



DALLAS/FORT WORTH
INTERNATIONAL AIRPORT

REQUEST FOR PROPOSAL

Solicitation No. 8002360

Public Relation Services

Deadline for Proposal Submittal:

April 6, 2009 at 2:00 p.m. (Central Time)

Location: *DFW Airport Procurement Office
3122 East 30th Street (Carbon Road)
DFW Airport, TX 75261*

Airport Board Contact:

Mr. Edward Dunagan, Contract Administrator
972-973-5601 (fax)
edunagan@dfwairport.com

Mail or Deliver Complete Bid Package To:

Procurement and Materials Management
DFW International Airport
Delivery Address: *3122 East 30th Street (Carbon Road)*
Mail Address: *P.O. Box 619428
Dallas, TX 75261-9428*

A Pre-Proposal Conference ☒ Will Be Held / ☐ Will Not Be Held.

A Pre-Proposal Conference will be held on March 18, 2009, at 10:00 a.m. (CST) at the Procurement & Materials Management Facility, 3122 East 30th Street, DFW Airport, Texas. While attendance is not mandatory, all interested firms are encouraged to attend. See Proposal Instruction and Requirements Section 4 for details.

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PROPOSAL INSTRUCTIONS AND REQUIREMENTS

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. Project may mean work of the Contract.

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 SCHEDULE OF EVENTS

Please find below the description and dates for the Tentative Schedule of Events. 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:	March 6, 2009
Pre-Proposal Conference:	March 18, 2009, 10:00 a.m.
Deadline for Questions:	March 25, 2009, by 2:00 p.m. CST
Proposal Due Date/Time:	April 6, 2009, by 2:00 p.m. CST
Evaluation Period (estimated):	April 7 through April 24, 2009
Interviews (estimated):	April 27 – April 30, 2009
Board Approval Date:	June 4, 2009
Notice To Proceed	July 1, 2009

4 PRE-PROPOSAL CONFERENCE

- 4.1 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.
- 4.2 Proposers that do not attend may be required to provide additional information or documentation to validate that they fully understand the Board's requirements.
- 4.3 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.

5 ADDENDA

- 5.1 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.dfairport.com) prior to the date and time of the Deadline for Proposal Submittal.

- 5.2 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.

6 MINORITY AND/OR WOMEN-OWNED BUSINESS ENTERPRISES (M/WBE)

- 6.1 The Board strongly encourages M/WBE (minority/women-owned business enterprises) firms to participate in this solicitation and encourages joint venture Proposals that include M/WBE firms.
- 6.2 Proposers are directed to review the Special Provisions and the related forms within this Solicitation document for specific goals and compliance requirements.

7 PROPOSAL PREPARATION

- 7.1 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.
- 7.2 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. Electronic signature using the Board's online Proposal System shall comply with this requirement.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.

7.8 Solicitations Including Requirements for Goods

- 7.8.1 Brand Name or Equal: To establish an understanding of the type products that will be considered responsive to the Specifications, specific manufacturers and series or model numbers may have been referenced. Such brand identification is intended to be descriptive, not restrictive, and is referenced to indicate the quality and characteristics of products that will be satisfactory. Other makes and models may be submitted for consideration provided they are equal in quality, design use, operational size and characteristics.
- 7.8.2 Proposals offering "equal" products will be considered for award if such products are clearly identified in the Proposals and are determined solely by the Board to be equal in all material respects to the brand name products referenced.
- 7.8.3 Proposers must submit with their Proposal, complete manufacturer's descriptive literature and identification of the product being offered.
- 7.8.4 Proposers proposing products other than that specifically referenced must be prepared, if requested by the Board, to fully demonstrate that the proposed products are equivalent to the referenced products and capable of achieving the desired results. Such demonstration(s) shall be made solely at the Proposer's expense in a manner best representative of the requirements to be met, and at a schedule convenient to the Board.
- 7.8.5 Unless the Proposer clearly indicates in its Proposal that it is offering an "equal" product, its Proposal shall be considered as offering the brand name and product model referenced.
- 7.9 Alternate Proposals: Alternate Proposals may be considered only if the Proposer submits a Base Proposal based on the specifications provided in this Solicitation. Proposer must submit any Alternate Proposal separately from the Base Proposal and it must be clearly labeled as an Alternate Proposal. All Alternate Proposals must detail any modifications to product, service or performance modifications proposed in the Base Proposal. The Board reserves the sole right to accept or reject an Alternate Proposal.
- 7.10 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.
- 7.11 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.

8 PROPOSAL FORMAT REQUIREMENTS

8.1 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.

8.2 Proposal Organization

- 8.2.1 Each copy of the Proposal shall be submitted in a 3-ring binder.
- 8.2.2 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 shall be single sided double spaced for the entire submitted

proposal document.

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

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

8.2.4.1 Cover Letter (2 page limit)

Include an explicit statement indicating that the Proposer, if successful, will be the Prime Contractor for the Work. Be advised that firms may submit to perform only part of the Scope of Work provided in this RFP; therefore, Proposer must state if they are submitting a proposal for all work identified in the Scope of Work or, if only proposing for part of the Work, identify what part of the Work Proposer is submitting a proposal for.

8.2.4.2 Table of Contents

Include references to sections and page numbers.

8.2.4.3 Disclosure Statements

8.2.4.3.1 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.

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

8.2.4.3.3 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.

8.2.4.4 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.

8.2.4.5 Part 1 - Brief Executive Overview (5 page limit, excluding forms identified in 8.2.4.5.4)

8.2.4.5.1 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.

8.2.4.5.2 Overall summary regarding plans to meet Board requirements.

8.2.4.5.3 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.

8.2.4.5.4 Proposers shall complete the forms titled "Organizational Summary Information" and

“Business Disclosures” included in this Solicitation.

8.2.4.6 Part 2 - Relevant Information

8.2.4.6.1 Include in this section all other contractor and subcontractor information that is relevant to this Scope of Work / Specifications, if any, and is not included elsewhere. Proposers may include relevant company brochures, published articles, abstracts, etc.(10 page limit)

8.2.4.6.2 Brochures, catalogs, pre-printed matter or other relevant information not suitable for inclusion within the proposal binder may be provided in loose form. This material shall be provided for the original and all copies. Each set shall be sealed in an individual envelope marked on the outside as follows:

Additional Information for Solicitation No.: _____
Proposal Title: _____
Deadline for Proposal Submittal: _____
Name of Proposer: _____
1 of N (N is the number of envelopes per set): _____

8.2.4.7 Part 3 - List of Exceptions/Substitutions (E/S)

8.2.4.7.1 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.

8.2.4.7.2 It is extremely important for the Proposer to make clear where exceptions to the Scope of Work 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 as such, in accordance with Paragraph below, “Response Definitions.” If the Proposer does not make it clear that an exception is taken, the Board shall assume the Proposer is responding to and shall meet the Board's stated requirements.

8.2.4.7.3 Response Definitions - The following definitions and abbreviations are to be used by the Proposer in any list when referencing compliance (CO), exception (E), or substitution/clarification (S) in the Proposer's response. The following definitions apply: CO = COMPLIANT - Compliant with or exceeds specification/requirement as stated, the feature, functionality, service or requirement shall be met or provided; E = EXCEPTION - The feature, functionality, service or requirement shall not be provided for the following reason; S = SUBSTITUTION OR CLARIFICATION – The Proposer offers something other than is appears to be stated in the Board's requirements or Proposer desires to define in alternative language the requirement to avoid any misunderstanding and/or to define the Proposer's understanding of the requirements.

8.2.4.7.4 Identify each CO/E/S by clearly referencing the page number, section number, subsection number, item number or letter, and, if necessary, paragraph, or line number.

8.2.4.7.5 Identify each item clearly as compliant, exception, 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.

8.2.4.7.6 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.

8.2.4.7.7 For any exception(s) taken, provide a rationale in as much detail as possible.

8.2.4.7.8 Begin responses to the major sections of the solicitation on a new page.

- 8.2.4.7.9 Exceptions to the Sample Contract, including any attachments: Exceptions, conditions, or qualifications to the provisions of the Board's Contract documents, if any, must be clearly identified as such (by page, paragraph, line, word and number), followed by the proposed alternate language. The Board shall consider the number and substance of alterations to the Board's Contract documents as a factor in determining the most advantageous response.
- 8.2.4.8 Part 4 – Management (10 page limit)**
- 8.2.4.8.1 Identify inherent Scope of Work challenges and the overall plan for meeting Scope of Work challenges and requirements.
- 8.2.4.8.2 Describe how the Proposer plans to manage this Scope of Work 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.
- 8.2.4.8.3 Identify the anticipated responsibilities of the Board from the Proposer's perspective to achieve tasks within the Scope of Work.
- 8.2.4.8.4 Provide a proposed project organizational chart, identifying reporting structure and area(s) of responsibility for each team member who will contribute to the Project.
- 8.2.4.8.5 Provide the plan ensuring quality of the Work.
- 8.2.4.9 Part 5 - Statement of Work Approach and Staffing (25 page limit)**
- 8.2.4.9.1 List other project team members and their roles. Include all human resources contributing to the Scope of Work and their respective major area of responsibility in the work identified in the Scope of Work Section as well as the percentage of time to be spent on identified projects. Include one-page resumes (biographical information) at the end of this section for all proposed personnel.
- 8.2.4.9.2 If appropriate, identify all major project tasks to be performed by subcontractors; group all project tasks by the associated subcontractor. Provide rationale for their selection to perform identified tasks. Include one-page resumes (biographical information) at the end of this section for all proposed subcontractor personnel.
- 8.2.4.10 Part 6 - Reference List/Experience (limit one page per reference)**
- 8.2.4.10.1 FOR THE PRIME CONTRACTOR - Provide a list of five (5) different and most recent entities for which Work has been completed. The reference list should 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)
- 8.2.4.10.2 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
 - Key Personnel by Name and Role

- 8.2.4.10.3 Provide the following additional information for all on-going and incomplete projects:
- Percent of Project Completion
 - Key Personnel by Name and Role
 - Percentage of Each Key Person's Time Allocated to Listed Project
 - Scheduled Completion Date
 - Identify Potential Time/Personnel Conflicts with Work on This Contract and the Proposed Work
- 8.2.4.10.4 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.
- 8.2.4.10.5 FOR EACH SUBCONTRACTOR (if any) - Provide a list of at least five (5) different and most recent companies for which Work has been completed by the Proposed Subcontractor. The reference list should include public entities for which Work of similar size and complexity has been completed by Proposed Subcontractor. Include the following information:
- Company name
 - Address
 - Contact names (IT, project leader, and functional contacts)
 - Phone number
 - Facsimile number
 - Email addresses, if known.
- 8.2.4.10.6 Provide a summary of five completed public relations projects similar to those requested in the Scope of Work. Include details about what the Client ordered, staff and process for delivery of the order, results compared to clients stated deliverables, cost (including if within budget) and any challenges faced and how they were resolved. Two of the five references should be for international projects. Page limit is 3 pages per project.
- 8.2.4.11 Part 7 - Pricing**
- Proposal pricing shall be assembled and presented in accordance with the format and instructions of this solicitation (See Proposal Response Forms – Fee Schedule Sections).
- 8.2.4.12 Part 8 – Minority/Woman Owned Business Enterprise (M/WBE) Participation**
- 8.2.4.12.1 Submit a historical description of Proposer's Affirmative Action efforts for employment of minorities and women and M/WBE involvement/utilization on past projects.
- 8.2.4.12.2 Submit Affirmative Action Plan and/or Policy Statements; to include goals with respect to hiring staff for the proposed project. Such plan shall include, but not be limited to, goals for women and minorities for management and non-management positions, and outreach efforts.
- 8.2.4.12.3 Submit the proposed plan for M/WBE involvement (subcontractor, joint venture, partnership, etc.) to support the Board's commitment to promote active M/WBE participation, if applicable.
- 8.2.4.12.4 Present statistics on company-wide work force composition (company or business structure applicable to project) by sex and race/ethnic make-up.
- 8.2.4.12.5 Include the following completed forms in this part of the proposal:
- Work Force Composition Form
 - Schedule of Subcontractors

- Intent to Perform/Contract as a Subcontractor, as appropriate.
- Subcontractor/Supplier Bid Tabulation List.

9 SUBMITTAL OF PROPOSALS

- 9.1 The Board will accept Proposals no later than the Deadline for Proposal Submittal in either hard copy form or electronic form. The Board will not consider late Proposals under any circumstances. All Proposals submitted in response to this RFP shall become the property of the Board and will not be returned to the Proposer.**
- 9.2 Hard Copy Proposals must be signed, sealed in an opaque envelope or container, and delivered to the Board's Procurement and Material Management (PMM) Offices. Unsigned, unsealed or late Proposals will not be considered. **The Proposer must submit one original and seven (7) exact copies of each proposal.** The Proposal submittal must be clearly marked with the Solicitation Number, Proposal Due Date and Time and addressed to the attention of the PMM Department.
- 9.3 Proposer must provide all information requested in this Solicitation for a Proposal to be considered responsive.
- 9.4 All Proposers must organize their response in accordance with the instructions in the Proposal Format Requirements Section of this Solicitation.
- 9.5 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.
- 9.6 Proposal Bond: No Proposal Bond is required

10 PROPOSAL RECEIPT / EVALUATION OF PROPOSALS

- 10.1 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 which are defined by the Proposer as business or trade secrets and are clearly marked as "Trade Secret," "Confidential" or "Proprietary."
- 10.2 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.
- 10.3 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.
- 10.4 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.

11 PROPOSAL AWARD

- 11.1 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.

- 11.2 Proposals shall remain valid for ninety (90) days after the Deadline for Proposal Submittal.
- 11.3 The Board reserves the right to make multiple awards if deemed in its best interest to do so.

12 CONTRACT WITH THE BOARD

- 12.1 A Proposal, when accepted by the Board will constitute a Contract between the Board and the Successful Proposer. 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.
- 12.2 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.
- 12.3 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.
- 12.4 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.

13 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.

- 13.1 Reason for believing collusion exists among the Proposers.
- 13.2 Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the work contemplated.
- 13.3 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.
- 13.4 The Proposer being in arrears on any existing Contract or having defaulted on a previous Contract.
- 13.5 Lack of competency, in the judgment of the Board, as revealed by pertinent factors, including but not necessarily limited to, experience and equipment, financial statement and questionnaires.
- 13.6 Uncompleted work that, in the judgment of the Board, will prevent or hinder the prompt completion of additional work if awarded.
- 13.7 Where the Proposer, or subcontractor thereof, in the judgment of the Board, has failed to perform in a satisfactory manner on a previous contract.
- 13.8 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.
- 13.9 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.

14 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.

- 14.1 The Proposal shows any omissions, alterations of form, additions, or conditions not called for, unauthorized alternate Proposals, or irregularities of any kind, in the sole determination of the Board.
- 14.2 Proposal received after the time limit for receiving Proposals.
- 14.3 Proposal was not signed.
- 14.4 Unbalanced value of any items.
- 14.5 Improper or insufficient Proposal guaranty, if required.
- 14.6 Proposal did not meet specifications.
- 14.7 Proposal did not contain all requested/required documents, submittals and/or samples.

15 REJECTION OF PROPOSALS

- 15.1 The Board will automatically reject any Proposal that is submitted after the Deadline for Proposal Submittal, and return it unopened.
- 15.2 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.

16 WITHDRAWING PROPOSALS

Proposals submitted to the Board cannot be withdrawn prior to the Deadline for Proposal Submittal. 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. A Proposal may not be withdrawn after the Proposals have been opened, and the 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 and that such Proposal will not and cannot be withdrawn because of any mistake committed by the Proposer.

END OF PROPOSAL INSTRUCTIONS AND REQUIREMENTS

EVALUATION CRITERIA

- 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 reserves the right to shortlist firms based upon scores/ratings received during the evaluation process. Scoring the Section 3.3 below is the exclusive responsibility of the Board's Business Diversity Development Department's committee representative. Scoring of Section 3.4 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 (40 Points). This category will be evaluated based on:
 - Qualifications of prime and sub-consultant(s) as a firm, and the qualifications and experience of assigned staffing for this work.
 - Experience with similar Public Relations consulting services.
 - Workload distribution among individuals with the prime and sub consultants regarding assigned tasks.
 - Responsiveness and completeness of response to RFP.
 - Local sub-consultant(s) involvement in the work.
 - Ideas expressed or articulated in the proposal, particularly those that demonstrate an understanding of business and public relations requirements of public entities and air travel industry.
 - 3.2 Management (20 Points). This category will be evaluated based on:
 - Experience of the Contractor Team in performing similar work; rationale for selection of team members.
 - Plans for managing the Scope of Work requirements, including subcontractors.
 - Rationale for assignment of roles and personnel.
 - 3.3 Affirmative Action and M/WBE Participation (20 Points). This category will be evaluated based on:
 - Firm(s) presented an Affirmative Action Plan and/or policy to the Board
 - Firm(s) provided a positive historical M/WBE utilization on previous Contracts
 - Firm (s) team make-up includes diverse, M/WBE firms in significant and meaningful roles, or if not, otherwise complies with the Board's M/WBE Program
 - Firm(s) provided a thorough understanding of the Board's M/WBE Program, as evidenced in

the proposed M/WBE roles for the Scope of Work / Specifications.
Please refer to the Board's M/WBE Policy Section in the Special Provisions for details about the policy and the Board's M/WBE participation goal for this Contract.

- 3.4 Price (20 Points). The Price will be evaluated based on the overall Scope of Work and estimated cost using the proposed rates.

END OF EVALUATION CRITERIA

SPECIFICATIONS / SCOPE OF WORK

1 INTRODUCTION / GENERAL OVERVIEW

- 1.1 The Dallas/Fort Worth International Airport Board ("Board") is seeking proposals from firms qualified to perform Public Relations consulting services for the Board's Public Affairs Department. The information provided in this Request for Proposal is only to be used for preparing a proposal or response detailing your experience, expertise and services available to the Board from your firm in performing the scope of work herein.
- 1.2 The Dallas/Fort Worth International Airport Board is owned by the City of Dallas, Texas and City of Fort Worth, Texas; as such, Airport Board is a public entity and subdivision of the State of Texas. The Board's Mission Statement is as follows: "Dallas/Fort Worth International Airport will provide our customers with outstanding facilities and services while expanding global access and economic benefits to those we serve." Our primary goal is to grow our domestic and international passenger and cargo businesses, and we accomplish this by achieving four key results:
- Cost Competitive
 - Customer Satisfaction
 - Operational Excellence
 - Employee Engagement
- 1.3 The DFW International Airport is governed by a Board consisting of seven (7) members from the City of Dallas, Texas, four (4) members from the City of Fort Worth, Texas and one (1) member from the City of Irving. Members are appointed by their respective City Council. Total expenditures incurred by the Airport Board in any fiscal year (October 1 through September 30) are budgeted and submitted for approval by both Cities of Dallas and Fort Worth City Councils.

2 SCOPE AND INTENT (SCOPE OF WORK)

- 2.1 The Consultant/Agency shall provide comprehensive public relations and public affairs services and projects for the Airport Board. These services and projects shall include strategic planning and consultation, project management, media relations, media reporting and measurement, crisis communications, event coordination, media training, assistance and support of the Airport Board's public affairs and community relations activities.
- 2.2 The successful team will bring strong vision and strategic thinking to the entire public relations/public affairs spectrum of the Airport with the skill to execute tactical programs on time and on budget. Related work with major corporate and governmental entities is desirable, as well as proven expertise with travel, customer service and security-related businesses.
- 2.3 The successful team will handle the following types of strategic and tactical activities listed below, under the direction of the Vice President of Public Affairs, DFW International Airport or other authorized representative of the Board.

Type 1 Services:

National Media Relations

Type 2 Services:

Core Public Relations
Project Management
Community Outreach
Project Management Services and Events

- 2.4 Essential skills include: media relations and external communications, online and broadcast

writing/production, public and governmental affairs/issues management, media reporting and measurement, design of brochures, advertisements, newsletter, Web site content and other forms of media and collateral material. These services shall be comprehensive in nature and include normal public relations activities, as well as special projects as they may arise.

3. National Media Relation (Type 1) include strategic communication planning and consulting which may include the following:

- 3.1 Ability to plan, coordinate and execute integrated communication programs supporting new initiatives for international air service (passenger and cargo service), commercial development, environmental stewardship, customer service and DFW's proactive business diversity.
- 3.2 Ability to pitch and secure Tier One media interviews (print, broadcast, online) for DFW executives, partners and other tenants on key Airport areas of security, customer service and business announcements.
- 3.3 Identify and proactively develop media relations with top-20 most influential aviation/airport business reporters at Tier One business and trade publications, broadcast and online outlets.
- 3.4 Speaking opportunities - research and proactively pitch and secure opportunities for DFW executives on panels and keynote opportunities at relevant trade shows and conferences, prepare speech and presentation materials.
- 3.5 Ability to utilize existing international corporate PR offices, assets or partners to assist in DFW global outreach.
- 3.6 Experience and ability to assist DFW International Airport Public Affairs with strategy, communications, event planning for major regional and international events - i.e. major business announcements in Europe, Asia, Mexico and South America, the NBA All-Star Game (2010), the NFL Super Bowl (2011) and other major events where DFW will play a strategic and prominent role.
- 3.7 Experience and ability to produce measurement and metric reports of key media and community milestones and activities

4. Core Public Relations (Type 2) are programs which may include the following:

- 4.1 Ability to assist DFW with strategies and communications that result in policy goals/outcomes for Airport legislative initiatives.
- 4.2 Ability to assist DFW's leadership role in fostering, strengthening and communicating regional cooperation in business and community initiatives
- 4.3 Ability to produce timely and detailed media reports and analysis of Airport media activities, including measurements/metrics of coverage.
- 4.4 Development and maintenance of relevant public relations measurement tools and systems -- regular and timely results reporting.
- 4.5 Experience with online newsroom design and implementation.
- 4.6 Crisis communications planning and implementation
- 4.7 Strategic communication planning and communication - internal and external.
- 4.8 Ability to lead positioning/messaging workshops and perform media training of executives.
- 4.9 News conferences and media tours.
- 4.10 Editorial opportunities - identify published media opportunities based on editorial calendars and pursue and secure relevant opportunities and interviews.
- 4.11 Development of effective "new media" strategies and solutions, in areas including but not limited to podcasting, blogs, web video and social media outlets.

- 4.12 Ability to produce timely and detailed media reports and analysis of Airport media activities, including measurements/metrics of coverage.
- 4.13 Ability to innovate and assist DFW's daily news clipping and delivery service to key Airport constituents.
- 4.14 Development and maintenance of targeted local, national and trade media lists.
- 5. Project Management and/or Development of Collateral Materials (Type 2):** The following will include extensive planning; research; writing, editing and coordination between relevant Board department liaisons and designer, printer and photography vendors.
 - 5.1 Annual Reports (online and CD-ROM electronic formats).
 - 5.2 Economic impact brochures
 - 5.3 External newsletters and communiqués
 - 5.4 Department/Airport Board brochures
 - 5.5 Airport Board news/information kits
 - 5.6 Web site content - online media
- 6. Development and Implementation of Board's Community Outreach (Type 2) efforts to include:**
 - 6.1 Ability to implement effective community relations programs and integrate local community outreach into the overall communications plan
 - 6.2 Effective expansion or enhancement of the Airport's existing community relations programs, including but not limited to the "Welcome Home a Hero" program, the Aviation and Transportation Career Expo, the DFW International Airport Essay Contest and more
 - 6.3 Presentations for civic, community and business groups
 - 6.4 Airport tour process/promotion for external groups
 - 6.5 Development of Community Relations web presence in DFW online newsroom
- 7. Project Management Services and Event Coordination (Type 2):** (Includes coordination of efforts with Board department liaisons and vendors)
 - 7.1 News conferences, media tours and special events
 - 7.2 Employee events
 - 7.3 Airport tenant events
 - 7.4 International media events (including webcasts, multimedia presentations, overseas assistance)
- 8. Deliverables**
 - 8.1 Services will be compensated on a time and materials basis and shall invoice monthly.
 - 8.2 Consultant shall provide, in writing (e-mail), a daily, weekly and monthly status report on current, ongoing and future projects, including budget detail to date and budget forecasting for the length of the contract.
 - 8.3 Delivery Orders will be issued on all Special Projects on a fixed lump sum basis depending on the requirements of the Board. Cost quotes must be received by the Public Affairs Vice President or Manager prior to start. Quotes shall include:
 - 8.3.1 Project Plan (strategy and execution)
 - 8.3.2 Project Timeline: Shall encompass entire project, including additional subcontractor deadlines as needed per project (designers, photographers, printing, etc.).

- 8.3.3 Project quote “not to exceed” amount shall include all costs (estimated hours by classification, sub-consultants reimbursable, materials, supplies etc.).
- 8.3.4 Project invoices shall include a breakdown and details of all work performed by the consultant or sub-consultant, including hourly rates by classification and reimbursable.
- 8.3.5 Project cost shall include only the services which the consultant or sub-consultant performed on the project, and shall not exceed the amount quoted per project unless approved in writing by the Board.

END OF SPECIFICATIONS / SCOPE OF WORK

SPECIAL PROVISIONS

1. CONTRACT TERM

- 1.1 This Contract, if awarded, shall be for an initial **three (3)-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.
- 1.2 This Contract, as executed, shall include the **options to renew for two (2)** additional one-year periods, under the same terms and conditions, with said options to be exercised solely at the Board's discretion. In recognition of potential fluctuation of the Consultant's costs, a price adjustment for the second and third contract year and each subsequent contract renewal option year, shall be provided in Proposal Response Forms Section - Fee Schedule. The escalation shall be proposed in the form of a percentage increase, if any, in the pricing submitted for the first year of the Contract term.
- 1.3 Unless otherwise amended in writing and endorsed by both parties prior to the beginning of each respective renewal period, all terms and conditions of the Contract shall remain in full force and effect with the only change being in the Contract term.

2 INSURANCE PROVISIONS

2.1 DEFINITIONS FOR INSURANCE PROVISIONS

- "We", "us", or "our" means the Dallas/Fort Worth International Airport Board.
- "You" or "your" means the vendor, contractor, tenant, consultant, engineer, architect, and their agents, servants, employees, or other party to a contract with us.
- "Contract" means the contract, purchase order, Invitation for Bid, or similar memorandum or agreement.
- For purpose of defining Additional Insured and Waiver of Subrogation, the term "Dallas Fort Worth International Airport Board (the Board) and the Cities of Dallas and Fort Worth, Texas" (the Cities) shall also mean the elected officials, boards, officers, employees, agents and representatives of the Board and the Cities.

GENERAL REQUIREMENTS

- 2.2 You shall, at your own expense, maintain in effect not less than the following coverages and limits of insurance, which you shall maintain with insurers, policy forms and deductibles satisfactory to us. If your coverage fails to comply with these requirements, you agree to amend, supplement or endorse the existing coverage to comply, at no additional cost to us, and to maintain such insurance through the end of the contract, warranty period, or other specified time period, whichever is longer. ANY deviation from the requirements outlined below requires the prior written approval of the Board's Assistant Vice President of Risk Management.
- 2.3 All policies must be written through a licensed company authorized by the Texas State Board of Insurance to transact that class of insurance business in the State of Texas, with a minimum rating of 'A -', and 'VII' by A. M. Best Company. If the rating of any insurer should fall below this standard, you shall cause the policy to be replaced promptly by an acceptable insurer.
- 2.4 All policies shall designate the below mentioned parties as "Additional Insureds," either by a 'blanket additional insured' endorsement, or by specific endorsement:

"Dallas Fort Worth International Airport Board and the Cities of Dallas and Fort Worth, Texas"

- 2.5 All policies shall waive the insurer's right of recovery or subrogation against the Board and the Cities.

- 2.6 If any policy is in excess of a deductible or self-insured retention (SIR), the amount of such deductible or SIR must be clearly identified, and may not exceed one (1%) percent of your net worth. We reserve the right to reject any deductible or SIR, or require you to provide a bond at no additional cost to the Board.
- 2.7 All policies must be primary with respect to coverage provided for the Board.
- 2.8 All policies must be non-contributory with other coverage or self-insurance available to the Board.

REQUIRED COVERAGE AND LIMITS

- 2.9 Workers' Compensation**
- | | |
|---------------------------------------|--|
| | Statutory Coverage |
| Employer's Liability Insurance | \$500,000 Each Accident |
| | \$500,000 Each Disease, Each Employee |
| | \$500,000 Each Disease Policy Limit |
- 2.10 Contractor's employees, leased or co-employees, independent contractors, and employees of subcontractors and vendors, occupants of the building as tenants, sub-tenants or sub sub-tenants, performing work for the Board, or entering upon the Board's premises, must be covered by Workers Compensation.
- 2.11 Contractor is a sole proprietorship without employees and which will not be using any subcontractor(s) in the performance of the Contract Work, it may substitute the following for workers compensation insurance: The Contractor must provide the Board's Risk Management Department (Risk Management) with proof of medical insurance covering the sole proprietor and, as sole proprietor, must sign and provide to Risk Management a Hold Harmless and Indemnification Agreement in the form attached hereto as Exhibit B.
- 2.12 Commercial General Liability (CGL)**
- | | |
|---|--------------------|
| Limit Any One Occurrence | \$1,000,000 |
| Damage to Rented Premises | \$100,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Policy Aggregate (per location or per project) | \$2,000,000 |
| Products and Completed Operations Aggregate | \$2,000,000 |
- 2.13 CGL coverage applies unless you provide only trucking, (no premises or operations other than driving, loading/unloading), or garage operations, (see below).
- 2.14 All Liability policies, except Pollution & Professional, must be written on an "Occurrence Form." Neither "Modified Occurrence" nor "Claims-Made" policies are acceptable, and the Contractor will be in contractual default if your insurance is "Modified Occurrence" or "Claims Made." If the Pollution or Professional Liability policy is Claims-Made, the Retroactive Date must be on or before the contract date or the date of the Contractor's first professional service to the Board, your first exposure to pollutants, or first work that may give rise to a pollution liability claim, related to our contract.
- 2.15 Aggregate limits of all Liability policies shall be "per project" or "per location," as appropriate. If any aggregate limit is reduced by 25% or more by reserved and/or paid claims, the contractor must notify the Board and promptly reinstate the required aggregates.
- 2.16 All Liability policies must provide unlimited defense costs in excess of policy limits.
- 2.17 All liability policies shall name the Board and the Cities (as defined above) as "Additional Insureds," including coverage for Products/Completed Operations.
- 2.18 All liability shall include Broad Form Contractual Liability covering the indemnification provisions of our contract.

- 2.19 All liability policies shall cover loss caused by the contractor's subcontractors, independent contractors, suppliers or other parties providing goods or services in connection with our contract.
- 2.20 All liability policies must contain a "severability of interests" provision.
- 2.21 All liability policies must cover cross-suits between insureds.
- 2.25 Business Automobile Liability**
Combined Single Limit for Each Accident **\$500,000**
- 2.26 Coverage must apply to all vehicles (owned, non-owned, or hired) operating on our site/location, or transporting our people or property off our site, except vehicles operated by you or your employee(s) commuting in personal vehicles to our parking facilities, in which case you must only carry Employer's Non-Ownership coverage, (same limit), and ensure that such vehicle(s) are personally insured.

ADDITIONAL REQUIREMENTS

- 2.27 Should this Contract require the use of Subcontractors, it will be the sole responsibility of the General Contractor to either require Subcontractors to provide and maintain the insurance limits and coverages required herein or provide said insurance coverage for the subcontractor by designating the Subcontractor as an additional insured either by a blanket additional insured endorsement, or by specific endorsement.
- 2.28 The General Contractor shall verify that such Subcontractors are in compliance with all contractual insurance requirements.
- 2.29 The General Contractor shall assume all liability for those Subcontractors who do not meet the insurance requirements.
- 2.30 Access to the Air Operations Area will not be granted without verification of insurance coverage as required.

CERTIFICATION OF INSURANCE

- 2.31 Upon execution of the contract or prior to commencement of work, whichever is first, you shall have your insurance agent(s), broker(s), or Insurer(s) enter your policy information into www.Ins-Cert.com, and link your policy data to us. You shall cause your insurance data to be kept current on **Ins-Cert.com** for the period of time you are liable for your product or work, but not less than the warranty period of our contract. You further agree to cause your insurance agent(s), broker(s) or Insurer(s) to properly register, use and pay the fees for using Ins-Cert.com, (your agent will be charged \$3 to enter your policy data, and 25¢ when we verify your coverage on-line, which is less than the cost of issuing certificates, so there should be no effect on your cost of insurance or service).
- 2.32 Paper, faxed or e-mailed insurance certificates are NOT acceptable.**
- 2.33 You shall cause your insurance agent, broker or insurer to enter any restrictive or exclusionary provisions or endorsements that may affect you, us, and those required to be named as Additional Insureds, into "Special Exclusions" in Ins-Cert.com.
- 2.34 You further agree, upon our oral or written request, to furnish copies of your policies, certified by an authorized representative of the insurer(s), within ten (10) days of request.
- 2.35 All of your insurance policies shall contain a provision that written notice shall be given to the Board's Risk Management department, at least thirty (30) days prior to cancellation, except ten (10) days for non-payment of premium. In the event that you are notified that an insurer intends to terminate or non-renew a policy or reduce coverage below our requirements, you shall arrange acceptable alternate coverage to comply with our requirements and cause replacement coverage data to be obtained. In addition you shall cause your agent, broker or insurer to enter a

cancellation date into Ins-Cert.com, as soon as the effective date is known to the agency, brokerage or insurer, (if insurer enters data).

- 2.36 Upon execution of the contract or prior to commencement of work, whichever is first, you shall have your insurance agent(s), broker(s), or Insurer(s) enter your policy information into www.Ins-Cert.com , and link your policy data to us. You shall cause your insurance data to be kept current on Ins-Cert.com for the period of time you are liable for your product or work, but not less than through the warranty period of our contract.
- 2.37 No policy submitted shall be subject to limitations, conditions or restrictions that are inconsistent with the intent of the Insurance Requirements to be fulfilled by you. The Board's decision thereon shall be final.
- 2.38 Approval, disapproval or failure to act by the Board regarding any insurance obtained by you shall not relieve you of full responsibility or liability for damages and accidents as set forth herein. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate you from liability.
- 2.39 No special payment, except when separate line item is provided, shall be made by the Board for any insurance that the Contractor may be required to carry; all are included in the Contract amount and the Contract unit prices.

3 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) PROVISIONS

GENERAL REQUIREMENTS

- 3.1 It is the policy of the Board to remove barriers for Minority and Women-Owned Business Enterprises (M/WBEs) to compete and create a level playing field for M/WBEs to participate in Airport contracts and related subcontracts.
- 3.2 The Contractor specifically agrees to comply with all applicable provisions of the Board's M/WBE Program and any amendments thereto. The Contractor agrees to include the requirements of this Section in all subcontracts and to further require all subcontractors to include the requirements of this Section into all sub-subcontracts. All subcontractors at all tiers agree to comply with all applicable provisions of the Board's M/WBE Program.
- 3.3 The Contractor shall maintain records, as specified in the Contract, showing:
- 3.4 Subcontract/supplier awards, including awards to M/WBEs;
- 3.5 Specific efforts to identify and award such contracts to M/WBEs, such as when requested, copies of executed contracts with M/WBEs to establish actual M/WBE project participation.
- 3.6 The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of the M/WBE program in the administration of this Contract. Failure by the Contractor to carry out these requirements may be a material breach of this contract, and could result in the termination of this contract, or such other remedy, as the Board deems appropriate.
- 3.7 The Contractor shall insert an Article containing all of the provisions of this Section, including this paragraph, in all subcontracts hereunder except altered as necessary for proper identification of the contracting parties and the Board under this Contract.

ADMINISTRATIVE REQUIREMENTS

- 3.8 The Contractor shall appoint a high-level official to administer and coordinate the Contractor's efforts to carry out this M/WBE policy.
- 3.9 The Contractor agrees to submit monthly reports of payments and subcontract and/or supplier awards to M/WBEs and Non-M/WBE subcontractors in such form and manner and at such times as the Board shall prescribe. The Contractor shall provide the Board access to all books, records, accounts and personnel in accordance with the Contract. Such access will be used for, among

other purposes, determining M/WBE participation and compliance with the M/WBE program. All Contractors may be subject to interim and post-contract M/WBE audits. Audit determination(s) regarding Contractor's compliance with the M/WBE program may be considered and have a bearing on consideration of the Contractor for award of future contracts.

3.10 GOALS AND GOOD FAITH

3.11 Notification is hereby given that an M/WBE contract specific goal has been established for this Contract. The applicable M/WBE goal/commitment is **Thirty percent (30%)** of the total dollar value of this Contract including any change orders and/or modifications.

3.12 If a Contractor does not meet the M/WBE goal, it shall nevertheless be eligible for award of the Contract if it can demonstrate to the Board that it has made a good faith effort to meet the M/WBE goal. This good faith effort documentation should be submitted within five (5) business days when requested by the Board. All M/WBE Contractors are required to submit good faith effort documentation, if necessary. In evaluating a Contractor's good faith effort submission, the Board will only consider those documented efforts that occurred prior to the good faith effort determination.

3.13 In making a determination that the Contractor has made a good faith effort to meet the M/WBE goal, the Contractor shall furnish to the Board, as part of its M/WBE utilization information provided under the above paragraph, such specific documentation concerning the steps it has taken to obtain M/WBE participation. By way of illustration and not limitation, the Board will consider the following information:

3.14 Whether the Contractor attended any pre-bid or pre-proposal meetings scheduled by the Board to discuss, among other matters, M/WBE participation opportunities and acknowledge receipt of M/WBE certified vendor list;

3.15 Whether the Contractor advertised in general circulation, trade association, and/or minority/women-focus media concerning subcontracting opportunities;

3.16 Whether the Contractor provided written notice to a reasonable number of M/WBEs that their interest in the contract was being solicited in sufficient time to allow M/WBEs to participate effectively;

3.17 Whether the Contractor followed up initial solicitations of interest by contacting M/WBEs to determine with certainty whether the M/WBEs were interested;

3.18 Whether the Contractor selected portions of the work to be performed by M/WBEs in order to increase the likelihood of meeting the M/WBE goals (including, where appropriate, breaking down the contract into economically feasible subcontracts to facilitate M/WBE participation);

3.19 Whether the Contractor provided interested M/WBEs with adequate information about the plans, specifications, scope of work and requirements of the contract;

3.20 Whether the Contractor negotiated in good faith with interested M/WBEs regarding their capabilities not rejecting M/WBEs as unqualified without sound reasons based on a thorough investigation;

3.21 Whether the Contractor negotiated in good faith with interested M/WBEs regarding price using good business judgment and not rejecting reasonable quotes from interested M/WBE firms;

3.22 Whether the Contractor made efforts to assist interested M/WBEs in obtaining bonding, lines of credit, insurance, etc., as required by the Board or the Contractor;

3.23 Whether the Contractor made efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;

3.24 Whether the Contractor effectively used the services of available minority and women community organizations, chambers, contractor groups, local, State, and Federal business assistance

offices, and other organizations that provide assistance in the identification of M/WBEs;

- 3.25 Whether the Contractor obtained written documentation from the Board's Surety Support Program Consultant, if applicable, or a bona fide surety company indicating that bonding was denied and for what reason(s), prior to the M/WBE being rejected as a potential subcontractor for failing to obtain Contractor-required bonding. Documentation furnished by a surety company will be subject to verification by the Board; and
- 3.26 Whether other Contractors have attained a sufficient level of M/WBE participation to meet the contract goals.
- 3.27 The Board will look not only at the different kinds of efforts that the Contractor has made but also the quantity and intensity of those efforts. Efforts that are merely pro-forma are not good faith efforts to meet the goal (even if they are sincerely motivated) if, given all relevant circumstances, the Contractor's efforts could not reasonably be expected to produce a level of M/WBE participation sufficient to meet the goal.
- 3.28 Contractors are reminded that the issue of whether or not the Contractor has met or exceeded the established goal and/or demonstrated good faith efforts is considered a matter of the Contractor's responsibility. The requirement to submit the good faith documentation is considered a matter of the Contractor's responsiveness. The Board will only award contracts to Contractors determined to be responsible. The M/WBE Liaison Officer of the Business Diversity and Development (BDD) Department or designee shall be responsible for determining the sufficiency of a Contractor's good faith effort to meet contract goals.
- 3.29 A Bidder that the Board determines is not responsible may request administrative review and reconsideration under the Board's M/WBE Program. As part of any reconsideration, if requested, the Contractor may elect to meet in person with the Reconsideration Official (Executive Vice President of Administration and Diversity) to discuss credit toward meeting the M/WBE goal or whether the Contractor made adequate good faith efforts.

COUNTING – M/WBE PARTICIPATION

- 3.30 When an M/WBE participates in a contract, the Contractor shall count only the value of the work actually performed by the M/WBE toward M/WBE goals.
- 3.31 The Contractor shall count the entire amount of that portion of a commodities and general services contract (or other contract not covered by this section) that is performed by the M/WBEs own workforces. Include the cost of supplies and materials obtained by the M/WBE for the work of the contract, including supplies purchased or equipment leased by the M/WBE (except supplies and equipment the M/WBE subcontractor purchases or leases from the prime Contractor or its affiliate).
- 3.32 The Contractor shall count the entire amount of fees or commissions charged by an M/WBE firm for providing bona fide services, such as professional, technical, Contractor, or managerial services, or for providing bonds or insurance specifically required for the performance of an Airport contract, toward M/WBE goals, provided it determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 3.33 When an M/WBE subcontracts part of the work of its contract to another firm the value of the subcontracted work may be counted toward M/WBE goals only if the M/WBE's subcontractor is itself an M/WBE. Work that an M/WBE subcontracts to a non-M/WBE firm does not count toward M/WBE goals.
- 3.34 When an M/WBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the M/WBE performs with its own forces toward M/WBE goals.
- 3.35 The Contractor will count expenditures to an M/WBE Contractor toward M/WBE goals only if the M/WBE is performing a commercially useful function on that contract.
- 3.36 An M/WBE performs a commercially useful function when it is responsible for execution of the

work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the M/WBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the materials itself. To determine whether an M/WBE is performing a commercially useful function, the Contractor must evaluate the amount of the work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the M/WBE credit claimed for its performance of the work, and other relevant factors.

- 3.37 An M/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of M/WBE participation. In determining whether an M/WBE is such an extra participant, the Contractor must examine similar transactions, particularly those in which M/WBEs do not participate.
- 3.38 If an M/WBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work forces, or the M/WBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Contractor must presume that it is not performing a commercially useful function.
- 3.39 When an M/WBE is presumed not to be performing a commercially useful function as provided in paragraph 3.4.7 of this Section, the M/WBE may present evidence to rebut this presumption. BDD Department may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
- 3.40 The Contractor shall count expenditures with M/WBEs for materials or supplies toward M/WBE goals as provided in the following:
- 3.41 If the materials or supplies are obtained from an M/WBE manufacturer, count one hundred percent (100%) of the cost of the materials or supplies toward M/WBE goals. (For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and the general character described by the specifications.)
- 3.42 If the materials or supplies are purchased from an M/WBE regular dealer, count sixty percent (60%) of the cost of the materials or supplies toward M/WBE goals. (For purposes of this section, a manufacturer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.)
- 3.43 To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- 3.44 A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
- 3.45 Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
- 3.46 With respect to materials or supplies purchased from an M/WBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charges for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward M/WBE goals, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

However, do not count any portion of the cost of the materials and supplies themselves toward M/WBE goals.

- 3.47 If an M/WBE subcontractor is not certified by the North Central Texas Regional Certification Agency (NCTRCA) at the time of the execution of the contract, supplemental agreement or subcontract, the Contractor shall not count the firm's participation toward any M/WBE goals until the firm is certified.
- 3.48 The Contractor shall not count toward the Contractor's overall goal the dollar value of work performed under a contract with a firm after it has ceased to be certified.
- 3.49 The Contractor shall not count the participation of an M/WBE subcontractor toward the prime Contractor's M/WBE achievements or overall goal until the associate amount being counted toward the goal has been actually paid to the M/WBE.

CERTIFICATION

- 3.50 The Contractor shall submit to the Board a properly completed D/M/WBE Certification Affidavit, with all required attachments, for all D/M/WBE companies utilized or proposed to be utilized as subcontractors, vendors, or suppliers in the performance of work on said project within five (5) business days when requested by the Board. The Contractor and/or subcontractor shall authorize the Board's representatives to review and photocopy any documents in the NCTRCA's files related to the Contractor.
- 3.51 All prospective M/WBEs must submit the certification application forms to the North Central Texas Regional Certification Agency (NCTRCA). Application forms may be obtained from the Board's BDD Department or the NCTRCA. All such firms shall cooperate in supplying additional information as requested by the NCTRCA or the Board's BDD Department. The NCTRCA is a regional certification agency created to perform centralized certification services for M/WBEs in the Dallas/Fort Worth area. The Board will rely generally upon the certification of the NCTRCA to determine the eligibility of the M/WBE firms. However, the Board's BDD Department reserves the right to certify or not recognize M/WBEs.

M/WBE UTILIZATION FORMS

- 3.52 Within five (5) business days of receipt of notice from the Board, the Contractor must submit to the Board an executed Schedule of Subcontractors Form 90 listing all the Contractor's subcontractors and an Intent to Perform as a Subcontractor, Form 110, for each proposed M/WBE subcontractor. Good faith documentation (if necessary) should also be submitted at this time. The submission of this information is considered an issue of responsibility, and the Board will not award a contract to any Contractor who has not supplied this documentation.
- 3.53 The Intent to Perform as a Subcontractor form for each proposed M/WBE subcontractor shall constitute a representation by the Contractor to the Board that it believes such firm is certified as an M/WBE, and is ready, willing, and able to perform the work indicated. It shall also represent a commitment by the Contractor that, if it is awarded the contract, it will enter into a subcontract with such M/WBE firm for the work described at the approximate price set forth in the Intent to Perform as a Subcontractor form.
- 3.54 If the M/WBE Subcontractor participation changes after the forms have been submitted, but prior to award of the contract, the Contractor will be required to immediately notify the M/WBE Liaison Officer in writing of the changed amount and the reason(s) for the change. Any change in utilization of M/WBE firms shall be governed by Paragraph titled MODIFICATIONS OR SUBSTITUTIONS below.
- 3.55 Except as authorized by the M/WBE Liaison Officer, the successful Contractor shall enter into formal agreements with the M/WBE firms shown in the submitted Intent to Perform As A Subcontractor form(s) within ten (10) business days after receipt of a contract executed by the Board. If requested, the successful Contractor shall provide the M/WBE Liaison Officer copies of each agreement within five (5) business days of the written request.
- 3.56 If a Contractor is an M/WBE and intends to perform a portion of the work with its, the Contractor

will be required to identify the work specifically by type and dollar value and must perform the work indicated with its own work forces in order to have that work counted toward the goal.

PAYMENT

- 3.57 The Contractor agrees to submit to the Board on a monthly basis all invoices/bills for services, labor, and costs incurred by its subcontractors. The Contractor shall pay its subcontractors within seven (7) days of receipt of payment from the Board. A finding of non-payment shall be a material breach of this contract. 3.62 The Board may withhold payments until the Contractor demonstrates timely payment of sums due subcontractors. The Board also reserves the right to exercise other breach of contract remedies. The presence of a "pay when paid" provision in a subcontract shall not preclude a Board inquiry into allegations of non-payment. The remedies for non-payment of subcontractors shall not be employed when the Contractor demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier. The Contractor shall incorporate this provision into all subcontracts that result from this contract.

MODIFICATIONS OR SUBSTITUTIONS

- 3.58 This Section applies to all modifications, changes and substitutions under this Contract. The Contractor will be required to comply with this Section to the extent needed to achieve the M/WBE goals agreed to at the time of the contract award.
- 3.59 If a prime Contractor wishes to terminate or substitute an M/WBE subcontractor listed as fulfilling its contract goal, and then performs the work of the terminated M/WBE subcontractor with its own forces, a non-M/WBE subcontractor or with another M/WBE subcontractor, it must submit to the BDD Department, Form M/WBE-102B, Request for Approval of Change to Original List of Subcontractors, along with written documentation explaining the reasons for the change for approval prior to the substitution of the M/WBE subcontractor. This will include any changes to items of work, material, services, or M/WBE firms that differ from those identified on the Intent to Perform as a Subcontractor form(s) on file with BDD. The Contractor must provide any and all documentation and information as may be requested with respect to the requested change.
- 3.60 The Contractor's documentation shall include the specific reasons for the proposed change. Specific reasons that are acceptable include, but are not limited to: the M/WBE was not able to perform; the M/WBE was unable to produce acceptable or timely work; and/or the M/WBE has submitted an unreasonable escalation in price. In the case of an M/WBE subcontractor being substituted by another M/WBE subcontractor, the Contractor should include the name, address, certification number and principal office of the proposed M/WBE firm. The request for the modification, change or substitution shall be submitted to the M/WBE Liaison Officer or designee who will approve or disapprove the modification, change or substitution.
- 3.61 If the change involves a subcontractor substitution, the Contractor must make good faith effort to replace one M/WBE with another M/WBE. The substitute M/WBE firm must be certified by the NCTRCA in order for the Contractor to receive credit toward fulfilling its M/WBE participation goal for the contract. In the event that the Contractor is unable to contract with another M/WBE firm, good faith effort documentation must be provided to the M/WBE Liaison Officer describing the unsuccessful attempts to locate a substitute M/WBE. In all situations, the Contractor may not terminate or substitute an M/WBE subcontractor without the prior written consent of the M/WBE Liaison Officer.
- 3.62 All changes to the Intent to Perform as a Subcontractor form(s) submitted in response to a bid solicitation, excluding vendors, shall be submitted for review and approval through Form M/WBE-102B, Request for Approval of Change to Original List of Subcontractors, in accordance with the Board's procedures when adding, changing, or deleting subcontractors/subconsultants on Airport projects. Contractors shall make a good-faith effort to replace M/WBE subcontractors/subconsultants unable to perform on the contract with another M/WBE when and to the extent such replacement may help in reaching the applicable M/WBE goal.
- 3.63 The Contractor must submit a new Intent to Perform as a Subcontractor form for the substitute M/WBE firm(s) with the request for change, to verify that the new M/WBE firm(s) is certified by

the NCTRCA. The M/WBE Liaison Officer shall notify the Contractor in writing of the decision as expeditiously as possible. If the contract has been awarded and the M/WBE Liaison Officer approves the proposed substitution in writing, the Contractor shall provide a copy of the executed subcontract agreement with the proposed M/WBE firm to the M/WBE Liaison Officer if requested, within ten (10) business days of its receipt of the substitution approval.

- 3.64 If the change involves a modification, the Contractor must submit, if applicable, the Intent to Perform as a Subcontractor form specified for contract modifications for any M/WBE subcontractor affected by this change. This form may be obtained from the M/WBE Liaison Officer.
- 3.65 If the Contractor does not comply with this Provision, the Board may elect to apply contract remedies as appropriate. Additionally, the BDD Department may direct that the Contractor forfeit the profits to the Board from the terminated portion of the M/WBE subcontract as determined by the BDD Department.
- 3.66 In the event that a firm submitted by a Bidder, Proposer, or Contractor in accordance with the requirements of the Section titled CERTIFICATION above cannot be certified, the Contractor will be notified and given an opportunity to substitute that firm with a certified M/WBE firm. The Contractor will have ten (10) calendar days from the date of notification to accomplish the substitution. In the event the Contractor is unable to contract with another substitute M/WBE firm, the good faith efforts that the Contractor made in attempting to contract with a substitute must be documented to the M/WBE Liaison Officer at the end of the same ten (10) business day period.

COMPLIANCE AND ENFORCEMENT

The Contractor shall forward all necessary documents and information to close out the contract and shall cooperate with the Board in providing the final accounting for M/WBE participation on the contract. The Board may withhold payment of the Contractor's invoice pending compliance with the closeout requirements.

- 3.67 Failure of the Contractor to carry out the Board's M/WBE program provisions may constitute a breach of contract and could result in termination of the Contractor for default or such remedy, as the Board may deem appropriate. The Board reserves the right to apply legal and contract remedies available under Federal, State, and local law, including but not limited to, responsibility determinations in future contracts, suspension and debarment procedures, and forfeiture of profits as provided for above.

4 REIMBURSABLE EXPENSE PROVISIONS

- 4.1 The Consultant/Contractor shall be reimbursed for **non local** offices the necessary, actual, and reasonable direct non-salary costs (expenses) directly incidental to the work in accordance with the Board's Cost Principles in effect at the time of Contract Award.
- 4.2 Receipts or invoices shall be required on all individual expenditures exceeding \$25.00, unless otherwise noted.

TRAVEL AND LIVING EXPENSES

- 4.3 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.
- 4.5 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.

- 4.6 Preferred Hotel Provider - If Contractor seeks reimbursement for hotel expenses incurred at a hotel within 30 miles of DFW Airport, it must be at the DFW Airport Grand Hyatt Hotel, unless a waiver of this condition is secured in writing from the Vice President of the Procurement Department, the Vice President of the department for which Contractor is performing work, or a member of the Executive Staff.
- 4.7 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.
- 4.8 Reimbursement for meals applies only to Consultant/Contractor personnel working on Board 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 Board staff.
- 4.9 Local Transportation – All non local office transportation costs incurred by Consultant while in travel status shall be reimbursed as follows:
- 4.10 Taxi/limousine/airport shuttle - Reimbursable at actual cost.
- 4.11 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.
- 4.12 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 per mile rate published by the United States Internal Revenue Service and should be supported with copies of a travel log itemizing Consultant employee name, dates, destination and distance traveled.
- 4.13 If another form of transportation is used in lieu of coach-class air travel, the lesser cost of the two modes, for travel to DFW Airport, is reimbursable.
- 4.14 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.
- 4.15 Telephone - Actual cost of business telephone charges incurred by Consultant while in travel status.
- 4.16 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 Board for seven consecutive days or more.

REIMBURSEMENTS

- 4.17 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.
- 4.18 Supplies, Materials, Equipment - Actual cost of items used directly in the furtherance of work and supported by receipt.

REPRODUCTION

- 4.19 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).
- 4.20 Outside Reproduction - actual cost required in the furtherance of work is reimbursable when supported by invoice.
- 4.21 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.
- 4.22 Research - Research charges should be supported with an itemized list of the charges and/or copies of an invoice reflecting submitted charges.
- 4.23 All Other - Actual cost for other expenses, exclusive of normal expenses, incurred and as approved by Board staff. Additionally, written explanation and justification should accompany charges not clearly identified as a valid business expense on support provided.

NON-ALLOWABLE EXPENSES

- 4.24 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 Board 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 Board staff written approval.

END OF SPECIAL PROVISIONS

GENERAL TERMS AND CONDITIONS

1 ASSIGNMENT

- 1.1 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 BOARD'S RIGHT TO INSPECT AND AUDIT

- 2.1 The Contractor (and Contractor's suppliers, vendors, subcontractors, insurance agents and other agents) shall maintain and the 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.
- 2.2 The Contractor's, subcontractors' and related agent and vendor organization's documents, records and other evidence shall be subject to inspection and/or reproduction by the 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.
- 2.3 The documents, etc., described above shall be made available at the office of the Contractor at all reasonable times, for inspection, audit, and reproduction, until the expiration of three (3) years from the date of the 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.
- 2.4 The Contractor shall insert an item containing all these Audit provisions, including this paragraph, in all subcontracts hereunder except altered as necessary for the proper identification of the contracting parties and the 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.
- 2.5 In addition, where projects are funded wholly or in part by federal grants, the FAA, the Secretary and the Comptroller General of the United States or any of their duly authorized representatives shall have access, for the purpose of audit and examination, to any books, documents, papers, and records of the recipient that are pertinent to grants received in accordance with CFR 49, Part 18, as it may be amended from time to time.
- 2.6 If an audit or review in accordance with this Section disclosed overcharges (of any nature), by Contractor, in excess of five percent (5%) of the contract

3 CHANGES IN CONTRACT

- 3.1 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.

4 CODE OF BUSINESS ETHICS

- 4.1 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.dfairport.com.
- 4.2 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.
- 4.3 Any questions related to the interpretation of this Section shall be directed to the Airport Board's General Counsel.
- 4.4 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.

5 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.

6 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.

7 CONTRACTOR RESPONSIBILITIES / PERFORMANCE OF WORK

- 7.1 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.

- 7.2 In addition, at its own expense, the Contractor shall:
 - 7.2.1 Take all precautions necessary per state regulations and/or OSHA Regulations to protect persons or property against injury or damages occurring as a result of its operations.
 - 7.2.2 Obtain all permits/licenses required to perform work or deliver products, including the Board's security requirements for Air Operations Area (AOA) badging regulations where applicable. Any cost for compliance shall be paid by the Contractor.
 - 7.2.3 Provide competent supervisors and workmen;
 - 7.2.4 Take all precautions necessary or required by law to protect persons or property against injury or damages occurring as a result of its operations;
 - 7.2.5 Perform the Work without unnecessarily interfering with Board operations;
 - 7.2.6 Provide all vehicles and tools as necessary for its use; and
 - 7.2.7 Protect existing facilities from damages and promptly repair or replace any damages caused by its employees or arising out of its operations.

8 DELIVERY / PERFORMANCE OF SERVICES

- 8.1 **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.**
- 8.2 Performance shall be at the location identified in the Contract. When no location is specified, the Board's Technical Representative will provide direction.
- 8.3 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.
- 8.4 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.
- 8.5 Failure by the Contractor to make reasonable progress as and when requested shall entitle the Vice President of PMM or designee, to seek work from alternate sources wherever available, with the right to seek reimbursement from the Contractor for amounts, if any, paid by the Board over and above the bid price.
- 8.6 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.
- 8.7 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.
- 8.8 Authorized Board personnel on a routine basis will make inspections. 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.
- 8.9 Failure of Contractor to fully comply with the terms and provisions of this Contract shall constitute grounds for declaring the Contractor in default.

8.10 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.

8.11 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.

9 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.

10 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.

11 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.

12 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.

13 INDEMNIFICATION AND HOLD HARMLESS

13.1 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.

13.2 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.

13.3 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.

14 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.

15 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.

16 MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

16.1 It is the policy of the Board to remove barriers for Minority and Women-Owned Business Enterprises (M/WBEs) to compete and create a level playing field for M/WBEs to participate in Board contracts and related subcontracts.

16.2 Additional M/WBE Program requirements, if any, shall be included in the Special Provisions Section of this Contract.

16.3 The Contractor specifically agrees to comply with all applicable provisions of the Board's M/WBE Program and any amendments thereto. The Contractor agrees to include all Board M/WBE Program requirements in all subcontracts and to further require all subcontractors to include all M/WBE Program requirements into all sub-subcontracts. All subcontractors at all tiers agree to comply with all applicable provisions of the Board's M/WBE Program.

17 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 Board if authorization to use such supplies or components is granted.

18 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.

19 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.

20 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.

21 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.

22 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.

23 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.

24 TEMPORARY SUSPENSION OF THE WORK

24.1 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.

24.2 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.

24.3 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.

25 TERMINATION OF CONTRACT: DEFAULT AND REMEDIES

The Contractor shall be considered in default of this Contract, and such default shall be grounds for Board to terminate this Contract and/or pursue any and all relief, at law or in equity, to which it may be entitled by reason of such default if Contractor fails to perform any of its obligations under this Contract and fails to correct such non-performance within ten (10) days of written notice from the Board to do so. Should any termination of this Contract be held to be unenforceable or otherwise improper by a court of competent jurisdiction, then such termination shall be considered a termination for convenience.

26 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.

27 TERMS OF PAYMENT

27.1 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.

27.2 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.

27.3 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.

27.4 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.

27.5 Unless otherwise directed, invoices shall be submitted to:

Dallas/Fort Worth International Airport Board
Finance Department
P. O. Box 619428
Dallas/Fort Worth Airport, Texas 75261-9428

28 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

PROPOSAL RESPONSE FORMS

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 Personnel Hourly Fees (inclusive of hourly wages, benefits, overhead, profit and other work-related reimbursable expenses). This information shall include management, professional, support and clerical personnel for both the prime consultant and any sub-consultants.

<u>Title/Responsibility</u>	<u>Name</u>	<u>Hourly Rate</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

- 2 Sub Contractor I.

<u>Title/Responsibility</u>	<u>Name</u>	<u>Hourly Rate</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- 3 Sub Contract II

<u>Title/Responsibility</u>	<u>Name</u>	<u>Hourly Rate</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Add additional Subs. as required.

- 3 Price/Fee Escalation Rates (in percentages), if any, for Contract Years 2 through 5:

Year 2: For Hourly Rates: _____ %
Year 3: For Hourly Rates: _____ %
Year 4: For Hourly Rates: _____ %

Year 5: For Hourly Rates: _____%

COOPERATIVE PURCHASING PROVISION (ACCEPTANCE OPTIONAL)

As permitted under Title 8, Chapter 271, Subchapter F., Section 271.101 and 271.102 V.T.C.A. and Title 7, Chapter 791, Subchapter C., Section 791.025, V.T.C.A., other local governmental entities may wish to also participate under the same terms and conditions contained in this contract. Each entity wishing to participate must enter into an Interlocal Agreement with the Board and have prior authorization from the Contractor. If such participation is authorized, all purchases or services will be issued directly from, and shipped directly to, the local governmental entity requiring products or services. The Board shall not be held responsible for any orders placed, deliveries made or payment for products or services ordered by these entities. Each entity reserves the right to determine their participation in this Contract.

Proposer's authorized agent must indicate if Proposer agrees to allow other governmental entities to participate in this Contract, if awarded, under the same terms and conditions by checking the appropriate box below. Proposers will not be penalized for not agreeing to this Provision.

☐ Yes, Agree to Cooperative Purchasing Provision

☐ No, Do Not Agree to Cooperative Purchasing Provision

ORGANIZATIONAL SUMMARY INFORMATION

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:

WORK FORCE COMPOSITION

PROPOSAL FIRM

DATE COMPLETED

Full Time Employees	Total No. Employees			White			American Indian			Black			Hispanic			Other*		
M = Male F = Female	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																		
TOTAL																		

Remarks _____

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

SCHEDULE OF SUBCONTRACTORS

Bidder/Contractor: _____

☐ DBE

☐ MBE

☐ WBE

☐ NON-D/M/WBE

Solicitation Number: 8002360

Check the applicable:

☐ Subcontracting/Vendor Opportunities

☐ Sole Source

☐ Direct Purchase

NOTE: If contract is a sole source and/or direct purchase, please enter the Dollar Amount of Work to be completed and proceed to the Contractor's Certification.

As part of the procedures for the submission of Proposals, all Bidders/Contractors are required to identify **ALL** participating Subcontractors/Suppliers. Please identify such areas for above project, if applicable. Use additional sheets if necessary.

Name of Company Performing Work	Certification Status ¹ (check the applicable)				Description of Commodity, Material, or Service	Dollar Amount
	DBE	MBE	WBE	NON- D/M/WBE		
						\$
						\$
						\$
						\$
Dollar Amount of Work to be Completed by Non-D/M/WBE Subcontractors						\$
Dollar Amount of Work to be Completed by D/M/WBE Subcontractors						\$
Total (The Total Amount shall equal the Amount Proposed on Summary of Proposal Page)						\$

¹ All D/M/WBE Subcontractors/suppliers must be certified or subject to such by the Board. It is understood and agreed that, if awarded a Contract by the Airport Board, the Contractor will not make additions, deletions, or substitutions to this certified list without the consent of the Board's Vice President of Procurement and Materials Management and the Vice President of Business Diversity and Development (BDD) Department or designee through the submittal of D/M/WBE Form No. 102, *Request for Approval of Change to Original Certified List of Subcontractors*. It is understood that the D/FW Board and/or the Department of Transportation (DOT), if applicable, may audit any and/or all records of the Contract/vendor and conduct interviews of owners, principals, officers, employees and applicable subcontractors/Contractors participating on the Contract. The BDD reserves the right to ensure compliance with the Board's D/M/WBE program to include status reports and audit of submitted D/M/WBE information as deemed necessary.

CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the Contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate information or exercise positive, good faith efforts (as defined by the Board's D/M/WBE Program) in support of the Board's minority/women business intent and objective may result in being considered non-responsive to the Board's requirements. The Business Diversity and Development (BDD) Department reserves the right to recommend an audit on the submitted D/M/WBE information as deemed necessary.

¹ As Defined in M/WBE and DBE Procedure Manual

INTENT TO PERFORM/CONTRACT AS A SUBCONTRACTOR

SOLICITATION NUMBER: 8002360

Pursuant to Airport Board policy, D/M/WBE firms participating in the Airport's D/M/WBE Program must have "current" certification status with the Airport prior to award of this contract. The NCTRCA's D/M/WBE certification of any firm is effective for three (3) years from the date of written notification of certification. If the Airport determines that the firm is not a certified D/M/WBE firm, such firm must immediately seek certification from the North Central Texas Regional Certification Agency, 624 Six Flags Drive, Suite 216, Arlington, TX 76011; or if a joint venture, submit a Joint Venture Certification Application to the BDD Department, P.O. Box 619428, DFW Airport, Texas 75261.

1. Name of Bidder / Prime Contractor _____

Address, City, State and Zip _____

2. The undersigned has been certified by the NCTRCA Certification # _____

3. The undersigned is prepared to perform the following described work and/or supply the material listed in connection with the above project (where applicable specify "supply" or "install" or both):

and at the following price \$ _____.

With respect to the proposed subcontract described above, _____% of the dollar value of such subcontract will be sublet and/or awarded to non-D/M/WBE contractors.

(Name of D/M/WBE Firm)
(Telephone)

(Address, City, State and Zip)

(Signature of Owner, President or Authorized Agent)

(Printed name of signer)

(Date)

DECLARATION OF PRIME CONTRACTOR

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title of Declarant)

and a duly authorized representative of _____
(Name of Prime Contractor)

to make this declaration and that I have personally reviewed the material and facts set forth in this Intent to Perform form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true, the owner or authorized agent of the D/M/WBE firm signed this form in the place indicated, and no material facts have been omitted.

Except as authorized by the Vice President of BDD or his designee, the undersigned will enter into a formal agreement with the listed D/M/WBE firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by the Dallas/Fort Worth International Airport. The undersigned will, if requested, provide the Vice President of the BDD Department or his designee a copy of that agreement within three (3) business days of execution.

The Prime contractor designated the following person as their D/M/WBE Liaison Officer:

(Name-Please Print)

(Phone)

Pursuant to State Law, any person [entity] who makes a false or fraudulent statement in connection with participation of an M/WBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.

INSURANCE AFFIDAVIT

Dallas Fort Worth International Airport Board Solicitation No. 8002360

NAME OF PROPOSER: _____

To be completed by the Proposer:

I confirm that, if awarded the Contract, I will comply with all of the Insurance Provisions, as stated in the Insurance Requirements of Solicitation No. 8002360, and said insurance shall be provided without change to the prices offered.

Name of Proposer: _____

Authorized Agent (please print): _____

Authorized Agent's Signature: _____

Date: _____

To be completed by Proposer insurance provider:

I confirm that, if awarded the Contract, the Bidding Firm stated above either has insurance coverage or can obtain coverage in compliance with the requirements of DFW International Airport Board Solicitation No. 8002360. I further confirm that this Insurance Agency can comply with the insurance provisions as stated in the Insurance Requirements.

Insurance Agency: _____

Insurance Agent's Name (please print): _____

Insurance Agent's Signature: _____

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)			
☐ Partnership	☐ Limited Partnership	☐ Limited Liability Partnership	
☐ Sole Proprietorship	☐ Joint Venture	☐ Limited Liability Company	☐ Corporation ("C")
IF CORPORATION, please check all the type(s) below that are applicable:			
☐ For Profit <u>or</u>	☐ Non Profit	☐ Public <u>or</u>	☐ Private
☐ S Corporation	☐ Professional	☐ Parent-Subsidiary	☐ 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:			
<u>UNLESS PUBLICLY TRADED</u> list all individuals, partnerships, corporations or other entities having <u>at least 10%</u> ownership in the business <u>and indicate their percentage of ownership</u>. 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

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.

For Solicitation No. 8002360 – Public Relations Services

SUBMITTED BY:

(OFFICIAL NAME OF PROPOSING FIRM)

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

***Must be signed to be
considered responsive***

(Typed or Printed Name)

(Title)

(Date)

NO BID/PROPOSAL INFORMATION FORM
RFP NO. 8002360 Public Relations Services

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

Edward Dunagan, C.P.M.
Dallas/Fort Worth International Airport Board
Fax: 972-973-5601 / Email: edunagan@dfwairport.com

Please check the items that apply:

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

Company Name:

Authorized Officer or Agent:

Telephone: (_____) _____ **FAX Number:** (_____) _____ **or**

Email: _____