



**Raleigh-Durham Airport Authority**

**1000 Trade Drive**

**PO Box 80001**

**RDU Airport, NC 27623**

**www.RDU.com**

## **REQUEST FOR PROPOSALS (RFP)**

*for*

**Qualified Airport Consultant for CONRAC Project**

**RFP No. 554-RFP20-3005-DSP**

**DIRECT ALL INQUIRIES TO:**

**Dale S. Poole, C.P.M.**

**Senior Contracts Officer**

**Dale.Poole@RDU.com**

**[PAGE INTENTIONALLY LEFT BLANK]**

## Table of Contents

<b>SECTION I</b>	<b>REQUEST FOR PROPOSALS (RFP) GENERAL INFORMATION</b>	5
A.	Notice	5
B.	Background	5
C.	Terms and Conditions	6
D.	Point of Contact	6
E.	Request for Acknowledgment	6
F.	Definitions	7
G.	Ethics & Objectivity	8
H.	Public Record	8
<b>SECTION II</b>	<b>RFP PROCESS AND INSTRUCTIONS</b>	10
A.	RFP Schedule	10
B.	Withdrawals and Modifications	11
C.	Addenda, Clarifications, Amendments, Modifications, Withdrawals and Waivers	11
D.	Submittal of Proposals	12
E.	Proposal Format and Content	13
F.	Selection and Award Process	17
<b>SECTION III</b>	<b>CONRAC PROJECT INFORMATION</b>	21
<b>SECTION IV</b>	<b>QUALIFICATIONS OF OFFEROR</b>	23
<b>SECTION V</b>	<b>SCOPE OF WORK</b>	23
<b>SECTION VI</b>	<b>CONTRACT TERM</b>	24
<b>SECTION VII</b>	<b>APPROPRIATIONS</b>	24
<b>SECTION VIII</b>	<b>INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT</b>	24
<b>SECTION IX</b>	<b>NON-EXCLUSIVENESS OF CONTRACT</b>	24
<b>SECTION X</b>	<b>FIXED PRICING</b>	24
<b>SECTION XI</b>	<b>MINORITY AND WOMEN-OWNED SMALL BUSINESS PROGRAM</b>	24
<b>SECTION XII</b>	<b>REQUIRED FORMS</b>	30
	FORM A: Request for Proposals Acknowledgement	31
	FORM B: Proposal Pricing Form	32
	FORM C: Proposal Execution Form & Debarment Certification	33
	FORM D: Offeror References and Work History	36
	FORM E: E-Verify Certification	38
	FORM F: Iran Divestment Act Certification of Eligibility	39
	FORM G: Supplier Survey and W-9 Form	40
<b>SECTION XIII</b>	<b>SAMPLE AGREEMENT</b>	41

**[PAGE INTENTIONALLY LEFT BLANK]**

## **SECTION I REQUEST FOR PROPOSALS (RFP) GENERAL INFORMATION**

### **A. Notice**

Raleigh-Durham Airport Authority (the “Authority”) invites proposals (“Proposals” or “Submittals”) from qualified airport consultant (“Consultant” or “Offeror”) to develop and recommend strategies and an effective lease structure and to assist the Authority with the successful negotiation of CONRAC (*Consolidated Rental Car Facility*) operating rental car agreement. The Authority is seeking a Contractor whose combination of experience and expertise will provide timely and cost-effective Services to the Authority.

The Authority’s intent is to award a multi-year contract to a single firm to provide the requested services.

This RFP and subsequent Addenda, if any, are available electronically as of the date of issuance on the following website: <https://www.rdu.com/do-business-with-rdu/business-opportunities/>.

### **B. Background**

The Authority owns and operates two passenger terminals, Terminals 1 and 2. These terminal facilities accommodated approximately 12.8 million passengers and generated over \$151,648,565 in total gross revenues in 2018. Terminal 1 is a 9-gate facility with approximately 160,000 square feet of total terminal area and accommodates Southwest Airlines at five of those gates. Terminal 2 is a 36-gate facility accommodating American, Delta, United, Alaska, Jet Blue, Frontier, Allegiant, Spirit and other charter airlines, with approximately 1 million square feet of total terminal area. Between the landside components of Terminals 1 and 2 is a multi-story parking garage containing approximately 9,913 spaces (Park Central), with an adjoining lot of approximately 1,359 spaces (Premier Parking). Having selected a preferred alternative during a comprehensive airport master planning process called Vision 2040, the Authority has completed the concept design (approximately 20%) of the CONRAC Program intended to be located in the area of the current surface lot between Terminal 1 and 2. A component of the development of this CONRAC Program ensures a convenient passenger interface from a customer service building to both terminals plus significant modification of the existing roadway system to efficiently accommodate the ingress and egress of vehicles to/from the facility. The CONRAC facility will be constructed as a multi-story parking garage with approximately 4,000 spaces dedicated to ready/return and an adjoining Quick-Turn-Around facility for vehicle preparation and fueling.

This master plan project includes additional elements such as a ground transportation center between both terminals, the development of a remote rental car storage facility to be used exclusively by on-airport car rental agencies and a limited access roadway system linking the remote storage lot with the central terminal areas.

### **C. Terms and Conditions**

The Services will be governed by an Agreement, a *sample* of which is attached hereto as Section XIII – Sample Agreement to this RFP.

Each Offeror shall provide any other applicable contract terms and conditions that Offeror will ask the Authority to agree upon. The Authority's standard terms and conditions set forth in Section XIII – Sample Agreement shall govern, and any other proposed terms and conditions should either be built into or be incorporated by reference into the Agreement. The Authority will entertain exceptions and additional provisions, but Offerors are cautioned that the Authority has a limited ability and willingness to agree to modifications to the standard Authority Agreement. The Authority will compare and contrast the terms and conditions proposals submitted by qualified Offerors at the same time it evaluates the cost proposals of qualified Offerors. At the conclusion of this evaluation, the Authority may elect to award the contract to the Offeror whose aggregate proposal the Authority determines to be most advantageous to the Authority. The Authority may enter into contract negotiations with one or more qualified Offerors in an effort to reach mutually agreeable contract terms and conditions if the Authority is not satisfied with the terms and conditions proposed by the applicable Offeror(s). The Authority is not obligated to negotiate with all qualified Offerors. The Authority reserves the right to eliminate from further consideration any Offeror that submits a cost proposal or a terms and conditions proposal that is not advantageous to the Authority.

This procurement shall be conducted in accordance with all applicable Federal and State laws and regulations, and the policies and procedures of the Authority, as those may be amended from time to time.

The Offeror shall declare that the proposal is not made in connection with any other bidder submitting a proposal for the same goods and/or services, except if the proposal is submitted by a consortium of contractors, and is in all respects fair and without collusion or fraud. This declaration is made by executing Form C: Proposal Execution & Debarment Certification.

### **D. Point of Contact**

The Authority's sole Point of Contact for this RFP is as follows:

Authority Primary Contact: Dale S. Poole, Senior Procurement Officer

Email (Preferred Method): [dale.poole@rdu.com](mailto:dale.poole@rdu.com)

Direct Phone: 919-840-7140

### **E. Request for Acknowledgment**

Offerors shall thoroughly examine and become familiar with this RFP, including forms, attachments, and any addenda that may be issued. The failure or the neglect of an Offeror to receive or examine any RFP document shall in no way relieve it from any obligation with respect to its proposal or the obligations that flow from being the selected Contractor. No claim based upon a lack of knowledge or understanding of any document or its contents shall be allowed.

Please acknowledge receipt of this RFP by email on or before the date stated in the RFP Schedule below using Form A: Request for Proposals Acknowledgement. Offerors should email the completed Form A to the Authority's Point of Contact.

#### **F. Definitions**

1. **“Authority”** shall mean the **RALEIGH-DURHAM AIRPORT AUTHORITY**, a public body chartered by the General Assembly of North Carolina under Chapter 168 of the 1939 Session Laws, as amended.
2. **“Award”** shall mean acceptance of a particular Contractor's Bid or Proposal resulting in an agreement.
3. **“Best and Final Offer”** or **“BAFO”** shall mean a formal document that is used to finalize negotiations with a Contractor.
4. **“Best Value Procurement”** is terminology used for the method that considers factors other than only price, such as quality and expertise, when selecting vendors or Contractors.
5. **“CONRAC”** or **“CRCF”** shall mean a consolidated and shared rent-a-car facility.
6. **“Contract Administrator”** shall mean the Authority representative who shall be the direct liaison between the Contractor and the Authority for this Agreement. That representative will be **Diane Harris**.
7. **“Contractor”** shall mean the Contractor that will provide the goods and/or professional services to the Authority.
8. **“Indefinite Quantity Term Contract”** is an Agreement to furnish an unspecified (but within certain limits) quantity of specific products or services during a stated period, delivered according to the Authority's orders. (IDIQ) is an abbreviation of the term indefinite delivery/indefinite quantity.
9. **“Minority and Woman-Owned Small Business”** or **“MWSB”** is a business entity which has been certified by an approved agency as a small business, as defined by the Small Business Administration size standards found in 13 CFR Part 121, that is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, as defined in the Authority's Minority and Women-Owned Small Business Program.
10. **“Offeror”** is a company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.

11. **“Request for Proposals”** or **“RFP”** is this formal solicitation document used in negotiated procurements which seeks Proposals from responsive, responsible Contractors.
12. **“Term”** shall refer to the length of time the Agreement will be valid.
13. **“Term Contract”** is an Agreement which explicitly states a fixed duration that the contract will be in effect. The Parties are obligated to adhere to the terms and conditions within the contract until the expiration, or end date, of the contract.
14. **“Third Party”** means any person or entity other than the Authority, the Contractor, or the Contractor’s authorized subcontractors and includes without limitation any governmental unit, insurance carrier, private enterprise, or individual.

#### **G. Ethics & Objectivity**

It is inappropriate for Offerors competing for this contract, including their agents and potential sub-consultants, to lobby Authority Board members or staff during the entire selection process, from the date the solicitation is issued through the date on which the Authority acts on the staff recommendation regarding the selected firm. Accordingly, potential respondents (including sub-contractors) interested in this engagement are instructed not to conduct activities of any nature that may be perceived as attempts to promote themselves or influence the outcome of the selection process.

The Authority is interested in maximizing the opportunities for firms to compete for roles in the subject contract and to submit proposals offering the highest qualified teams. Accordingly, the Authority discourages firms interested in being selected for this engagement from entering into formal or informal agreements that limit subcontracting opportunities by other firms or result in exclusive subcontracting arrangements with other firms.

From the date that this RFP is issued until the selection and the announcement, Offerors shall contact ONLY the Authority’s Point of Contact with respect to any facet of this procurement. Proposing Offerors shall not contact any Authority Board Member, Officer, employee, agent or selection committee member with respect to this procurement. Violation of this provision may result in the disqualification of the Offeror’s proposal.

#### **H. Public Record**

All submittals received in response to this RFP become a matter of public record subject to the provisions of Chapter 132 of the North Carolina General Statutes. An Offeror’s business and trade secrets that are plainly marked as **“Confidential”** or **“Trade Secret”** will be protected from disclosure as a public record to the extent permitted by N.C. Gen. Stat. § 132-1.2. The Authority shall not in any way be liable or responsible for disclosure of any Proposal or portions thereof if disclosure is reasonably required under the Public Records Act. Any submittal which contains language purporting to render all or a significant portions of the proposal **“Confidential”** or **“Trade Secret”** without regard to statutory requirements may be regarded as non-responsive.

It is incumbent upon the Offeror to indicate clearly what portion(s) of the Proposal is proprietary. The Authority will consider all Proposals to be confidential in nature during the solicitation process, but those portions of the selected Contractor's proposal which do not meet the applicable statutory standards for confidential information or trade secrets, and any portions included in a contract, shall become public information when that contract is executed with the selected Contractor. The Authority is bound by the provisions of the North Carolina General Statutes relating to the disclosure of Proposals. The Proposal shall not be returned to the Offeror.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

## SECTION II RFP PROCESS AND INSTRUCTIONS

### A. RFP Schedule

Activity (All times are Eastern Standard Time)	Date
Issue RFP	Tuesday, July 16, 2019
Written Questions are due via email	Fri., July 26, 2019 at 3:00 PM
Response to Questions Posted as an Addendum	Wednesday, July 31, 2019
Submission of RFP Acknowledgement <b>Form A</b> via email	Friday, August 2, 2019
<b>Proposals are Due</b>	<b>Fri., August 9, 2019 at 3:00 PM</b>
Contractor Interviews ( <i>if applicable</i> )	TBD
Presentation to RDUAA Board and Approval	Thursday, September 19, 2019
Anticipated Award Time Frame (Official Award of Contract)	Friday, September 20, 2019

The Authority reserves the right to revise the schedule in its sole discretion.

1. Pre-Proposal Meeting  
*Not Applicable for this RFP.*

2. Questions

All questions and any correspondence in regard to this RFP shall be directed in writing to the Authority's Point of Contact by e-mail. Only inquiries in writing will be accepted by the Authority, and only written responses will be binding upon the Authority. There shall be no communication with the Authority regarding this RFP unless otherwise directed by the Authority's Point of Contact identified above. **\*\* NO PHONE CALLS \*\***

All answers to inquiries will be posted on the primary website referenced above. It is the responsibility of all Offerors interested in submitting responses to this RFP to routinely check the specified websites for any revisions to this RFP, responses to questions, change of schedule, addenda, announcements and other procurement information.

Written questions concerning this RFP will be received via email only until the Due Date for Questions specified in the schedule above by the Authority's Point of Contact. Please insert "Questions - RFP #554-RFP20-3005-DSP" as the subject for the email. The Authority will prepare responses to all written questions properly submitted and post the responses as an Addendum on the primary website referenced herein. Oral responses are not binding upon the Authority.

## **B. Withdrawals and Modifications**

The Authority may consider permitting modifications to a proposal after submittal until the specified due date and time for accepting proposals, provided that the request to modify is in writing, is executed by the proposing Offeror or the proposing Offeror's duly authorized representative, and is filed with the Authority. It is the proposing Contractor's responsibility to resubmit before the deadline.

An Offeror may withdraw a proposal without prejudice prior to the submittal deadline, provided that the request is in writing, is executed by the Offeror or his/her duly authorized representative, and is filed with the Authority.

All costs incurred by any Offeror in responding to this RFP shall be borne by such Offeror. The Authority shall have no responsibility whatsoever for any associated direct or indirect costs.

By submitting a proposal to the Authority, the Offeror agrees that the Offeror's proposal shall remain effective for one hundred eighty (180) days after the deadline for submitting the proposal.

## **C. Addenda, Clarifications, Amendments, Modifications, Withdrawals and Waivers**

The Authority reserves the right to amend, insert, or delete any item in this RFP if it is determined to be in the best interest of the Authority. If it becomes necessary to revise any part of this RFP, a written Addendum to the solicitation will be posted on the primary website referenced herein. The Authority will not be bound by, and the Offeror shall not rely on, any oral or written communication or representation regarding this RFP except to the extent that it is contained in an addendum to the RFP or the Questions and Answers as posted on the primary website, and is not superseded by a later addendum to this RFP.

If a pre-proposal conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the Authority will be posted on the primary website referenced herein, and shall become an Addendum to this RFP. Offerors' questions posed orally at any pre-proposal conference must be reduced to writing by the Offeror and provided to the Authority's Point of Contact as directed by said Point of Contact.

Critical updated information may be included in these Addenda. It is important that all Offerors bidding on this proposal periodically check on the primary website referenced herein for any and all Addenda that may be issued prior to the proposal opening date.

The Authority may request written clarifications to proposals and/or interviews and oral presentations and may give any Offeror the opportunity to correct defects in its Proposal if the Authority believes doing so does not result in an unfair advantage for the Offeror and it is in the Authority's best interests. Any clarification response that is broader in scope than

what the Authority has requested may result in the Offeror's proposal being disqualified. Offerors shall provide the requested information in writing by the date and time specified by the Authority. If the requested information is not timely received, the Offeror's evaluation may be adversely affected and/or the proposal may be declared non-responsive and not eligible for award.

The Authority will not be bound by oral explanations or instructions given by anyone at any time during the proposal process or after award. The Authority will not consider Offeror's information indicated by reference as part of the RFP response. However, the Authority may consider other sources in the evaluation of proposals, such as references, for example.

The Authority may waive minor informalities or irregularities in proposals received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other Offerors. Minor irregularities are defined as those that will not have an adverse effect on the Authority's interest and will not affect the price of the proposals by giving an Offeror an advantage or benefit not enjoyed by other Offerors.

#### **D. Submittal of Proposals**

Offerors must submit sealed packages inclusive of one (1) original hardcopy complete proposal, and three (3) bound, tabbed copies of the original complete proposal. The original proposal must be signed in ink by a company official authorized to make a legal binding offer. An electronic version on a USB flash drive in searchable Adobe Acrobat PDF format to the Authority Contact must also be provided. Proposals must be received by the Due Date and Time specified above and delivered to the following location:

1. By (UPS) Mail – Raleigh-Durham Airport Authority, Attn: Dale S. Poole, Senior Procurement Officer, RDU Center, 1000 Trade Drive, Morrisville, NC 27560; or
2. By (FedEx) Mail – Raleigh-Durham Airport Authority, Attn: Dale S. Poole, Senior Procurement Officer, RDU Center, 1000 Trade Drive, RDU Airport, NC 27623; or
3. By Hand-delivery – Proposals may be hand-delivered to the front desk attendant in the front lobby of the RDU Center, Raleigh-Durham Airport Authority, RDU Center, 1000 Trade Drive, RDU Airport, NC 27623. This location is also the "Cell Lot" Building (<http://www.rdu.com/wpcontent/uploads/2014/11/RDUCenterlot.pdf>)

Proposals will be time and date stamped upon receipt (by either mail or hand-delivery), and shall clearly state the following information:

**RFP Info:** Qualified Airport Consultant for CONRAC Project, RFP #**554-RFP20-3005-DSP**  
**Attn: Dale S. Poole**, Senior Procurement Officer

Proposals shall be enclosed in a sealed envelope or package. The envelope/package must be addressed to the Authority as specified above. The name and address of the Offeror and the

RFP number and title shall be placed on the outside of the package. Proposals shall not be accepted by electronic means. All items required to be included with the proposal submission must be included, or the proposal may be subject to rejection. It is the responsibility of the Offeror to ensure that the proposal package is complete and received by the Authority at the proper time. The Authority will in no way be responsible for delays caused by the United States mail delivery, common carrier or by any other occurrence. Failure to execute/sign the proposal prior to the submittal deadline shall render the proposal invalid. Regardless of cause, late proposals will not be accepted and will be automatically disqualified from further consideration.

#### **E. Proposal Format and Content**

Offerors are to submit their information addressing qualifications, expertise, competence and capability. The proposal submission shall be limited to no more than fifty (50) pages maximum, not including the required forms (see Section XII REQUIRED FORMS). Proposals should use a minimum of size 12 pt. font on 8 ½" by 11" paper. The Forms may be provided as additional pages. The submittal must address and include:

1. Cover Letter. The cover letter should identify the Offeror and state general information the Offeror wants to include regarding the Offeror's business organization. At a minimum, the cover letter must include the name, principal address, Federal Tax ID Number, telephone #, facsimile number and email address of the Offeror. Offeror should acknowledge that Offeror will comply with all the terms and conditions set forth in the RFP, unless otherwise agreed upon by the Authority.
2. Executive Summary. Executive Summary should contain an outline of Offeror's general approach to the provision of services in addition to a brief summary of Offeror's qualifications to engage in a professional service relationship with the Authority. It should clearly communicate why Offeror would be the best-qualified Contractor for the Authority.
3. Firm Overview and Experience. A statement of qualification of the Offeror including relevant work samples. The Offeror must demonstrate that it and its key personnel have had active, satisfactory experience with, and responsibility for, the day-to-day management and operation of services similar to those proposed by this RFP. Include;
  - a. name(s) and qualifications of any subcontractor that will perform 10% or more of the value of the contract;
  - b. location of corporate office(s);
  - c. number of years in business;
  - d. web site address(es);
  - e. size (total number of employees) and organizational structure of your entity; and

f. who is on your Leadership Team.

Describe Offeror's recent experience within the last five (5) years. Include;

- a. three (3) specific projects relating to Financial Analysis including the establishment of MAG & selection of percentage rent rates that directly involves Rental Car entities within a CONRAC facility;
- b. three (3) specific projects with successful negotiations and implementation of Concession Agreements involving Rental Car companies;
- c. three (3) specific projects with approach to a CONRAC Development Strategy involving Rental Car companies;
- d. ability to share success story(s) as it relates to Rental Car Concession Agreement negotiations and perceived challenges;
- e. experience at an airport environment or similar environment;
- f. ability to provide results of projects that increased efficiency, thereby enhancing customer service, involving Rental Car entities; and
- g. ability to share a time when emerging trends, in Rental Car industry, were identified and the objectives taken to set a client up for future success and preparation.

Prepare a description of projects and work experience of the firm which is similar to the work described in the Scope of Work or which the Offeror believes would be relevant in evaluating its capabilities to perform the work.

At a minimum, the following information should be included as appropriate to the Scope of Work;

- a. Project description and scope;
- b. Location;
- c. Owner name, address, current contact person, and telephone number;
- d. Gross fees;
- e. Proposed schedule vs. Actual;
- f. Proposed budget vs. Actual;
- g. Coordination between multiple consulting firms; and
- h. Relevant experience with other interfacing projects, and associated scheduling considerations.

Offeror shall include a list of at least three (3) clients for whom the Offeror has provided services that are the same or similar to those services requested in this RFP. The Authority may contact the listed organizations to determine the quality of work performed and service received. Include for each reference;

- a. name of the organization;
- b. initial date's delivery of services started;
- c. date of the most recent project;
- d. list of services performed that align with the scope of this RFP;
- e. name of responsible official or contact person; and
- f. complete Address, telephone number and email address.

4. Key Staff. Identify the individual(s) who will be responsible for providing the Services including their professional credentials, capabilities and experience (résumé or curriculum vitae may be attached). Provide details of any direct experience of the individual who will lead the team in providing the Services including their professional credentials, capabilities and experience. Prepare an organizational chart that identifies the key personnel and each team member by listing position title, length of employment, description of qualifications and experience and the work each person will perform under this contract. If an individual will not be assigned to the project on a full-time basis, indicate the percentage of time that person would be dedicated to work on the project. Key personnel identified in this proposal is expected to remain assigned to this project for the term of the contract. Offeror should also provide current office addresses for each individual named. For each team member names, provide;

- a. a major client and project that they have worked on during the last three years;
- b. at least two references that the Authority could contact regarding the work and satisfaction of the clients; and
- c. a description of the specific responsibility/role that each individual will have on the project under this RFP.

List all subconsultants, if necessary and provide a description of the qualifications of each subconsultant retained to perform work under this contract. Include the type of work that will be assigned to each subconsultant, and the estimated percentage of the total contract value that each subconsultant will perform.

5. Approach. Provide a brief description of the level of service and support that will be provided to the Authority. Include Offeror's management and organizational

approach and work plan on how your team proposes to accomplish the tasks successfully. The description should include the proposed effort for completing the work on schedule and the methods Offeror would use to coordinate its work with other consultants whose work must interface or connect with work performed by Offeror.

Discuss Offeror's understanding of the proposed Scope of Work; the complexity, challenges and problems involved in planning and performing that work; approaches and philosophy for dealing with problems; sensitivity and experience dealing with key issues and any additional issues or matters relating to the Scope of Work that the Offeror believes should be addressed.

Describe any perceived challenges of this project and the proposed plan to resolve them.

Describe the most innovative rental car concept your firm has created for a client.

6. Project Schedule. Prepare a project schedule and timeline and a description of the Offeror's method and systems for controlling, responding to, and completing of the Scope of Work in a timely manner.
7. Discuss the Offeror's ability to service all aspects of this contract with in-house resources and disclose any expected reliance the agency will have on subcontractors or partner agencies.
8. Describe how Offeror evaluates success of a campaign.
9. References. A listing of not more than three (3) clients who can attest to their satisfaction for similar and relevant services requested in this solicitation. The clients listed should have had significant involvement by key personnel indicated above. Please include the name, telephone number, email and physical address of the client, along with the scope of services provided by the firm.
10. Communications. Detail how the Offeror communicates with its clients.
11. Discuss any other capabilities that the Offeror believes address this RFP; and any particular aspects of its organization or proposal that, by way of background, experience, unique qualifications, or other basis, sets this company (team, etc.) apart from the competition in its ability to accomplish this particular scope of work.
12. Other Relevant Information. Provide additional information that will assist the Authority in the selection process.
13. Required Forms - Section X. Offeror must complete all RFP Forms and items requested.
14. MWSB Program Requirements. Offeror must complete the MWSB requirements as per Section VI.

The Authority reserves the right to require the Offeror's most recent audited financial statement(s) for up to three (3) years. The Authority reserves the right to require the Offeror to provide evidence of authorization to do business in the State of North Carolina. If the Offeror is not registered with the NC Secretary of State, the Offeror shall provide a copy of its registration in its state of domicile. The Authority reserves the right to require the Offeror to provide its current Certificate(s) of Insurance as outlined in the Sample Agreement.

The Contractor shall treat all work product and any other information or knowledge of the Authority related to the specifications and/or scope of services, in any form whatsoever, as confidential information of the Authority and shall not disclose or make same available to any third party without the Authority's advance written consent.

The Proposal must also include all required forms as provided in Section XII REQUIRED FORMS.

Offeror is to furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this solicitation, each Offeror shall submit with their proposal sketches, descriptive literature and/or complete specifications covering the services offered. Reference to literature submitted with a previous offer will not satisfy this provision. Proposals that do not comply with these requirements will be subject to rejection.

The Authority is exempt from Federal Taxes, such as excise and transportation. Exemption is claimed under Registry No. 56-70-0047K as provided by Chapter 23 of the Internal Revenue Code. Prices offered shall not include any applicable North Carolina and county sales and use taxes. However, sales and use taxes may be shown as separate items if applicable.

#### **F. Selection and Award Process**

1. "Best Value" procurement methods are authorized by N.C.G.S. §143-135.9. The award decision shall be made based on multiple factors, including, as applicable: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Offeror's proposal; the Offeror's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance.
2. A tradeoff/ranking method of source selection will be utilized in this procurement to allow the Authority to award the contract to the Offeror providing the lowest cost, responsive and responsible bidder, and recognizing that method may result in award

other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

The evaluation committee may request clarifications, an interview with or presentation from any or all Offerors. However, the Authority may refuse to accept, in full or partially, the response to a clarification request given by any Offeror. Offerors are cautioned that the evaluators are not required to request clarifications; therefore, all proposals should be complete and reflect the most favorable terms. Offerors should be prepared to send qualified personnel to RDU Airport, North Carolina, to discuss technical and contractual aspects of the proposal.

### 3. Top-Ranked Offeror

Should the evaluation process have resulted in a top-ranked proposal, the Authority may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, the Authority may then go down the line of remaining Offerors, according to rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

### 4. Best and Final Offers (BAFO)

At its sole discretion, the Authority may request individual Offerors provide BAFO's. Failure to deliver a BAFO when requested may disqualify the non-responsive Offeror from further consideration. The Authority may establish a competitive range based upon evaluations of proposals, and request BAFOs from the Offerors within this range; e.g. "Finalist Offerors." The Authority will evaluate BAFOs and add any additional points to the Offerors' respective scores. Points awarded from oral presentations and product demonstrations during negotiations, if any, will be added to the previously assigned points to attain final scores. It is entirely within the discretion of the Authority whether to conduct negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. The Authority is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom the Authority wants to negotiate, and to dispense with negotiations entirely.

### 5. General Evaluation Process

An Authority procurement representative responsible for this RFP will review all Proposals for format and completeness. The Authority normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, the Authority will continue to evaluate the

Proposal. All timely, complete, and properly formatted Proposals are then forwarded to an Evaluation Committee, which the procurement representative will chair. All proposals will be initially classified as being responsive or non-responsive. If a Proposal is found non-responsive, it will not be considered further. The Evaluation Committee will rate the Proposals submitted in response to this RFP based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Proposal shall have specific page numbers and sections stated in the reference.

The Evaluation Committee will evaluate and score each Proposal that the procurement representative has determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this part of the RFP. An attachment to this RFP may further refine these criteria, and the Authority has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

To be eligible for consideration, an Offeror must meet the intent of all mandatory requirements. Compliance with the intent of all requirements will be determined by the Authority. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to score reductions during the evaluation process or may be deemed non-responsive. Further, a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

## 6. Proposal Evaluation Criteria

Technical evaluation criteria includes the following;

- i. Offeror must demonstrate the capability to perform all of the anticipated services on time, along with recent experience on comparable airport projects.
- ii. Satisfactory quality of completed projects previously undertaken.
- iii. Content of, insight and approach to developing a strategic plan as well as the description of the firm's management and organizational approach and work plan on how the team proposes to successfully accomplish the tasks on schedule and within budget.
- iv. Examples of Offeror's experience, relationships and staff that provided successful, results-oriented projects of similar size and scope.
- v. The extent and success of previous work provided to organizations similar in nature to the services required herein, including but not limited to the references provided by Offeror that reflect the experience and level of service required by the Authority.
- vi. Offeror shall provide key personnel's qualifications and experience in airport car rental consulting and lease negotiations and the rationale for key personnel's selection. Must be able to provide information detailing established relationships

with airports and car rental officials. Plans for managing the project. Quality control plan and methodology to ensure compliance with, and achievement of, scope of work/services tasks.

- vii. Offeror Profile and buying experience including examples of completed projects.
- viii. Best overall value and cost of services.
- ix. MWSB response (per Section VI).

## 7. Final Stages of Evaluation

The Offeror with the highest evaluation from all phases of the evaluation (Technical + Cost) will be recommended for the next phase of the evaluation. If the Authority finds that multiple Proposals should be given further consideration, the Authority may select one or more of the highest-ranking Proposals to move to the next phase. The Authority may alternatively choose to bypass any or all subsequent phases and make an award based solely on the proposal evaluation phase.

## 8. Interview/ Oral Presentations

Interviews and/or oral presentations with Offerors may be held at the option of the Authority. The Authority reserves the right to select a responsive, responsible Offeror or Offerors on the basis of the best value that is most advantageous to the Authority. Offerors who submit proposals will be notified of the selection results. Final recommendation of any selected Contractor is subject to the formal approval of the Authority.

## 9. Notice of Award and Right to Reject/Withdraw

The Authority will notify the successful Contractor of the Award in writing.

If the successful Contractor defaults or otherwise is unable to enter into a contract with the Authority, then the Authority reserves the right to begin negotiations with the next highest ranked Offeror. The successful proposing Offeror will have fourteen (14) calendar days after receipt of the notification of Award to furnish any required additional submissions including the performance and payment bonds required herein, if applicable.

The Authority may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that the Authority believes is excessive in price or otherwise not in its interests to consider or to accept. The Authority reserves the right to reject any proposal as non-responsive if the proposal fails to include any of the required information in the specified order.

If all proposals are rejected, the Authority Contact will notify all Offerors that all proposals on the project were rejected.

The Authority reserves the right to reject any and all proposals, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service

offered; non-compliance with the requirements or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the Authority; cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the Authority.

The Authority reserves the right to cancel this RFP, if it is determined to be in the best interest of the Authority to do so. In addition, the Authority may reject all the Proposals, and seek to do the project through a new RFP or by other means.

### **SECTION III CONRAC PROJECT INFORMATION**

InterVISTAS Consulting, Inc. and a project management team, Parsons Transportation Systems, were contracted by the Authority to plan for the development of the CONRAC Program. The team has completed the concept design of the CONRAC Program and an overall programmatic schedule is under development. All current Rental Car Operating Agreements will expire on September 30, 2026.

The Airport's Rental Car program consists of 11 car rental brands that are consolidated under leases with four major brand families: Hertz Corporation, Enterprise Holdings, Inc., Avis Budget Car Rental, LLC and Advantage OPCO, LLC. The rental car companies currently operate from eight (8) remote lots on airport property and passengers are bussed to each terminal using shuttle buses provided by the rental car companies. The CONRAC Program will eliminate the process of transporting the passengers to and from the terminals thereby easing the traffic and curbside congestion. The airport has no rental car customer counters or kiosks in either terminal.

The scope of the overall CONRAC Program will be further defined beyond concept design and in consultation with the current car rental agencies and other stakeholders, may include the following:

- Rental Car Center:
  - Customer Counters
  - Queue space
  - Rental car "back of house" offices and exclusive space for support services
  - Restrooms
  - Storage areas
  - Common circulation and walkways
  - Customer information systems
- Rental Car Ready/Return Areas

- Customer service offices and booths
  - Vehicle staging areas
  - Ready parking stalls
  - Return lanes
  - Exclusive exit booths
  - Customer service kiosks
  - Security
  - Dedicated ingress and egress ramps for customers
- Rental Car Quick Turn Around (QTA) facility, exclusive use and/or common use
  - Vehicle fueling system
  - Fuel storage
  - Fuel islands
  - Electric vehicle charging stations
  - Carbon monoxide exhaust system
  - Wash bays
  - Vehicle wash systems
  - Waste water management systems
  - Hazardous material capture and accountability systems
  - Vacuum systems/stations
- Exclusive Use Vehicle Light Maintenance Bays (CONRAC or Remote Storage Lot or both)
  - Tire change
  - Oil change
  - Oil/waste oil storage
  - Parts and material storage areas
  - Other light maintenance
- Traffic Planning
  - Passenger access to and from both Terminal 1 and 2
  - Rental car service vehicle access to and from the CONRAC
  - Rental car customers vehicle ingress and egress to/from the CONRAC with minimal interference with current landside operations at both terminals
- Related Infrastructure and facilities
  - Passenger/baggage check-in facilities
  - Remote storage lot for vehicles
  - Dedicated, limited access roadway system linking the remote lot to the central terminal environment
- Public Parking
  - Opportunities for additional public parking in the airport's parking garage structure.

- Separate Ground Transportation Center

## **SECTION IV    QUALIFICATIONS OF OFFEROR**

Offeror shall have a minimum of 5 years professional experience in the airport rental car industry and understand the concepts and requirements of developing an operating rental car agreement for a CONRAC facility. Assigned project team members shall possess a minimum of 3 years professional experience with background in research necessary to negotiate the lease strategies and business concepts for a CONRAC facility. A short bio of each team member shall be included in Offeror's Proposal.

## **SECTION V    SCOPE OF WORK**

The Raleigh-Durham Airport Authority is seeking a qualified Contractor to provide consulting services described herein.

Use of any subcontractors by the Contractor shall be approved in advance by the Authority. The Contractor shall provide documentation for meeting required MWSB goals, as stated herein.

The Authority seeks proposals for the following services:

- Review benchmarks of airports with a CONRAC Program for financial terms including methodologies for establishing MAG & selecting percentage fees and other business/financial related terms for a CONRAC.
- Draft a Memorandum of Understanding for existing rental car companies at RDU.
- Draft and finalize a rental car operating agreement.
- Coordinate outreach meetings among other related responsibilities with existing Rental Car brands to manage the administrative efforts of the negotiation process.
- Establish an effective negotiation strategy and support the Authority with negotiations as it relates to the overall lease structure to include the lease term, space, financial and business terms, facility maintenance and improvements, Minimum Annual Guarantee (MAG) and percentage fees.
- Develop a reallocation strategy for the existing rental car companies.
- Assist the Authority with establishing criteria for new entrants to the market. If required, draft RFP or other form of solicitation document for new entrants.
- Establish space allocation for new entrants.
- Develop a timeline for rental car companies from the negotiation process to the final execution and board approval of the operating rental car agreement.

The Authority has engaged a financial consultant team to review financial options for CONRAC Program construction; therefore, the successful Offeror will not be required to provide such services but will be required to work with the financial team in areas relating to the business and financial aspects of the rental car operating agreement and for the CONRAC Program.

## **SECTION VI CONTRACT TERM**

This contract shall be for a three (3) year period beginning on the date of contract award. The Authority shall have the option of extending the contract for two (2) additional one (1) year terms. The Authority shall give the Contractor written notice of its intent to renew no less than ninety (90) calendar days prior to the expiration and if the Authority elects to renew, the terms of said renewal shall be specified in writing as part of the written notice. Contractor shall respond within thirty (30) calendar days of this notice with any exceptions or changes to the original contract terms. The exceptions shall be negotiated between the Authority and the Contractor during the remaining sixty (60) calendar days of the notice period. If there are no exceptions taken or, upon mutual contract of the parties concerning renewal terms, the Contractor shall sign the renewal notice and send it back to the Authority. The total term of this contract, including all renewals, shall not exceed five (5) years.

## **SECTION VII APPROPRIATIONS**

Contractor agrees and understands that payment as specified in the resulting contract for the period set forth herein, or any extensions or renewal thereof is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose and the contract shall automatically terminate upon depletion of such funds.

## **SECTION VIII INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT**

The total quantity of any individual item(s) or services under this contract is not known and the Authority does not imply nor guarantee any minimum amount of purchases or spend.

## **SECTION IX NON-EXCLUSIVENESS OF CONTRACT**

At any point during the term of the contract the Authority reserves the right to enter into other contracts with this or other contractors to obtain the same or similar goods and services when it is deemed to be in the best interest of the Authority.

## **SECTION X FIXED PRICING**

Pricing, fees, and percentage discounts are to be fixed for the term of the Contract.

## **SECTION XI MINORITY AND WOMEN-OWNED SMALL BUSINESS PROGRAM**

It is the policy of the Authority that neither the Authority, its contractors, service providers, subcontractors nor vendors, shall discriminate on the basis of race, color, religion, national origin, or gender in the award and performance of contracts, subcontracts and purchases. The Authority awards contracts without regard to race, religion, color, creed, national origin, gender, age or handicapping condition.

The Authority has established a Minority and Women-Owned Small Business Program ("MWSB Program") to encourage equal opportunity for MWSBs to compete for employment as contractors, subcontractors, suppliers and service providers. It is also the Authority's policy to remove barriers which may exist for MWSBs to compete for contracts, subcontracts and procurement awarded by the Authority. Additional information concerning the Authority's MWSB Program may be found on the internet at <http://www.rdu.com/business/smallbusiness.html>.

The MWSB Goals for MWSB participation on this contract represent the total dollars that will be spent with MWSBs as a percentage of the total contract amount, including any change orders and contingency. In accordance with the MWSB Program, the Authority will require that the selected Contractor must either meet the MWSB goals or demonstrate that the Contractor has made sufficient good faith efforts to meet the MWSB goals.

#### **A. Minority and Women-Owned Small Business Program**

A Minority or Women-Owned Small Business (MWSB) is a firm which has been certified by an approved agency to meet the following criteria: A small business, as defined by the Small Business Administration size standards, that is at least fifty-one percent (51%) owned, and controlled by one or more socially and economically disadvantaged individuals. The following individuals are presumed to be socially and economically disadvantaged: Black Americans; Hispanic Americans; Asian Americans; Native Americans; and Women. Contractors which are not owned by members of these groups may not be utilized to achieve MWSB Goals in Authority contracts.

#### **B. MWSB Goals**

The MWSB Goals for MWSB participation on this contract represent the total dollars that will be spent with MWSBs as a percentage of the total contract amount, including any change orders and contingency. The MWSB Goals are as follows:

**MB Goal: The goal for minority-owned business participation is: 7%**

**WB Goal: The goal for woman-owned business participation is: 4%**

In order to comply with the MWSB Program requirements, a Contractor must either meet the MWSB Goals or demonstrate that the Contractor has made sufficient good faith efforts to meet the MWSB Goals. If the Contractor does not meet the MWSB Goals, it shall nevertheless be eligible for award of the contract if it can demonstrate to the Authority that it has made good faith efforts to meet the MWSB Goals.

### **C. MWSB Program Provisions**

All Contractors shall agree by the submission of a proposal for this project that MWSBs have the maximum opportunity to participate in the performance of contracts and subcontracts. All Contractors are hereby notified that failure to carry out the obligations of the MWSB Program will constitute a breach of contract, and the Authority will take any and all actions permitted by law to ensure compliance by all Contractors engaged by it. Failure to meet the MWSB Goals or to make a good faith effort to meet the MWSB Goals and to adequately document such efforts to the Authority will be grounds for disqualifying a proposal as non-responsive. Contractors specifically agree to comply with all applicable provisions of the MWSB Program and any amendments thereto.

Contractors are encouraged to refer to the MWSB Program which is posted on the Authority's website: <http://www.rdu.com/business/smallbusiness.html>.

### **D. MWSB Program – Accepted Certifications**

Currently, the following certifications may be utilized towards achieving MWSB Goals:

1. DBE – N.C. Department of Transportation: Disadvantaged Business Enterprise;
2. SBA 8(a) – Small Business Administration: SBA 8(a) Business Development;
3. WOSB – Women's Business Enterprise National Council: Women Owned Small Business

Furthermore, the Authority will accept the following certifications with appropriate supplemental documentation:

1. HUB – N.C. Department of Administration Office for Historically Underutilized Businesses;
2. CMSDC/ NMSDC – Carolinas/National Minority Supplier Development Council, or any affiliate council;
3. NAWBO – National Association of Women Business Owners.

Offerors with these certifications must submit the Small Business Verification form and supplemental documentation to the Small Business Program Office prior to submitting the proposal for the purpose of evaluating achievement of MWSB Goals or good faith efforts.

### **E. Required Documentation in Proposal Submission**

The Offeror shall prepare a written statement that demonstrates the Offeror understands the MWSB Program requirements and describes the Offeror's plan to meet or exceed the MWSB Goals or demonstrate a good faith effort to meet the MWSB Goals. The statement shall include:

1. Offeror's commitment that it will meet the requirements of the Authority's MWSB Program and that the Offeror will make good faith efforts to subcontract the percentage of the dollar value of the contract with minority-owned small businesses

and at least the percentage of the dollar value of the contract with woman-owned small businesses, as provided under MWSB Goals above.

2. Name and contact information for each proposed MWSB subcontractor including a list of proposed key personnel and principals for each subcontractor.
3. Offeror's commitment to use the MWSB subcontractors listed in the proposal as submitted.
4. The proposed role and description of work for each proposed MWSB subcontractor, including an estimated MWSB participation (percentage) for each subcontractor based on the Scope of Services identified in the solicitation.

Offerors may also provide written confirmation (i.e. a letter of intent, signed by the MWSB subcontractor) from each MWSB subcontractor submitted in the proposal that it may be participating in the Agreement.

Offerors may be evaluated on the level and quality of participation attained for MWSBs. The successful Contractor's MWSB commitment will be incorporated into the Agreement and will be enforceable under the terms of the Agreement. Offerors shall be solely responsible for confirming experience, capacity, and MWSB eligibility of subcontractors related to this solicitation.

#### **F. Good Faith Effort Documentation**

Each Offeror shall submit documentation which demonstrates that it made good faith efforts to meet each portion of the MSWB Goals. The requirement to submit documentation that the goal has been met or good faith documentation in the manner prescribed by the Authority is considered a matter of responsiveness. Further, Offerors who do not meet the MWSB Goals may be required to provide additional evidence of its good faith effort. Efforts that are merely pro-forma are not good faith efforts to meet the requirements of the MWSB Program.

The Authority shall be the sole arbiter to determine if an Offeror has made a reasonable good faith effort toward MWSB participation in its proposal. The Authority will also consider if, given all relevant circumstances, the Offeror's efforts could reasonably be expected to produce a level of MWSB participation sufficient to meet the goal. The Authority will consider the quality, quantity and intensity of the different kinds of efforts an Offeror has made. In evaluating an Offeror's good faith efforts submission, the Authority will only consider those documented efforts that occurred prior to the good faith effort submission. The Authority reserves the right to reject any and all proposals submitted and to reject the proposal of any Offeror who fails to make a good faith effort and submit timely, satisfactory evidence of its good faith effort. If good faith effort documentation is requested, it shall include a specific response and supplementary documents regarding the Offeror's efforts regarding the following:

1. Selecting portions of the work to be performed by MWSBs in order to increase the likelihood that the MWSB goals will be achieved.
2. Negotiating in good faith with interested MWSBs. Evidence of such negotiation includes the names, addresses, and telephone numbers of MWSBs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for MWSBs to perform the work. The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Contractor of the responsibility to make good faith efforts. Proposing Offerors are not, however, required to accept higher quotes from MWSBs.
3. Not rejecting MWSBs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
4. Any other evidence that the Offeror submits which shows that the Offeror has made reasonable good faith efforts to meet the MWSB goal.

#### **G. MWSB Program Requirements**

1. Following the submission of the proposals, no change shall be made in any of the MWSB contractors or subcontractors proposed to be engaged by the Offeror without the prior written consent and approval of the Authority.
2. If the Offeror proposes to terminate or substitute a MWSB after submitting a proposal, the Offeror must make good faith efforts to find a substitute MWSB for the original MWSB to meet its MWSB commitment. Its good faith efforts shall be directed at finding another MWSB to perform or provide at least the same amount of work, material or service under the Agreement as the original MWSB to the extent necessary to meet its MWSB commitment. The Offeror must give the MWSB notice in writing, with a copy to Authority, of its intent to request to terminate and/or substitute, and the detailed reasons for the request. All substitutions shall be coordinated with and approved by the Authority prior to being made.
3. The Contractor has a continuing obligation to meet the MWSB utilization to which it committed at contract award, inclusive of change orders, amendments, and modifications.
4. The Contractor shall maintain records and submit monthly reports of MWSB payments, concurrent with the Contractor's submission of payment requests with each invoice. The report shall include a certification by the Contractor and MWSBs regarding payment to each MWSB subcontractor for the prior month's work. These reports will be certified as true and correct by an appropriate Contractor official. To ensure that the Contractor meets its MWSB commitments, the Authority will review

the Contractor's MWSB utilization throughout the term of the contract, including any term extensions of the original contract period, and/or commitment revisions due to scope modifications.

5. Upon the Authority's request, the Contractor shall provide Authority access to contracts, books, records, accounts and personnel needed for MWSB compliance review. Such access will be used for, among other purposes, determining MWSB participation and compliance with the MWSB Program. Determination(s) regarding Contractor's compliance with the MWSB Program may be considered and have a bearing on consideration of the Contractor for award of future contracts.

Questions concerning the MWSB Program can be addressed to the Authority's Small Business Program Officer, Ms. Thiané Carter via e-mail at [thiane.carter@rdu.com](mailto:thiane.carter@rdu.com) or via telephone at (919) 840-7712.

[REMAINDER OF THIS PAGE INTENTIONALLY BLANK]

## **SECTION XII REQUIRED FORMS**

Complete all forms as appropriate and submit per the schedule described in Section II. Proposals which do not include the required forms may be deemed non-responsive.

- A. Request for Proposals Acknowledgement**
- B. Proposal Pricing Form**
- C. Proposal Execution & Debarment Certification**
- D. Qualifications and Contractor Requirements**
- E. E-Verify Certification**
- F. Iran Divestment Act Certification of Eligibility**
- G. Supplier Survey & W-9 Form**



## REQUEST FOR PROPOSALS ACKNOWLEDGMENT

**SUBMIT VIA E-MAIL PER SECTION I. PART C**

**A. Acknowledgment**

The Offeror hereby certifies receipt of the Request for Proposals for **Qualified Airport Consultant for CONRAC Project (#554-RFP20-3005-DSP)**. This form should be completed upon receipt of the Authority's Request for Proposals and emailed to the Authority Contacts as listed in **Section I** on or before the date set forth in the RFP Schedule above.

---

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

**Authorized Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

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

**Contact E-mail Address:** \_\_\_\_\_

RFP NO.

**FORM A**



## PROPOSAL PRICING FORM

### FORM B: Proposal Pricing Form

The Offeror shall provide a detail breakdown of Services and detailed line item costs associated with the Service(s) including expenses to be charged for performing the services necessary to accomplish the tasks included in the Scope of Work for all proposed team members, any expenses necessary to accomplish the tasks and to produce the deliverables under the objectives of this contract. Submit a fully detailed budget including staff costs, hourly rates for all proposed team members, any expenses necessary to accomplish the tasks and produce the deliverables under this contract.



## PROPOSAL EXECUTION FORM & DEBARMENT CERTIFICATION

### PAGE 1 OF FORM C

**RFP NAME: Qualified Airport Consultant RFP NUMBER: 554-RFP20-3005-DSP  
for CONRAC Project**

**FULL LEGAL NAME OF OFFEROR:** \_\_\_\_\_

**PRINCIPAL OFFICE ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE NUMBER AND EMAIL:** \_\_\_\_\_

**HOW DID YOU LEARN ABOUT THIS RFP? PLEASE CHECK ALL THAT APPLY:**

DIRECT EMAIL  STATE OF NC IPS (Interactive Purchasing System)  RDUAA WEB SITE  OTHER \_\_\_\_\_

#### **A. PROPOSAL FORMS**

All of the Offeror's completed required Exhibits, Attachments and Forms within this RFP.

#### **B. NON-COLLUSION AFFIDAVIT**

In submitting this Proposal, Offeror hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no person other than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company or parties submitting a Proposal in response to this RFP; and that it is in all respects fair and in good faith without collusion or fraud. Offeror represents to the Authority that, except as may be disclosed in an Addendum hereto, no Board member, officer, employee or agent of the Authority presently has any interest, either directly or indirectly, in the business of Offeror, and that any such officer, employee or agent of the Authority having a present interest in the business of Offeror shall not have any such interest at any time during the term of the Agreement should it be awarded to the Offeror.

#### **B. ACKNOWLEDGEMENT OF ADDENDA**

Offeror further declares that it has examined the RFP including all Forms, Attachments, Exhibits and Addenda, as acknowledged below, and that he/she has satisfied himself/herself relative to the requirements, procedures and rights of this RFP. Acknowledgment is hereby made of receipt of the following Addenda (identified by number) since issuance of the RFP.

The Offeror hereby acknowledges receipt of Addenda as indicated below. Failure to do so does not relieve the Contractor from compliance with modifications provided in all Addenda issued by the Authority pertaining to this RFP.

Addendum Number	Date	Initials

**C. OFFER AND ACCEPTANCE**

This solicitation advertises the Authority's needs for the services and/or goods described herein. The Authority seeks proposals comprising competitive proposals offering to sell the services and/or goods described in this solicitation. All proposals and responses received by the Authority shall be treated as offers to contract by the Offeror and must be consistent with the attached form of Services Agreement. The Authority's acceptance of any proposal must be demonstrated by the Authority's execution of such Services Agreement. Acceptance shall create a contract having an order of precedence among terms as follows: (1) Special terms and conditions specific to this RFP; (2) the Services Agreement as executed by both Parties; (3) Best and Final Offers (BAFO), if any; and (4) the awarded Contractor's proposal.

In compliance with this RFP, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are submitted, at the prices offered herein, within the time specified herein subject to the Services Agreement.

The person executing the Proposal, on behalf of the Contractor, being duly sworn, solemnly swears (or affirms) that:

- (1) he/she is fully informed regarding the preparation, contents and circumstances of the Proposal,
- (2) that neither he/she, nor any official, agent or employee of the Contractor has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competition in connection with any Proposal, bid, or Contract,
- (3) that the Contractor has not been convicted of violating North Carolina General Statute §133-24 within the last three years, and
- (4) that the Contractor intends to do the work with its own bona fide employees or subcontractors and is not submitting a Proposal for the benefit of another Contractor.

In addition, execution of this proposal in the proper manner also constitutes the Offeror's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

**This Proposal is valid for one-hundred-eighty (180) days from the RFP due date.**

**D. DEBARMENT CERTIFICATION**

1. Offeror certifies that to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, City or County department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Offeror is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

**E. VERIFICATION AND CERTIFICATION OF AUTHENTICITY OF PROPOSAL**

Submission of this Proposal is the duly authorized official act of the Offeror and the person(s) executing this Proposal and is in accordance with the terms and conditions as set forth in the RFP. The Offeror is duly authorized and designated to execute this Proposal on behalf of and as of the official act of Offeror, this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**EXECUTION OF PROPOSAL DOCUMENT AND DEBARMENT CERTIFICATION**

I certify that I have the authority to bind the Offeror:

**NAME      OF      AUTHORIZED  
OFFICIAL**

---

**TITLE OF AUTHORIZED OFFICIAL**

---

**SIGNATURE OF AUTHORIZED  
OFFICIAL**

---

**DATE OF SUBMISSION**

---



## FORM D: CONTRACTOR REFERENCES AND WORK HISTORY

All statements contained herein must be true and correct. Any omissions or inaccuracies may result in the rejection of this Proposal by the Authority. Offerors should note that some responses require separate sheet(s) for response. Those responses should be appropriately marked corresponding to the question. Offerors should use as many additional sheets of paper as necessary to completely answer the question.

All of the information requirements in this are required for Offerors and all subcontractors identified in the Proposal. Therefore, the use of the term "Contractor" in this form applies to Contractors and all subcontractors of the Contractor that will be involved in the performance of the Work pursuant to the Agreement.

### A. REFERENCES

Offeror must show the following:

- They currently and have been providing similar services continuously for the past five (5) years;

Information may be provided in the chart below or on a separate sheet of paper as needed.

Client Name Contact Name Contact Phone/ E-Mail / Physical Address	Start Date	End Date	Project Description

**PAGE 2 OF FORM D**

**B. OFFEROR HISTORY**

1. Has Offeror ever been subject to claims, actions, demands, suits or other litigation (collectively litigation) brought by any airport owner/operator or others over non-payment of rent or fees, or non-performance of similar Work as that requested under this RFP ? Yes ( ) No ( ).

If the answer is "Yes," attach a detailed explanation of the nature and result of such litigation.

2. Does the Offeror have any past due arrearages or is in breach of contract with any previous or existing contract with the Authority?  
Yes ( ) No ( ).
3. Has Offeror declared bankruptcy in the past ten (10) years? Yes ( ) No ( ).

If the answer is "Yes," attach a detailed explanation including the date of filing, the jurisdiction (state and court), the amounts of assets and liabilities and the disposition of that action.



## E-VERIFY CERTIFICATION

This E-Verify Certification is provided to the Authority by the company signing below ("Company") as a prerequisite to the Authority considering Company for award of the Agreement.

1. Company understands that:
  - a. E-Verify is the Federal program operated by the United States Department of Homeland Security and other Federal agencies to enable employers to verify the work authorization of employees pursuant to Federal law, as modified from time to time.
  - b. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers that transact business in this state and employ 25 or more employees in this state to: (i) verify the work authorization of employees who will be performing work in North Carolina through E-Verify; and (ii) maintain records of such verification (the "E-Verify Requirements").
  - c. North Carolina General Statute 160A-201(b) prohibits the Authority from entering into contracts unless the contractor and all subcontractors comply with the E-Verify Requirements.
2. As a condition of being considered for the Contract, Company certifies that:
  - a. If Company has 25 or more employees working in North Carolina (whether now or at any time during the term of the Contract), Company will comply with the E-Verify Requirements in verifying the work authorization of Company employees working in North Carolina; and
  - b. Regardless of how many employees Company has working in North Carolina, Company will take appropriate steps to ensure that each subcontractor performing work on the Contract that has 25 or more employees in North Carolina will comply with the E-Verify Requirements.
  - c. Company acknowledges that the Authority will be relying on this Certification in entering into the Contract, and that the Authority may incur expenses and damages if the Authority enters into the Contract with Company and Company or any subcontractor fails to comply with the E-Verify Requirements. Company agrees to indemnify and save the Authority harmless from and against all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines and penalties (collectively "Losses") arising directly or indirectly from violation of the E-Verify Requirements by Company or any of its subcontractors, including without limitation any Losses incurred as a result of the Contract being deemed void.

---

**Company Name**

---

**Signature of Company's Authorized Representative**

---

**Date**

---

**Print Name:**

---

**Title:**



**IRAN DIVESTMENT ACT CERTIFICATION OF ELIGIBILITY  
UNDER THE IRAN DIVESTMENT ACT**

As provided in G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 *et seq.*\* requires that each Vendor, prior to contracting certify, and the undersigned on behalf of the Vendor does hereby certify, to the following:

1. that the Vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. that the Vendor shall not utilize on any contract with the agency any subcontractor that is identified on the Final Divestment List; and
3. that the undersigned is authorized by the Vendor to make this Certification.

---

**Company Name**

---

**Signature of Company's Authorized Representative**

---

**Date**

---

**Print Name:**

---

**Title:**

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>, which will be updated every 180 days.

Note: Enacted by Session Law 2015-118 as G.S. 143C-55 *et seq.*, but renumbered for codification at the direction of the Revisor of Statutes.



## SUPPLIER SURVEY AND W-9 FORM

Offeror must complete, and insert the Authority's Supplier Survey and W-9 Form found by accessing the following link:

[http://www.rdu.com/wp-content/uploads/2014/11/MWSB-Vendor-Registration\\_May-2016.pdf](http://www.rdu.com/wp-content/uploads/2014/11/MWSB-Vendor-Registration_May-2016.pdf)

**SERVICE AGREEMENT BETWEEN  
THE RALEIGH-DURHAM AIRPORT AUTHORITY AND**

---

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the RALEIGH-DURHAM AIRPORT AUTHORITY, a public body chartered by the General Assembly of North Carolina under Chapter 168 of the 1939 Session Laws, as amended, whose address is 1000 Trade Drive, Post Office Box 80001, RDU Airport, North Carolina, 27623, hereinafter referred to as the "Authority," and \_\_\_\_\_, whose address is \_\_\_\_\_, \_\_\_\_\_, hereinafter referred to as the "Contractor."

**WITNESSETH:**

THAT WHEREAS, the Authority desires to obtain the services of the Contractor to provide \_\_\_\_\_ services as further described herein;

WHEREAS, the Contractor has represented to the Authority that it is fully qualified to provide and capable of providing such services in a competent manner; and

WHEREAS, the Authority desires to engage the Contractor to provide such services.

NOW, THEREFORE, the Authority and the Contractor, for and in consideration of the mutual covenants and agreements hereinafter set forth, do hereby agree as follows:

**I. SCOPE OF SERVICES AND TERM**

Subject to the provisions for early termination as set forth herein, the Contractor agrees that it will perform the services enumerated in the scope of services attached hereto as Exhibit A and incorporated herein by reference (the "Scope of Services") for a term of \_\_\_\_\_ beginning \_\_\_\_\_, 20\_\_\_\_ through \_\_\_\_\_, 20\_\_\_\_ (the "Term"). The maximum payment for the Term is set forth in Section II(a). All work shall be diligently performed by the Contractor in an economical, expeditious and professional manner.

**II. PAYMENTS**

(a) The Authority will pay the Contractor for services rendered by its personnel associated with the performance of the Scope of Services in the maximum amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_\_).

(b) All invoices shall be submitted by the Contractor to the Authority at monthly intervals on or within ten (10) days following the first day of each calendar month. Each

invoice shall detail each fee, subject to the limitations described herein. Each invoice shall be accompanied by such documentation as may be requested by the Authority to fully support the claims for payment made. If applicable each invoice shall include a record of payments to Minority and Women-Owned Small Businesses ("MWSB"), as applicable. Credit for previous payments on account by the Authority shall be recognized on the invoice. Any items that are disputed by the Authority will be so identified by the Authority. The Authority shall pay the undisputed amount certified by the Contractor on or before the last business day of the month, but an invoice shall not be deemed past due until not paid within fifteen (15) days thereafter.

(c) In the event that the Authority disputes the Contractor's invoice(s) and documentation, or any portion thereof:

- (1) the Authority will identify the disputed items and pay any undisputed items pursuant to Section II(b);
- (2) the Contractor shall continue to perform the Scope of Services and to meet the requirements of this Agreement, even in the absence of an agreement regarding the disputed items;
- (3) the parties may reserve all rights related to the disputed items;
- (4) the parties shall negotiate the disputed items in good faith;
- (5) at any time during said negotiations, either of the parties may refer the matter to a mediator certified by the North Carolina Dispute Resolution Commission and agreed upon by the parties; and
- (6) any disputed item that is not resolved during negotiations and/or mediation may be referred by either party to the Wake County Superior Court for resolution, which shall have exclusive jurisdiction.

(d) The Contractor's final invoice shall be so-identified, shall state the total amount which the Contractor claims to be due, and shall reflect that the Contractor will have received full compensation for all services pursuant to this Agreement upon payment of such invoice by the Authority. Said final invoice shall be submitted by the Contractor to the Authority within thirty (30) days after the date of the final services provided by Contractor to the Authority. The Contractor's acceptance of payment pursuant to such final invoice shall constitute a full release of the Authority for any and all claims and payments due or claimed to be due by the Contractor under this Agreement. The maximum payment and/or the maximum fees detailed in Section II(a) are subject to adjustment under Section IV for any expansions or reductions in the scope of work authorized by the Authority pursuant to Section III. Under no circumstances will the Authority provide any payments to the Contractor in excess of the maximum payment as detailed herein except as provided in Section III.

### III. EXPANSION/REDUCTION OF SCOPE OF SERVICES

(a) The Authority may, at any time, change the Scope of Services to meet its needs. In the event that such a change would reduce or increase the payment(s) due the Contractor as detailed in Section II, the Authority shall notify the Contractor in writing not later than thirty (30) days before it is to be made, clearly describing the same therein, and request that the Contractor submit to the Authority within ten (10) business days of receipt of said notice a written statement setting forth the amount of the reduction or increase in cost the Contractor believes is associated with such change, supported by such documentation related thereto as may be requested by the Authority. The Authority shall review the Contractor's statement of cost and documentation, and shall notify the Contractor in writing of its approval or rejection of such statement, or any part thereof, within ten (10) business days following receipt of said statement. In the event that the Authority rejects the Contractor's statement of cost, or any portion thereof:

- (1) the Authority may proceed to change the Scope of Services, or any portion thereof, even in the absence of an agreement regarding the resulting reduction or increase in the payment(s) due to the Contractor;
- (2) the parties may reserve all rights related to the change in the Scope of Services and the resulting reduction or increase in the payment(s) due to the Contractor;
- (3) the parties shall negotiate the resulting reduction or increase in the payment(s) due to the Contractor in good faith;
- (4) at any time during said negotiations, either of the parties may refer the matter to a mediator certified by the North Carolina Dispute Resolution Commission and agreed upon by the parties; and
- (5) any dispute related to the change in the Scope of Services and the resulting reduction or increase in the payment(s) due to the Contractor that is not resolved during negotiations and/or mediation may be referred by either party to the Wake County Superior Court for resolution, which shall have exclusive jurisdiction.

(b) The Contractor shall not be entitled to payment for any services other than those services set forth in Exhibit A, unless prior to commencement of any additional services it shall have (1) submitted to the Authority a written statement of cost with respect to the proposed additional services in the form required by the Authority and (2) received written approval and instructions from the Authority to undertake such additional services. In no event shall the Contractor alter the Scope of Services without the Authority's prior written approval.

### IV. ADJUSTMENTS TO PAYMENTS

- (a) If the Scope of Services is reduced by the Authority in accordance with Section III hereof, the Maximum Payment which may be paid to the Contractor shall be decreased by the amount of the reduction in the payments due the Contractor as shown in the statement required to be furnished to and approved in writing by the Authority pursuant to Section III of this Agreement.
- (b) If additional services by the Contractor are requested and approved by the Authority in accordance with Section III hereof, the Maximum Payment which may be paid the Contractor shall be increased by the amount of the payments due for such additional work as shown in the statement required to be furnished to the Authority and approved in writing by the Authority pursuant to Section III of this Agreement.

#### V. OWNERSHIP OF WORK PRODUCT

- (a) The Authority shall be the legal owner of all Work Product. Work Product means all information which the Contractor prepares or obtains in performing the Scope of Services, or which are related to the Scope of Services, except: (1) information in the public domain prior to the execution of this Agreement; (2) information which becomes part of the public domain without any breach of this Agreement; and (3) information in the Contractor's lawful possession prior to the execution of this Agreement. Information means any writing or other source of recorded information of whatever nature and by whatever means recorded and whether or not claimed to be subject to copyright including without limitation: drawings, specifications, written memoranda, raw and interpreted data, notes, records, interoffice communications, policies, procedures, manuals, audits, analyses, surveys, correspondence, reports, minutes, diaries, books, manuscripts, sound recordings, microfilm, computer printouts, drawings or other graphical representations, pictorial reproductions, documents and information available from electronic data storage equipment, summaries or records of conversations, reports of tests, photocopies, pictures and all other papers and writings, including drafts, originals and copies.
- (b) The Contractor shall treat all Work Product as confidential information and shall not disclose or make same available to any Third Party without the Authority's advance written consent. Third Party means any person or entity other than the Authority or the Contractor and includes without limitation any governmental unit, private enterprise or individual.
- (c) Any use, modifications or extensions of the Work Product by the Authority without the Contractor's specific advance written consent will be at the Authority's sole risk without liability or legal exposure to the Contractor and the Authority shall defend, indemnify and hold harmless the Contractor from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Notwithstanding the foregoing, neither party hereto shall be liable to the other for any

indirect, special or consequential damages, including but not limited to lost profits and loss of use.

(d) If the Contractor becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, investigation, demand, order or similar process or otherwise) to disclose any Work Product to any Third Party, then before such disclosure is made, Contractor shall notify the Authority of the disclosure demand or obligation, consult with the Authority on the advisability of taking steps to narrow such demand or obligation, and cooperate with the Authority in any attempt to obtain a protective order or other appropriate remedy or assurance that the Work Product shall be afforded confidential treatment. If such protective order or other appropriate remedy is not obtained, the Contractor shall disclose only that portion of the Work Product which Contractor's legal counsel specifies in writing actually is subject to the disclosure obligation.

(e) The Contractor shall retain all Work Product for at least three (3) years after the date of completion of the work. The Contractor shall submit all original Work Product to the Authority if the Authority makes a written request to the Contractor to provide the Work Product. If the Authority makes such a request, it shall reimburse the Contractor for reasonable expenses relating to the transportation and delivery of the Work Product.

(f) Prior to destroying or disposing of any Work Product upon the termination of the three (3) year period referenced in Section V(e), the Contractor shall notify the Authority of its intent to do so and shall give the Authority a reasonable time within which to take custody of said Work Product. Within such reasonable time, the Contractor shall furnish those materials to the Authority without charge except for the reasonable cost of transporting and delivering the materials.

(g) The Contractor may make reasonable internal, non-commercial use of Work Product in its possession provided such use is consistent with the Contractor's obligations under this Agreement. The Contractor shall not commercially exploit any Work Product except pursuant to a licensing and royalty agreement (or other such agreement acceptable to the Authority) between the Contractor and the Authority.

(h) In addition to any other remedies to which the Authority may be entitled by law or in equity, the Authority may enforce the provisions of this Section V in an action for equitable relief, including without limitation temporary and permanent injunctions (or their functional equivalents) and/or specific performance of this Section.

## VI. PROFESSIONAL SERVICES, INDEMNITY AND INSURANCE

The Contractor's services shall be performed as expeditiously as is consistent with reasonable professional skill and care and the orderly progress of the Scope of Services. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Authority, its officers, agents and employees, from and against claims, damages,

losses, liabilities and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the Contractor's services pursuant to this Agreement to the extent caused in whole or in part by negligent acts or omissions of the Contractor. Notwithstanding the foregoing, neither party hereto shall be liable to the other for any indirect, special or consequential damages, including but not limited to lost profits and loss of use. Contractor shall maintain an appropriate comprehensive general liability policy and any other insurance policies needed to meet all applicable legal requirements. Contractor shall deliver any certificate of insurance to the Authority upon its request.

#### VII. TERMINATION

The Authority may terminate this Agreement at any time for any reason upon written notice to the Contractor, which notice shall be effective upon the later of the date stated therein or the date the notice is received by the Contractor. No additional Services shall be performed by the Contractor after the termination date stated in the notice. In the event of such termination, the Contractor's charges to the Authority shall be limited to the charges for the Services theretofore satisfactorily rendered and expenses theretofore incurred or committed and not able to be avoided pursuant to the terms contained herein. The Contractor may terminate this Agreement only upon prior written request to and receipt of written permission from the Authority, in which case the immediately preceding sentence shall apply.

#### VIII. ENTIRE AGREEMENT

This Agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether oral or written, between the parties hereto with respect to such subject matter. This Agreement may be modified only by written agreement between the Contractor and the Authority.

#### IX. ASSIGNMENT

Neither the rights nor the obligations of either party arising under this Agreement shall be transferred or assigned without the prior written consent of the other party.

#### X. SUCCESSORS AND ASSIGNS

All covenants and agreements in this Agreement by or on behalf of either of the parties hereto shall bind the successors and assigns of such party and shall inure to the benefit of the successors and assigns of the other party.

## XI. CONSTRUCTION OF AGREEMENT

In the event of any conflict between the terms of this Agreement and the terms of any document attached hereto and incorporated herein by reference, this Agreement shall control and the conflicting provision of the attachment shall, to the extent of the conflict, be null and void. The headings contained in this Agreement are for reference only and shall not affect the rights or obligations of either of the parties hereunder. The term "Authority" shall mean and include the Authority and its Board, officers, employees and agents, and the term "Contractor" shall mean and include the Contractor, its employees, suppliers and agents.

## XII. GOVERNING LAW

This Agreement and the duties, responsibilities, obligations and rights of the respective parties hereunder shall be governed by the laws of the State of North Carolina. The exclusive venue for any action between the Authority and Contractor arising out of or in connection with this Agreement shall be in Wake County, North Carolina.

## XIII. INDEPENDENT CONTRACTOR

In the performance of this Agreement, it is agreed by and between the parties hereto that the Contractor shall be acting as an independent contractor and not as an employee of the Authority.

## XIV. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable federal, state and local laws, codes and regulations, including the ordinances, rules, policies, bulletins, notices, directives and regulations of the Authority, the Transportation Security Administration, and the U.S. Customs and Border Protection Service as amended from time to time. Nothing in this Agreement shall be construed to conflict with any applicable Federal, state or local law, code or regulation, including the ordinances, rules, policies, bulletins, notices, directives and regulations of the Authority, the Transportation Security Administration, and the U.S. Customs and Border Protection Service as amended from time to time.

## XV. RIGHTS AND REMEDIES

The Authority's rights and remedies as set forth herein shall be in addition to any other right or remedy now and hereafter provided by law or in equity. All rights and remedies shall be cumulative and not exclusive of each other. No delay by the Authority in exercising a right or remedy shall constitute acquiescence thereof.

## XVI. FORCE MAJEURE

A party hereto shall have no liability to the other hereunder due to circumstances beyond its control, including, but not limited to, acts of God, terrorism, flood, natural disaster, regulation or governmental acts, fire, civil disturbance, or extreme weather (a "Force Majeure Event"). Notwithstanding anything to the contrary herein, the Authority may terminate this Agreement in its entirety and without penalty if a Force Majeure Event continues for more than ten (10) consecutive days and prevents or delays Contractor from delivering the Scope of Services.

## XVII. OTHER CONDITIONS

- (a) The Contractor's Contract Manager shall be \_\_\_\_\_. The Contractor shall not replace or substitute for the Contract Manager during the Term except upon written notice to and receipt of written approval of the Authority. Said notice to the Authority shall state the reason(s) for the proposed replacement or substitution and shall specify the qualifications, including education, training and experience, of the proposed replacement or substitute.
- (b) The Authority's Contract Administrator shall be \_\_\_\_\_. The Contractor shall communicate and coordinate all matters related to this Agreement through and with \_\_\_\_\_ or his designee.
- (c) Notices required to be given under this Agreement shall be delivered to:

FOR THE AUTHORITY:

Michael J. Landguth, President & CEO  
PO Box 80001  
1000 Trade Dr.  
RDU Airport, NC 27623

FOR THE CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- (d) Neither review nor approval of the Contractor's work by the Authority shall in any way relieve the Contractor from its duty to utilize a professional standard of care in the performance of the Scope of Services, nor will such review or approval limit or remove the Contractor's liability therefore.

## XVIII. MINORITY AND WOMEN-OWNED SMALL BUSINESS PROGRAM

Agreement between RDU Airport Authority and  
(insert company name)

(a) The Authority has established a Minority and Women-Owned Small Business Program to encourage equal opportunity for MWSBs to compete for employment as contractors, subcontractors, suppliers and service providers.

(b) MWSB Goals for MWSB participation on this contract represent the total dollars that will be spent with MWSBs as a percentage of the total contract amount, including any change orders and contingency ("MWSB Goals"). The Authority has assigned the following MWSB Goals for work assigned to the Contractor hereunder:

1. Minority-owned business participation ("MB Goal"): Enter goal.%.
2. Woman-owned business participation ("WB Goal"): Enter goal.%.

(c) If the Contractor proposes to terminate or substitute a MWSB after submitting a proposal, the Contractor must make good faith efforts to find a substitute MWSB for the original MWSB to meet its MWSB commitment. The Contractor must give the MWSB notice in writing, with a copy to Authority, of its intent to request to terminate and/or substitute, and the detailed reasons for the request. All substitutions shall be coordinated with and approved by the Authority prior to being made.

(d) The Contractor has a continuing obligation to meet the MWSB utilization to which it committed at contract award, inclusive of change orders, amendments, and modifications.

(e) The Contractor shall maintain records and submit monthly reports of MWSB payments, concurrent with the Contractor's submission of invoices, with each invoice. The report shall include a certification by the Contractor and MWSB regarding payment to each MWSB subcontractor for the prior month's work. These reports will be certified as true and correct by an appropriate Contractor representative.

IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seal(s), all as of the day and year first above written.

RALEIGH-DURHAM AIRPORT AUTHORITY

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: MICHAEL J. LANDGUTH, A.A.E.

TITLE: PRESIDENT & CEO

INSERT NAME OF COMPANY

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

---

Finance Officer

Approved as to form:

---

Legal Counsel

SAMPLE

EXHIBIT A

SCOPE OF SERVICES

SAMPLE