



DALLAS/FORT WORTH  
INTERNATIONAL AIRPORT

## **REQUEST FOR PROPOSAL**

### **Solicitation No. 8004261**

**Regional Public Relations Support – Middle East, Africa and India**

**Deadline for Proposal Submittal:**

**December 23, 2011 at 5:00P.M. (Central Time)**

**By email or fax to: Edward Dunagan, C.P.M.**

**[edunagan@dfwairport.com](mailto:edunagan@dfwairport.com)**

**FAX: 972-973-5601**

**A Pre-Proposal Conference WILL NOT BE HELD**

# SOLICITATION SUMMARY

## 1 GENERAL DESCRIPTION

DFW International Airport Public Affairs Department is seeking a public relations firm with offices in Dubai, UAE, India and Africa with proven outreach abilities in Doha, Lagos, Abu Dhabi, Mumbai and New Delhi. The successful firm should have knowledge and expertise of the kingdoms of Dubai and Abu Dhabi, aviation or aerospace background and strong relationship-management and public relations skill and demonstrated expertise and capability to develop and execute multi-city public relation programs in the UAE, Africa and India markets.

## 2 SCHEDULE OF EVENTS

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

RFP Release Date:..... December 9, 2011

Deadline for Questions: ..... December 16, 2011, 5:00 p.m.(USA Central Time)

Proposal Due Date: ..... December 23, 2011, 5:00 p.m.(USA Central Time)

Board Approval Date: ..... January 05, 2012

## 3 CONTRACT TERM

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

## 4 DISADVANTAGED, MINORITY, WOMEN OWNED BUSINESS ENTERPRISE GOAL

DMWBE subcontracting goal for this contract is: 0 %

## 5 APPLICABLE LAWS

This solicitation is being conducted in accordance with Texas Local Government Code Title 8, Subtitle A, Chapter 252 and/or Government Code 2254, as applicable.

## **TABLE OF CONTENTS**

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### **PROPOSAL INSTRUCTION AND REQUIREMENTS**

- 1 *Definitions*
- 2 *Contact Information*
- 3 *Pre-Proposal Conference*
- 4 *Addenda*
- 5 *Disadvantage, Minority and/or Women-Owned Business Enterprises*
- 6 *Proposal Preparation*
- 7 *Proposal Format Requirements*
- 8 *Submittal of Proposals*
- 9 *Proposal Receipt / Evaluation of Proposals*
- 10 *Proposal Award*
- 11 *Contract With The Board*
- 12 *Determination of Non-Responsible Proposer*
- 13 *Determination of Non-Responsive Proposal*
- 14 *Rejection of Proposals*
- 15 *Withdrawing Proposals*
- 16 *Proposal Preparation Forms*
  - a. *Proposal Submittal Label*
  - b. *No Proposal Information*
  - c. *Bid/Proposal Checklist*

### **EVALUATION CRITERIA**

#### **SPECIFICATIONS / SCOPE OF WORK**

- 1 *Introduction / General Overview*
- 2 *Specifications / Scope Of Work*
- 3 *Proposer Qualifications*

#### **SPECIAL PROVISIONS**

- 1 *Board's Right to Inspect and Audit*
- 2 *Contract Term*
- 3 *Contractor Responsibilities / Performance of Work*
- 4 *Disadvantaged/Minority and Women-Owned Business Enterprise (DMWBE)*

#### **GENERAL TERMS AND CONDITIONS**

- 1 *Assignment*
- 2 *Changes In Contract*
- 3 *Code of Business Ethics*
- 4 *Compliance With Laws*
- 5 *Confidential or Proprietary Information*
- 6 *Delivery / Performance of Services*
- 7 *Disadvantaged, Minority and Women-Owned Business Enterprise Participation*
- 8 *Dispute Resolution*
- 9 *Financial Interest*
- 10 *Fiscal Year Funding*
- 11 *Force Majeure*
- 12 *Indemnification and Hold Harmless*
- 13 *Independent Contractor*
- 14 *Jurisdiction*
- 15 *Non-Discrimination*
- 16 *Notice of Delays*
- 17 *Personal Liability of Public Officials*
- 18 *Severability*

- 19 *Subletting of Contract*
- 20 *Tax Exemption Status*
- 21 *Temporary Suspension of Work*
- 22 *Termination of Contract: Default And Remedies*
- 23 *Termination of Contract For Board Convenience*
- 24 *Terms of Payments*
- 25 *Third-Party Beneficiary Clause*

**PROPOSAL RESPONSE FORMS**

- 1 *Proposal Pricing Format*
- 2 *Organizational Summary Information*
- 3 *Workforce Composition Form*
- 4 *Business Disclosure Form*
- 5 *Proposal Endorsement Form*

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## **PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

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A Proposal is requested by the Dallas/Fort Worth International Airport Board (herein called Board). The Board will receive separate sealed Proposals until the deadline for Proposal submittal. This Section provides information on how and where to submit a Proposal and other pertinent information regarding this Solicitation. Those who submit proposals are required to read and comply with these instructions.

### **1 DEFINITIONS**

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

### **2 CONTACT INFORMATION**

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

### **3 PRE-PROPOSAL CONFERENCE OR TELECONFERENCE**

If a Pre-Proposal Conference is held, it shall be open to all interested parties prior to Deadline for Proposal Submittal for the purpose of discussing the requirements of the solicitation and/or to inspect the location where Work is to be performed. All Proposers are strongly encouraged to attend. Proposers may make written inquiries concerning the RFP to obtain clarification of the requirements. Inquiries must be submitted in writing no later than the due date and time identified in Section 3 above. Inquiries received by this deadline, and corresponding answers, will be available to Proposers of record as soon as possible. A response to inquiries is at the sole discretion of the Board.

Proposers that do not attend may be required to provide additional information or documentation to validate that they fully understand the Board's requirements.

It is the responsibility of the Proposer to fully understand the scope of work and the conditions under which Work is to be performed. Failure to attend a Pre-Proposal Conference shall not relieve a Proposer from full performance of any Contract awarded to the satisfaction of the Board.

### **4 ADDENDA AND CLARIFICATIONS**

- 4.1 The Board may, at its sole discretion, elect to issue changes or clarifications to the Proposal Solicitation. The Board will issue changes or clarifications in the form of a written addendum. Written addenda shall be the ONLY FORM of amendment to the Solicitation. Other written information or verbal communications, including but not limited to discussion in a Pre-Proposal conference, shall not constitute a change to the requirements of the Solicitation. Addenda, if issued, will be mailed, faxed, and/or emailed to all known prospective Proposers and posted on the Board's website ([www.dfwairport.com](http://www.dfwairport.com)) prior to the date and time of the Deadline for Proposal Submittal.
- 4.2 It is the Proposer's responsibility to ensure receipt of any addenda issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve the Proposer from any obligations under its Proposal as submitted. The Proposer must sign all addenda and return them with their Proposal. All addenda shall become part of the Contract documents.
- 4.3 Clarification to the solicitation will be issue separately and will not become part of the final contract.

### **5 DISADVANTAGED, MINORITY AND/OR WOMEN-OWNED BUSINESS ENTERPRISES (DMWBE)**

- 5.1 The Board strongly encourages DMWBE (disadvantaged/minority/women-owned business

enterprise) firms to participate in this solicitation and encourages joint venture Proposals that include M/WBE firms.

- 5.2 Proposers are directed to review the Special Provisions and the related forms within this Solicitation document for specific goals and compliance requirements.

## 6 PROPOSAL PREPARATION

- 6.1 Submittals: Proposer must submit all Proposal Response Forms, plus all addenda, completed forms, and any requested information and documentation as part of its Proposal. Proposer's failure to include all submittals may be cause to consider a Proposal non-responsive.
- 6.2 Endorsing the Proposal: An authorized officer of the Proposing Firm must sign the Proposal. Signature of the Proposal will signify agreement and compliance with all requirements set forth in this Solicitation except where properly noted in the Proposal Response Forms. Proposers 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 Proposal Language / Currency: Proposers must submit their Proposal in the English language and Proposal pricing must be in Dollars of the United States of America.
- 6.4 Freight and Shipping: Proposal 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 Airport 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. Where legally permitted, Contractor shall provide the vendor or supplier with a properly executed resale certificate at the time of purchasing tangible personal property and/or taxable services that are to be resold to the Board under this Contract.
- 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, Proposer must note the difference on an attached document that details the exception(s) to specifications. Failure of the Proposer to make the required acknowledgements may cause the Proposal 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 Proposer has purported it to be in its Proposal, said Successful Proposer will be required to correct any deficiencies without additional cost to the Board.
- 6.7 Proposer Requirements: The Proposer must have demonstrated experience in the successful completion of Scope of Work / Specifications of a similar nature and scope. The Successful Proposer must take prime contractor responsibility, including the management and performance of all subcontractors and products (goods) provided.
- 6.8 Proposer Costs: Any costs that may be incurred to prepare responses, attend meetings, attend site inspections, provide requested follow-up information, make formal and informal presentations, and / or contract negotiations, if applicable, shall be the sole responsibility of the Proposer.
- 6.9 Confidential or Proprietary Markings: Any portion of the Proposal that Proposer considers confidential or proprietary information, or to contain trade secrets of Proposing Firm, 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.
- 6.10 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, Proposer 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 Proposal.

## 7 PROPOSAL FORMAT REQUIREMENTS

### 7.1 Overview

To facilitate and expedite the evaluation process, all information in the Proposal should be organized and presented as directed below. A Proposal may be deemed to be non-responsive and may be disqualified, at the Board's discretion, if the Proposal fails to comply with the following instructions.

### 7.2 Proposal Organization

7.2.1 Each copy of the Proposal shall be submitted by email.

7.2.2 Proposal text shall be typed in font no smaller than 10 point, on 8.5-inch by 11-inch paper, with one inch margins. Proposals may be either single-sided or double-sided pages and single-spaced for the entire submitted proposal document.

7.2.3 All Proposal sections shall be divided by the use of numeric index pages. All pages within these sections shall be uniquely numbered for purposes of easy reference.

7.2.4 Proposals shall be assembled in accordance with the following format.

#### 7.2.4.1 **Cover Letter (2) Page Limit)**

Include an explicit statement indicating that the Proposer, if successful, will be the Prime Contractor for the Work.

#### 7.2.4.2 **Table of Contents**

Include references to sections and page numbers.

#### 7.2.4.3 **Disclosure Statements**

7.2.4.3.1 Proposer's disclosure and description of any outstanding legal issues and claims against it in connection with current Scope of Work / Specifications or other Scope of Work / Specifications undertaken in the last five (5) years.

7.2.4.3.2 The past fiscal year's audited financial statement of Proposer and most recent affirmative statement of financial capability.

7.2.4.3.3 Proposers shall complete the forms titled "Organizational Summary Information" and "Business Disclosures" included in this Solicitation.

7.2.4.3.4 Proposers shall include in their response a statement affirming that no member of the Board, no official or employee of the Board, and no member of any commission, committee, board or corporation controlled or appointed by the Board has already received, in connection with or related in any way to this contract, or has been promised, in the event this contract is awarded to the firm, any commission, finder's fee or other thing of value. In addition, the firm shall furnish a statement that identifies any member of the Board and any official or employee of the Board who, the firm has reason to believe, would or may be financially affected, whether affirmatively or negatively, and whether personally or through a spouse or other family member, if this contract were awarded to the firm. Upon request by the Board's Vice President of Procurement and Materials Management or an authorized agent thereof, the firm shall respond to any questions relating to the subject of this section.

7.2.4.4 **Addenda**

The acknowledgement page(s) of all addenda issued by the Board shall be signed by the Proposer's authorized representative and submitted in this section.

7.2.4.5 **Tab 1 - Brief Executive Overview (2 Page Limit)**

7.2.4.5.1 Introduction of the Proposer's company including history, location, qualifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), notable achievements, etc.

7.2.4.5.2 Overall summary regarding plans to meet Board requirements.

7.2.4.5.3 Identify proposed subcontractors, if any, by listing name, address, telephone and contact person. For each listed proposed subcontractor, include a brief history, qualifications, experience, main line of business, how business is organized (corporation, partnership, public, private, etc.), notable achievements, etc. Proposer shall state whether it has worked with the listed proposed subcontractors in the past, addressing contractual relationship, frequency and scope of work completed.

7.2.4.5.4 Proposers shall complete the forms titled "Organizational Summary Information" and "Business Disclosures" included in this Solicitation (not part of page limit).

7.2.4.6 **Tab 2 – Statement of Work (10 Page Limit)**

7.2.4.6.1 Identify all major project tasks and milestones for the Work to be performed.

7.2.4.6.2 If appropriate, identify all major project tasks and milestones to be performed by subcontractors; group all project tasks by the associated subcontractor.

7.2.4.6.3 Describe how the Proposer plans to successfully accomplish the Scope of Work / Specifications objectives.

7.2.4.6.4 List all human resources contributing to the Scope of Work / Specifications and their respective major area of responsibility in this project as well as the percentage of time to be spent on this project. Include the resumes (biographical information) at the end of this section for all proposed program personnel. Resumes are limited to one page per person and they not count against this tabbed section's page limit.

7.2.4.6.5 Provide a proposed project organizational chart, identifying reporting structure and areas of responsibility.

7.2.4.7 **Tab 3 - List of Exceptions/Substitutions/Clarifications/Additions**

7.2.4.7.1 Although the Scope of Work included Project Requirements of the solicitation represents the Board's anticipated needs, there may be instances in which it is in the Board's best interest to permit exceptions to requirements and accept proposed alternatives.

7.2.4.7.2 It is extremely important for the Proposer to make clear where exceptions, clarifications substitutions and/or additions to the Scope of Work, Special Provisions and General Terms and Conditions are taken and how substitutions shall be provided. The Board does not recognize strikeouts, deletions, or changes to Solicitation documents. Therefore, exceptions, conditions, clarifications and/or substitutions to the provisions of the Board's requirements must be clearly identified along with the proposed addition or modification. If the Proposer does not make it clear that an addition, exception or clarification is taken, the Board shall assume the Proposer is responding to and shall meet the Board's stated requirements.

7.2.4.7.3 Identify each exception, clarification, substitution and/or addition by specifically referencing the page number, section number, subsection number, item number or letter, and, if necessary, paragraph, or line number.



- 7.2.4.7.4 Identify each item clearly as an addition, exception, clarification or substitution. It is not necessary to include the entire text of a particular section or subsection. However, for ease of reference, Proposers may use portions of the solicitation's text, if helpful in explanation.
- 7.2.4.7.5 For substitutions/clarifications, provide an explanation of the difference between what the solicitation requests and what is proposed. The Board is open to other means of accomplishing the requested Work. Proposers must explain why they believe their method of accomplishing the Work is equal to or better than that specified by the Board.
- 7.2.4.7.6 For any addition(s) proposed or exception(s) taken, provide a rationale in as much detail as possible.
- 7.2.4.7.7 Begin responses to the major sections of the solicitation on a new page.
- 7.2.4.7.8 The Board shall consider the number and substance of alterations to the Board's stated requirements as a factor in determining the most advantageous response.
- 7.2.4.8 **Tab 4 – Management (10 Page Limit)**
- 7.2.4.8.1 Identify inherent Scope of Work / Specifications challenges and the overall plan for meeting project management challenges and requirements.
- 7.2.4.8.2 Describe how the Proposer plans to manage this Scope of Work / Specifications and identify the individual who will function as the project manager, including name, home base and brief overview of their qualifications. Include, at the end of this section, the proposed project manager's resume.
- 7.2.4.8.3 Provide a plan ensuring quality of the Work (quality control plan). Provide performance guarantees, if any, and how they would apply and be measurable.
- 7.2.4.9 **Tab 5 - Implementation (5 Page Limit)**
- 7.2.4.9.1 The Proposer must provide a preliminary implementation plan, based on their understanding of the Work to be performed. This plan must provide time spans from the date of Notice to Proceed to completion of the Work (number of days, not specific dates). The plan should cover all key phases and steps in the Scope of Work / Specifications, from Contract award through final acceptance of the Work.
- 7.2.4.9.2 Provide a brief narrative description of the schedule for the Work addressing key milestones.
- 7.2.4.9.3 Describe the proposed approach/procedures for meeting acceptance requirements. Provide a sample acceptance test plan methodology.
- 7.2.4.9.4 Provide a narrative description of the plan for performing any optional task(s), including overall approach, schedule, and anticipated outcome.
- 7.2.4.10 **Tab 6 - Reference List/Experience (Limit one page per reference)**
- 7.2.4.10.1 FOR THE PRIME CONTRACTOR - Provide a list of five (5) different and most recent entities for which Work has been completed. The reference list must include public entities for which Work of similar scope and complexity has been completed by the Proposer. Include the following information:
- Company/Entity name
  - Address
  - Contact names (IT, project leader, and functional contacts)
  - Phone number
  - Facsimile number
  - Email addresses (if known)

- Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any prime or sub consultant team members who worked on the referenced project that are also proposed for this solicitation's Scope of Work.

7.2.4.10.2 Provide the following information for at least two (2) completed projects:

- Original Contract Price Versus Final Contract Price
- Original Contract Implementation Date Versus Actual Implementation Date
- Critical Steps Summary
- Project Plans Summary
- Total Resources Allocated
- Brief description of work performed and how it is relevant to the Scope of Work in this solicitation. Also list any prime or sub consultant team members who worked on the referenced project that also worked on the completed project.

7.2.4.10.3 List all clients that have in the past two (2) years, terminated their contract prior to the contract's original completion date, including decisions by the client not to exercise remaining contract option years. For any contracts listed, give the reason for termination (if known) and the names and telephone numbers of the client official responsible for administering the contract.

7.2.4.11 **Tab 7 - Pricing**

Proposal pricing shall be assembled and presented in accordance with the format and instructions of this solicitation.

## 8 SUBMITTAL OF PROPOSALS

8.1 **The Board will accept Proposals no later than the Deadline for Proposal Submittal in email form. The Board will not consider late proposals. All Proposals submitted in response to this RFP shall become the property of the Board and will not be returned to the Proposer.**

8.2 Emails is to be delivered to the Board's Procurement and Material Management (PMM) Offices. . late Proposals will not be considered. The Proposer must. The Proposal submittal must be clearly marked with the Solicitation Number, Proposal Due Date and Time and email to the email address on the cover page of this solicitation. Proposer must provide all information requested in this Solicitation for a Proposal to be considered responsive.

8.3 All Proposers must organize their response in accordance with the instructions in the Proposal Format Requirements Section of this Solicitation.

8.4 The Solicitation is structured to elicit substantive responses to each question or statement of requirement. Responses such as "Comply" or "Acknowledge" with no explanation are strongly discouraged. Use of such terms will be taken to mean the Proposer agrees to fully comply with the section in the way intended by the Board.

## 9 PROPOSAL RECEIPT / EVALUATION OF PROPOSALS

9.1 Responses to this Solicitation (Proposals) become the exclusive property of the Board. Proposals will be opened by the Board so as to avoid disclosure of contents to competing Proposers and kept secret during the process of negotiation. **Proposals will not be publicly read.** After Contract award, all proposals submitted become a matter of public record and, upon request, shall be open for public inspection, with the exception of those portions of each proposal that are defined by the Proposer as business or trade secrets and are clearly marked as "Trade Secret," "Confidential" or "Proprietary."

9.2 After Proposals are opened, they will be evaluated on the basis given in the specifications/Scope of Work and as described in the "Evaluation Criteria" Section of this RFP. Until final award of a

contract, the Board reserves the right to reject any or all Proposals, to waive technicalities, or to proceed with a Contract for the services otherwise as deemed in the Board's best interest.

- 9.3 The Board reserves the right to require additional information from any or all Proposers 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 Proposer's performance, and/or (c) to determine the accuracy of the Proposal information. As part of said investigations, the Board may interview and/or visit companies or public entities listed as references.
- 9.4 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.

## 10 PROPOSAL AWARD

- 10.1 If a Contract is awarded as a result of this Solicitation, it will be made by the Board to the Proposer whose Proposal is determined to be the most advantageous to the Board, taking into consideration the relative importance of price and other evaluation factors, as identified in the Evaluation Criteria Section of this Solicitation.
- 10.2 Proposals shall remain valid for ninety (90) days after the Deadline for Proposal Submittal.
- 10.3 The Board reserves the right to make multiple awards if deemed in its best interest to do so.

## 11 CONTRACT WITH THE BOARD

- 11.1 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.
- Negotiated Modifications, if applicable
  - Addenda, if applicable
  - Solicitation Specifications / Scope of Work
  - Special Provisions
  - General Terms and Conditions
  - Contractor's Bid / Proposal
- 11.2 Proposer 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.
- 11.3 Proposer 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.
- 11.4 Proposer 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.
- 11.5 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. 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.

## 12 DETERMINATION OF NON-RESPONSIBLE PROPOSER

The Board may disqualify a Proposer as non-responsible and its Proposal shall not be considered

for reasons including but not limited to the following.

- 12.1 Reason for believing collusion exists among the Proposers.
- 12.2 Where the Proposer, 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.
- 12.3 The Proposer being in arrears on any existing Contract or having defaulted on a previous Contract.
- 12.4 Where the Proposer, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.
- 12.5 Where a Proposer 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.
- 12.6 Where a Proposer, its subcontractor, or individual officer/principal of the Proposer or subcontractor is under criminal indictment or been convicted of a criminal offense.

### **13 DETERMINATION OF NON-RESPONSIVE PROPOSAL**

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

- 13.1 Proposal received after the time limit for receiving Proposals.
- 13.2 Proposal was not signed.
- 13.3 Improper or insufficient Proposal guaranty, if required.

### **14 REJECTION OF PROPOSALS**

- 14.1 The Board will automatically reject any Proposal that is submitted after the Deadline for Proposal Submittal, and return it unopened.
- 14.2 Until a Contract is executed, the Board reserves the right to reject any or all Proposals, 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.

### **15 WITHDRAWING PROPOSALS**

Request for non-consideration of Proposals must be made in writing to the Vice President of Procurement and Materials Management and received by the Board prior to the Deadline for Proposal Submittal. A Proposal for which non-consideration is properly requested may be returned unopened. Proposer, by submitting a Proposal, warrants and guarantees that the Proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes.

## **END OF PROPOSAL INSTRUCTIONS AND REQUIREMENTS**

## NO PROPOSAL INFORMATION FORM

SOLICITATION NO. 8004261

SOLICITATION TITLE: Regional Public Relations Support – Middle East, Africa and India

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

**Mr. Edward Dunagan**  
**Dallas/Fort Worth International Airport Board**  
**Fax: 972-973-5601 / Email: edunagan@dfwairport.com**

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

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

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

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

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

or

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

# BID/PROPOSAL CHECKLIST

SOLICITATION NO. 8004261 BIDDER/PROPOSER: \_\_\_\_\_

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

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

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

## Bid/Proposal Submittals

- Signatures.** All forms requiring a signature have been signed.
  
- Bid/Proposal Forms.** All forms completed, including:
  - Bid/Proposal Pricing Form(s)
  - Business Disclosure Form
  - Organizational Summary Form
  - Bid/Proposal Endorsement Form
  - All other forms requested as part of the solicitation.
  
- Bid/Proposal Bond Form (Not applicable).**
  
- Addenda.** When applicable, Bidder/Proposer submits signed addenda issued as part of the solicitation. If any addenda included amended bid or proposal pages or attachments, those documents must be used and included with the bid or proposal. Bidder/Proposer has checked the Board's website or the assigned Board contact to ensure all addenda, if any, have been received.
  
- D/M/WBE Compliance.** (Not Applicable)
  
- Vendor References.** When requested, Bidder/Proposer provided the requested number of references for the Bidder/Proposer and, when stipulated, subcontractor references.
  
- Bidder/Proposer Qualifications.** When applicable to the specifications, Bidder/Proposer provided all certifications, licensing or other requested qualifications verification forms or information necessary to validate the prime or subcontractors qualifications to provide products or services.

### **Bid/Proposal Completion Actions**

- Read/Confirm Intent to Comply.** Bidder/Proposer has read the Work/Product Specifications, Special Provisions, General Terms and Conditions and confirms that he/she will comply with all requirements as provided.
- Proofreading.** Bidder/Proposer has proofread all documents to ensure all information provided by the Bidder/Proposer is accurate and responsive to the solicitation specifications. The Board is not responsible for errors made by the Bidder/Proposer.
  - Bidder/Proposer has proofread all mathematical and number entries to ensure accuracy and commitment to honor pricing as submitted.
- Insurance Compliance.** (not applicable)
- Late Bids/Proposals.** Late bids or proposals will not be accepted.

### **Supplier Registration for Solicitation Notification and Payments**

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

## **EVALUATION CRITERIA**

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- 1 The evaluation criteria or elements listed below will be used to determine which proposal response is most advantageous to the Board. Said determination will be made in the Board's best interest, and shall therefore be considered final. Responses received to this solicitation will be evaluated based on the criteria and corresponding weight given in each evaluation category listed herein. The response to the requirements of the solicitation and Scope of Work as well as the proposed prices will be used in the Board's evaluation. The Board's evaluation team may consider feedback from references and/or the Board's direct experience with a proposing firm or a proposed subconsultant as part of their evaluation process and consideration for scoring proposals. The Board's evaluation team reserves the right to shortlist firms based upon scores/ratings received during the evaluation process. Scoring of Affirmative Action and M/WBE Participation criteria below may be the exclusive responsibility of the Board's Business Diversity and Development Department's committee representative or, if the committee desires, be scored by the full voting committee members. Scoring of Pricing criteria below is the exclusive responsibility of the Board's Procurement and Materials Management Department's committee representative. Generally, all of the available points are awarded to the "acceptable" proposal offering the lowest price. A percentage of the available points are then assigned to other acceptable proposing firms, based on the percentage of difference between their pricing and that offered by the lowest priced proposing firm. Note that a proposing firm who is otherwise acceptable and proposes a price greater than double that of the lowest priced proposing firm with an acceptable proposal would receive zero points in this "Price" category.
- 2 Discussions may be conducted with finalist firms as determined by the evaluation team. Proposers shall be treated fairly and equally with respect to any opportunity for discussions and revisions of Proposals. Inasmuch as the Board may not request best and final offers, Proposers are strongly urged to provide competitive pricing since revisions may not be permitted after submissions and before the award of the Contract.
- 3 The evaluation criteria are listed below in the order of their relative importance:
  - 3.1 Technical/Compliance with the Scope of Work (30 Points). This category will be evaluated based on:
    - Overall understanding of the Board's requirements provided in the Scope of Work/Services
    - Compliance with and overall approach to Statement of Work tasks
    - Detailed approach to meeting task requirements
    - Background and experience of proposed Contractor and team member personnel, including proposed subcontractor personnel; rationale for selection of team members and their assigned roles
  - 3.2 Management (20 Points). This category will be evaluated based on:
    - Experience of the individual selected a primary manager of the contracted work; rationale for his/her selection
    - Plans for managing the project, including subcontractors, and plans for meeting work project reporting requirements
    - Quality control plan and methodology to ensure compliance with, and achievement of, scope of work/services tasks
  - 3.3 Implementation (30 Points). This category will be evaluated based on:
    - Proposed implementation plan for meeting service requirements
    - Rationale and realism of the proposed project schedule
  - 3.4 Price (20 Points). The Price will be evaluated based on the proposed cost of performing work as provided in the pricing proposal of each proposing firm.

## **END OF EVALUATION CRITERIA**



## **SPECIFICATIONS / SCOPE OF WORK**

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### **1 INTRODUCTION / GENERAL OVERVIEW**

DFW International Airport Public Affairs Department is seeking a public relations firm with offices in Dubai, UAE, India and Africa with proven outreach abilities in Doha, Lagos, Abu Dhabi, Mumbai and New Delhi. The successful firm should have knowledge and expertise of the kingdoms of Dubai and Abu Dhabi, aviation or aerospace background and strong relationship-management and public relations skill and demonstrated expertise and capability to develop and execute multi-city public relation programs in the UAE, Africa and India markets. The firm will be required to develop, manage and implement a public relations and communications plan associated with DFW Airport Air Service Development initiatives and identify and help establish a business-to-business and trade/tourism annual relationship plan in support of air service to DFW Airport from a variety of airlines. The firm will be required to provide monthly reports and results measurement of all activities.

### **2 SPECIFICATIONS / SCOPE OF WORK**

2.1 Responsibilities will include:

- 2.1.1 Identifying key government, community, business and stakeholder individuals and groups, and venues to be involved in a series of DFW Airport Air Service Development missions beginning in the spring of 2012 to Dubai and India.
- 2.1.2 Serve as an in-country liaison with individuals, groups, organizations and venues that will be part of the mission; and provide personnel support, transportation, security recommendations for the mission working with DFW International Airport and other organizations as designated by DFW Airport.
- 2.1.3 Plan, implement and support a series of air service development missions (5-20 participants) that will generate new business-to-business and government relationships in niche business areas in support of DFW Airport air service development initiatives.
- 2.2 Supporting two senior executive visits to Dubai and the designated cities in India during 2012. The Executive Visits will promote and inform key business and community groups about DFW Airport, its facilities and attributes, and the benefits of the new Emirates airline service which launches(ed) with the first flight from Dubai on February 2, 2012 and Executive visits planned for March/April 2012 in Dubai and India.
  - 2.2.1 The firm will be responsible for in-country planning, scheduling, itinerary management, costs, logistic support and results measurement.
  - 2.2.2 The firm's proposal should include identification of key groups and organizations to meet with and provide information to about the newly announced daily service by Emirates to DFW Airport, in the Dallas/Fort Worth region, a tourist area and major U.S. metropolitan area and gateway to the U.S.
  - 2.2.3 The responsibility for the PR firm would be to develop, arrange, schedule and manage the itinerary, activities/speaking engagements, select appropriate venues and set up those venues for meetings and presentations, select media interviews and arrange, manage and handle all logistics planned for the Executives during their visit.
- 2.3 Planning and executing a public relations strategy and plan for India, Africa and the UAE that capitalizes on key air service development activities, trade events and executive visits in April (Routes-Asia), Sept/Oct (World Routes – Abu Dhabi/Dubai/Middle East), July/Dec (Routes-Africa) to generate in-country knowledge, interest and a positive view about the launch of new services from Dubai, as well as support key understanding and business relationships that will result in a successful service launch and positive view of DFW International Airport and the Dallas/Fort Worth, Texas region.
- 2.4 Generating positive first flight and ongoing media coverage in cooperation with Emirates Airlines, and managing a year-long media plan to generate positive articles.

- 2.4.1 The PR firm will serve as a liaison for DFW Airport with Emirates Airlines in Dubai.
- 2.4.2 The PR firm will serve as media host in Dubai and India for media from the U.S. that DFW Airport will sponsor in cooperation with Emirates Airlines, including establishing an appropriate in-country itinerary for this media group, including hotel and travel costs, and supporting the generation of positive news articles, stories, and news and social media discussions that generate awareness, interest and ultimately passenger interest for the new service route.
- 2.4.3 The PR firm will identify and enlist appropriate media and media outlet participation, including travel costs and timing, for media visits from Dubai and India to DFW Airport and accompany media on this flight and their program of activities.
- 2.4.4 The PR firm will identify follow-on communications and public affairs activity to maintain awareness in year two following service launch for Dubai service with connecting cities in Africa and India.
- 2.5 The firm must be able to execute the plan they propose

**END OF SPECIFICATIONS / SCOPE OF WORK**

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## **SPECIAL PROVISIONS**

### **1 BOARD'S RIGHT TO INSPECT AND AUDIT**

- 1.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the Board shall have the right to examine records, documents, books, accounting procedures and practice and any other supporting evidence deemed necessary by the Board to substantiate compliance with the terms of this Contract, including Change Orders. Such right of examinations shall include reasonable access to and cooperation by all Contractor personnel who have worked on or have knowledge related to the performance of this Contract. Proprietary/Trade Secret information pertaining to this Contract may not be withheld from Board or its Authorized Representative.
- 1.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the Board, its agents and Authorized Representatives. The Contractor shall provide the Board with retrievals of computer-based records or transactions that the Board determines to be necessary to conduct the audit. There shall be no charge to the Board for reasonable use of the Contractor's photocopy machine while conducting the audit, nor for any cost of retrieving, downloading to diskette, and/or printing any records or transaction stored in magnetic, optical, microfilm, or other media. The Contractor shall provide all records and retrieval requested, within seven (7) calendar days.
- 1.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the Board's final acceptance of the Work. Records, which relate to appeals or litigation or settlement or claims arising out of the performance of this Contract, shall be made available for a period of three (3) years from the date of the final disposition of such appeals, litigation, or claims. The Contractor shall provide adequate and appropriate workspace to conduct all inspections, audits, and reviews. The Board shall provide the Contractor with a reasonable advance notice of intended audit, inspections, and reviews.
- 1.4 The Contractor shall insert an item containing all these Audit provisions, including this paragraph, in all subcontracts hereunder except altered as necessary for the proper identification of the contracting parties and the Board under this Contract. Failure to insert these Audit provisions in all subcontracts hereunder shall be reason to exclude some or all of the related costs from amounts payable to the Contractor pursuant to this Contract.
- 1.5 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.
- 1.6 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract value audited, the cost of the Board's audit shall be paid by the Contractor.

### **2 CONTRACT TERM**

- 2.1 This Contract, if awarded, shall be for an initial **One-year period** commencing as of the date specified in the Notice to Proceed letter, to be issued by the Board's Vice President of Procurement and Materials Management Department, unless renewed under the provisions below.
- 2.2 This Contract, as executed, shall include the **options to renew for four (4)** additional One-year periods, under the same terms and conditions, with said options to be exercised solely at the Board's discretion.

### **3 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK**

The Contractor shall be fully responsible for the quality and accuracy of any and all Work performed in conjunction with this Contract. Neither acceptance of such Work by the Board, nor

payment therefore, shall relieve the Contractor of this responsibility. If and when applicable, the Contractor shall complete all services in conformity with professional standards, and shall provide qualified personnel to meet agreed upon schedules.

**END OF SPECIAL PROVISIONS**

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## **GENERAL TERMS AND CONDITIONS**

### **1 ASSIGNMENT**

The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of the Contract or its rights, title, or interests therein, or its power to execute such agreement to any other person, company, or corporation without the prior approval, in writing, by the Dallas/Fort Worth International Airport Board's (Board) Vice President of Procurement and Materials Management Department (PMM), whose approval shall be discretionary. Such consent shall not relieve the assignor of liability in the event of default by its assignee.

### **2 CHANGES IN CONTRACT**

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

### **3 CODE OF BUSINESS ETHICS**

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

### **4 COMPLIANCE WITH LAWS**

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

### **5 CONFIDENTIAL OR PROPRIETARY INFORMATION**

Any portion of the Contractor's Bid that is marked confidential or proprietary, or clearly states contains trade secrets of the Contractor may not necessarily guarantee the non-release of the information under

the Public Information Act or as otherwise required by law. If access is requested to information in the Contractor's Bid so marked, the Board shall review the issues thoroughly and, if justified, shall request an opinion by the Attorney General's office prior to releasing any information requested under the Public Information Act.

## **6 DELIVERY / PERFORMANCE OF SERVICES**

- 6.1 **Performance will be made only upon authorization of the Board's Vice President of PMM and shall thereafter be made if, as, and when required and ordered by the Board.**
- 6.2 Performance shall be at the location identified in the Contract or purchase order. When no location is specified, the Board's Technical Representative will provide direction.
- 6.3 The scope of this contract and requirements of the Board as shown in the contract specifications and bid shall not be considered as binding on the Board, and the work actually may be less than or greater than projected.
- 6.4 Bidder warrants that all work under the contract will be of the type and quality specified, and the Board's Vice President of PMM or designee, may reject, and/or refuse work that falls below the quality required in the specifications.
- 6.5 All materials delivered shall be free of any and all liens and shall upon acceptance thereof become the property of the Board, free and clear of any materialman's, supplier's, or other type liens.
- 6.6 All work performed under this Contract, as herein shown under the Specifications, shall be of the highest quality workmanship and shall in every respect meet or exceed the industry standards for this type contract.
- 6.7 Authorized Board personnel on a routine basis will review work. The Contractor must correct any deficiencies in the work performance disclosed during such inspections following receipt of notification. Continued failure to take such corrective actions could, at the Board's discretion, lead to termination of the Contract.
- 6.8 Failure of Contractor to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Contractor in default.
- 6.9 Acceptance by the Board of any delivery shall not relieve the Contractor/Supplier of any guarantee or warranty, express or implied, nor shall it be considered an acceptance of material not in accordance with the Specifications and shall not waive the Board's right to request replacement of defective material.
- 6.10 The Contractor shall at all times when Work is in progress be represented in person, either by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Board.

## **7 DISADVANTAGED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (DMWBE) PARTICIPATION**

- 7.1 It is the policy of the Board to remove barriers for Disadvantaged/Minority and Women-Owned Business Enterprises (DMWBEs) to compete and create a level playing field for DMWBEs to participate in Board contracts and related subcontracts.
- 7.2 Additional DMWBE Program requirements, if any, shall be included in the Special Provisions Section of this Contract.
- 7.3 The Contractor specifically agrees to comply with all applicable provisions of the Board's DMWBE Program and any amendments thereto. The Contractor agrees to include all Board DMWBE Program requirements in all subcontracts and to further require all subcontractors to include all DMWBE Program requirements into all sub-subcontracts. All subcontractors at all tiers agree to

comply with all applicable provisions of the Board's DMWBE Program.

## **8 DISPUTE RESOLUTION**

The Board and Contractor agree that before either party files suit against the other to enforce, or otherwise relating to, the terms of this Contract, it shall notify the other party of its intent to sue. Upon delivery and receipt of such notice, the parties agree to submit the matter to be litigated to mediation before a mutually-agreed upon mediator and to diligently pursue a mediated settlement until such time as the parties mutually agree to terminate such mediation or the mediator declares an impasse. No lawsuit under or relating to this Contract by one party against the other may be filed until mediation of the issue has ended in accordance with the terms hereof. Notwithstanding the foregoing, this section may be enforced by action for specific performance or injunctive relief.

## **9 FINANCIAL INTEREST**

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

## **10 FISCAL YEAR FUNDING**

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

## **11 FORCE MAJEURE**

Neither Contractor nor the Board shall be responsible or deemed to be in default of its obligations to the other to the extent any failure to perform or delay in performing its obligations under this Contract is caused by events or conditions beyond the reasonable control of that party, and are not due to the negligence or willful misconduct of such party (hereinafter, "force majeure events"). For purposes of this Contract, force majeure events shall include, but not be limited to, acts of God or public enemy, war, riot or civil commotion, strikes, epidemic, fire, earthquake, tornado, hurricane, flood, explosion, or other catastrophes, or events or conditions due to governmental law, regulations, ordinances, order of a court of competent jurisdiction, executive decree or order. However, in the event of such delay(s) or nonperformance, the party so delayed shall furnish prompt written notice to the other party (including the date of inception of the force majeure event and the extent to which it will affect performance) and shall undertake all efforts reasonably possible to cure the delay or nonperformance and mitigate its effects or to otherwise perform. The Board shall not be responsible for payment for any product or service delayed or foreclosed by any force majeure event unless and until such delayed or foreclosed product or service is provided. The provisions of this section shall not preclude the Board from canceling or terminating this Contract (or any order for any goods or services included herein), or from revising the scope of the Work, as otherwise permitted under this Contract.

## **12 INDEMNIFICATION AND HOLD HARMLESS**

### **12.1 CONTRACTOR COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS,**

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

- 12.2 **THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**
- 12.3 **CONTRACTOR SHALL PROMPTLY ADVISE THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE DALLAS/FORT WORTH INTERNATIONAL AIRPORT BOARD AND CITIES OF DALLAS AND FORT WORTH OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT.**

### **13 INDEPENDENT CONTRACTOR**

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

### **14 JURISDICTION**

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

### **15 NON-DISCRIMINATION**

As a condition of this Contract, Contractor hereby covenants that it will take all necessary action to insure that, in connection with any Work under this Contract, it will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through



contractual or other arrangements. In this regard, Contractor shall keep, retain and safeguard all records relating to this Contract or Work performed hereunder for a minimum period of three years following final payment by Board or resolution of outstanding issues between the Board and Contractor, whichever is later, with full access allowed to authorized representatives of the Board upon request for purposes of evaluating compliance with this and other provisions of the Contract.

## **16 NOTICE OF DELAYS**

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice in writing to the Vice President of PMM, or designee, including all relevant information. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the Board of any right or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delay.

## **17 PERSONAL LIABILITY OF PUBLIC OFFICIALS**

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

## **18 SEVERABILITY**

If any provision of the Contract is declared or found to be illegal, unenforceable or void, in whole or in part, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that it is illegal, unenforceable or void, it being the intent and agreement of the parties that the Contract shall be deemed amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting therefore another provision that is legal and enforceable and achieves the same objectives. Any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract. The parties agree to negotiate in good faith for a proper amendment to the Contract in the event any provision thereof is declared illegal, invalid or unenforceable.

## **19 SUBLETTING OF CONTRACT**

The Board will not recognize any subcontractor on the Work. The Contractor shall at all times when Work is in progress be represented in person, either by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Board's Technical Representative.

## **20 TAX EXEMPTION STATUS**

The Board is a local governmental agency and exempt from all city, state, and federal sales and use taxes. However, it shall be understood this tax-exempt status cannot be utilized by the Contractor for its purchase, lease, or rental of a motor vehicle. Additional sales tax requirements may pertain to this Contract and, if so, will be detailed in the Special Provisions contained herein.

## **21 TEMPORARY SUSPENSION OF THE WORK**

- 21.1 The Board Technical Representative, in conjunction with PMM, shall have the authority to suspend the Work wholly, or in part, for such period or periods as he may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the performance of the work, or for such time as is necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.
- 21.2 In the event that the Contractor is ordered by the Board's Technical Representative, in writing, to suspend Work, in whole or in part, for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, the Contractor shall be paid that part of

the Work, if any, not shut down, and for extended overhead, if any relating to the part of the Work suspended. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the Technical Representative's order to suspend Work to the effective date of the Technical Representative's order to resume the Work. Claims for extended overhead shall be filed with the Board's Technical Representative within the time period stated in the Board's Technical Representative's order to resume Work. The Contractor shall submit with his/her claim information substantiating the amount shown on the claim. The Board's Technical Representative will forward the Contractor's claim to the Board for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather, for suspensions made at the request of the Contractor, or for any other delay provided for in the Contract, plans, or specifications.

- 21.3 If it should become necessary to suspend Work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor likely to become damaged in any way.

## **22 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES**

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

## **23 TERMINATION OF CONTRACT FOR BOARD CONVENIENCE**

Whenever the Board, in its discretion, deems it to be in the Board's best interests, it may terminate this Contract for the Board's convenience. Such termination shall be effective thirty (30) days after Board delivers written notice of such termination for convenience to the Contractor. Upon receipt of such notice from Board, Contractor shall not thereafter incur, and Board shall have no liability for, any costs under this Contract that are not necessary for actual performance of the Contract between the date of the notice of termination for convenience and the effective date of that termination for convenience. In the event of a termination for convenience hereunder, Board shall have no liability to Contractor for lost or anticipated profit resulting therefrom.

## **24 TERMS OF PAYMENT**

- 24.1 Terms of payment to the successful Bidder will be contingent upon the terms provided in the Contract and based on invoices submitted to and approved by the Vice President of PMM or designee. Invoices shall be fully documented in accordance with the specifications. If no specific payment terms are stated, the terms shall be Net 30.
- 24.2 Payment may be delayed on invoices not listing the Contract number. Invoices shall be priced per unit prices as awarded unless Contractor invoices at a discounted unit price. If Contractor invoices for less than the contracted unit price, the Board has the right to accept invoice and pay the discounted price as full satisfaction of compensation due the Contractor.
- 24.3 Invoices will be paid following delivery and acceptance unless special arrangements are made through the Vice President of PMM for partial payment or progress payments. Progress payments will be made following receipt of a valid invoice submitted by the Contractor. Invoices must reflect only the amount due for accepted portion of the services performed, materials, and equipment furnished for the period covered by each invoice.
- 24.4 Upon payment by the Board, Contractor shall pay each subcontractor the appropriate share of

the payment no later than the seventh (7th) calendar day after the day on which the Contractor receives payment from the Board.

24.5 Unless otherwise directed, invoices shall be submitted by mail, fax or email to:

Dallas/Fort Worth International Airport Board  
Procurement and Materials Management Department  
Attn: Contract Accounts Payable  
P. O. Box 619428  
Dallas/Fort Worth Airport, Texas 75261-9428  
Fax: 972-973-5601  
Email: [imaging@dfwairport.com](mailto:imaging@dfwairport.com)

USE ONLY ONE METHOD OF INVOICE DELIVERY

#### **25 THIRD-PARTY BENEFICIARY CLAUSE**

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

**END OF GENERAL TERMS AND CONDITIONS**

Odwyerpr

**1 PROPOSAL RESPONSE FORMS**

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

FROM: \_\_\_\_\_  
PROPOSAL FIRM

**1 PROPOSAL PRICING:**

**Fix lump sum inclusive of all fees, charges, reimbursable expenses, taxes, and all other cost necessary to complete the contractual work payable in equal quarterly payments.**

Initial one year term	\$ _____
First renewal year	\$ _____
Second renewal year	\$ _____
Third renewal year	\$ _____
Forth renewal year	\$ _____

Odwyerpr

## 2 ORGANIZATIONAL SUMMARY INFORMATION

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1. PROPOSAL FIRM: \_\_\_\_\_
2. Social Security or Taxpayer Identification Number: \_\_\_\_\_  
(NOTE: Submit copy of Proposer's current W-9 Form.)
3. In what state is the principal place of business? \_\_\_\_\_
4. Does the state in which the principal place of business or home office is located have local supplier or manufacturer preference laws? No  Yes  If yes, give applicable percentage: \_\_\_\_\_%, or other conditions:  
\_\_\_\_\_  
\_\_\_\_\_
5. Optional Information:
  - Small Business
  - M/WBE
    - Caucasian Woman Owned
    - Black American Owned
    - Hispanic American Owned
    - Asian Pacific American Owned
    - American Indian Owned
    - Black American Woman Owned
    - Hispanic American Woman Owned
    - Asian Pacific American Woman Owned
    - American Indian Woman Owned
    - Other (Please Define): \_\_\_\_\_
  - Certified as a State of Texas Historically Underutilized Business (HUB)  
ID Number: \_\_\_\_\_
  - Certified as Minority/Women Business Enterprise by the North Central Texas Regional Certification Agency (NCTRCA)  
NCTRCA Certification Number: \_\_\_\_\_

Additional Comments if Desired:

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### 3 WORK FORCE COMPOSITION

PROPOSAL FIRM \_\_\_\_\_

DATE COMPLETED \_\_\_\_\_

Full Time Employees	Total No. Employees			White			American Indian			Black			Hispanic			Other*		
	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%	M	F	%
Administrative & Managerial																		
Professional																		
Technical																		
Sales Workers																		
Office & Clerical																		
Skilled Workers																		
Semiskilled Workers																		
Unskilled Workers																		
Apprentices																		
Seasonal, Temporary & Part Time																		
<b>TOTAL</b>																		

Remarks \_\_\_\_\_

\* Please use additional sheets to identify the ethnicity of employees identified in this category.

#### 4 BUSINESS DISCLOSURE FORM

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

#### Information about Entity Submitting Bid/Proposal/Offer

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

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

#### I. Entity Ownership Information

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

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

Failure to properly complete and submit this form with the bid/proposal/offer may cause the bid/proposal/offer to be considered non-responsive.

Form Revised 08/07

## 5 PROPOSAL ENDORCEMENT FORM

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

**THE PROPOSER AGREES THAT THIS PROPOSAL, WHEN ACCEPTED BY THE BOARD, SHALL CONSTITUTE A CONTRACT EQUALLY BINDING BETWEEN THE PROPOSER AND THE BOARD.**

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

PROPOSAL FOR SOLICITATION NO. 8004261

SUBMITTED BY:

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**(OFFICIAL NAME OF PROPOSING FIRM)**

By: \_\_\_\_\_  
(Original Signature of Proposing Firm's Authorized Agent)

*Must be signed for proposal  
to be considered responsive*

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(Typed or Printed Name)

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(Title)

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(Email or Telephone Number)

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(Date Signed)