLIC BID OPENING**

- 11.1 The Airport 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. The public may request special accommodations or interpretive services up to 48 hours prior to meeting by contacting the person identified as the DFW Airport Contact on the Cover Page of this RFB.
- 11.2 Bid tabulations will be available once Bid evaluations are complete.

## **12 WITHDRAWING BIDS**

- 12.1 A Bidder, by submitting a Bid, warrants and guarantees that they carefully reviewed the Bid and it is in all things true and accurate. If a Bidder subsequently discovers a material mistake in their Bid, they may request to withdraw their Bid from consideration.
- 12.2 To withdraw a Bid, the Bidder must submit a request in writing to the Vice President of Procurement and Materials Management (PMM VP).
- 12.2.1 The request to withdraw a Bid must state the reason for withdrawal request.
- 12.2.2 Any request made after the Bid opening time must include the details of the material mistake made.
- 12.3 If a Bidder requests to withdraw their Bid before the Bid opening time, and the PMM VP or Designee accepts the request to withdraw, then the Airport will return the Bid to the Bidder unopened.
- 12.4 If a Bidder requests to withdraw their Bid after the Bid opening time, and the PMM VP or Designee accepts the request to withdraw, then the Airport shall declare the Bid null and void and it may not be reinstated as a valid Bid thereafter.

## **13 BID AWARD**

If the Airport awards a Contract as a result of this Solicitation, the selection of the Successful Bidder will be based on the evaluation criteria detailed in the Evaluation of Bids section of this RFB.

## **14 CONTRACT WITH THE AIRPORT**

- 14.1 A Bid, when accepted by the Airport, constitutes a Contract between the Airport and the Successful Bidder.

Acceptance may take the form of an Acceptance Letter or Purchase Order issued by the Airport, or a Contract document issued by the Airport and executed by both parties, followed by a Notice to Proceed issued by the Airport. Each of these forms constitutes a legal contract equally binding between the Successful Bidder and the Airport. After Bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.

- 14.2 If the Airport awards a Contract, the documents listed below shall be made a part of the contract, in the order of precedence listed. The documents listed shall constitute the entire Contract between the parties.
- Accepted Exceptions, if applicable
  - Addenda, if applicable
  - Solicitation Specifications
  - Special Provisions
  - General Terms and Conditions
  - Contractor's Bid Response Forms
- 14.3 Bidders are required to review all the terms, conditions and contract provisions contained in this Request for Bid to ensure they concur with and can comply with all requirements.

## **15 CERTIFICATE OF INTERESTED PARTIES**

Effective January 1, 2016, all contracts approved by the Airport Board will require completion of Form 1295 "Certificate of Interested Parties" pursuant to Texas Government Code Section 2252.908. Contractors awarded an Airport Board approved contract, change order, amendment or renewal will be required to submit a signed copy of the completed Form 1295 to the Airport at the time the Contractor submits the signed contract to the Airport. 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) for more information.

## **16 SPECIAL BIDDING INSTRUCTIONS AND REQUIREMENTS**

In case of conflict between General and Special Bidding Instructions and Requirements, Special Bidding Instructions and Requirements shall prevail.

## **END OF GENERAL BIDDING INSTRUCTIONS AND REQUIREMENTS SECTION**

## **EVALUATION OF BIDS**

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### **1 EVALUATION CRITERIA**

- 1.1 Bids submitted are final and not negotiable.
- 1.2 The Airport shall evaluate Bids based on the following:
  - Price;
  - Compliance with the specifications, including, but not limited to completeness and submittal of all required information and forms; and
  - Responsibility of Bidder
- 1.3 The Airport reserves the right to evaluate and award a Purchase Order or Purchase Orders as follows:
  - Evaluate total extended pricing for all items and award to one Bidder;
  - Evaluate total extended pricing by item, section or category and award to multiple Bidders;
  - Evaluate by item, sections or categories of items, and award a primary Purchase Order to one Bidder and secondary Purchase Order(s) to one or more Bidders;
  - Evaluate and make partial or no award of items (see Rejection of Bids).
- 1.4 The Airport shall select the evaluation and award option that serves its best interest and the decision shall be final.

### **2 REJECTION OF BIDS**

- 2.1 The Airport shall automatically reject any Bid submitted after the Deadline for Bid Submittal and return it unopened to the Bidder.
- 2.2 Until a Contract is executed, the Airport 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 Airport.

### **3 DETERMINATION OF NON-RESPONSIBLE BIDDER**

The Airport may disqualify a Bidder as non-responsible and not consider that Bidder's Bid Submittal for reasons including but not limited to the following:

- 3.1 the Airport has reason to believe collusion exists among the Bidders;
- 3.2 If the Bidder, their subcontractor or supplier is in litigation with the Airport, the city of Dallas, or the city of Fort Worth, or where such litigation is contemplated or imminent, in the sole judgment of the Airport;
- 3.3 If the Bidder is in arrears on payment due the Airport or has defaulted on a previous Contract;
- 3.4 If the Bidder lacks competency to perform the contract based on pertinent factors, including but not limited to, experience, capacity, and financial stability, in the sole judgment of the Airport;
- 3.5 If the Bidder or their contractor failed to perform in a satisfactory manner on a previous Airport Contract, in the sole judgment of the Airport;
- 3.6 If the Bidder thereof has failed to disclose a potential conflict of interest or is discovered to have a conflict of interest in accordance with the Airport's Code of Business Ethics;
- 3.7 If the Bidder, or individual officer/principal of the Bidder, or Subcontractor is under criminal indictment or been convicted of a criminal offense.

### **4 DETERMINATION OF NON-RESPONSIVE BID**

The Airport may disqualify a Bid as non-responsive and not consider that Bid Submittal for reasons including but not limited to the following:

- 4.1 If 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 Airport;
- 4.2 If the Bid is not signed;
- 4.3 If there exists an unbalanced value of any items;
- 4.4 If the Bid does not meet specifications;
- 4.5 If the Bid does not comply with the General and Special Bidding Instructions and Requirements;
- 4.6 If the Bid does not contain all requested/required documents and submittals.

**END OF EVALUATION OF BIDS SECTION**

## **SPECIFICATIONS / SCOPE OF WORK**

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### **1 GENERAL OVERVIEW**

- 1.1 The Dallas / Fort Worth International Airport Board (Board) is seeking bids for Electric Sedans.
- 1.2 Throughout this Specification, all described features and other requirements are the minimum levels acceptable to the Board. Any minimum requirement may be exceeded by a Bidder if it will enhance the quality and functional value of the equipment. Failure to meet or exceed a minimum requirement must be documented on the Bid Response Form and fully documented on an attached page. Failure to note exceptions to the bid requirements on the Bid Response Form and describe exceptions in detail may cause rejection of a bid. The Board shall solely determine if any exception to a bid requirement is acceptable and this determination will be final.
- 1.3 The quantities specified are estimates based on known requirements at the time of the Solicitation. The Board reserves the right to order more or less than the estimated quantities herein referenced.
- 1.4 The Board intends to award a Purchase Order to the lowest responsive, responsible Bidder.
- 1.5 To establish an understanding of the type of vehicle that will be considered responsive to the specifications, specific manufactures and series or model numbers may have been identified. Such identification is intended to be descriptive, not restrictive, and is provided to indicate the quality and characteristics of products that will be satisfactory. Other makes and models may be submitted for consideration provided they are equal in quality, design, and characteristics.
- 1.6 Bidders must include in their Bid Proposal; complete manufacture's descriptive literature and identification of the equipment being offered.
- 1.7 Bidders offering products other than those herein referenced may be required to provide additional information and/or arrange to demonstrate to the Board's satisfaction that the product being offered complies with these Specifications and meets the Board's requirements.
- 1.8 The vehicles to be furnished under this bid shall be new, current production models and must be delivered with all features that are standard for the model bid, whether or not specifically listed in these Specifications.
- 1.9 The vehicles shall be equipped with all devices and accessories as prescribed by the Texas Highway and Motor Vehicle Standards and all equipment and accessories shall confirm to the Federal Motor Vehicle Safety Standards of the National Highway Traffic Safety Administration.
- 1.10 Each vehicle shall be delivered with two (2) Complete Sets of Operating, Maintenance and Service Manuals (OEM Chassis and Upfitter) on Paper and Flash Drive Media.
- 1.11 **Bidder must have a valid Franchise Dealer License in the State of Texas.**
- 1.12 **The electric sedans will be funded by a Zero Emission Vehicle (ZEV) FY2020 Grant.**

## 1.13 BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

### Certificate of Buy American Compliance for Manufactured Products

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
- Only installing steel and manufactured products produced in the United States;
  - Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic product.
- To furnish U.S. domestic product for any waiver request that the FAA rejects
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b).

By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that supports the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
- To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### Required Documentation

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:



- a) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25 percent. The required documentation for a Type 4 of waiver is:

- a) Detailed cost information for total project using U.S. domestic product.
- b) Detailed cost information for total project using non-domestic product.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

## 2 SPECIFICATIONS / VEHICLE REQUIREMENTS

2021 Tesla Model 3 fully electric sedan or equal

Standard Range Plus

Buy American 60% or greater to meet the Buy America Waiver Process requirements.

[https://www.faa.gov/airports/aip/aip\\_handbook/media/AIP-Handbook-Order-5100-38D-Chg1.pdf#page=571](https://www.faa.gov/airports/aip/aip_handbook/media/AIP-Handbook-Order-5100-38D-Chg1.pdf#page=571)

### Specifications

263 miles of range

Rear-wheel drive

Glass roof

Power-adjustable front seats

15-inch touchscreen

Navigation system

Bluetooth

Basic Autopilot

Air conditioning

Alloy wheels

Automatic headlights

Cargo area light

Cruise control

Daytime running lights

Driver multi-adjustable power seats

Driver/front passenger climate controls

Electric steering

FM radio

Fog lights

Heated exterior mirror

Interior automotive day/night or electrochromic mirror

Interval wipers

Leather steering wheel

Power adjustable exterior mirror

Power door locks

Power windows

Rear window defogger

Steering mounted controls

Telescopic steering

Tilt steering

Tire inflation/pressure monitor

Vehicle anti-theft

Fuel economy

Up to 148/132 MPGe (city/highway)

Weight

3,554 lbs.

Seating

5 Seats (max.)

Engine and Power

0-60 Time 3.2 - 5.3 seconds

Transmission and Chassis

Transmission 1-Speed Automatic

Drive

AWD

Wheels and Tires

Wheels

18" Aero Wheels

Tire size

235/35 R20 · 235/45 R18

Payload and Towing

Cargo volume 15 cu ft

Dimension (Exterior)

Length 184.8 in

Width 76.1 in

Height 56.8 in

Wheelbase 113.2 inch

Dimension (Interior)

Front leg room 42.7 in

Rear leg room 35.2 in

Front head room 39.6 in

Rear head room 37.7 in

Front shoulder room 56.3 in

Rear shoulder room 54.0 in

Front hip room 53.4 in

Rear hip room 52.4 in

Exterior Paint Color

Pearl White Multi-Coat

Interior Color

All Black

Key Fobs

Four (4) each per vehicle

**END OF SPECIFICATIONS / SCOPE OF WORK**

## **SPECIAL PROVISIONS**

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### **1 CONTRACT TERM – N/A One-time Procurement**

### **2 ANTI-CORRUPTION COMPLIANCE**

- 2.1 Contractor represents and warrants that it has not taken and will not take any action that would constitute a violation of the U.S. Foreign Corrupt Practices Act (“FCPA”) and/or any anti-corruption law and/or regulation of any country for which the Contractor conducts services for the Board. In furtherance of the FCPA compliance obligations, at no time during the term of the Contract, will the Contractor pay, offer, give or promise to pay or give, any monies or any other thing of value, directly or indirectly to: (a) any officer or employee of any government, or any department, agency or instrumentality of any government; (b) any other person acting for, or on behalf of, any government, or any department, agency or instrumentality of any government; (c) any political party or any official of a political party; (d) any candidate for political office; (e) any officer, employee or other person acting for, or on behalf of, any public international organization; or (f) any other person, firm, corporation or other entity at the suggestion, request or direction of, or for the benefit of, any of the foregoing persons. Contractor represents and warrants that: (i) it is not owned or controlled by, or otherwise affiliated with, any government, or any department, agency or instrumentality of any government; and (ii) none of its respective officers, directors, principal shareholders or owners is an official or employee of any government or any department, agency or instrumentality of any government.
- 2.2 Contractor agrees to complete a Certificate of Anti-Corruption Compliance, included herein, attesting adherence to certain provisions of this Contract and return such completed Certificate to the Board upon execution of this Contract and prior to December 31st of each calendar year of this Contract thereafter. Failure to timely complete and return the Certificate of Anti-Corruption Compliance is grounds for immediate termination of this Contract.
- 2.3 Contractor agrees to indemnify and hold harmless the Board from and against any and all cost, expense, claims, damage, or liability arising out of or resulting from or occurring in connection with a breach of this Section, in accordance with the terms of Section 12 of the General Terms and Conditions of this Contract.
- 2.4 Notwithstanding any other provisions contained in this Contract, if Contractor breaches any of the covenants set forth in this Section.
- 2.4.1 The Board may immediately terminate this Contract;
- 2.4.2 The Board shall have a right of action against Contractor for the amount of any monetary payment or thing of value made or given by Contractor in breach of any of the above-mentioned covenants;
- 2.4.3 All obligations of the Board to pay Contractor fees pursuant to this Contract shall cease forthwith; and
- 2.5 The Board may, at its sole discretion, rescind this Contract and Contractor shall immediately return to the Board all payments previously received by Contractor from the Board pursuant to this Contract.

### **3 INSURANCE PROVISIONS – EXHIBIT A**

### **4 MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION GOAL**

**The specific M/WBE goal for this Contract is 0% of the value of the Contract.** The Contractor may meet or exceed this goal through M/WBE participation, including any change orders and/or modifications throughout the term of this Contract. M/WBE participation is a contractual commitment upon execution of the Contract. Contractors with M/WBE commitments shall comply with the Airport’s M/WBE Provisions - Exhibit B

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

### **5 MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PROVISIONS – EXHIBIT B**

**END OF SPECIAL PROVISIONS**

## **GENERAL TERMS AND CONDITIONS**

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### **1 AIRPORT SECURITY PROVISIONS**

- 1.1 AIRPORT ID BADGE. Work under this contract may require Contractor/Consultant and Subcontractor/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).
- 1.2 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>
- 1.3 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.
- 1.4 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.
- 1.5 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](mailto: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 <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](mailto: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](mailto: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 AIRPORT'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 Airport shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Airport 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 Airport 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 Airport, it's agents and Authorized Representatives. The Contractor shall provide the Airport with retrievals of computer-based records or transactions that the Airport determines to be necessary to conduct the audit. There shall be no charge to the Airport 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 Airport'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 Airport 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 Airport 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 Airport's audit shall be paid by the Contractor.

## **3 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 (Airport) 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.

## **4 CHANGES IN CONTRACT**

The Airport 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.

## 5 CODE OF BUSINESS ETHICS

- 5.1 All Airport employees must adhere to the Airport's Code of Business Ethics, which is included in this Section by reference. The Contractor is therefore prohibited from offering or providing Airport employees, directly or indirectly, any gifts or other items that the Airport'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 Airport's Code of Business Ethics. The Airport may require each such employee of the Contractor to acknowledge in writing that they have read and do understand the Airport's Code of Business Ethics found online at [www.dfwairport.com](http://www.dfwairport.com).
- 5.2 Additionally, the Airport frequently uses outside contractors to perform functions similar to those performed by Airport 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 Airport'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 Airport's Code of Business Ethics would prohibit an Airport employee performing the same duties from accepting the gift.
- 5.3 Any questions related to the interpretation of this Section shall be directed to the Airport's General Counsel.
- 5.4 The Contractor shall insert an Article containing all the provisions of this Section, including this paragraph, in all subcontracts hereunder executed except altered as necessary for the proper identification of the contracting parties and the Airport under this Contract.

## 6 COMPLIANCE WITH LAWS

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

## 7 CONFIDENTIAL OR PROPRIETARY INFORMATION

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

## 8 CONTRACTING PROHIBITIONS: AS REQUIRED BY STATE LAW

- 8.1 **Bid Rejection:** Board will reject any Bid from a Bidder that:
  - Boycotts Israel;
  - Contracts with or provides supplies or services to a foreign terrorist organization;
  - Engages in certain scrutinized business operations in Sudan, Iran or with a designated foreign terrorist organization; or
  - Has been complicit in the Darfur genocide during any preceding 20-month period.
- 8.2 **"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.
- 8.3 **Verification:** Each Bidder must execute and submit with its Bid the verification included. That verification will:
  - Form a material part of its Bid; and
  - Will be incorporated into any awarded contract.

## **9 COOPERATIVE PURCHASING AGREEMENT**

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 Airport 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 Airport 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.

## **10 DELIVERY LOCATION**

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

Dallas Fort Worth International Airport  
Fleet Department  
2930 E. Airfield Drive  
DFW Airport, Texas 75261  
Attn: Ron Selby

- 10.2 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 Airport-observed holidays).

## **11 DELIVERY OF PRODUCT**

- 11.1 Delivery date is an important factor to the Airport and may be required to be a part of each Bid. The Airport 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 Airport at the specified delivery location.
- 11.2 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 Airport 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 Airport 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.
- 11.3 Delivery will be made only upon authorization of the Airport's Technical Representative or Airport's Vice President of PMM or designee, and shall be made if, as, and when required and ordered by the Airport, at such intervals as directed.
- 11.4 Contractor warrants that all deliveries made under the Contract will be of the type and quality specified; and the Airport's Vice President of PMM may reject and/or refuse any delivery that falls below the quality specified in the Specifications. The Airport 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.
- 11.5 Failure by the Contractor to make reasonable delivery as and when requested shall entitle the Airport'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 Airport over and above the Bid price.
- 11.6 All materials delivered if required shall be free of any and all liens and shall upon acceptance thereof become the property of the Airport, free and clear of any materialman's, supplier's, or other type liens.
- 11.7 Acceptance by the Airport 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 Airport's right to request replacement of defective material.



## **12 DISPUTE RESOLUTION**

The Airport 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.

## **13 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 Airport from having any financial interest, direct or indirect, in any Contract with the Airport, or be financially interested, directly or indirectly, in the sale to the Airport of any land, materials, supplies, equipment or services, except on behalf of the Airport 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 Airport or the Chief Executive Officer. Any violation of this provision by a member of the Airport shall be grounds for removal by a vote of two-thirds (2/3rds) of the City Council appointing such member.

## **14 FISCAL YEAR FUNDING**

The Airport's fiscal year begins October 1 and ends the following September 30th. Budget funds are approved by the Airport and the Cities of Dallas and Fort Worth on an annual basis. In the event the Airport/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 Airport.

## **15 FORCE MAJEURE**

Neither Contractor nor the Airport 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 Airport 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 Airport 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.

## **16 INDEMNIFICATION AND HOLD HARMLESS**

- 16.1 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.

- 16.2 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.
- 16.3 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.

## 17 INDEPENDENT CONTRACTOR

The relationship of Contractor to Airport is that of Independent Contractor. Under no circumstances shall the Airport 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.

## 18 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.

## 19 NEW MATERIAL

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 Procurement and Materials Management (PMM) immediately, in writing, including the reasons and proposing any consideration which will flow to the Airport if authorization to use such supplies or components is granted.

## 20 AIRPORT IMPROVEMENT PROGRAM

- 20.1 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/](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.

- 20.2 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.
- 20.3 Conflicts: All federal laws and regulations applicable to this Agreement/Contract take precedence over any conflicting local or state laws.
- 20.4 Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors: Contractor must comply with the following:
- General Civil Rights:
    - 20.4..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.
    - 20.4..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.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.
- 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.
  - 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:
    - 20.4..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);
    - 20.4..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);
    - 20.4..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);
    - 20.4..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;
    - 20.4..5 The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
    - 20.4..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);
    - 20.4..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);
    - 20.4..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;
    - 20.4..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);
    - 20.4..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;
    - 20.4..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);

20.4.12 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).

## **21 NON-COMPETE AGREEMENTS**

The Airport shall not be bound by any non-compete agreements or similar agreements that inhibit the Airport's right to award and execute a contract to any company that submits a Bid or proposal to the Airport.

## **22 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 Airport 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.

## **23 ORDER PROCESS**

- 23.1 The Airport shall order products under this Contract either by purchase order issued by the Procurement office, through online ordering (if available and approved), or directly by telephone or in person by authorized Airport Staff.
- 23.2 The Airport will order parts on an as-needed basis. The estimated requirements stated in the Contract Specifications/Scope of Work and the Contractor's quote shall not be considered binding on the Airport; the quantity and frequency of goods/services ordered may actually be less than or greater than projected.
- 23.3 The total amount of all orders issued under the Contract shall not exceed the not-to-exceed amount of the Contract.
- 23.4 The Contractor will be required to fulfill all orders according to the provisions contained in this Contract, and within the established order details. In the event of a conflict in the language of this Contract and the language of the purchase order, the language of this Contract shall control, unless and to the extent the purchase order explicitly states otherwise.

## **24 PERSONAL LIABILITY OF PUBLIC OFFICIALS**

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

## **25 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.

## **26 SUBLETTING OF CONTRACT**

The Airport 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 Airport's Technical Representative.

## 27 TAX EXEMPTION STATUS

The Airport 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.

## 28 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES

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

## 29 TERMINATION OF CONTRACT FOR AIRPORT CONVENIENCE

Whenever the Airport, in its discretion, deems it to be in the Airport's best interests, it may terminate this Contract for the Airport's convenience. Such termination shall be effective thirty (30) days after Airport delivers written notice of such termination for convenience to the Contractor. Upon receipt of such notice from Airport, Contractor shall not thereafter incur, and Airport 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, Airport shall have no liability to Contractor for lost or anticipated profit resulting therefrom.

## 30 TERMS OF PAYMENT

- 30.1 Payment Terms shall be Net 30 Days after receipt of valid invoice or correct delivery of product ordered, whichever is later.
- 30.2 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 Airport has the right to accept invoice and pay the discounted price as full satisfaction of compensation due the Contractor.
- 30.3 Invoices will be paid following delivery and acceptance unless special arrangements are made through the Vice President of PMM for partial payment. Approved partial 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 goods.
- 30.4 Upon payment by the Airport, 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 Airport.
- 30.5 Contractor may submit invoices by **only one** of the following methods, listed by preference.
  - 30.5.1 By Email: [imaging@dfwairport.com](mailto:imaging@dfwairport.com)
  - 30.5.2 By Mail: Finance Accounts Payable  
Dallas Fort Worth International Airport  
PO Box 619428  
DFW Airport, TX 75261-9428

## 31 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.

### **32 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 Airport, 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 Airport.

**END OF GENERAL TERMS AND CONDITIONS**

# 1 BID PREPARATION FORMS

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## 1a BID SUBMITTAL LABEL

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 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: \_\_\_\_\_ Solicitation # \_\_\_\_\_

Bid / Proposal Name: \_\_\_\_\_ Solicitation Title \_\_\_\_\_

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

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

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

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

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



**1b NO BID INFORMATION FORM**

**SOLICITATION NO.** \_\_\_\_\_ Solicitation # \_\_\_\_\_

**SOLICITATION TITLE:** \_\_\_\_\_ Solicitation Title \_\_\_\_\_

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

**Cathy Halliburton  
Dallas Fort Worth International Airport  
Fax: 972-973-5608 / Email: challiburton@dfwairport.com**

***Please check all that apply:***

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

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

\_\_\_\_\_  
Authorized Officer or Agent:

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

or

Email: \_\_\_\_\_

**1c WORKERS COMPENSATION HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

For and in consideration of the sums paid to Contractor by Airport under Contract No. Solicitation # (the "Contract") and Airport'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 Airport, 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 Airport.

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: \_\_\_\_\_

**2 BID RESPONSE FORMS**

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FROM: \_\_\_\_\_  
**BIDDING FIRM**

**2a BID PRICING SUMMARY**

The undersigned, as an independent contractor, hereby offers to provide to the Dallas Fort Worth International Airport Board (Airport), at the terms and conditions contained in Solicitation No.278060, including all addenda, and this Bid, the following goods at the prices hereby Bid:

**ELECTRIC SEDANS**

ITEM NO.	DESCRIPTION	EST QTY	UNIT PRICE	EXTENDED PRICE
2.1	2021 Tesla Model 3 fully electric sedan or equal	6 EACH	\$	\$
	<b>TOTAL</b>			\$
<b>Manufacture:</b> _____				
<b>Model:</b> _____				
<b>Warranty:</b> _____ (attach warranty statement)				
<b>Delivery After Receipt of Order (ARO):</b> _____ <b>days</b>				
<b>This bid meets all specified requirements; technical specifications of the sedans offered are attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No				
<b>This bid exceeds the specified requirements as listed below and as detailed on an attachment to this bid; technical specifications of the sedans offered are also attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Exceeds Specification Section(s):</b> _____				
<b>Bidder requests exception to the specified requirements as listed below and as detailed on an attachment to this bid; technical specifications of the sedans offered are also attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Exception to Specification Section(s):</b> _____				

Freight: FOB Destination, prepaid and allowed

Payment terms: Net 30 Days; Discount for early payment, if any \_\_\_% discount in \_\_\_days

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

Bidder's authorized agent must indicate below if Bidder agrees, if awarded a contract, to allow other governmental entities to participate in this Contract, as defined in the RFB General Terms and Conditions.

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

**2c INSURANCE REVIEW VERIFICATION**

- (1) Does the proposing firm currently carry the insurance coverage as specified in the Special Provisions?  
 Yes       No
- (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

**2d 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)		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	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Public	<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:			
<b>UNLESS PUBLICLY TRADED</b> list all individuals, partnerships, corporations or other entities having <b>at least 10%</b> ownership in the business <b>and indicate their percentage of ownership</b> . 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.**

**2e ORGANIZATIONAL SUMMARY INFORMATION**

- 1. BIDDING FIRM: \_\_\_\_\_
- 2. Social Security or Taxpayer Identification Number: \_\_\_\_\_  
(NOTE: Submit copy of Bidder's current W-9 Form.)
- 3. In what county and 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:

Certified Minority/Women Business Enterprise (M/WBE)

**Check appropriate certification agency and provide certification number or identification number.**

- North Central Texas Regional Certification Agency # \_\_\_\_\_
- Dallas Fort Worth Minority Business Development Council # \_\_\_\_\_
- Women's Business Council Southwest (WBCS) # \_\_\_\_\_
- Texas Department of Transportation (TXDOT) # \_\_\_\_\_
- USA Minority/Women Business Administration 8(a) # \_\_\_\_\_
- Other (Please Define): \_\_\_\_\_ # \_\_\_\_\_

Certified Disadvantaged, Minority, and/or Woman-Owned Business Enterprise (DMWBE)

**Check appropriate certification agency and provide certification number or identification number.**

- North Central Texas Regional Certification Agency # \_\_\_\_\_
- Dallas Fort Worth Minority Business Development Council # \_\_\_\_\_
- Women's Business Council Southwest (WBCS) # \_\_\_\_\_
- Other (Please Define): \_\_\_\_\_ # \_\_\_\_\_

**Check appropriate DMWBE classification.**

- |   |   |
|---|---|
| <input type="checkbox"/> Black American Owned         | <input type="checkbox"/> Black American Woman Owned         |
| <input type="checkbox"/> Hispanic American Owned      | <input type="checkbox"/> Hispanic American Woman Owned      |
| <input type="checkbox"/> Asian Pacific American Owned | <input type="checkbox"/> Asian Pacific American Woman Owned |
| <input type="checkbox"/> American Indian Owned        | <input type="checkbox"/> American Indian Woman Owned        |
| <input type="checkbox"/> Other (Please Define): _____ | <input type="checkbox"/> Caucasian Woman Owned              |

Certified State of Texas Historically Underutilized Business (HUB): ID Number: \_\_\_\_\_

Additional Comments if Desired:

\_\_\_\_\_

**2f 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																				
<b>TOTAL</b>																				

**Definitions in accordance with Equal Employment Opportunity (EEO)**

<b>American Indian or Alaskan Native</b>	A person having origins in any of the original peoples of North America, and who maintain their culture through a tribe or community
<b>Asian or Pacific Islander</b>	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.
<b>Black</b>	A person having origins in any of the black racial groups of Africa.
<b>Hispanic</b>	A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
<b>White</b>	A person with origins in Europe, North Africa, or the Middle East.

**REMARKS:**

**2g CUSTOMER REFERENCE FORM**

**NUMBER OF YEARS IN BUSINESS OF PROVIDING GOODS SPECIFIED: \_\_\_\_\_**

1. Company: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Products Provided: \_\_\_\_\_

Volume: \_\_\_\_\_ Value: \_\_\_\_\_ Contract Period: \_\_\_\_\_

2. Company: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Products Provided: \_\_\_\_\_

Volume: \_\_\_\_\_ Value: \_\_\_\_\_ Contract Period: \_\_\_\_\_

3. Company: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Products Provided: \_\_\_\_\_

Volume: \_\_\_\_\_ Value: \_\_\_\_\_ Contract Period: \_\_\_\_\_

4. Company: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Products Provided: \_\_\_\_\_

Volume: \_\_\_\_\_ Value: \_\_\_\_\_ Contract Period: \_\_\_\_\_



**2h WAREHOUSE/STORE INFORMATION**

1. Facility Type: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Days of Operation: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_

Number of SKUs stocked: \_\_\_\_\_

2. Facility Type: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Days of Operation: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_

Number of SKUs stocked: \_\_\_\_\_

3. Facility Type: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Information: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Days of Operation: \_\_\_\_\_ Hours of Operation: \_\_\_\_\_

Number of SKUs stocked: \_\_\_\_\_

**2i (1) CERTIFICATE OF ANTI-CORRUPTION COMPLIANCE**

I, \_\_\_\_\_, do hereby certify on behalf of \_\_\_\_\_ (“Contractor”) that Contractor has received a copy of the U.S. Foreign Corrupt Practices Act of 1977, as amended (“FCPA”), the DFW International Airport Board Code of Business Ethics (“Code”), and the Anti-Corruption Compliance Program policy statement of DFW International Airport (“Policy”). I further hereby certify on behalf of Contractor that Contractor understands that as an agent, contractor, consultant, sponsor, business partner, or other third party representing the DFW International Airport Board (the “Board”), that Contractor must comply with the Code, Policy, and all applicable laws, including but not limited to the FCPA and all other anti-corruption and/or anti-bribery legislation applicable to the Board. I further hereby certify on behalf of Contractor that Contractor understands the provisions of the FCPA, the Code, and Policy, and agrees to comply with those provisions and to take no action that might cause the Board to be in violation of the Code, Policy, or any applicable law, including but not limited to the FCPA or other anti-corruption and/or anti-bribery legislation applicable to the Board.

As a part of Contractor’s compliance, Contractor agrees among other things not to improperly influence, or attempt to improperly influence, any of the relatives of individuals associated with Contractor, current or former business associates, colleagues, friends, or anyone with whom individuals associated with Contractor are or become acquainted who is a foreign official (within the meaning of the FCPA, Code, and Policy), a member of a non-U.S. political party, or a candidate for non-U.S. political office.

I further hereby certify on behalf of Contractor, except as disclosed below, that I am not aware of any action that any individual associated with Contractor, any individual employed by or who has provided services on behalf of individuals associated with Contractor, or I have taken in connection with our association with Contractor in the past that could cause the Board to be in violation of the Code, Policy, or any applicable law, including but not limited to the FCPA or other anti-corruption and/or anti-bribery legislation applicable to the Board. I further hereby certify on behalf of Contractor that to the best of my knowledge and belief, except as disclosed below: (A) neither any individual associated with Contractor, any individual employed by or who has provided services on behalf of individuals associated with Contractor, nor I have made, offered, or promised any payment or gift of money or anything of value, directly or indirectly, to any officer or employee of a non-U.S. government or any department, agency, or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of such government, or department, agency, including any employee or official of any commercial enterprise owned, controlled, or operated by a government other than the United States, or any non-U.S. political party or party official or candidate for non-U.S. political office in order to influence an act or decision that will assist the Board in obtaining or retaining business or in directing business to anyone else; and (B) neither any individual associated with Contractor, any individual employed by or who has provided services on behalf of individuals associated with Contractor, nor I have engaged in any prohibited conduct or behavior under the Code, Policy, or any applicable law, including but not limited to the FCPA or other anti-corruption and/or anti-bribery legislation applicable to the Board. *(If no disclosures are required, please indicate by inserting “None” in the space below. If additional space is required please attach an additional sheet.)*

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Questions regarding this form, the Code, the Policy, or any applicable law, including but not limited to the FCPA or other anti-corruption and/or anti-bribery legislation applicable to the Board should be addressed to a Board representative (who should address with them with the General Counsel or his or her designee) or directly to the General Counsel or his or her designee.

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Signature

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Date

**2i (2) FCPA DISCLOSURE STATEMENT**

**Foreign Corrupt Practices Act Disclosure Statement  
by Applicant Wishing to Serve as an Agent or Consultant  
for the  
Dallas Fort Worth International Airport**

As part of its compliance program for the United States Foreign Corrupt Practices Act ("FCPA"), the Dallas Fort Worth International Airport Board (the "Airport") requires that all applicants (hereinafter referred to as the "Applicant") wishing to be considered for retention as an agent or consultant for the Airport in locations outside the United States, provide the following information.

1. General Information

a. Full name of Applicant:

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b. Complete business address:

Telephone number:
Facsimile number:
Mobile number:

c. Indicate type of business organization of Applicant:

- Individual acting as a Sole Proprietorship
- Corporation
- Partnership
- Limited Liability Company
- Other business entity (please describe type): \_\_\_\_\_

d. Country or Countries where Applicant seeks to represent the Airport:

1 <sup>st</sup>	
2 <sup>nd</sup>	
3 <sup>rd</sup>	

(i) Is registry with a Government Authority a requirement for Applicant to conduct of business in the Country?

- 1<sup>st</sup>             Yes             No
- 2<sup>nd</sup>             Yes             No
- 3<sup>rd</sup>             Yes             No

(ii) If above is "yes", is Applicant registered? If "yes", provide registration or tax number.

	Yes	No	Registration or Tax Number
1 <sup>st</sup>	<input type="checkbox"/>	<input type="checkbox"/>	
2 <sup>nd</sup>	<input type="checkbox"/>	<input type="checkbox"/>	
3 <sup>rd</sup>	<input type="checkbox"/>	<input type="checkbox"/>	

2. Has Applicant ever provided services for the Airport?

Yes  No

3. Has Applicant represented other clients with respect to the conduct of a similar business within the Country?

If "yes", please list all such former or present clients:


4. Has Applicant, any employees of the Applicant or any director or owner of the Applicant ever been the subject of an investigation or criminal law violations, or been convicted of a crime?

If "yes", please give details below:


5. Please list all current and former directors and officers of Applicant (if a business) and all current and former employees of Applicant (if Applicant has fewer than 10 employees):


6. Please list every former or current owner of Applicant (and indicate their period of ownership if a former owner):


7. Please list every company or other business entity which is affiliated with Applicant (an affiliate is a company that Applicant owns at least 10% of):


8. If Applicant is a company, then has any owner, director, officer or employee (former or current) of Applicant served in a salaried or appointive position within the Government of the Country?

Yes  No

9. Indicated below whether or not the following is a correct statement (for individual Applicants).

*Neither Applicant, Applicant's spouse, nor any member of Applicant's or Applicant's spouse's family, is now serving, or ever has served, in a salaried or appointive position within the Government of the Country?*

Correct  Not Correct

If "Not Correct" was selected, please provide details:

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10. Has Applicant ever conducted business under an alias, assumed name, trade name or used any other business name other than the full business name listed above?

Yes  No

If "yes", please list the other names below:


11. If Applicant is an individual, please list:

a. Every other business for which Applicant is now, or ever has been employed:


b. Every publicly traded company in which Applicant owns more than a 5% ownership interest:


c. Every non-publicly traded company or other business entity in which Applicant holds an ownership interest:


12. Please list **THREE** unaffiliated business contacts, and at least one banking institution contact, which the Airport may contact for reference purposes for Applicant:

a. Business Contacts

Name:	
Business Relationship:	
Address	
Telephone number:	
Mobile number:	

Name:	
Business Relationship:	
Address	
Telephone number:	
Mobile number:	

Name:	
Business Relationship:	
Address	
Telephone number:	
Mobile number:	

b. Banking Contact

Name:	
Business Relationship:	
Address	
Telephone number:	
Mobile number:	

13. Are you familiar with the prohibitions of the United States Foreign Corrupt Practices Act?

Yes  No

14. Have you previously been accused of violating the United States Foreign Corrupt Practices Act or engaging in any practice, which would be deemed to be making of an improper payment to a public official?

If so, please explain:

15. Full name of person completing this form for Applicant:

Signature: \_\_\_\_\_

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

Title/Designation: \_\_\_\_\_

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

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

**2j 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, INCLUDING THE BID PRICING FORM, WHEN ACCEPTED BY THE AIRPORT SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE BIDDER AND THE AIRPORT. Acceptance may take the form of an Acceptance Letter or Purchase Order issued by the Airport, or a Contract document issued by the Airport and executed by both parties, followed by a Notice to Proceed issued by the Airport. Each of these forms constitutes a legal contract equally binding between the Successful Bidder and the Airport. After Bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.**

BID FOR SOLICITATION NO.: 278060

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)

\_\_\_\_\_  
(Telephone Number)

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