

BID INSTRUCTIONS AND REQUIREMENTS

1 DEFINITIONS

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

2 CONTRACT INFORMATION

It is the Bidder's responsibility to obtain clarification of any information contained herein. Bidders must submit all questions or requests for clarification 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 Airport personnel other than designated Airport Board Solicitation Contact may be cause for bid rejection.

3 ADDENDA AND CLARIFICATIONS

- 3.1 The Airport may, at its sole discretion, elect to issue changes to the Bid Solicitation. The Airport 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 Airport's third party website (www.dfwairport.bonfirehub.com) prior to the date and time of the Public Bid Opening.
- 3.2 The Bidder must acknowledge receipt of any addenda issued in the Requested Information section of the Bonfire website.

4 BID PREPARATION

- 4.1 Submittals: Bidder must submit all Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its Bid. Bidder's failure to include all submittals may be cause to consider a bid non-responsive.
- 4.2 Completing the Business Disclosure Form:
 - List your entire legal business name on the form.
 - If you are a corporation, limited partnership, limited liability partnership or limited liability company, your legal business name should include that designation or an abbreviation of that designation.
 - If the mailing address is the same as the business address write, "same" in the space under mailing address. Do not copy the mailing address or leave blank.
 - Under business structure, check only one box. The next section is filled out only if your company is a corporation.
 - If your business is a corporation, check the box for profit or non- profit, and public or private. These boxes must be checked. If you are an S corporation, professional, parent-sub, or close mark the appropriate box as well.
 - The state, month and year of your company's incorporation, registration or formation needs to be filled in. This is either the date you registered with the county clerk, or filed with the secretary of state.
 - List the names of all owners or partners in the company who hold more than 10%. If the company is publicly owned, list the stock exchange it is traded on and the symbol. If your

- company is traded on a foreign exchange, name the foreign exchange it is traded on.
 - Fill in names of Joint Venture owners if applicable.
 - The percentage of ownership needs to be filled in unless the company is publicly traded. All of the owner's names (who own more than 10%) need to be listed with their corresponding percentages of ownership in this space. Please use whole or half numbers. If the owners' percentages listed do not equal to 100%, you may write: "all others own less than 10%."
- 4.3 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 Airport's General Terms and Conditions, Special Provisions, and/or Specifications shall do so at the risk of Proposal rejection.
- 4.4 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.
- 4.5 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.
- 4.6 Tax Exempt Status: Purchases by the Airport 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 Airport under this Contract may also be exempt from sales and use tax under Code Section 151.302.
- 4.7 Acceptance of Specification Requirements: The Airport 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 Airport. 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 Airport.
- 4.8 Alternate Bids: Alternate bids will not be accepted; only one bid per Bidder will be accepted.
- 4.9 Confidential or Proprietary Markings: Any portion of the Bid that Bidder considers confidential or proprietary information, or to contain trade secrets of Bidder must be marked accordingly. This marking must be explicit as to the designated information. This designation may not necessarily guarantee the non-release of the information under the Public Information Act or as otherwise required by law, but does provide the Airport 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.
- 4.10 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 Airport with its Bid.

5 SUBMITTAL OF BIDS

- 5.1 **The Airport will accept bids no later than the Deadline for Bid Submittal in electronic form based on the following criteria. The Airport will not consider late bids under any circumstances.**
- 5.1.1 Bids must be signed and submitted to the Airport'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.
- 5.2 **Non-Compete Agreements or Clauses: By submission of a bid or proposal or the execution of a contract, Bidder/Contractor agrees that the Airport will not be bound by any non-competitive 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.**
- 5.3 **Balanced Bids:** Contractor's pricing for each line item must carry its full share of the cost of Work (including General Conditions), plus its share of overhead and profit. Contractor shall avoid nominal pricing for some lines and enhanced pricing for other lines. The Airport reserves the right to reject any bid or pricing that is materially unbalanced.

6 PUBLIC BID OPENING / EVALUATION OF BIDS

- 6.1 The Airport will open all bids properly received in a public meeting and read the bids aloud. The meeting location (identified in this Request for Bid) is accessible. Requests for special accommodations or interpretive services must be made 48 hours prior to meeting by calling 972-973-5600 or faxing 972-973-1102.
- 6.2 The Airport 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.
- 6.3 Bid tabulations will be placed on the Airport's third-party website (dfwairport.bonfirehub.com) after Airport Board approval of award.
- 6.4 Bids submitted shall be final and are not negotiable; therefore, Bidder must provide their best and final pricing in their bid response.
- 6.5 The Airport 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 Airport'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 Airport may interview and/or visit companies or public entities listed as references.
- 6.6 The Airport 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 Airport.
- 6.7 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 Airport 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 Airport, following successful delivery and/or completion of services, as specified herein.
- 6.8 In the event of a tie bid, where bid price, responsiveness, responsibility and all other factors are equal, as solely determined by the Airport, the Airport may elect to award contracts to all companies

with a tied bid or the tied bidders will be notified and invited to attend a meeting where the tie will be broken by drawing lots.

6.9 Other evaluation factors shall include separately.

7 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 Airport to the lowest responsive and responsible Bidder(s) meeting the requirements of the Airport 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 Airport reserves the right award to one bidder or award to multiple bidders if deemed in its best interest to do so. Airport reserves the right to award by unit item(s), sections or categories of items or as a whole when applicable.

8 CONTRACT WITH THE AIRPORT

8.1 The Airport 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

8.2 A bid, when accepted by the Airport will constitute 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 constitute 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.

8.3 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.

8.4 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.

8.5 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.

8.6 Limited Notice to Proceed Procedure. The Airport 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 Airport 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).

9 DETERMINATION OF NON-RESPONSIBLE BIDDER

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

- 9.1 Reason for believing collusion exists among the Bidders.
- 9.2 Where the Bidder, any subcontractor, supplier, or the Surety on any bond given, or to be given, is in litigation with the Airport, or with either the cities of Dallas or Fort Worth, or where such litigation is contemplated or imminent, in the sole opinion of the Airport.
- 9.3 The Bidder being in arrears on any existing Contract or having defaulted on a previous Contract.
- 9.4 Lack of competency, in the judgment of the Airport, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- 9.5 Uncompleted work that, in the judgment of the Airport, will prevent or hinder the prompt completion of additional work if awarded.
- 9.6 Where the Bidder, or subcontractor thereof, in the judgment of the Airport, has failed to perform in a satisfactory manner on a previous contract.
- 9.7 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 Airport's Code of Business Ethics.
- 9.8 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.

10 DETERMINATION OF NON-RESPONSIVE BID

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

- 10.1 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 Airport.
- 10.2 Bid received after the time limit for receiving bids.
- 10.3 Bid was not signed.
- 10.4 Unbalanced value of any items.
- 10.5 Improper or insufficient bid guaranty, if required.
- 10.6 Bid did not meet specifications.

- 10.7 Bid did not contain all requested/required documents, submittals and /or samples.

11 REJECTION OF BIDS

- 11.1 The Airport will automatically reject any Bid that is submitted after the Deadline for Bid Submittal, and/or return it unopened.
- 11.2 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.

12 WITHDRAWING BIDS

- 12.1 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.
- 12.2 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.
- 12.3 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.

13 TITLE VI FEDERAL AVIATION ADMINISTRATION (FAA) SOLICITATION NOTICE

The Dallas Fort Worth International Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will be afforded full and fair opportunity to submit bids in response to this invitation and no business will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

END BID INSTRUCTIONS AND REQUIREMENTS

FEDERAL AVIATION ADMINISTRATION (FAA) REQUIRED PROVISIONS

1 GENERAL CIVIL RIGHTS PROVISIONS – See A4.3.1 and A4.3.2 of Contract Provision Guidelines for Obligated Sponsors¹ and Airport Improvement Program Projects, Issued on March 17, 2026²

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

2 TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES – See A5.4.1 of Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Issued on March 17, 2026

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:

- Title VI of the Civil Rights Act of 1964 (42 USC §§ 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 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) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (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);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private

¹ Sponsor, as referenced above, means the Dallas-Fort Worth International Airport Board.

² [Required Contract Provisions for Airport Improvement Program and for Obligated Sponsors, 17 March 2026](#)

transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq.)

3 **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS** – See A5.4.2 of Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Issued on March 17, 2026

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

- 1 **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 2 **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
- 3 **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 Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 4 **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 and 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.
- 5 **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:
 - 5.1 Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - 5.2 Cancelling, terminating, or suspending a contract, in whole or in part.
- 6 **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.

4 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) – See A15.3 of Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Issued on March 17, 2026

This Contracts and any related subcontract incorporates by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

5 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 – See A17.3 of Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects, Issued on March 17, 2026

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

END OF FEDERAL AVIATION ADMINISTRATION (FAA) REQUIRED PROVISIONS

SPECIAL PROVISIONS

1 AIRPORT SECURITY PROVISIONS

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

- 1.9 CUSTOMS & BORDER PROTECTION SEALS. If your employees require access to the Federal Inspection Services (FIS) area or other restricted areas designated by the Customs & Border Protection (CBP) they will require a CBP Seal. When completing a badge application the CBP Seal application can be completed at the same time via the Authorized Signatory Portal. For more information contact Customs and Border Protection at dfwairportairsec@cbp.dhs.gov
- 1.10 ACCESS DFW. All information regarding the badging process at Dallas Fort Worth Airport can be found at <https://www.dfwairport.com/business/opportunities/accessdfw/>. For additional information about this process, please contact the Access DFW Office at accessdfw@dfwairport.com or at 972-973-5100.
- 1.11 VEHICLE PERMITS. AOA Permits, including AOA Vehicle Access Permits, Temporary AOA Vehicle Access Permits, and AOA Equipment Permits, are the means by which motor vehicles and ground handling equipment are authorized to enter and/or be in the SIDA. The Authorized Signatory is required to request vehicle permits on behalf of their company and ensure all permits are properly displayed on the vehicle following Dallas Fort Worth Airport'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 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 Airport. 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 attached hereto as an Exhibit of this Contract attesting adherence to certain provisions of this Contract and return such completed Certificate to the Airport 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 Airport 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 Airport may immediately terminate this Contract;
- 2.4.2 The Airport 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 Airport to pay Contractor fees pursuant to this Contract shall cease forthwith; and
- 2.5 The Airport may, at its sole discretion, rescind this Contract and Contractor shall immediately return to the Airport all payments previously received by Contractor from the Airport pursuant to this Contract.

3 AIRPORT'S RIGHT TO INSPECT AND AUDIT

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.

- 3.6 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.

4 CONTRACT TERM

4.1 INITIAL TERM

This Contract, if awarded, shall be for an initial **Five (5) year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Airport's Vice President of Procurement and Materials Management Department, unless earlier terminated in accordance with the Contract.

5 CHARACTER OF WORKERS, METHOD AND EQUIPMENT

- 5.1 The Contractor shall, at all times, employ sufficient labor and equipment for performing the Work to full completion in the manner and time required by this Contract, plans, and specifications.
- 5.2 All workers shall conduct themselves with a courteous demeanor and professional manner. Contractor shall immediately remove any worker from performance of work at Airport premises when one or more of the following occur:
 - 5.3 Neglect of duty.
 - 5.4 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
 - 5.5 Theft, vandalism, immoral conduct or any other criminal action.
 - 5.6 Selling, consuming possessing or being under the influence of intoxicants, alcohol, or illegal substances that produce similar effects while on duty.
 - 5.7 Possession of a weapon on Airport property.
 - 5.8 Organizing or participating in any form of gambling.
 - 5.9 Misuse of equipment, computers or internet access.
- 5.10 All equipment that is proposed to be used on the Work shall be of sufficient size and in such functional condition as to meet requirements of the Work and to produce a satisfactory quality of Work. Equipment used on any portion of the Work shall be such that no injury to previously completed Work, adjacent property, or existing airport facilities will result from its use.
- 5.11 When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that will accomplish the Work in conformity with the requirements of the Contract, plans, and specifications.
- 5.12 When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used, unless others are authorized by the Airport's Project Manager. If the Contractor desires to use a method or type of equipment other than specified in the Contract, he

may request authority from the Airport's Project Manager to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given and executed, it will be on the condition that the Contractor will be fully responsible for producing Work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Airport's Project Manager determines that the Work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining Work with the specified methods and equipment. The Contractor shall remove any deficient Work and replace it with Work of specified quality, or take such other corrective action as the Airport's Project Manager may direct. No change will be made in basis of payment for the Contract items involved nor in Contract time as a result of authorizing a change in methods or equipment under this subsection.

6 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

6.1 STANDARD OF PERFORMANCE

The Contractor shall be fully responsible for the quality, accuracy, and timely delivery of all goods and/or services provided under this Contract. Acceptance of goods and services by the Airport, or payment thereof, shall not relieve the Contractor of this responsibility for latent defects, nonconformance, errors, or omissions. All services shall be performed in a professional and workmanlike manner consistent with generally accepted industry standards applicable to the type of service provided.

6.2 COMPLIANCE AND OPERATIONAL REQUIREMENTS (applicable to Contractors performing work onsite at the Airport)

In addition, at its own expense, the Contractor shall:

- 6.2.1 Comply with all applicable federal, state, and local laws, regulations, codes, and ordinances, including but not limited to OSHA requirements where applicable to the services performed.
- 6.2.2 Obtain and maintain all permits, licenses, certifications, and approvals required to perform work or deliver products, including the Airport's security requirements for Air Operations Area (AOA) badging regulations where applicable. Any cost for compliance shall be paid by the Contractor;
- 6.2.3 Provide qualified personnel, supervision, equipment, materials, supplies, and other resources necessary to fulfill its contractual obligations;
- 6.2.4 Perform all services and/or delivery of goods in a manner that does not unreasonably interfere with Airport operations;
- 6.2.5 Be responsible for the acts and omissions of its employees, agents, subcontractors, and suppliers; and
- 6.2.6 Be responsible for any loss, damage, or injury caused the Contractor's performance and promptly repair, replace, or remedy such damage to the satisfaction of the Airport.

7 DATA SECURITY COMPLIANCE PROVISIONS

7.1 Definitions

- 7.1.1 "Confidential Data" is any information submitted to or gathered by Contractor pursuant to this

Contract.

- 7.1.2 “Breach” means a compromise of security that leads to the accidental, unauthorized, or unlawful destruction, loss, alteration, disclosure, or access to Confidential Data that Contractor transmits, stores, or otherwise processes.
- 7.1.3 “Work Product” means any intellectual property rights, including all trade secrets, US and international copyrights, patentable inventions, other intellectual property or other derivative products, services, or processes, or intellectual property made or developed by Contractor utilizing any data or information obtained by Contractor in connection with this Contract.
- 7.2 PROTECTION OF CONFIDENTIAL DATA: Contractor understands and agrees that in the performance of Work, Contractor may have access to Confidential Data and that such information may contain proprietary details, disclosures, or sensitive information which disclosure or use by a third-party may be damaging or illegal. Contractor shall hold all Confidential Data in confidence and it shall be used only in performance of Work under this Contract. Contractor accepts responsibility for any violation of this Section 8.2 by Contractor’s personnel and subcontractors and subcontractors and, if applicable, shall require this provision be included in any contract document with subcontractors performing Work under this contract.
- 7.3 REGULATORY COMPLIANCE: Contractor shall comply with all applicable international privacy laws, such as European Union General Data Privacy Regulation (GDPR), federal, state, and local laws, regulations, and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality, or security of the Confidential Data. Additionally, Contractor shall comply with applicable Airport policies and provisions of the Airport’s privacy notice posted on www.dfwaairport.com and any other Airport privacy policies, statements or notices.
- 7.4 DATA OWNERSHIP: Any Confidential Data provided by the Airport’s employees, agents, consultants or vendors, or created, obtained, procured, used, or accessed by Contractor in the Airport’s name, on the Airport’s behalf, or while performing Work under this Contract shall always be the sole property of the Airport and Contractor shall not have or obtain any rights therein.
- 7.5 ACCESS TO DATA: Contractor shall provide direct access (such as APIs or feeds) to retrieve the Confidential Data, at a frequency determined by Dallas Fort Worth Airport, from Contractor’s database. Contractor shall provide a data dictionary or other similar data index or dictionary as requested by the Airport that identifies the technical metadata, primary keys, content, format, the laymen definition of columns and tables, and the structure of any databases and the relationship between database elements.
- 7.6 Ownership of Work Products:
- 7.6.1 Contractor hereby assigns to the Airport all right, title, and interest in and to any Work Product created or developed by Contractor, or to which Contractor contributed, pursuant to this Contract. Contractor agrees to execute, at the Airport’s request, all documents and other instruments necessary or desirable to confirm such assignment including, but not limited to, any copyright assignments. Contractor shall hold any such Work Product in confidence in accordance with Section 8.7 of this Contract.
- 7.7 PERMITTED DISCLOSURE: Except where required in furthermore of any Work under this Contract, Contractors shall not share, transfer, disclose or otherwise provide access to any Confidential Data or Work Product (or any portion thereof) to any third party without the Airport’s approval. Contractor agrees to remain fully responsible for and liable to the Airport for all losses, uses, or disclosure of Confidential Data by its employees, agents, consultants, or subcontractors.
- 7.8 Information Security Program:
- 7.8.1 In addition to any other security and data protection requirements set forth herein, Contractor shall

follow the ISO 27002 standard and/or NIST Special Publication 800-53, including all published requirements to maintain appropriate administrative, technical and physical safeguards, and other security measures for protecting Confidential Data.

- 7.8.2 The Airport may, at its sole option, accept Contractor's alternate Information Security Program in lieu of the requirement to follow the ISO 27002 standard and/or NIST Special Publication 800-53 stated in Section 8.8.1. Contractor's alternate Information Security Program must include appropriate administrative, technical and physical safeguards, and other security measures including, but not limited to, maintaining computer hardware, software programs, and internet security systems for collecting, processing, storing, using, disclosing, and disposing of Confidential Data, that is designated to (a) ensure the security and confidentiality of Confidential Data; (b) protect against any anticipated threats or hazards to the security and integrity of Confidential Data; and (c) protect against unauthorized access to, acquisition of, or use of Confidential Data. Contractor must maintain its alternate Information Security Program during the term of this Contract and must notify the Airport of any updates thereto. The Airport reserves the right to revoke its acceptance of Contractor's alternate Information Security Program if any updates or revisions creates an unreasonable risk to exposure of Confidential Data.
- 7.8.3 Notwithstanding Sections 8.8.1 or 8.8.2, Contractor agrees to take all appropriate measures to protect Personally Identifiable Information that is receives, transmits, stores or holds (data in transit or data at rest) under this Contract or in connection with the performance of the Work from improper, unauthorized, or unlawful access, disclosure, use or disposal. All Personally Identifiable Information must be encrypted at rest (in storage), in use, and in transit.
- 7.8.4 Contractor will implement security training programs to ensure that its employees assigned to carry out Contractor obligations under this Section 8 are properly informed of and fully understand all applicable Security and Privacy Laws. Contractor shall send the Airport a statement of compliance annually, indicating that their security training program exists and is being enforced.
- 7.9 Information Security Breach Notification:
 - 7.9.1 Contractor shall to notify the Airport in writing within two (2) days of discovery of any Breach or suspected Breach, or of any loss, unauthorized use, disclosure, acquisition of, or access to any Confidential Data and/or critical business systems. Such notice shall summarize in reasonable detail the Confidential Data affected by the Breach, the effect on the Airport, if known, and the corrective action taken or to be taken by Contractor.
 - 7.9.2 Contractor shall promptly take all appropriate or legally required corrective actions and shall cooperate fully with the Airport in all reasonable and lawful efforts to, mitigate, or rectify such Breach. In addition to the notice requirement contained herein, Contractor will immediately report any such Breach, loss, unauthorized use, disclosure, acquisition of, or access to Confidential Data to the Airport's Legal Department.
- 7.10 OTHER NOTIFICATIONS REQUIREMENTS: Contractor agrees to immediately notify the Airport in writing of any subpoena, other judicial or administrative order, or proceeding seeking access to or disclosure of Confidential Data. The Airport shall have the right to defend such action in lieu of and on behalf of Contractor. The Airport may, if it so chooses, seek a protective order or other legal process to prevent the disclosure of Confidential Data. Contractor shall reasonably cooperate with the Airport is such defense.
- 7.11 AUDIT AND ASSESSMENT REPORTS: If requested by the Airport, Contractor shall provide the Airport any documentation to support Contractor's information security and data privacy practices such as, but not limited to, SOC II Report, ISO 27002 Certification, FedRamp Certification, or other similar privacy seals and independent third-party audit reports.
- 7.12 DALLAS FORT WORTH AIRPORT BOARD'S AUDIT RIGHTS: The Airport shall have the right to monitor Contractor's compliance with the terms of this Section 8. During normal business hours,

and with reasonable prior notice, the Airport or its authorized representatives may audit, monitor, and inspect Contractor's facilities and equipment as well as any information or materials in Contractor's possession, custody, or control, and interview Contractor's key employee wherever located, to the extent relating to Contractor's obligations under this Provision. Contractor shall allow the Airport and its representatives all necessary access and information to accomplish such audit. An inspection performed pursuant to this paragraph shall not unreasonably interfere with the normal conduct of Contractor's business. The Airport will hold in confidence any information obtained in such audit or inspection, except to the extent necessary to enforce this Provisions or in response to a Texas Public Information Act request.

- 7.13 RETURN OF INFORMATION: Promptly upon the expiration or early termination of this Contract, or such earlier time as the Airport requests, Contractor shall return to the Airport, or its designee, all Confidential Data or Work Product controlled or held by Contractor pursuant to this Contract in a mutually acceptable format, or render said Confidential Data or Work Product unreadable or undecipherable using industry-standard mechanisms. Additionally, Contractor will support transfer of Confidential Data to another service as identified by the Airport, should the Airport desire.

8 DELIVERIES OF PRODUCT(S)

- 8.1 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.
- 8.2 All product(s) covered by this bid shall be delivered F.O.B. Destination Dallas Fort Worth 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.
- 8.3 Delivery will be made only upon authorization of the Airport's Project Manager 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.
- 8.4 Bidder 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9 DELIVERY LOCATION

- 9.1 Unless otherwise directed by the specifications, order, or the Airport's Project Manager, the products to be furnished under this Contract shall be delivered to:

Dallas Fort Worth Airport Headquarters
Procurement and Materials Management Department
2400 Aviation Drive
Dallas Fort Worth Airport, Texas 75261

- 9.2 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).

10 RELEASE PURCHASE ORDER PROCESS

- 10.1 PMM shall communicate requirements under this Contract using individual purchase orders.
- 10.2 PMM 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.
- 10.3 The total amount of all orders issued under the Contract shall not exceed the not-to-exceed amount of the Contract.
- 10.4 Each order will be a supplement to this contract. 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.

11 EMPLOYEE TRANSPORTATION CHARGE

- 11.1 The Employee Transportation Charge (ETC) is assessed to ensure the availability and maintenance of the employee transportation system. Fees are assessed based on employee population, regardless of system usage. Employees who are subject to this charge are as follows:
- 11.1.1 Employees who work within the central terminal area (including, but not limited to, the terminals, associated ramp and/or aircraft parking areas, parking garages, and all other related facilities and infrastructure adjacent to or proximate to the aforementioned facilities and areas);
- 11.1.2 Flight crews of airlines operating at Dallas Fort Worth Airport, regardless of where they reside or whether they utilize the service; and
- 11.1.3 Current employees of airlines operating at Dallas Fort Worth Airport but based at another location. These employees must have approval of the Vice President of Aviation Real Estate and the Vice

President of Customer Service/Terminal Management to park in employee lots.

- 11.2 Employee transportation charges are based on the Dallas Fort Worth Airport Annual Certified Employee Headcount Report (ETC report) submitted by the tenants annually, to the Dallas Fort Worth Airport Employee Parking Office (EPO). Payroll Personnel listings is required with the submittal of the ETC report (see item #3 below),
 - 11.2.1 Failure to submit the ETC report along with payroll personnel listings to the EPO by the date specified in the EPO's annual communication is subject to a noncompliance fee of \$250 per month until an accurate ETC report along with payroll information has been submitted.
 - 11.2.2 Signatory airlines are exempt from the noncompliance fee.
 - 11.2.3 If the number of employees varies by more than ten percent (10%) at any time during the year, the tenants must notify the EPO in writing and submit a revised headcount certification along with revised payroll personnel listing. Adjustments are made when the revised headcount certification is received. Employee transportation charges are non-transferrable and non-refundable.

Employee Transportation Charges (ETC)

Fees are based on the Airport's Rates. The Schedule of Charges can be found at:
<https://www.dfairport.com/investors/>

Dallas Fort Worth Airport has the right to periodically audit tenants' payroll records to validate ETC fees assessed. Any Employee Parking rate change by the Airport shall be applied automatically to contract rate line item.

- 11.2.3.1 Entities operating under separate agreements with the Airport Board are subject to the charges outlined in those agreements.
- 11.2.3.2 Federal agencies may have a modification to the requirement to submit an annual headcount that may address the specific employee of the agency and require the employee to pay the ETC.
- 11.2.3.3 Payroll Personnel listings are required when submitting the Annual or any Revised ETC report. ETC reports will not be processed without payroll documents. Payroll Personnel listings are required to include the following:
- 11.2.3.4 Last name, first name, and position title of all employees who work at the Dallas Fort Worth Airport, regardless of the number of hours worked.

12 EMPLOYEE HANGERS

- 12.1 Hangers are provided to employees permitted to park in designated lots, based on the Employee Transportation Charge headcount certification (reference – Other Charges, Section F – Employee Transportation Charge.)
- 12.2 The replacement fee for a lost hanger is \$40. The replacement fee may be waived for stolen hangers with a copy of the police report stating that the hanger was among the stolen items.
- 12.3 Business entities that end or terminate their relationship at Dallas Fort Worth Airport must submit a final Revised ETC Certified Employee Headcount Report indicating -0- headcount. In addition, all hangers must be returned within 30 days of the last date of business. Failure to submit a final ETC

form and/or hangers will create additional billing until compliance is complete.

- 12.4 Employee hangers are for use by Dallas FW Airport tenant employees only and may be utilized solely while parking in conjunction with an employee's work-related schedule. Personal use of Dallas Fort Worth Airport employee parking lots by any person is prohibited. Hangers are non-transferable and may not be loaned or sold. An employee who uses or allows the use of an employee hanger for non-authorized purposes is subject to denial of parking privileges. Vehicles must park in one marked space. Recreational vehicles (RV's), vehicles with trailers, campers, and other oversized vehicles are not permitted in the employee parking lots.

13 ENVIRONMENTAL AND SAFETY PROVISIONS

13.1 ENVIRONMENTAL DEFINITIONS

- 13.1.1 **BEST MANAGEMENT PRACTICE (BMP).** Shall mean schedules of activities, prohibition of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.
- 13.1.2 **ENVIRONMENTAL IMPACT CLAIM.** Shall mean any claim, suit, judgment, penalty, fine, loss, administrative proceeding, request for information, citation, notice, request, inquiry, or expense (including but not limited to any costs of investigation, study, cleanup, removal, response, remediation, transportation, disposal, restoration, monitoring, consultant's fees, contractor's fees, and attorney's fees) which arises out of, is related to, alleges, or is based on the presence, transportation, handling, treatment, storage, or actual or threatened Release, dispersal, disposal, escape, or migration of any Hazardous Material, Process Water, or Solid Waste, or any other chemical, material, irritant, pollutant, contaminant, regulated substance, or toxic substance (including but not limited to gasoline, diesel fuel, petroleum hydrocarbons, and any by-product or derivative thereof), whether solid, liquid, or gaseous in nature.
- 13.1.3 **ENVIRONMENTAL LAWS.** Shall mean all present and future federal, state, and local laws relating to protection of the environment, public health, and welfare, or safety, including, without limitation, all statutes, regulations, ordinances, permits, Best Management Practices, codes, orders, governmental requirements related to discharge of Process Water or other pollutants into the environment, waters of the United States, and/or waters of the State of Texas; and protection of areas of particular environmental concern, including, for example, wetlands, areas inhabited by endangered species, and historic sites.
- 13.1.4 **HAZARDOUS MATERIAL.** Shall mean any substance:
- 13.1.4.1 the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; or
- 13.1.4.2 which is or becomes defined as a hazardous waste, hazardous substance, pollutant or contaminant under any federal, state, or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Texas Water Code and/or the Texas Health and Safety Code; or
- 13.1.4.3 the presence of which on the Airport causes or threatens to cause a nuisance upon the Airport or

to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Airport; or

- 13.1.4.4 without limitation, which contains gasoline, diesel fuel, other petroleum hydrocarbons, natural gas liquids, polychlorinated biphenyls (PCBs), asbestos, lead paint, or urea formaldehyde foam insulation.
- 13.1.5 PROCESS WATER. Means any water, which, during manufacturing or processing, comes into direct contact with, or results from the production or use of any raw material, intermediate product, finished product, byproduct or waste product.
- 13.1.6 RELEASE. Means any depositing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment or threat of release such that a release may enter the environment; and
- 13.1.7 SAFETY LAWS. Means any applicable law, regulation, standard, or order of any governmental agency relating to worker safety.
- 13.1.8 SOLID WASTE. Shall have the same meaning as in the Resource Conservation and Recovery Act, the Texas Health and Safety Code, and the Texas Solid Waste Disposal Act, and shall include sewage.

13.2 CONTRACTOR REQUIREMENTS

- 13.2.1 Contractor will obtain, maintain, and have readily available for examination at all times during the term of this Contract, all licenses, permits, exemptions, registrations and other authorizations and provide any notices not obtained or provided by the Airport pursuant to this Contract which is required under Environmental Laws for conducting the Work and Contractor's operations at the Airport.
- 13.2.2 Contractor shall comply and shall cause all its employees, agents, sub-contractors, and other third parties under Contractor's control to comply, and shall include in all subcontracts a provision requiring the sub-contractor to comply and all employees or other third parties under sub-contractor's control to comply with all Environmental Laws. Not by way of limitation, but as emphasis only, Contractor represents, warrants, and covenants that:
- 13.2.3 Paints and coatings will comply with 30 Texas Administrative Code Section 115.421 (2000), and any amendments or successor thereto.
- 13.2.4 Work involving the use of cut-back asphalt will comply with the 30 Texas Administrative Code Section 115.512 (2000), and any amendments or successor thereto. Cut-back asphalt is defined as any asphaltic cement that has been liquefied by blending with petroleum solvents (dilutents).
- 13.2.5 Contractor shall comply and shall cause its employees, agents, sub-contractors, and other third parties under Contractor's control to comply with all Airport's policies, rules, regulations, and permits, and to conduct the Work consistent with the Airport's commitments under the State Implementation Plan and the National Environmental Policy Act.
- 13.2.6 Contractor shall not cause, contribute to, or permit any Release of any Hazardous Materials, Solid Waste, or Process Water by Contractor or its employees, agents, sub-contractors, or other third parties under Contractor's control into the environment or cause, contribute to, or permit any violation of any Environmental Law.

- 13.2.7 Contractor shall dispose of and cause its employees, agents, sub-contractors, or any other third party under Contractor's control to dispose of any Solid Waste or Hazardous Materials generated or located at the Airport in compliance with Environmental Laws, and, if not sooner required by Environmental Laws or this Contract, at the termination of this Contract shall remove and dispose of all Solid Wastes and Hazardous Materials not incorporated into the work in accordance with this Contract at its sole expense in a lawful and timely manner.
- 13.2.8 Contractor shall advise the Airport immediately of any potential or actual non-compliance with any Environmental Law or Safety Law on Airport property by any person.
- 13.2.9 Contractor shall, immediately upon receipt, provide the Airport with copies of any notice or other document issued to Contractor or its sub-contractors alleging non-compliance or investigating potential non-compliance with any Environmental Law or Safety Law at the Airport.
- 13.2.10 Spills, leaks, or releases of Hazardous Material shall be reported immediately to the Airport's Environmental Affairs Department.
- 13.2.11 Contractor shall comply with Airport's Spill Reporting Policy, Clean Air Policy, and other applicable environmental policies.
- 13.2.12 From time to time, and in the Airport's sole discretion, Airport representatives may conduct an inspection, assessment, and/or regulatory compliance audit of the Work and/or Contractor's operations, including operations of Contractor's employees, agents, sub-contractors, or any other third party under Contractor's control. The Airport may perform testing as needed and may conduct interviews of Contractor or its sub-contractors. Contractor will cooperate and will cause its employees, agents, sub-contractors, or any other third party under Contractor's control to fully cooperate in such inspection, assessment, or audit. Contractor remains solely responsible for its environmental compliance, notwithstanding any Airport inspection, audit, or assessment.
- 13.2.13 If Airport property or other real property or tangible personal property located at the Airport are contaminated or otherwise damaged or injured by any Solid Waste or Hazardous Materials released by Contractor or its employees, agents, sub-contractor, or any other third party under Contractor's control, Contractor agrees to promptly undertake remediation of such contamination or damage to background levels, if established, or to other levels or standards acceptable to the Airport, and to restore the affected property to its condition prior to such contamination or damage in all material respects. If Contractor does not promptly and fully remediate and restore the affected property, the Airport may, but is not required to, perform the remediation and restoration, and Contractor shall reimburse the Airport for all costs associated with such contamination, remediation, and restoration, including but not limited to consultants' fees, contractor's fees, penalties, attorneys' fees, and costs of investigation and remediation, within twenty (20) days after the Airport delivers notice to Contractor of such costs.
- 13.2.14 Failure by Contractor or its subcontractors to comply with any Environmental Provision shall be considered a default for which the Airport may exercise its remedies in accordance with the terms of this Contract.
- 13.3 ASBESTOS-CONTAINING MATERIALS
- 13.3.1 It is the policy of the D/FW Airport Board that all architects, engineers, consultants, general contractors, subcontractors, distributors, suppliers, and others receiving proceeds from this Contract be bound by the Airport's philosophy toward the use of asbestos within the boundaries of

the D/FW Airport. Towards this end, Contractor covenants and agrees that it shall not use or install products containing asbestos in any form as part of this Contract or subsequent addendum or Change Order. If requested to do so by the Airport, Contractor shall submit letters of certification or MSDS from manufacturers of sealants, adhesives, gasket material, piping, curing materials, and other materials to be used at the Airport that their products are free of asbestos.

- 13.3.2 This provision applies to all materials and/or products placed in service within the boundaries of D/FW Airport under conditions and terms of this Contract. Contractor accepts and assumes all responsibility and liability for asbestos-containing products and/or materials installed, used, or provided in performance of the Work. In addition, the Contractor accepts and assumes responsibility and liability for all expenses related to the removal, replacement and reparation of asbestos containing materials put in place under terms of this Contract. The Contractor also certifies that a non-asbestos containing material or product of similar kind and quality will be substituted with the approval of the Airport.
- 13.3.3 Even if asbestos abatement is not included in the scope of work for this Contract, should non-compliance of drawings, notations, and specifications within the asbestos prohibition contained herein be discovered by or on behalf of Contractor, the Contractor must promptly notify Airport representatives in writing of the non-compliant notation or specification.
- 13.3.4 This provision reflects the mandate of the Airport to promote the health, safety, and welfare of the general public and to establish a standard for response to asbestos within the limits of Airport authority. Contractor shall comply with all Environmental and Safety Laws relating to asbestos-containing materials.
- 13.3.5 This provision supersedes and replaces all other references, specifications, and notations relating to asbestos-containing materials, which may appear in this Contract.

13.4 **ENVIRONMENTAL INDEMNITY**

NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE AIRPORT, THE CITIES OF DALLAS AND FORT WORTH, TEXAS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND COUNCILS FROM AND AGAINST, AND TO REIMBURSE SAME WITH RESPECT TO, ANY AND ALL CLAIMS, DEMANDS, PENALTIES, SUITS, ACTIONS, LOSS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, LITIGATION COSTS, EXPERT WITNESS FEES, AND EXPENSES OF INVESTIGATION AND REMEDIATION) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, FIXED OR CONTINGENT, ASSERTED AGAINST OR INCURRED BY SUCH PARTIES AT ANY TIME BY REASON OF, IN CONNECTION WITH, OR ARISING OUT OF (A) THE BREACH OF ANY REPRESENTATION OR WARRANTY SET FORTH IN THIS SECTION BY CONTRACTOR OR ANY EMPLOYEES, AGENTS, SUB-CONTRACTORS, OR ANY OTHER THIRD PARTY UNDER CONTRACTOR'S CONTROL, (B) THE FAILURE OF CONTRACTOR TO PERFORM ANY OBLIGATION REQUIRED BY THIS SECTION TO BE PERFORMED BY CONTRACTOR, OR (C) LOSS FROM ANY ENVIRONMENTAL IMPACT CLAIM, AS DEFINED HEREIN, CAUSED IN WHOLE OR IN PART BY OR ARISING IN WHOLE OR IN PART FROM THE ACTS OR OMISSIONS OF CONTRACTOR OR ITS EMPLOYEES, AGENTS, SUB-CONTRACTORS, OR ANY OTHER THIRD PARTY UNDER CONTRACTOR'S CONTROL; OR (D) THE VIOLATION BY CONTRACTOR OR ITS EMPLOYEES, AGENTS, SUB-CONTRACTORS, OR ANY OTHER

THIRD PARTY UNDER CONTRACTOR'S CONTROL OF ANY AIRPORT ENVIRONMENTAL RULE OR REGULATION, AIRPORT PERMIT, AIRPORT POLICY, OR ANY ENVIRONMENTAL LAW.

13.5 SAFETY PROVISIONS

13.5.1 The Contractor covenants and agrees:

13.5.1.1 That it shall not cause or permit any hazardous chemical (as defined in 29 C.F.R. 1910.1200) to be brought upon the Airport without the prior written consent of AIRPORT. Consent may be given via the Airport's submittal process as long as all such materials are outlined on the submittal.

13.5.1.2 That it shall make available to Airport a Material Safety Data Sheet (MSDS) for each Hazardous Material or hazardous chemical Contractor or its sub-contractors, employees, or agents five (5) days prior to delivery of material onto the Airport.

13.5.1.3 That its operations shall at all times remain in compliance with:

13.5.1.3.1 Airport's written policies and requirements governing the identification and use of hazardous chemicals; and

13.5.1.3.2 All Safety Laws.

13.5.1.4 That it shall advise the Airport immediately of any potential or actual non-compliance by any person with any Safety Law on Airport property.

13.5.1.5 That it shall immediately upon receipt, provide the Airport with copies of any notice or other document issued to Contractor, its sub-contractors, or agents alleging non-compliance or investigating any potential non-compliance with any Safety Law at the Airport.

13.5.1.6 Neither the requirements of this clause nor any act or failure to act by the Airport shall relieve the Contractor of responsibility or liability for the safety of the general public or Airport, tenant, contractor, or subcontractor personnel or property.

13.6 SURVIVAL

The provisions of this Section, including the representations, warranties, covenants and indemnities of Contractor, shall expressly survive expiration or termination of this Contract.

14 INSURANCE PROVISIONS (EXHIBIT A)

15 NEW MATERIALS

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

16 PROFESSIONAL SERVICES

Ancillary/Integral Professional Services: In selecting an architect, engineer or land surveyor, etc., to provide professional services, if any, that are required by the specifications, Proposer/Contractor 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 Airport with its Bid.

17 PROTECTION AND RESTORATION OF PROPERTY

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

18 PUBLIC CONVENIENCE AND SAFETY

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

19 REIMBURSABLE EXPENSE PROVISIONS

- 19.1 The Consultant/Contractor shall be reimbursed the necessary, actual, and reasonable direct non-salary costs (expenses) directly incidental to the work in accordance with the Airport's Cost Principles in effect at the time of Contract Award.
- 19.2 Receipts or invoices shall be required on all individual expenditures exceeding \$25.00, unless otherwise noted.
- 19.3 TRAVEL AND LIVING EXPENSES
 - 19.3.1 Air Travel - At the lesser of actual cost or airline coach rates, air travel shall be reimbursed when supported with legible copies of airline tickets or the travel itinerary for ticket-less or electronic ticket travel. Official travel shall be by the most direct routing. Reimbursement for the difference between direct and indirect travel will be considered with a written explanation.
 - 19.3.2 Motel/Hotel - Actual and reasonable costs for accommodations of Consultant/ Contractor personnel when in travel status overnight. Costs shall be supported with legible, itemized motel/hotel bills that reflect all charges for each night registered. Costs shall not exceed the Daily Average Range for first class (or less) lodging for the appropriate cities, including travel to the DFW Metroplex area, as identified in the current edition of the Runzheimer Guide to Daily Prices (hereafter referred to as **Runzheimer Guide**), Runzheimer Park, Rochester, Wisconsin, 53167-0009, 1-800-558-1702, www.runzheimer.com. Lodging expense amounts reflected in the Runzheimer Guide include single occupancy rates plus applicable sales and lodging taxes.

If Consultant seeks reimbursement for hotel expenses incurred at a hotel within 30 miles of Dallas

Fort Worth International Airport, it must be at either the Hyatt Regency Hotel or the Hyatt Place Hotel on Dallas Fort Worth International Airport property. The selection of which property will be made with the prior approval of the department for which the Consultant/Contractor is performing work. A waiver of this hotel requirement can be secured if the waiver is provided in writing from either the Vice President of the department for which Consultant/Contractor is performing work or a member of the Executive Staff.

19.3.3 Meals - Actual and reasonable costs for Consultant/Contractor personnel meals shall not exceed the Daily Average Range for meals for the appropriate cities, including travel to the DFW Metroplex area, as identified in the **Runzheimer Guide**. Meal expense amounts reflected in the Runzheimer Guide include all applicable taxes plus a 15% gratuity.

19.3.3.1 Reimbursement for meals applies only to Consultant/Contractor personnel working on Airport business. Consultant staff members for whom meals were provided shall be identified. Payment of meals for other than Consultant personnel is not reimbursable, including meals for Airport staff.

19.3.4 Local Transportation - Transportation costs incurred by Consultant while in travel status shall be reimbursed as follows:

19.3.4.1 Taxi/limousine/airport shuttle - Reimbursable at actual cost.

19.3.4.2 Rental Automobiles - Actual and reasonable costs for rental of intermediate or smaller size automobiles, when in travel status, and not to exceed the Average Daily Rate for the appropriate cities, including travel to the DFW Metroplex area, as identified in the **Runzheimer Guide**. Rental automobiles shall be used only when their use will affect savings or other advantages, or when the use of other transportation is not feasible. Written explanation is required to substantiate automobile rental upgrade. A legible copy of the automobile rental agreement is required.

19.3.4.3 Private Automobile - Use of private automobile is reimbursable only for travel outside of Consultant/Contractor's home-office area. All mileage will be reimbursed at the rate per mile provided by the U.S. Internal Revenue Service for Standard Mileage rates for business miles driven and should be supported with copies of a travel log itemizing Consultant employee name, dates, destination and distance traveled.

19.3.4.4 If another form of transportation is used in lieu of coach-class air travel, the lesser cost of the two modes, for travel to Dallas Fort Worth Airport, is reimbursable.

19.3.4.5 Destination parking charges and tolls charged for use of ferries, roads, bridges, and tunnels, while traveling to and from Airport, are reimbursable at actual cost.

19.3.5 Telephone - Actual cost of business telephone charges incurred by Consultant while in travel status.

19.3.6 Laundry - Laundry and dry-cleaning expense is reimbursable at a maximum of \$10.00 per day, if Consultant/Contractor is required to be in travel status for the Airport for seven consecutive days or more.

19.4 REIMBURSEMENTS

19.4.1 Sub-Consultants - Actual costs incurred by Sub-Consultant/Contractor and supported by actual invoice support. Invoices should list professionals or para-professionals (by position and name) performing the work, in addition to hourly rates and total hours worked. All reimbursable expenses

submitted by a Sub-Consultant/Contractor are subject to the same requirements discussed herein.

19.4.2 Supplies, Materials, Equipment - Actual cost of items used directly in the furtherance of work and supported by receipt.

19.4.3 Reproduction

19.4.3.1 Home Office Reproduction of material and documents required in the furtherance of work is reimbursable at a rate of \$.05 per page and should be supported with an itemization or breakdown (example: 100 copies @ \$.05 = \$5.00).

19.4.3.2 Outside Reproduction - actual cost required in the furtherance of work is reimbursable when supported by invoice.

19.4.3.3 Home Office Communications - Actual cost for long distance telephone, telegraph, or teletype services, express mail or other forms of communication directly required in the furtherance of the work and supported by receipts, invoices, or itemized lists (as appropriate). Facsimile charges shall be reimbursed at a maximum of \$.50 per page.

19.4.3.4 Research - Research charges should be supported with an itemized list of the charges and/or copies of an invoice reflecting submitted charges.

19.4.3.5 All Other - Actual cost for other expenses, exclusive of normal expenses, incurred and as approved by Airport staff. Additionally, written explanation and justification should accompany charges not clearly identified as a valid business expense on support provided.

19.5 NON-ALLOWABLE EXPENSES

Non-allowable costs shall include, but are not limited to: charges for entertainment, first class airfare, expenses incurred by traveler accompanying Consultant/Contractor on official Airport business, bidding and proposal costs, contributions, subscriptions, alcoholic beverages, automobile rental for travel in Consultant's home-base area, and personal expenses including but not limited to: communication charges, cellular phone usage, transportation, costs associated with personal pursuits, gifts, gratuities, and other charges expressly disallowed under the terms of this agreement. Expenses other than those discussed herein require advance Airport staff written approval.

20 WARRANTY INFORMATION

The Contractor shall provide, at a minimum, the manufacturers' standard warranty for all goods supplied under this Contract. All warranty costs, including parts and labor, shall be included in the Contract price. Such warranties shall meet or exceed any additional warranty requirements specified in this Contract.

All manufacturer and Contractor warranties shall inure to the benefit of the Airport and shall be fully transferable to the Airport upon delivery and acceptance. The Contractor shall promptly repair, replace, or correct, at no additional cost to the Airport, any defective or nonconforming goods discovered within the applicable warranty period.

The warranty period shall commence upon the date of written acceptance of the goods by the Airport.

The warranties provided herein are in addition to, and shall not limit, any rights or remedies available to the airport under this Contract or under applicable law, including the Uniform Commercial Code.

END OF SPECIAL PROVISIONS