



Raleigh-Durham Airport Authority  
1000 Trade Drive  
PO Box 80001  
RDU Airport, NC 27623  
[www.RDU.com](http://www.RDU.com)

**INVITATION FOR BID (“IFB”)**

<b>RALEIGH-DURHAM AIRPORT AUTHORITY</b>  <b>Procurement Department</b> <b>1000 Trade Dr., PO Box 80001</b> <b>RDU Airport, NC 27623</b>	<b>INVITATION FOR BIDS (IFB) NO.: 554-2024-0042-Rebid</b>
	IFB Title: ADA Compliant Passenger Boarding Stairs
	Type of Commodity/Good: Passenger Boarding Stairs
<i>Refer <u>ALL</u> Inquiries to:</i>  Authority Contact: Paul Brown  E-Mail: paul.brown@rdu.com	IFB Advertise Date: September 12, 2024  Pre Bid Meeting: September 19, 2024 at 10 am EST  Deadline for Questions: September 23, 2024, at 10 am EST  <b>IFB Due Date and Time: October 2, 2024 at 2 pm EST</b>

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## INVITATION FOR BID (IFB NO. 554-2024-0042)

### SECTION I

#### BID INSTRUCTIONS

##### 1. Notice

Raleigh-Durham Airport Authority (the “Authority”) invites bids from qualified contractors or individuals (the “Contractor”) interested in providing the Authority with ADA compliant passenger boarding stairs to facilitate offloading and onloading of passengers. (“Goods”).

This IFB is available electronically as of the date of issuance on the following websites:

[Business Opportunities - Raleigh-Durham International Airport \(rdu.com\)](https://www.rdu.com)

[Government Contract Bids, RFPs & Procurement | DemandStar](https://www.demandstar.com) (DemandStar.com)

For questions related to this IFB, contact the person indicated on the cover sheet. All questions in regard to this IFB shall be directed in writing to the Authority 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 IFB unless otherwise directed by the Authority’s Point of Contact identified above. **\*\* NO PHONE CALLS \*\***

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

Written questions concerning this IFB will be received via e-mail only until the Due Date for Questions specified in the schedule above by the Authority’s Point of Contact. Please insert “**Questions - IFB # 554-2024-0042-Rebid**” 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. Questions received after the deadline for the submission of written questions may not receive a response

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. All future amendments to any such laws, regulations and applicable Authority policies and procedures shall be applicable to this procurement.



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### 2. Solicitation Schedule and Deadlines, Pre-Bid Meeting, Questions

Issuance of IFB	<b>September 12, 2024</b>
Pre-Bid Meeting	<b>September 19, 2024 at 10 am</b>
Due Date for Written Questions:	<b>September 23, 2024, at 10 am EST</b>
Response to Questions:	<b>September 26, 2024 Estimated</b>
DUE DATE AND TIME FOR BIDS	<b>October 2, 2024 at 2 pm EST</b> at which time bids will be publicly opened and read aloud

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

#### Pre-Bid Meeting:

Due to the importance of all Contractors having a clear understanding of the specifications and scope requirements of this solicitation, a **NON-MANDATORY** Virtual Pre-bid meeting will be held on the date specified in the above schedule. While attendance is not required, bidders are strongly encouraged to attend and participate. Your failure to attend will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Authority.

Location of Pre-Bid Meeting: **Raleigh-Durham Airport Authority  
Maintenance Facilities, Conference RM 127  
200 Haley’s Branch Road  
Cary, NC 27513**

If you would like to participate in the Virtual Pre-Bid Meeting, please **RSVP** by emailing the Authority’s Point of Contact at paul.brown@rdu.com no later than **Tuesday, September 17, 2024 at 10 am**. Note in the Subject Line: “ADA Compliant Passenger Stairs Pre-Bid RSVP for (*insert your Company Name*)”. Within that email, please list the name and title of all people attending, with their email address and phone number.

#### Questions:

Written questions concerning this IFB will be received until **September 30, 2024 at 10:00 am EST** by the Authority Contact. Questions must be submitted to the Authority Contact in writing via email. Please insert “**Questions – 554-2024-0042-Rebid**” as the subject for the email. The Authority will prepare responses to



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written questions submitted as appropriate and post the responses on the website referenced herein. Oral responses are not binding upon the Authority.

### 3. Submittal of Bid, Modifications, and Withdrawal

Bidders will have the option of submitting proposals electronically or hard copies. Electronic copies must be submitted via DemandStar by the due date and time specified at the following website: <https://www.demandstar.com/app/buyers/quotes/creation>. Instructions for submitting can be found at the following link: [network.demandstar.com/wp-content/uploads/2021/01/eBid-Demonstration.mp4](https://network.demandstar.com/wp-content/uploads/2021/01/eBid-Demonstration.mp4)

Hard copies, Offerors must submit sealed packages inclusive of one (1) original hardcopy complete Proposal, and one (1) bound (pending preference of requestor’s needs), tabbed copy of the original complete Proposal. The original Proposal must be signed 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 and an electronic redacted version must also be provided. Proposals must be received by the Due Date and Time specified and delivered to the following location:

<p><b>If Delivered by United Parcel Service (UPS):</b></p> <p>Raleigh-Durham Airport Authority  Attn: Paul Brown  RDU Center  1000 Trade Drive  Morrisville, NC 27560  Raleigh-Durham Airport Authority</p>	<p><b>If Delivered by FedEx:</b></p> <p>Raleigh-Durham Airport Authority  Attn: Paul Brown  RDU Center  1000 Trade Drive  RDU Airport, NC 27623  Raleigh-Durham Airport Authority</p>
<p><b>If Delivered by United States Postal Service (USPS):</b></p> <p>Raleigh-Durham Airport Authority  Attn: Paul Brown  RDU Center  PO Box 80001  RDU Airport, NC 27623  Raleigh-Durham Airport Authority</p>	<p><b>If Hand Delivered to RDU Authority Building:</b></p> <p>Raleigh-Durham Airport Authority  RDU Authority Building-Cell Phone Lot  Attn: Paul Brown  RDU Center  1000 Trade Drive  RDU Airport, NC 27623</p>

Bids shall be enclosed in a securely sealed envelope or package. The envelope/package must be addressed to the Authority as specified above. The name and address of the prospective Contractor and the IFB # and title shall be placed on the outside of the package. All items required to be included with the bid submission must be included, or the bid may be subject to rejection. It is the responsibility of the Contractor to ensure that the bid package is complete and received by the Authority at the proper time.



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The Authority will in no way be responsible for delays caused by the United States mail delivery, common carrier, or by any other occurrence. If Contractor wishes to submit multiple bids, each must be in a separate sealed envelope as described herein.

Failure to execute/sign a bid prior to the submittal deadline shall render the bid invalid. Regardless of cause, late bids will not be accepted and will be automatically disqualified from further consideration.

The Authority will permit modifications to a bid after submittal until the specified due date and time for accepting bids. The bid may be picked up by a representative of the bidding Contractor provided that the request to modify is in writing, is executed by the bidding Contractor or the bidding Contractor's duly authorized representative, and is filed with the Authority. It is the bidding Contractor's responsibility to resubmit before the deadline. All bid modifications shall be hand-delivered to the Authority Contact.

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

From the date that this IFB is issued until the selection and the announcement, **Contractors shall only contact the Authority Contact with respect to any facet of this procurement.** Bidding Contractors shall not be permitted to contact any Authority Board Member, Officer, employee, agent or selection committee member with respect to this procurement. Violation of this provision shall result in the disqualification of the bidding Contractor's bid.

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

By submitting a bid to the Authority the bidding Contractor agrees that the Contractor's bid shall remain effective for 180 days after the deadline for submitting the bid.

#### **4. Bid Process, Notification of Award, Right to Reject, Bonding**

All bids shall be opened in public and read aloud at the Raleigh-Durham Airport Authority Building if required by law, and if an award is made, the Authority will award the contract to the lowest responsible and responsive bidding Contractor, taking into consideration quality, performance and the time specified in the IFB for the performance of the contract.

The Authority will notify the successful Contractor of the award by email. If the successful Contractor defaults or otherwise is unable to enter into a contract with the Authority, then the Authority reserves the right to award a contract to the next lowest responsible and responsive bidding Contractor. The successful proposing Contractor will have fourteen (14) calendar days after receipt of the notification of award to furnish any performance and payment bonds required herein.

The Authority reserves the right to reject any and all bids, in whole or in part: by deeming the offer unsatisfactory as to quality or quantity, delivery, or price offered; for non-compliance with the



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requirements or intent of this solicitation; for lack of competitiveness; for error(s) in specifications or indications that revision would be advantageous to the Authority; as a result of the cancellation of, or other changes in, the intended project; as a result of a determination that the proposed requirement is no longer needed; for lack of available funds; because of circumstances that prevent determination of the best offer; or by any other determination that rejection would be in the best interest of the Authority. The Authority reserves the right to reject any bid as non-responsive if the bid fails to include any of the required information on the required forms in the specified order. If all bids are rejected, the Authority Contact will send an email or letter to all bidding Contractors informing them that all bids were rejected.

The Authority reserves the right to cancel this IFB if it is determined to be in the best interest of the Authority to do so.

### **5. Addenda, Clarifications, Amendments, Modifications, Waivers**

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

The Authority may request written clarifications to bids. Bidding Contractors shall provide the requested information in writing by the date and time indicated in the written request. If the requested information is not timely received, the bidding Contractor's ratings may be adversely affected and/or the bid 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 bid process or after award. The Authority will not consider Contractor information indicated by reference as part of the IFB response. However, the Authority may consider other sources in the evaluation of bids, such as references, for example.

The Authority may waive minor informalities or irregularities in bids received where such is merely a matter of form and not substance, and the correction or waiver of which is not prejudicial to other bidding Contractors. 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 bids by giving a bidding Contractor an advantage or benefit not enjoyed by other bidding Contractors.

### **6. Bid Format and Content**

Interested Contractors shall submit one (1) original bid package and one (1) copy, including all required forms, and one (1) digital-media copy of the complete bid package in PDF format. The Authority retains the right to reject any bid submitted that does not conform to any of the requirements detailed herein, including but not limited bid formatting.



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Contractors are to submit their information addressing qualifications, expertise, competence and capability. The bid submission shall be limited to no more than forty-five (45) pages maximum, not including the required Forms (see Section IV below). Bids 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) Provide detail of all warranties for items listed in the specifications. **Minimum warranty one (1) year.** Include details of any warranty exclusions and disclaimers.
- 2) Copy of manufacturer equipment brochure and detailed vehicle specification listing.
- 3) Required Forms. The bid must also include all required forms as provided in Section IV.

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

Responses to this solicitation become the exclusive property of the Authority. All submittals received may become a matter of public record subject to the provisions of Chapter 132 of the North Carolina General Statutes. A Contractor’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 North Carolina General Statutes § 132-1.2. The Authority shall not in any way be liable or responsible for the disclosure of any response or portions thereof if they are not plainly marked as “Confidential” or “Trade Secret” or if disclosure is required under the Public Records Act. Any submittal which contains language purporting to render all or significant portions of the response “Confidential” or “Trade Secret” may be regarded as non-responsive.

The bidding Contractor shall treat all work product and any other information or knowledge of the Authority related to the specifications, 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. 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.

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, which shall be shown as separate items if applicable.





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### 7. 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 bids offering the highest qualified teams. Accordingly, the Authority discourages firms interested in being selected for this engagement from entering into formal or informal contracts that limit subcontracting opportunities by other firms or result in exclusive subcontracting arrangements with other firms.

From the date that this IFB 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 Bid.

#### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or bid, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts) and that all sub-recipients shall certify and disclose accordingly.



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### **8. 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.

### **9. 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.

### **10. Terms and Conditions**

The Services will be governed by a contract (the "Contract"), which is available as a separate downloadable document (Form I) Contract and attached hereto this IFB.

Each Offeror shall provide any other applicable contract terms and conditions that Offeror will ask the Authority to agree upon. Any such other proposed terms and conditions should either be built into or be incorporated by reference into the Contract. 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 Contract. The Authority will compare and contrast the terms and conditions bids submitted by qualified Offerors at the same time it evaluates the cost bids of qualified Offerors. At the conclusion of this evaluation, the Authority may elect to award the contract to the Offeror whose aggregate bid 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 bid or a terms and conditions bid that is not advantageous to the Authority.

CONTRACTORS ARE REQUIRED TO REVIEW THE ATTACHED CONTRACT(S). ANY REQUESTED CHANGES OR COMMENTS TO THE CONTRACT(S) PLEASE SUBMITTED WITH THE BID. IF THE CONTRACTOR FAILS TO PROVIDE REQUESTED CHANGES OR COMMENTS TO THE TERMS AND CONDITIONS, THE AUTHORITY WILL ASSUME THE CONTRACTOR AGREES TO THE CONTRACT(S) AS WRITTEN. THE AUTHORITY HAS LIMITED ABILITY TO CHANGE THE CONTRACT. ANY REQUESTED CHANGES MAY BE REJECTED BY THE AUTHORITY. THE AUTHORITY RETAINS THE RIGHT TO AWARD TO THE NEXT LOWEST RESPONSIVE AND RESPONSIBLE CONTRACTOR.



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### 11. Fixed Pricing

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

### 12. RESERVED

### 13. RESERVED

**14. Civil Rights – Title VI Assurance Note** – Contractor must also include provisions in its subcontracts

Title VI Solicitation Notice:

The Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

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

1. Compliance with Regulations: Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
2. Nondiscrimination: Contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential



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subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this Contract, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to Contractor under the Contract until Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);



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- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).



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### **15. Occupational Safety and Health Act of 1970**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



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### SECTION II SPECIFICATIONS

#### General Scope of Work

The Raleigh-Durham International Airport (RDU) serves millions of passengers annually with approximately 69 non-stop airline destinations, which eight are international. To mitigate risks associated with irregular operations of international aircraft arrivals, the Raleigh-Durham Airport Authority (RDUAA or Authority) has developed a contingency plan (referred to in this document as the “International Arrival Contingency Plan” or the “Plan”) to respond to international scheduled and unscheduled aircraft arrivals that require an irregular operation to unload passengers, luggage and provide access to the Federal Inspection Services (FIS) area for U.S. Customs and Border Protection (CBP) processing.

The International Arrivals Contingency Plan (IACP) provides the procedures to facilitate the notifications, aircraft parking, passenger transportation, and passenger entry into the FIS area. This Plan will be activated by the Airport Duty Manager (ADM) in coordination with Authority Senior Staff, CBP, Airline, Resource Management Center (Ramp Tower), and Airport Operations when irregular operations are required to process international arrival passengers.

Outlined in the IACP is key equipment to support the deplanement and enplanement of passengers from a remote aircraft parking location and induction into the FIS. Below is a Scope of Work to acquire the ADA compliant passenger boarding stairs to facilitate the plan:

#### Stair A

ADA compliant passenger boarding stairs to facilitate offloading and onloading of passengers.

1. Ramp shall service the following aircraft door seal heights: 130 inches to 203 inches, which include a Boeing 757 / 767/ 777 series aircraft and Airbus 330-300 and Airbus 350-900.
2. Operational height to meet aircraft mix in line 1 above.
3. Shall allow for a one-person operation and tug operations.
4. All weather anti-slip flooring.
5. Chassis are to be galvanized steel with an aluminum ramp, handrails to be plastic covered.
6. Walkway width to be a minimum of 36 inches.
7. Passenger load: 700 lbs per square yard
8. Wheels: all pneumatic and polyurethane filled.
9. Brakes: Automatic ON slide pin locking system.
10. Upper Platform: Anti-Slip approximately 6’x6’ will accommodate a full-size wheelchair.
11. Warranty: 2-year warranty on manufacturing or material defects. 2-year warranty on Anti Slip walking surface.
12. Solar powered version to include LED Solar Walkway Lighting and proximity sensors.
13. Provided: Tow Bar, Wheel Chocks, Transition Plate
14. Must meet or exceed all FAA Requirements as stated in A/C No: 150/5220-21C.



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15. Ramp must be delivered as an assembled unit or must be assembled by the bidder prior to the airport taking delivery.
16. Ramp must be tested and certified by the bidder prior to the airport taking delivery.
17. The Bidder will provide the airport with operational and maintenance training, and maintenance service plans prior to the airport taking delivery.
18. Provide detail of all warranties for items listed in the specifications. Minimum warranty one (1) year. Include details of any warranty exclusions and disclaimers.

### Stair B

ADA compliant passenger boarding bridge ramp to facilitate offloading and onloading of passengers between the aircraft apron and the concourse passenger boarding bridge. Passenger boarding bridge ramp must be mobile and removable when not in use. The passenger boarding bridge ramp must have adjustable locking gates and a transition docking plate to interface with the passenger boarding bridge. The first passenger boarding bridge the ramp will be connecting to is FMC Airport Systems model # A3-64/131-125R (Gate C-25) with a lower height limit of 62 inches from ground level. The second passenger boarding bridge is an FMC Airport Systems model # model # A3-64/131-125R (Gate C17) with a lower height limit of 52 inches from ground level.

1. Operational height to meet the passenger boarding bridges highlighted above.
2. Shall allow for a one-person operation and tug operations.
3. All weather anti-slip flooring.
4. Chassis are to be galvanized steel with an aluminum ramp, handrails to be plastic covered.
5. Walkway width to be a minimum of 36 inches.
6. Passenger load: 700 lbs per square yard
7. Wheels: all pneumatic and polyurethane filled.
8. Brakes: Automatic ON slide pin locking system.
9. Upper Platform: Anti-Slip approximately 6'x6' will accommodate a full-size wheelchair.
10. Warranty: 2-year warranty on manufacturing or material defects. 2-year warranty on Anti Slip walking surface.
11. Solar powered version to include LED Solar Walkway Lighting and proximity sensors.
12. Provided: Tow Bar, Wheel Chocks, Transition Plate
13. Must meet or exceed all FAA Requirements as stated in A/C No: 150/5220-21C.
14. Ramp must be delivered as an assembled unit or must be assembled by the bidder prior to the airport taking delivery.
15. Ramp must be tested and certified by the bidder prior to the airport taking delivery.
16. The Bidder will provide the airport with operational and maintenance training, and maintenance service plans prior to the airport taking delivery.
17. Provide detail of all warranties for items listed in the specifications. Minimum warranty one (1) year. Include details of any warranty exclusions and disclaimers.





## INVITATION FOR BID (IFB NO. 554-2024-0042)

### SECTION III

#### MINORITY AND WOMEN OWNED SMALL BUSINESS (MWSB)

##### (MWSB) 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 <https://www.rdu.com/do-business-with-rdu/small-businesses/>.

**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 IFB represent the total dollars that will be spent with MWSBs as a percentage of the total contract amount, including any amendments, change orders, and/or contingency. The MWSB Goals are as follows:

- MB Goal: The goal for minority-owned business (MB) participation is 5%
  - WB Goal: The goal for woman-owned business (WB) participation is 5%
- MWSB firms and small businesses are encouraged to respond to this solicitation.

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

All Contractors shall agree by the submission of this IFB 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 may 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. The Authority maintains a list of registered MWSBs at [www.rdu.com/mwsbdirectory](http://www.rdu.com/mwsbdirectory). Links to the NCDOT and HUB directories are available on the Authority’s Small Business Program website (<https://www.rdu.com/do-business-with-rdu/small-businesses/>). Prospective proposers are encouraged to inspect these databases to assist in locating firms for MWSB participation. Proof of certification must be included in the response when submitted to the Authority.



## INVITATION FOR BID (IFB NO. 554-2024-0042)

### SECTION IV

#### REQUIRED FORMS

1. Form A attached hereto – Bid Form (Price of Goods)
2. Form B attached hereto – Execution of Bid and Debarment Certification
3. Form C – Bidder References and Work History
4. Form D – E-Verify Certification
5. Form E – Iran Divestment Act Certification of Eligibility
6. Form F –RESERVED
7. Form G - Tax Delinquency and Felony Convictions Certifications
8. Form H- Supplier Survey and W-9 forms (View link provided in Form)
9. Form I- Sample Contract (Terms and Conditions)
10. Form J- MWSB Forms

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## INVITATION FOR BID (IFB NO. 554-2024-0042)

### 1. Form A – Bid Form for ADA Compliant Passenger Stairs

Item	Quantity	Price
<b>STAIR A</b>		
Base Price	1	
On-Site Installation / Setup / Training	1	
Safeguard Anti-slip Floor	1	
Power Pusher and Bracket	1	
Electronic Hydraulic Scissor Lift (if applicable)	1	
LED Walkway Lighting	1	
Canopy Option	1	
<b>STAIR B</b>		
Base Price	1	
On-Site Installation / Setup / Training	1	
Safeguard Anti-slip Floor	1	
Power Pusher and Bracket	1	
Electronic Hydraulic Scissor Lift (if applicable)	1	
LED Walkway Lighting	1	
Canopy Option	1	
<b>Sub Total</b>		
Shipping		
Taxes		
<b>Grand Total</b>		

Lead-Time (in weeks): \_\_\_\_\_

Offer valid for one hundred eighty (180) calendar days from Bid due date.

Provide detail of all warranties for items listed in the specifications. Minimum warranty one (1) year. Include details of any warranty exclusions and disclaimers.



## INVITATION FOR BID (IFB NO. 554-2024-0042)

### 2. Form B – Execution of Bid Document and Debarment Certification

IFB NAME: ADA Complaint Passenger Stairs

IFB NUMBER: 554-2024-0042

FULL LEGAL NAME OF CONTRACTOR: (enter Full Legal Name of Contractor)

COMPANY ADDRESS: (enter Company Address)

TELEPHONE NUMBER: (enter Telephone Number)

FAX NUMBER: (enter Fax Number)

EMAIL: (enter Email Address)

**OFFER AND ACCEPTANCE:** This solicitation advertises the Authority's needs for the services and/or goods described herein. The Authority seeks bids comprising competitive bids offering to sell the services and/or goods described in the IFB. All bids and responses received by the Authority shall be treated as offers to contract by the Contractor and must be consistent with the attached form of Contract. The Authority's acceptance of any bid must be demonstrated by the Authority's execution of such Contract or the issuance of a purchase order, if issued. Acceptance shall create a contract having an order of precedence among terms as follows: (1) the Contract; (2) Purchase Order; (2) Specifications of this IFB, and (3) the awarded Contractor's bid.

In compliance with this IFB, 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 Terms and Conditions or purchase order.

The person executing the Bid, 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 bid,
- (2) that neither he/she, nor any official, agent or employee of the Contractor has entered into any contract, participated in any collusion, or otherwise taken any action which is in restraint of free competition in connection with any bid, 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 bid for the benefit of another Contractor.

In addition, execution of this bid in the proper manner also constitutes the Contractor's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment



**INVITATION FOR BID (IFB NO. 554-2024-0042)**

Certification attached hereto and incorporated herein, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

This bid is valid for one-hundred-eighty (180) days from the IFB due date.

The Contractor 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 IFB.

Addenda Number(s): \_\_\_\_\_ Initial: \_\_\_\_\_

**DEBARMENT CERTIFICATION**

1. Contractor 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 Contractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

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[SIGNATURE ON FOLLOWING PAGE]



## INVITATION FOR BID (IFB NO. 554-2024-0042)

### Execution of Bid Document and Debarment Certification

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

NAME of Authorized Official	
TITLE of Authorized Official	
SIGNATURE of Authorized Official	
DATE of Submission	



## INVITATION FOR BID (IFB NO. 554-2024-0042)

### 3. Form C – Bidder References and Work History

All statements contained herein must be true and correct. Any omissions or inaccuracies may result in the rejection of this Bid by the Authority. Bidders should note that some responses require separate sheet(s) for response. Those responses should be appropriately marked corresponding to the question. Bidders 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 Bidders and all subcontractors identified in the Bid. 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 Contract.

#### A. REFERENCES

Offeror must show the following:

- They currently and have been providing similar good/services within 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

#### B. BIDDER HISTORY

1. Has Bidder 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 IFB ? Yes ( ) No ( ).



## INVITATION FOR BID (IFB NO. 554-2024-0042)

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

2. Does the Bidder have any past due arrearages or is in breach of contract with any previous or existing contract with the Authority?

Yes ( ) No ( ).

3. Has Bidder 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





## INVITATION FOR BID (IFB NO. 554-2024-0042)

### 4. Form D – 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 Contract.

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:**



## INVITATION FOR BID (IFB NO. 554-2024-0042)

### 5. Form E – Iran Divestment Act Certification of Eligibility

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 Contractor, prior to contracting certify, and the undersigned on behalf of the Contractor does hereby certify, to the following:

1. that the Contractor 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 Contractor 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 Contractor 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



**INVITATION FOR BID (IFB NO. 554-2024-0042)**

**6. Form F – RESERVED**



## INVITATION FOR BID (IFB NO. 554-2024-0042)

### 7. Form G – Tax Delinquency and Felony Convictions Certifications

#### CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### Certifications

- 1) The applicant represents that it is (  ) is not (  ) a corporation (or other business entity or individual) that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an contract with the authority responsible for collecting the tax liability.
- 1) The applicant represents that it is (  ) is not (  ) is not a corporation (or other business entity or individual) that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Authority has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information about its tax liability or conviction to the Authority, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### Term Definitions

**Felony conviction:** Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an contract with the authority responsible for collecting the tax liability.



## INVITATION FOR BID (IFB NO. 554-2024-0042)

### 8. Form H – Supplier Survey and W-9 forms

Bidder must register as an interested vendor at the website below and upload the completed attached documents(Supplier Survey and W-9 Form and ACH Form)

<https://rdu.diversitycompliance.com/?TN=rdu>



## INVITATION FOR BID (IFB NO. 554-2024-0042)

### 9. Form I – Sample Contract (Terms and Conditions)

**Separate downloadable document.**



## INVITATION FOR BID (IFB NO. 554-2024-0042)

### **10. Form J – MWSB Forms**

- 1. Instructions to MWSB Bidding Forms**
- 2. Appendix 1A – Schedule of MWSB Subcontractors**
- 3. Appendix 1 B – MWSB Certification Status**
- 4. Appendix 2 Good Faith Effort Checklist**
- 5. Appendix 3 Self Performance Form**
- 6. Appendix 4 Intent to Preform – Subcontractor**
- 7. Appendix 5 – Intent to Preform – Supplier**
- 8. Trucking Utilization Form**



**Raleigh-Durham Airport Authority**  
**SCHEDULE OF MWSB/ DBE SUBCONTRACTORS & SUPPLIERS**

<b>Project/ Contract Name:</b> _____			
<b>Bidder/ Proposer Name:</b> _____		<input type="checkbox"/> MWSB	<input type="checkbox"/> NON-MWSB
<b>Bidder Contact Name:</b> _____		<b>Bidder Phone Number:</b> _____	
<b>Bidder E-mail Address:</b> _____			
<b>MB Contract Goal:</b>	<b>WB Contract Goal:</b>	<b>MB Participation Proposed:</b>	<b>WB Participation Proposed:</b>

**Instructions:**

As part of the procedures for the submission of proposals, all bidders/contractors are required to identify MWSB subcontractors/suppliers and service providers identified at of time of the bid, using the attached forms. The Authority must verify the certification status for all MWSBs proposed for utilization on this project. Each contractor/supplier listed on this sheet must have a corresponding "MWSB Certification Status" form (Appendix 1B). Attach additional sheets as necessary.

Name of Subcontractor (incl. service providers and associated equipment/ supplies)	Description of Subcontract or Service to be Performed	Dollar Amount of MWSB Participation	% of MWSB Participation	
<b>See Appendix 5 – Intent To Perform/Contract - Supplier</b>				
Name of Supplier (Materials/ Equipment Supplier Only)	Description of Equipment or Materials Supplied	Total MWSB Contract Amount	Credited MWSB Participation (60% of Total MWSB Contract Amt.)	% MWSB Participation (Credited MWSB Participation/ Total Bid Amount)
Dollar Amount of Work to be Completed by DBE Subcontractors or Service Providers			\$	
Total Credited Participation from DBE Suppliers			\$	
Total Amount of Bid/Proposal			\$	

**Prime Contractor's Certification**

I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise good faith efforts (as defined by the MWSB Program) may result in being considered non-responsive to the solicitation. It is understood and agreed that, if awarded a contract by the Authority, the contractor will not make additions, deletions, or substitutions to the MWSBs on this certified list without the written consent of the Authority. A request for approval to replace a MWSB may only be made by submitting a Request for Approval of Change to Schedule of Subcontractors. It is understood that the Authority may audit any and/or all records of the Contract/vendor and conduct interviews of owners, principals, officers, employees and applicable subcontractors/Contractors participating on the Contract. The Authority reserves the right to ensure compliance with the MWSB Program to include status reports and audit of submitted MWSB information as deemed necessary.

Signature: _____	Date: _____
Print Name and Title of Authorized Representative: _____	

<sup>1</sup>In order to credit the participation of MWSBs, firms must be certified as by a certification agency approved by the Authority as defined in the MWSB Program.





**Raleigh-Durham Airport Authority**  
**MWSB CERTIFICATION STATUS**

<b>Bidder/ Proposer Name:</b> _____	
<b>Project/ Contract Name:</b> _____	
<b>MB Contract Goal:</b> _____	<b>Proposed MB Participation:</b> _____
<b>WB Contract Goal:</b> _____	<b>Proposed WB Participation:</b> _____

**Instructions:**

As part of the procedures for the submission of bids/ proposals, each subcontractor/supplier listed in the Schedule of MWSB/DBE Subcontractors (Appendix 1A) must have a corresponding listing on this form. Note that in order to be counted towards MWSB participation; a firm must be a small business as defined by the Small Business Administration (SBA). As indicated, DBE and SBA 8(a) certifications do not require size verification. All other certifications require business size verification prior to bid opening. Submit Business Size Verification to the Authority's Small Business Program Office. Attach additional sheets as necessary

<b>Subcontractor Name</b> _____	<b>Subcontractor Telephone</b> _____	<b>Subcontractor E-mail Address</b> _____
<b>Subcontractor City, State</b> _____	<b>Goods/ Service Supplied:</b> _____	
<b>Select MWSB Status and Size Verification:</b>	<input checked="" type="checkbox"/> DBE (MB) <input type="checkbox"/> DBE (WB) <input type="checkbox"/> SBA 8(a)	
	<input type="checkbox"/> HUB (MB) <input type="checkbox"/> HUB (WB)	<b>Business Size Verification Submitted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
	Other Certification (Type): <input type="text"/>	<b>Business Size Verification Submitted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

<b>Subcontractor Name</b> _____	<b>Subcontractor Telephone</b> _____	<b>Subcontractor E-mail Address</b> _____
<b>Subcontractor City, State</b> _____	<b>Goods/ Service Supplied:</b> _____	
<b>Select MWSB Status and Size Verification:</b>	<input type="checkbox"/> DBE (MB) <input type="checkbox"/> DBE (WB) <input type="checkbox"/> SBA 8(a)	
	<input type="checkbox"/> HUB (MB) <input type="checkbox"/> HUB (WB)	<b>Business Size Verification Submitted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
	Other Certification (Type): <input type="text"/>	<b>Business Size Verification Submitted:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No

**Prime Contractor's Certification**

I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise good faith efforts (as defined by the MWSB Program) may result in being considered nonresponsive to the solicitation.

Signature: _____	Date: _____
Print Name and Title of Authorized Representative: _____	



<b>Bidder/ Proposer Name:</b> _____	<input type="checkbox"/> MWSB	<input type="checkbox"/> NON-MWSB
<b>Project/ Contract Name:</b> _____	<b>Project #:</b> _____	
<b>MB Contract Goal:</b> _____	<b>Proposed MB Participation:</b> _____	
<b>WB Contract Goal:</b> _____	<b>Proposed WB Participation:</b> _____	

\*MB – Minority-Owned Business

\*WB – Women-Owned Business

**Good Faith Efforts:** If a Contractors/ proposer does not meet the MWSB goal, it shall nevertheless be eligible for award of the Contract if it can demonstrate to the Authority that it has made a good faith effort to meet the MWSB goal. This checklist should be submitted with the bid documents. Additional documentation to support the assertions in this checklist may be required within 3 business days following the bid. Failure to submit supporting documentation may result in the bid being considered non-responsive to bid specifications.

- 1) Did bidder attend MWSB pre-bid or pre-proposal conference?  Yes  No
- 2) a. Did bidder advertise contractual opportunities in general circulation, trade association, or minority-focus media concerning opportunities?  Yes  No  
*(Requires documentation)*  Yes  No  
 b. Was advertising specific to the project in question? *(Requires documentation)*
- 3) Did the bidder provide satisfactory written solicitations requesting participation of MWSBs or DBEs that reasonably could have been expected to submit a quote that were known to the Contractor or available on state or local government maintained lists no later than ten (10) days prior to the bid opening?  Yes  No
- 4) Did the bidder provide MWSBs or DBEs with:
  - a. adequate description of all work to be contracted?  Yes  No
  - b. adequate information about the location of the plans, specifications, and requirements of the contact?  Yes  No
  - c. date the quotation was due to the bidder?  Yes  No
- 5) Did the bidder follow-up initial solicitations of interest electronically, in person or by telephone to determine if the MWSB or DBE was interested in participation?  Yes  No  
*(Requires documentation)*
- 6) Did bidder break down or combine elements of work to be performed by MWSBs or DBEs into economically feasible units in order to facilitate MWSB participation? *(Requires documentation)*  Yes  No
- 7) Did bidder make available or provide prospective MWSBs or DBEs with plans, specifications, and requirements for the work to be subcontracted at least 10 days before bids or proposals were due? *(Requires documentation)*  Yes  No
- 8) Did the bidder negotiate in good faith with MWSBs or DBEs?  Yes  No
- 9) Did the bidder offer assistance to interested MWSBs or DBEs in obtaining bonding or insurance required by the Authority or by the bidder? *(Requires documentation)*  Yes  No
- 10) Did the bidder work with minority trade, community or contractor organizations identified by the RDUAA Small Business Office or other local, state or Federal minority/women's business assistance offices to locate MWSB or DBE firms? *(Requires documentation)*  Yes  No



---

11) Did bidder provide assistance to otherwise qualified MWSBs or DBEs in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies or letters of credit, including waiving credit that is ordinarily required, or assist MWSBs or DBEs in obtaining the same unit pricing with bidder's suppliers in order to help MWSBs or DBEs in establishing credit?

Yes  No

By \_\_\_\_\_  
Authorized Official

\_\_\_\_\_  
Title



**Raleigh-Durham Airport Authority**  
STATEMENT OF INTENT TO PERFORM WORK WITHOUT  
SUBCONTRACTING

<b>Bidder/ Proposer Name:</b> _____	<input type="checkbox"/> MWSB	<input type="checkbox"/> NON-MWSB
<b>Project/ Contract Name:</b> _____	<b>Project #:</b> _____	
<b>MB Contract Goal:</b> _____	<b>Proposed MB Participation:</b> _____	
<b>WB Contract Goal:</b> _____	<b>Proposed WB Participation:</b> _____	

Self-performance does not exempt Contractors from MWSB Program requirements. Notwithstanding the fact that a Proposer may have the capability to complete a total project with its own work force, and without the use of Subcontractors/Subconsultants, all Authority Contractors are required to demonstrate sufficient Good Faith Efforts to subcontract with and/or procure supplies/services with MWSBs in its Subcontractor/ Subconsultant or supplier service area. Proposers that do not meet the MWSB Goal for a construction or service contract and desire to self-perform the entire contract must comply with each of the following Good Faith Effort provisions. Failure to do so shall constitute grounds for rejection of the Bid or Proposal:

We, \_\_\_\_\_, hereby certify that it is our intent to perform 100% of the work required for the contract.

In making this certification, the Proposer states the following:

- i. It is a normal and necessary practice of the Proposer to perform all elements of this type of contract with its own workforce and without the use of subcontractors. *The Proposer has substantiated this by providing documentation of at least three (3) other projects within the last two (2) years on which they have done so.*
- ii. The Proposer was unable to locate MWSBs which could provide significant goods or materials for use in conjunction with this contract. *The Proposer has substantiated this by providing documentation.*
- iii. The Proposer has a valid business reason for self-performing all work on the Contract as opposed to subcontracting with a MWSB. The Bid or Proposal must describe the valid business reason for self-performing, and the Proposer must submit with its Bid or Proposal documentation sufficient to demonstrate to the Authority reasonable satisfaction the validity of such assertions.
- iv. The Proposer will provide equal opportunity to MWSBs to participate in significant material supplier opportunities available under the prime contract and to document good faith efforts as required herein.
- v. If it should become necessary to subcontract some portion of the work at a later date, the Proposer will notify the Authority and institute good faith efforts to comply with all requirements of the MWSB program in providing equal opportunities to MWSBs to subcontract the work.

The undersigned hereby certifies that he or she has read the terms of this certification and is authorized to bind the Proposer in accordance herewith.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title of  
Authorized Representative: \_\_\_\_\_

**The Proposer must provide documentation which explains how the Proposer will perform the entire contract with its own equipment, supplies, materials and/or employees.**



**Raleigh-Durham Airport Authority**  
**INTENT TO PERFORM/ CONTRACT**  
**SUBCONTRACTOR/ PROFESSIONAL SERVICE PROVIDER**

Appendix 4

<b>Bidder/ Proposer Name:</b> _____	<input type="checkbox"/> MWSB	<input type="checkbox"/> NON-MWSB
<b>Project/ Contract Name:</b> _____	<b>Project #:</b> _____	
<b>MB Contract Goal:</b> _____	<b>Proposed MB Participation:</b> _____	
<b>WB Contract Goal:</b> _____	<b>Proposed WB Participation:</b> _____	

<b>Sub-contractor/ consultant:</b> _____	Telephone: _____
<b>Certification Status:</b>	<input type="checkbox"/> DBE <input type="checkbox"/> SBA 8(a) <input type="checkbox"/> HUB (Minority-Owned Business) <input type="checkbox"/> HUB (Women-Owned Business)

\*HUB certified firms must complete Business Size Verification and submit it to the Small Business Office.

The undersigned subcontractor intends to perform the following described work listed in connection with the above project:

1. Scope of Work: \_\_\_\_\_
2. Price: \$ \_\_\_\_\_
3. Projected Commencement Date: \_\_\_\_\_
4. Projected Completion Date: \_\_\_\_\_

**Subcontractor:**

The undersigned MWSB Subcontractor acknowledges that the firm is not be permitted to further subcontract the work specified in the Bid or Proposal as MWSB participation without the Authority's prior written permission, which shall be given or withheld in the Authority's sole discretion.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title of Authorized Representative: \_\_\_\_\_

**Prime Contractor Certification**

The undersigned affirms that the Prime Contractor has no ownership or financial interest in the MWSB subcontracting firm stated above. Except as authorized by the Authority, the undersigned will enter into a formal agreement with the listed MWSB firm for work as indicated by this form within (10) business days after receipt of the contract executed by the Authority. The undersigned will, if requested, provide the Small Business Program Office a copy of that agreement within three (3) business days of execution.

**Prime Contractor:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title of Authorized Representative: \_\_\_\_\_



Raleigh-Durham Airport Authority
INTENT TO PERFORM/ CONTRACT - SUPPLIER

Bidder/ Proposer Name:
Project/ Contract Name:
MB Contract Goal: Proposed MB Participation:
WB Contract Goal: Proposed WB Participation:

(To Be Completed By Each MWSB Supplier)

Supplier: Telephone:
Certification Status: DBE SBA 8(a)
HUB (Minority-Owned Business) HUB (Women-Owned Business)

\*HUB certified firms must complete Business Size Verification and submit it to the Small Business Office.

The undersigned subcontractor intends to perform the following described work listed in connection with the above project:

- 1. \*Equipment or Materials Supplied:
2. Total MWSB Contract Amount: \$
3. Credited MWSB Participation (@ 60%) \$ \* 0.60 = \$
4. % MWSB Participation \$ / \$ = %
5. Projected Commencement Date:
6. Projected Completion Date:

Supplier
Signature: Date:
Print Name and Title of Authorized Representative:

Prime Contractor Certification

The undersigned affirms that the Prime Contractor has no ownership or financial interest in the DBE subcontracting firm stated above. Except as authorized by the Authority, the undersigned will enter into a formal agreement with the listed DBE firm for work as indicated by this form within (10) business days after receipt of the contract executed by the Authority.

Prime Contractor
Signature: Date:
Print Name and Title of Authorized Representative:



**Raleigh-Durham Airport Authority**  
**MWSB FORMS INSTRUCTIONS**

**Complete each form as applicable. For questions, contact the RDUAA Small Business Program Office (919-840-7712).**

**BIDDING/ PROPOSAL FORMS – SUBMIT WITH BID OR PROPOSAL**

**Form Name:** Appendix 1A – Schedule of MWSB/DBE Subcontractors/Suppliers

**For Use:** List all subcontractors, subconsultants, and suppliers used to meet the MWSB/DBE goal

**Instructions:** List the name, certification type, dollar value, and percentage of each MWSB/DBE contract. Percentage represents a percentage of the total bid; supplier values are counted 60% of goods supplied. Prime contractor signs the form.

**Form Name:** Appendix 1B – MWSB Certification Status

**For Use:** List the certification type of each firm listed in Appendix 1A

**Instructions:** List the certification type of each MWSB subcontractor listed in Appendix 1A. Indicate whether business size verification has been submitted to RDUAA Small Business Program Office (if required).

\*Certain certifications require business size verification; DBE certified firms will not require verification.

**Form Name:** Appendix 2 – Good Faith Effort Checklist

**For Use:** Complete and submit with bid if the MWSB/DBE goal(s) are not met

**Instructions:** Indicate what efforts were undertaken to achieve the MWSB or DBE goal(s). Provide additional documentation as necessary.

**Form Name:** Appendix 3 – Self Performance Form

**For Use:** Complete if the MWSB/DBE goal(s) are not met and the Prime Contractor intends to perform the contract all the work

**Instructions:** Complete and submit with bid.

**Form Name:** Appendix 4 & 5 – Intent to Perform as a Subcontractor/ Intent to Perform as a Supplier

**For Use:** Complete for each proposed MWSB/DBE subcontractor and supplier

**Instructions:** Each MWSB/DBE subcontractor and supplier should complete and sign the form which indicates the amount and scope of work for each vendor under the Prime Contract. **Must be signed by the MWSB/DBE firm.**

**Form Name:** Trucking Utilization Plan

**For Use:** Complete if MWSB/DBE trucking/hauling firms are used to meet the MWSB/DBE goal.

**Instructions:** Complete and submit with bid.







**RALEIGH-DURHAM AIRPORT AUTHORITY**  
Trucking Utilization Plan

**Instructions:** This form is **required** and **must be submitted with the bid** for bidders for with DBE/MWSB participation in the areas of hauling, trucking or transportation services.

A	B		C	D				E
<b>Name of Trucking Firm</b> <i>Firms listed in the Prime Contractor's Appendix 1A Bid Form</i>	<b>Number of Trucks</b>		<b>Number of Employees/ Drivers*</b>	<b>Leased Trucks</b> <i>Trucks being leased by Firms listed in Column A</i>				<b>Dollar Amount of DBE/MWSB Participation</b>
	Owned	Leased		Firm Name	DBE Firm	Non-DBE Firm	Firm Drivers Used?	
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
					<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Yes <input type="checkbox"/> No	\$
Total Dollar Value of Work by DBE/MWSB Trucking Firm Using DBE/MWSB Firm Employees/Drivers								\$
Total Dollar Value of Work by Non- DBE/MWSB Trucking Firm Using Non- DBE/MWSB Firm Drivers								\$

*\*Represents employees, not contracted drivers*

Signature: \_\_\_\_\_

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

Print Name and Title of Authorized Representative: \_\_\_\_\_



**RALEIGH-DURHAM AIRPORT AUTHORITY**  
Trucking Utilization Plan

WHO OWNS THE TRUCK?		WHO DRIVES THE TRUCK?		HOW MUCH DBE/MWSB PARTICIPATION?
1. DBE/MWSB Truck <b>Firm A</b>	+	DBE/MWSB Truck <b>Firm A</b> Employees*	=	100% credit
2. DBE/MWSB Truck <b>Firm A</b> • Subcontracts to DBE/MWSB <b>Firm B</b>	+	DBE/MWSB Truck <b>Firm A</b> Employees*	=	100% credit
3. DBE/MWSB Truck <b>Firm A</b> • Subcontracts to DBE/MWSB <b>Firm B</b>	+	DBE/MWSB Truck <b>Firm B</b> Employees*		100% credit
4. DBE/MWSB Truck <b>Firm A</b> • Leases trucks from Non-DBE/MWSB Truck <b>Firm C</b>	+	DBE/MWSB Truck <b>Firm A</b> Employees*	=	100% credit
5. DBE/MWSB Truck <b>Firm A</b> • Subcontracts to Non-DBE/MWSB Truck <b>Firm C</b>	+	Non-DBE/MWSB Truck <b>Firm C</b> Non-DBE/MWSB Truck <b>Firm C</b> Employees <b>Value of DBE Trucks must be equal to or greater than</b> value of non-DBE trucks	=	100% credit
6. DBE/MWSB Truck <b>Firm A</b> • Subcontracts to Non-DBE/MWSB Truck <b>Firm C</b>	+	Non-DBE/MWSB Truck <b>Firm C</b> Non-DBE/MWSB Truck <b>Firm C</b> Employees Value of <b>non-DBE trucks exceeds the value of DBE trucks</b>	=	<ul style="list-style-type: none"> <li>• Credit only for the value of fees or commission, not hauling fees</li> <li>• Must be pre-approved by RDUAA</li> </ul>

\*DBE/MWSB employees, not 1099 contracted drivers

Examples #5 & 6

The DBE may lease trucks from a non-DBE firm. Trucks leased with drivers from a non-DBE are entitled to credit for the total value of transportation services not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers.