

BID INSTRUCTIONS AND REQUIREMENTS

1 DEFINITIONS

Quote or Bid may be used interchangeably. **Bidder** may be used to mean the company submitting a quote (bid). **Contractor** or **Successful Bidder** may be used throughout this Solicitation to mean that Bidder that is awarded a Contract as a result of this Solicitation.

2 CONTACT INFORMATION

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

3 PRE-BID CONFERENCE

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

4 ADDENDA AND CLARIFICATIONS

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

5 SMALL BUSINESS ENTERPRISE (SBE)

- 5.1 The Board strongly encourages SBE (Small Business Enterprise) firms to participate in this solicitation and encourages joint venture Bids that include SBE-certified firms.

- 5.2 SBE prime Contractors can count their self-performance toward meeting the SBE goal, but only for the scope of work and at the percentage level they will self- perform.
- 5.3 Bidders are directed to review the Special Provisions (Exhibit B) and the related forms for specific goals and compliance requirements.
- 5.4 SBE Certificates for prime and/or subconsultants. Be sure that the certificates confirm certification as a Small Business Enterprise (SBE) certified by the North Central Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council or the Women's Business Council Southwest, other certifications are not acceptable. Companies may hold multiple certifications, but one of those certifications must be as a SBE from an authorized certification agency.

6 BID PREPARATION

- 6.1 Submittals: Bidder must submit all Response Forms, plus acknowledge all addenda, completed forms, and any requested information and documentation as part of its Bid. Bidder's failure to include all submittals may be cause to consider a bid non-responsive.
- 6.2 Endorsing the Bid: An authorized officer of the Bidding Firm must sign the Bid. Signature of the Bid will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Response Forms. Bidders that take exception to the Board's General Terms and Conditions, Special Provisions, and/or Specifications shall do so at the risk of Proposal rejection.
- 6.3 Bid Language / Currency: Bidders must submit their Bid in the English language and Bid pricing must be in Dollars of the United States of America.
- 6.4 Freight and Shipping: Bid prices shall include the cost to ship all products and materials to the Dallas Fort Worth International Airport, F.O.B. Destination, Freight Prepaid and Allowed.
- 6.5 Tax Exempt Status: Purchases by the Board are exempt from sales and use tax under Section 151.309 of the Texas Tax Code (the "Code"). In addition, Contractor purchases of tangible personal property and taxable services for the purpose of reselling them to the Board under this Contract may also be exempt from sales and use tax under Code Section 151.302.
- 6.6 Acceptance of Specification Requirements: The Board will presume that the product or service offered complies with each requirement of the specifications unless indicated otherwise. If the product or service offered is different than specified, Bidder must note the difference on the Response Form and attach a document that details the exception(s) to specifications. Failure of the Bidder to make the required acknowledgements may cause the bid to be considered non-responsive, in the sole determination of the Board. Should any product be delivered or service performed which is not as the Successful Bidder has purported it to be in its Bid, said Successful Bidder will be required to correct any deficiencies without additional cost to the Board.
- 6.7 Brand Name or Equal: To establish an understanding of the type products that will be considered responsive to the Specifications, specific manufacturers and series or model numbers may have been referenced. Unless specified "no substitute" in the Solicitation Specifications/Scope of Work, such brand identification is intended to be descriptive, not restrictive, and is referenced to indicate the quality and characteristics of products that will be satisfactory. Unless specified "no substitute" in the Solicitation Specifications/Scope of Work, other makes and models (alternate products) may

be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.

- 6.8 Alternate Products: Bidders offering alternate products must clearly identify said products in their bids. Product equality shall be determined solely by the Board based on comparison of all material respects to the brand name products referenced solely by the Board to be equal in all material respects to the brand name products referenced.
- 6.8.1 Bidders must submit upon request by the Board, complete manufacturer's descriptive literature and/or samples of the product offered. This request may be made after receipt of bids.
- 6.8.2 Bidders proposing alternate products must be prepared, if requested by the Board, to fully demonstrate that the proposed products are equivalent to the referenced products and capable of achieving the desired results. Such demonstration(s) shall be made solely at the Bidder's expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Board.
- 6.8.3 Unless the Bidder clearly indicates in its bid that it is offering an alternate product, its bid shall be considered as offering the brand name and product model referenced.
- 6.9 Alternate Bids: Alternate bids will not be accepted; only one bid per Bidder will be accepted.
- 6.10 Confidential or Proprietary Markings: Any portion of the Bid that Bidder considers confidential or proprietary information, or to contain trade secrets of Bidder must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the Board with a means to review the issues thoroughly and, if justified, request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.
- 6.11 Ancillary/Integral Professional Services: In selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, Bidder shall not do so on the basis of competitive bids but shall make such selection on the basis of demonstrated competence and qualifications to perform the services in the manner provided by Section 2254.004 of the Texas Government Code and so shall certify to the Board with its Bid.

7 SUBMITTAL OF BIDS

- 7.1 **The Board will accept bids no later than the Deadline for Bid Submittal in electronic form based on the following criteria. The Board will not consider late bids under any circumstances.**
 - 7.1.1 Bids must be signed and submitted to the Board's third-party website platform (dfwairport.bonfirehub.com). Unsigned or late bids will not be considered. Bids submitted by email or facsimile will not be considered.
- 7.2 **Non-Compete Agreements or Clauses: By submission of a bid or proposal or the execution of a contract, Bidder/Contractor agrees that the Board will not be bound by any non-compete agreements or similar agreements that inhibit the Board's right to award and execute a contract to any company that submits a bid or proposal to the Board.**

8 PUBLIC BID OPENING / EVALUATION OF BIDS

- 8.1 This solicitation will not be subject to public bid opening; however, Bidders may request the bid submittal results of the companies bidding and corresponding pricing after the bid due date and time by contacting the assigned Contract Administrator.
- 8.2 The Board will tabulate bids based on the unit prices bid and quantities shown in the bid or based on a predetermined group of items selected for evaluation purposes. In the case of conflict between unit prices and extended prices, unit prices shall prevail.
- 8.3 Bid tabulations will be placed on the Board's third-party website (dfwairport.bonfirehub.com) after Airport Board approval of award.
- 8.4 Bids submitted shall be final and are not negotiable; therefore, Bidder must provide their best and final pricing in their bid response.
- 8.5 The Board reserves the right to require additional information from any or all Bidders and to conduct necessary investigations to determine (a) if the product and/or service offered meets the Board's requirements, (b) the quality and reliability of the Bidder's performance, and/or (c) to determine the accuracy of the bid information. As part of said investigations, the Board may interview and/or visit companies or public entities listed as references.
- 8.6 The Board reserves the right to select any/all options that is/are determined to be in its best interests and at the sole discretion of the Board.
- 8.7 Except in the case(s) of one or more "tie bids", terms of payment, as offered by the Bidder, will not be considered by the Board for determining the most responsive bid. Bidders stated terms of payment, however, may be used as a guide in determining the method and timeliness of payment to the Bidder by the Board, following successful delivery and/or completion of services, as specified herein.
- 8.8 In the event of a tie bid, where bid price, responsiveness, responsibility and all other factors are equal, as solely determined by the Board, the Board may elect to award contracts to all companies with a tied bid or the tied bidders will be notified and invited to attend a meeting where the tie will be broken by drawing lots.

9 BID AWARD

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

10 CONTRACT WITH THE BOARD

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

- Solicitation Specifications / Scope of Work
- Special Provisions
- General Terms and Conditions
- Contractor's Bid / Proposal

- 10.2 A bid, when accepted by the Board will constitute a Contract between the Board and the Successful Bidder. Acceptance may take the form of an Acceptance Letter or Purchase Order issued by the Board, or a Contract document issued by the Board and executed by both parties, followed by a Notice to Proceed issued by the Board. Each of these forms constitute a legal contract equally binding between the Successful Bidder and the Board. After bid acceptance, no different or additional terms shall become part of the Contract without a properly executed change order.
- 10.3 Bidder is required to review all the terms, conditions and contract provisions contained in this Solicitation to ensure it can comply with and concurs with all requirements.
- 10.4 Bidder is required to review any insurance requirements that may be required in the Special Provisions to ensure it has adequate insurance or it will obtain the required insurance if awarded a Contract. Proof of insurance must be submitted before a Contract can be executed and insurance coverage must remain in effect during the term of the Contract.
- 10.5 Bidder is required to review the payment terms and is advised that, unless other terms are requested and accepted, payment shall be made in accordance with the Texas Prompt Payment Act, including the provision that payment be made within 30 days after receipt of a valid invoice or receipt of products / services in accordance with the specifications, whichever is later.
- 10.6 Limited Notice to Proceed Procedure. The Board reserves the right to issue a Limited Notice to Proceed (LNTP) prior to contract execution for the purpose of the contract awardee to begin the specified work. The purpose of the LNTP is to engage the work to meet Board deadlines and to execute contracts with any subcontractors engaged with the contract. The contract awardee shall proceed with work as directed under the LNTP. While work may proceed under the LNTP, payments shall not be made until the contract is executed. Bidder acknowledges that the contract will not be executed until all submittals, including the subcontract agreements, have been provided to the assigned contract administrator. Fully-executed subcontract agreements are due within thirty (30) business days after receipt of LNTP (receipt is defined as the date of the email or facsimile used to deliver the LNTP letter).
- 10.7 CERTIFICATE OF INTERESTED PARTIES: Effective January 1, 2016, all contracts approved by the Dallas Fort Worth International Airport Board will require completion of Form 1295 "Certificate of Interested Parties" pursuant to Texas Government Code Section 2252.908. Contractors/Vendors awarded an Airport Board approved contract, change order, amendment or renewal will be required to submit a signed and notarized copy of the completed Form 1295 to the Board at the time the Contractor/Vendor submits the signed contract to the Board. Information regarding how to use the filing application is available on the Texas Ethics Commission website. Please visit <https://www.ethics.state.tx.us/filinginfo/1295/>, for more information.

11 DETERMINATION OF NON-RESPONSIBLE BIDDER

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

- 11.1 Reason for believing collusion exists among the Bidders.

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

12 DETERMINATION OF NON-RESPONSIVE BID

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

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

13 REJECTION OF BIDS

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

14 WITHDRAWING BIDS

- 14.1 Bidder, by submitting a bid, warrants and guarantees that the bid has been carefully reviewed and

checked and that it is in all things true, accurate and free of mistakes. If a mistake is made, Texas Local Government Code 252.045(g) states "*A bid that has been opened may not be changed for the purpose of correcting an error in the bid price.*" However, this Code Section does not change the common law right of a bidder to withdraw a bid due to material mistake in the bid.

- 14.2 Bidder must submit a request to withdraw a bid in writing to the Vice President of Procurement and Materials Management. The written request to withdraw a bid must state the reason for withdrawal request and, if the request is made after deadline for bid submittal, the details of the material mistake must be included in the request. A bid for which withdrawal is properly requested prior to deadline for submittal will be returned to the Bidder unopened.
- 14.3 If the Bidder elects to withdraw its bid and withdrawal is accepted by the PMM Vice President or Designee, then the proposal/bid will become null and void. The proposal/bid will not be eligible to be reinstated.

END BID INSTRUCTIONS AND REQUIREMENTS