



# REQUEST FOR QUOTATION (RFQ)

Procurement Department  
Raleigh – Durham Airport Authority  
1000 Trade Drive  
P.O. Box 80001  
RDU Airport, NC 27623-0001

<b>RFQ NO.:</b> 554-16-001	<b>DESCRIPTION:</b> LAND APPRAISAL STUDY	<b>DUE DATE AND TIME:</b> October 30 <sup>th</sup> , 2015 by 5:00 PM
<b>CONTRACTS OFFICER:</b> Monica Olsen	<b>E-MAIL:</b> monica.olsen@rdu.com	<b>PHONE:</b> 919.840.7752

### Notice to Contractors

Raleigh-Durham Airport Authority (the “Authority”) is requesting written quotations for the products and/or services listed herein. All offers are subject to the conditions identified and stated within. All written quotations will be received **no later than 5:00 PM** on 30<sup>th</sup>, October, 2015 at the following email address: monica.olsen@rdu.com.

Applicable instructions for Contractors and standard terms and conditions are included. All Quotations are subject to rejection unless submitted on this form. Prices must be firm for one hundred eighty (180) calendar days after the due date specified above.

### Instructions for Quotations

The Authority reserves the right to reject any or all bids or to award bid based on performance, delivery, quality and price, whichever is in the best interest of the Authority. Any deviation from Specifications/Scope of Work indicated herein must be clearly stated. Deviations shall be identified and explained in detail. **The Contractor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**

The Authority reserves the right to accept any item or group of items on a multi-item bid. In addition, the Authority reserves the right to make partial, progressive or multiple awards, where it is advantageous to award separately by item or group of like items, or where more than one supplier is needed to provide the requirements as to quantity, quality, delivery, service or other factors deemed by the Authority to be pertinent to the purchase in question.

#### Submission of Quotations:

The Bid/Quotation form, price quote sheets, specifications and applicable MWSB forms are to be submitted via email to:

Monica Olsen  
Procurement and Contracting Department  
Raleigh – Durham Airport Authority  
Email: monica.olsen@rdu.com

**\*\*In the subject line of the response, Contractor must reference: RFQ#: 554-16-001**



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### **Questions:**

Questions concerning the RFQ requirements must be submitted in writing via email no later than Tuesday, October 27<sup>th</sup> at 5:00 PM EST to the contact person noted above. All questions submitted in writing will be answered in the form of an addendum to this RFQ, and emailed to the potential Contractors. Questions will not be accepted that are received after the date and time deadline noted.

**\*\*In the subject line of your questions, Contractor must reference: RFQ#: 554-16-001**

**This Request for Quotation does not require a public opening of bids.**

### **Design and/or Manufacturer Requirement:**

Goods/Materials are required to meet industry standards or as indicated in the detailed specifications.

### **Warranty Requirements:**

At a minimum, the manufacturer's standard warranty shall be included in the quoted price.

### **'OR EQUAL' Interpretation:**

It is the Contractor's responsibility to prove to the Authority that each proposed item is equal to the grade or quality of material specified. In all such situations, the Contractor shall indicate clearly the product (brand and catalog or model numbers) on which the submission is based, and shall supply a sample and sufficient data to enable a comparison to be made by the Authority with the particular brand or manufacturer specified. Failure to submit the required information shall be grounds for rejection.

The Authority shall be the sole judge concerning the merits of the grade or quality of product specified.

### **Quality:**

All components used to manufacture or construct any supplies, materials or equipment covered in this Request for Quotation shall be new (unless otherwise specified), the latest model, of the best quality and highest grade workmanship. Vehicles and/or equipment shall be equipped with such necessary equipment complying with the North Carolina law, but not including licensing. Materials must comply with all applicable Federal and State OSHA requirements in affect at the time this Request for Quotation is issued.

### **Quantities (Term Contracts Only):**

The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

### **Inspection of Contractor's Site:**

The Authority reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a Contractor prior to contract award, and during the contract term as necessary for the Authority's determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.

### **Work on Authority's Premises:**

The Contractor will ensure that its employees and agents shall, whenever on the Authority's premises,



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obey all instructions and directions issued by the Authority with respect to work on the Authority's premises. The Contractor agrees that its personnel and the personnel of its subcontractor(s) will comply with all rules, regulations and security procedures of the Authority when on the Authority's premises. The Contractor shall maintain a clean and safe job site at all times and is to restore all disturbed areas to their existing condition.

### **Delivery of Items:**

All orders shall be shipped complete and at one time to the Authority. Partial shipments of items are not allowed.

### **Taxes:**

- a. Federal: 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.
- b. Other: Prices offered shall not include any applicable North Carolina and County sales and use taxes but applicable taxes shall be shown as separate items added to invoices.

### **Minority or Women-Owned Small Business (MWSB) Program Requirements:**

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 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 procurements awarded by the Authority.

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. Firms which are not owned by members of these groups may not be utilized to achieve MWSB Goals in Authority contracts.

Additional information concerning the Authority's MWSB Program and links to the NCDOT and HUB directories are available on the Authority's website (<http://www.rdu.com/business/smallbusiness.html>). Prospective Contractors are encouraged to inspect these databases to assist in locating firms for MWSB participation. Proof of certification must be included in the response submitted to the Authority.

### **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. In accordance with the MWSB Program, the Authority will require that the selected firm must either meet



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the MWSB goals or demonstrate that the Contractor has made sufficient good faith efforts to meet the MWSB goals. The MWSB goals are as follows:

MBE Goal: The goal for minority-owned business participation is five percent (7%)

WBD Goal: The goal for women-owned business participation is five percent (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.

MWSBs and small businesses are encouraged to respond to this solicitation.

**Contractor must complete and return Appendix A of this solicitation.**

### MWSB Program Provisions

All Contractors shall agree by the submission of a Quotation 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 or exceed 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 quotation from further consideration for award. Contractors specifically agree to comply with all applicable provisions of the MWSB Program and any amendments thereto.

### 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) SWBE – Women’s Business Enterprise National Council: Small Women Business Enterprise.

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.



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

### Required Documentation – Quotation Submission

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

- a) Contractor's commitment that it will meet the requirements of the Authority's MWSB Program and that the Contractor 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 women-owned small businesses, as provided under MWSB Goals above.
- b) Name and contact information for each proposed MWSB subcontractor; list proposed key personnel and principals for each subcontractor.
- c) Contractor's commitment to use the MWSB subcontractors listed in the bid as submitted.
- d) 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.

Contractors 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.

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

### MWSB Program Requirements

- a) Following the submission of the bids, no change shall be made in any of the MWSB contractors or subcontractors proposed to be engaged by the proposing Contractor without the prior written consent and approval of the Authority.
- b) If the bidding 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. 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 contract as the original MWSB to the extent necessary to meet its MWSB commitment. The Contractor must give the MWSB notice in writing, with a copy to the 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.
- c) 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.



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- d) 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 of Work modifications.
- e) Upon the Authority's request, the Contractor shall provide Authority access to 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 Edwards via e-mail at [thiane.edwards@rdi.com](mailto:thiane.edwards@rdi.com) or via telephone at (919) 840-7712.

### **Confidential Information:**

As provided by statute, the Authority will consider keeping trade secrets confidential which the Contractor does not wish disclosed. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Contractor. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether or not it is will be determined by the Authority.

The Contractor shall treat all work product and any other information or knowledge related to the specifications and/or scope of services, in any form whatsoever, 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.

### **Collusion and/or Bid Rigging:**

The Contractor shall declare that the bid is not made in connection with any other bidder submitting a bid for the same goods and/or services, except if the bid is submitted by a consortium of Contractors, and is in all respects fair and without collusion or fraud.



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## SPECIFICATIONS AND/OR SCOPE OF WORK

### 1. Specifications

The Raleigh- Durham Airport Authority seeks to retain a qualified consultant to perform a rent study to determine the market rent for on-airport properties.

RDU is looking for a qualified appraiser to appraise approximately 10 parcels. The initial locations are rental car properties which include areas used for parking overflow. The parcels consist of land that is on the landside of the Airport. One parcel, Lot 5, abuts other airside parcels, and has future aeronautical development potential.

Based on cost and performance, the Authority may seek the appraisal of approximately 7 additional parcels. The additional properties are air cargo lots at RDU. The parcels consist of land that is on the landside of the cargo facilities and land on the airside of the cargo facilities.

The initial parcels are described in Attachment 1- Rental Car Parcel Listing. The Authority reserves the right to modify Attachment at any time, and at no additional cost. The additional and optional parcels are described in Attachment 2- North Cargo Ground Lease Appraisal Listing.

### 2. Qualifications & Experience of Contractor:

Contractor must:

- Provide an overview of its suggested approach, including how it will work with the Authority to ensure timely, high quality, cost-effective performance.
- Provide a Statement of Qualifications that includes:
  - Resumes of key personnel to be assigned to the project, specifically identifying relevant experience and other areas of responsibilities.
  - Memberships and designations of key personnel to be assigned to the project, including any Member Appraisal Institute (“MAI”) designations.
  - A concise description of relevant work experience that includes specific examples of project descriptions, cost, length of time involved and specific responsibilities.
  - A description of any experience in preparing significant, commercial/industrial appraisals, comparable in size and scope to the assignment described in this RFQ.
  - A description of any appraisal experience at the Raleigh-Durham International Airport and/or for the Raleigh-Durham Airport Authority.
  - A description of any appraisal experience at another international airport or other large scope appraisal; or such experience of an MAI designated appraiser who will be employed for this appraisal study.
  - A description of any industrial/commercial appraisal experience within the Research Triangle market; or such experience of an MAI designated appraiser.
- Describe in detail the information and assistance your firm will require from the Authority in completing the project.



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### 3. Services & Requirements of Contractor

The appraisal services sought under this RFQ entail the creation and completion of an appraisal study of designated parcels of property on the RDU. The appraisal study will have the following objective: To indicate the fair market rental rate (dollars per square foot) of each of the designated parcels. The appraisal study is to cover land values only. All improvements on the properties are to be **excluded** from the appraisal assignment.

The Authority requires a formal narrative appraisal report, \_\_5\_\_ bound copies and a PDF version of the report, and one electronic copy provided on a thumb drive. The appraisal report must be complete in draft form no later than \_\_TBD\_\_, and in final form no later than \_\_TBD\_\_.

These services are to be performed in accordance with the provisions contained in this RFQ and as defined by the Uniform Standards of Professional Appraisal Practice. Fees for services performed will be released upon successful completion of the following: (1) Authority acceptance of draft Appraisal report, and (2) Authority acceptance of final Appraisal report.

Appraisal services may include meetings with Authority staff or airport tenants concerning airport property rental rates.

For the project, the Contractor is to:

- Identify and select airports comparable to RDU, with consideration given to regional and national airport data.
- Identify and select similar properties at the selected comparable airports.
- Consider market trends and market conditions.
- Determine market rents.
- Provide an executive summary identifying the method used, major assumptions, and conclusions.

The Authority reserves the right to approve or deny access to contractor on RDU premises. Onsite access restrictions on certain days of the week may apply.



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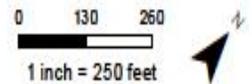
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## Attachment 1- Rental Car Parcel Listing



### Rental Car Appraisal

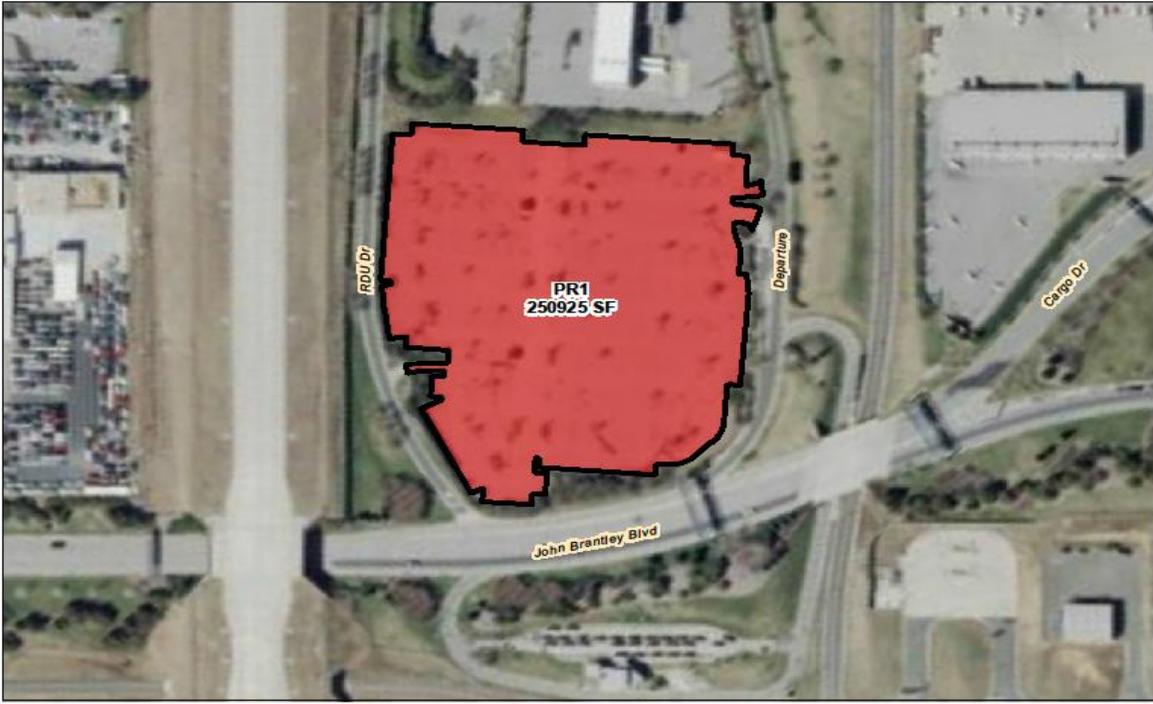
Map Document: \\Rdu\gis1\el\GIS\Current\_Projects\FB&A\2015\0916\_Rental\_Car\_Appraisal\_RFP\RFP\_Map.mxd 9/17/2015





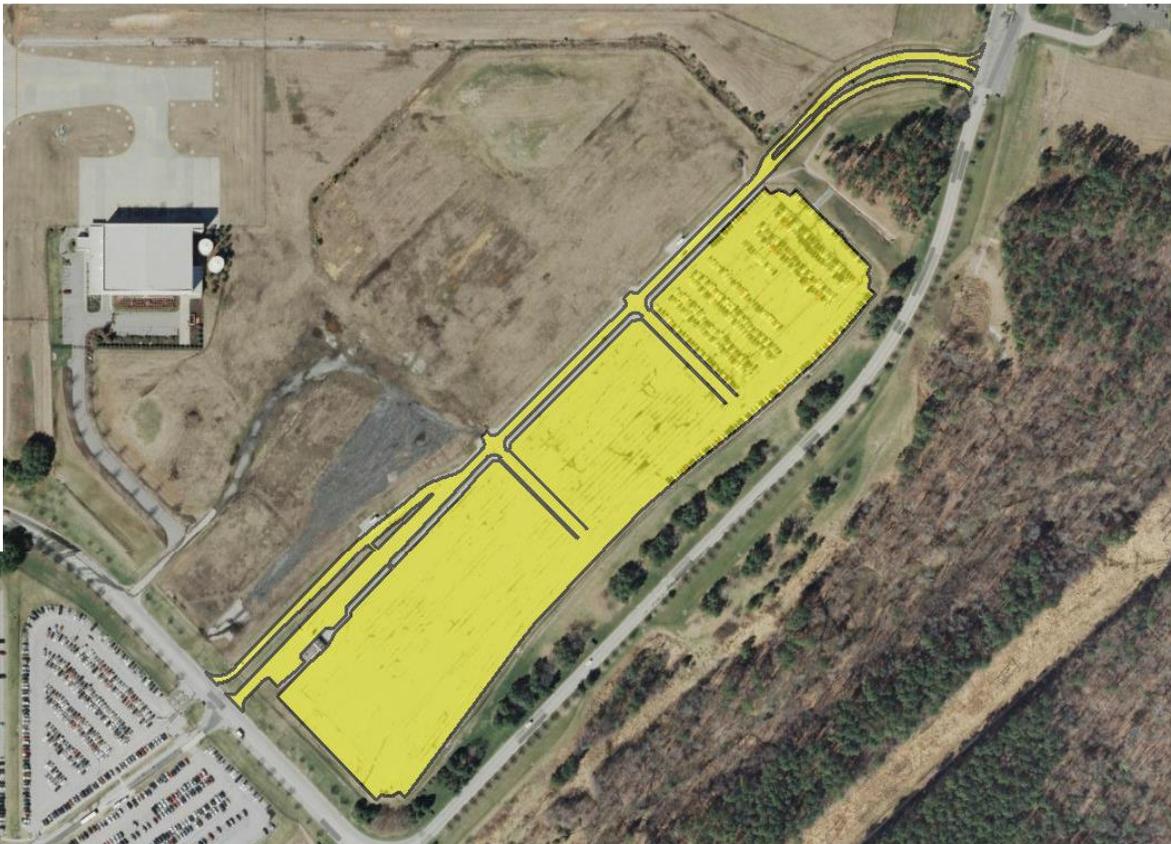
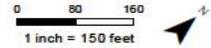
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## Park & Ride 1 Appraisal

Map Document: \\Rdugis1\GIS\Current\_Projects\FB&A\2015\0916\_Rental\_Car\_Appraisal\_RFP\RFP\_Map\_PRs.mxd 9/28/2015

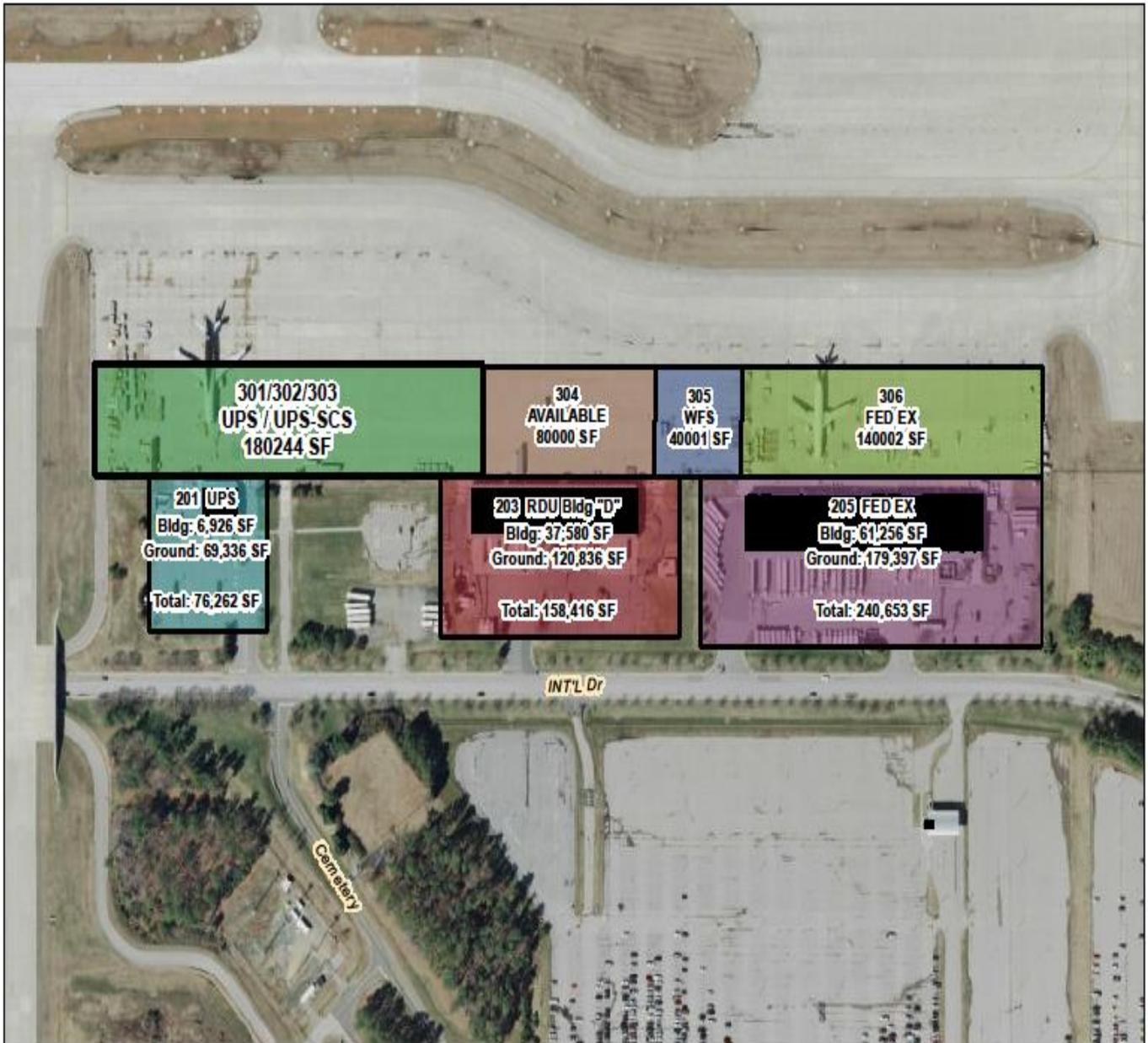




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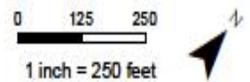
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## Attachment 2- North Cargo Ground Lease Appraisal Listing



### North Cargo Ground Lease Appraisal

Map Document: \\RDU\git\w\GIS\Current\_Projects\BAA\2015\0916\_Rental\_Car\_Appraisal\RFQ\1001\_North\_Cargo\INC\_GroundLease\_NoBldg\_RFQ\_Map.mxd 10/2/2015





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## BID/QUOTATION FORM

### Cost of Services and Fees

#### Phase I

Item No.	Qty	Unit	Description: Rental Car Parcel Listing	Cost Not to Exceed
001	1	Job	National/ Alamo Car Rental Service Site AREA = 192,750 SF	\$
002	1	Job	Dollar/Thrifty Car Rental Service Site AREA = 82,617 SF	
003	1	Job	Hertz Car Rental Service Site AREA = 356,943 SF	
004	1	Job	Budget Car Rental Service Site AREA = 162,578 SF	
005	1	Job	Enterprise Car Rental Service Site AREA = 97,055 SF	
006	1	Job	Avis Car Rental Service Site AREA = 285,555 SF	
007	1	Job	Former Alamo Car Rental Service Site AREA = 114,555 SF	
008	1	Job	Advantage Car Rental Service Site AREA = 64,774 SF	
009	1	Job	Lot 1 Overflow Parking AREA = 64,774 SF	
010	1	Job	Lot 5 Overflow Parking AREA = 64,774 SF	

Estimated Completion Time- Phase I \_\_\_\_\_



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## Phase II (optional)

### Alternate 1

Optional Cost (RDUAA Reserves the right to award or not to award Phase II)

Item No.	Qty	Unit	Description: Tenant Parcel Listing	Cost Not to Exceed
001	1	Job	UPS Site AERONAUTICAL AREA = 180,244 SF NON-AERONAUTICAL AREA = 69,336 SF	\$

Estimated Completion Time- Phase II, **Alternate 1** \_\_\_\_\_

### Alternate 2

Item No.	Qty	Unit	Description: Tenant Parcel Listing	Cost Not to Exceed
<b>Aeronautical Sites</b>				
001	1	Job	Site 301-303 UPS/UPS-SCS AREA = 180,244 SF	\$
002	1	Job	Site 304 AVAILABLE AREA = 80,000 SF	
003	1	Job	Site 305 WFS AREA = 40,001 SF	
004	1	Job	Site 306 FED EX AREA = 140,002 SF	
<b>Non-Aeronautical Sites</b>				
005	1	Job	Site 201 UPS AREA = 69,336 SF	
006	1	Job	Site 203 RDU Bldg "D" AREA = 120,836 SF	
007	1	Job	Site 205 FED EX AREA = 179,397 SF	

Estimated Completion Time- Phase II, **Alternate 2** \_\_\_\_\_



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**Failure to execute/sign Quotation prior to submittal shall render Quotation invalid.  
Late Quotations are not acceptable.**

Company Name:  
Print Name:  
Print Title:

Authorized Signature: \_\_\_\_\_  
Date:  
Email Address:  
Phone Number:



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**Appendix A**

**MWSB AFFIDAVIT**

**A. Authorized Representative**

I HEREBY AFFIRM THAT:

I am the (enter Title) and the duly authorized representative of (enter Business Name) (the Business) and that I possess the legal authority to make this statement on behalf of myself and the Business for which I am acting.

**B. Affirmation Regarding MWSB Program Acknowledgement and Compliance**

I FURTHER AFFIRM THAT:

I am aware of and intend to comply with the Authority’s Minority and Women-Owned Small Business (MWSB) Program. As such [check one]:

The Business is certified as a woman- or minority-owned small business by an accepted agency as described in the MWSB Program document. Therefore, the Business will achieve the MWSB goals as described in the solicitation. (Attach proof certification)

The Business is not certified as a woman- or minority-owned small business, and therefore will not meet the MWSB goals as described in the solicitation. However, the Contractor acknowledges the MWSB policy and has made good faith efforts towards the inclusion of MWSB firms in this solicitation. If it should become necessary to subcontract some portion of the work at a later date or obtain materials or services in conjunction with this solicitation, the Contractor will notify the Authority and institute good faith efforts to comply with all requirements of the MWSB program in providing equal opportunities to MWSBs.

**I DO SOLEMNLY DECLARE THAT THE CONTENTS OF THIS STATEMENT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.**

\_\_\_\_\_  
Name of Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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### STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions are the final and complete expression of the commercial relationship between the parties. The Contractor's assent to these terms and conditions is evidenced by its provision of goods/services to the Raleigh-Durham Airport Authority (Authority) or the signature of the Contractor's representative. Contractor's representative hereby affirms that he or she is authorized by the Contractor to execute and accept these terms and conditions.

- 1. Goods/Scope of Services:** Contractor shall provide the Authority the Goods and/or Scope of Services detailed in the solicitation and executed contract. Contractor is qualified to provide such goods and/or services, and possesses all necessary licenses, authorizations, and permits necessary to provide such goods/services in accordance with these Terms and Conditions. Unless otherwise stated, all items offered shall be new and in first class condition.
- 2. Payment:** Payment shall be made up to 30 days from date of invoice without any late fee or interest accrual. Payment by the Authority will be made by check.
- 3. Availability of Funds:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the Authority for the purpose set forth in this contract.
- 4. Additions/Amendments:** Equipment, parts, services or labor in addition to those specified within may not be included without written authorization by the Authority. Services or goods requested by the Authority in addition to those specified in these Terms and Conditions will be provided upon receipt of the Authority's written authorization and invoiced at Contractor's prevailing labor rates and parts charges or as agreed upon by the parties, whichever is lower. Any additional services, parts or labor shall be supplied subject to these Terms and Conditions.
- 5. Returns:** Items that do not conform to the anticipated use shall be returnable by the Authority for a full refund, without restocking charges.
- 6. Shipments:** All shipments shall be F.O.B. Destination point, freight prepaid and allowed.
- 7. Partial Shipments:** Contractor shall have the right to ship any portion of the order governed by these Terms and Conditions and invoice the Authority for such partial shipment once the complete order has been received by the Authority.
- 8. Delays:** Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party.
- 9. Warranty:** Contractor warrants that all goods supplied hereunder will be free from defects in material and workmanship. Contractor shall at its option repair or replace any equipment, part or component sold by Contractor and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Contractor passes on to the Authority any available manufacturer's warranty for those products manufactured by a third party. Contractor warrants that all services provided by Contractor hereunder shall be performed in a workmanlike manner, meeting all professional standards. In the event any such service is determined to be defective within one hundred and twenty (120) days of completion of that service, Contractor shall at the Authority's option re-perform at no cost to the Authority or issue a credit for such service.



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- a) Contractor's obligation to repair or replace any defective equipment, parts or components during the warranty period shall not be the Authority's exclusive remedy.
  - b) Contractor shall be responsible for labor charges for removal or reinstallation of defective equipment, parts or components, charges for transportation, handling and shipping, or for repairs or replacement of such equipment, and parts or components required as a consequence of faulty installation or misapplication, but not vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration or improper operation by persons other than the Contractor.
  - c) This warranty is given in lieu of all other warranties, express, implied or statutory including the implied warranties of merchantability and fitness for a particular purpose.
- 10. Working Hours:** All services performed hereunder, including major repairs, are to be provided during hours specified by the Authority.
- 11. Authority Responsibilities for Contractor-Provided Services Only:** The Authority shall:
- a) Provide safe and reasonable equipment access.
  - b) Permit access to the Authority's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
  - c) Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified services.
  - d) Promptly notify Contractor of any unusual operating conditions.
  - e) Upon agreement of a timely mutual schedule, allow Contractor to stop and start equipment necessary to perform service.
  - f) Where Contractor's remote monitoring service is provided, provide and maintain remote connectivity with long distance direct dial and answer capability.
  - g) Operate the equipment properly and in accordance with instructions.
  - h) Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
- 12. Equipment Condition and Recommended Service for Contractor Provided Maintenance/Inspection Services Only:** Upon the scheduled inspection(s), should Contractor determine the need for replacement or repairs outside the Specifications/Scope of Services, the Contractor shall provide the Authority a written equipment condition report including recommendations for corrections and the price for repairs not included in the Specifications/Scope of Services. In the event Contractor recommends certain additional services and the Authority does not elect to have such services performed, Contractor shall not be responsible for any equipment or control failures, operability or damage that may result. Contractor at its option will either continue to maintain equipment and/or controls to the best of its ability or remove such equipment from the Scope of Services, adjusting the payment(s) due from the Authority accordingly.
- 13. Proprietary Rights (Service Contracts only):** During the term specified and in combination with certain services, Contractor may elect to install, attach to the Authority's equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Contractor. No devices installed, attached to real property or portable device(s) shall become a fixture of the Authority's locations. The Authority shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Authority equipment.



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- 14. Liability and Indemnification:** Contractor shall be liable for damage to property and to persons, to the extent that Contractor's negligent or willful acts or omissions directly contributed to such injury or property damage. Contractor shall indemnify, defend and hold harmless the Authority, its officers, employees and agents, of, from and against all suits, actions, claims, losses, damages, liabilities and attorneys' fees costs, and expenses which may be sustained, incurred or suffered, or which may be asserted against them, arising out of Contractor's negligent or willful acts or omissions. Under no circumstances shall the Authority or Contractor be liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.
- 15. Patents:** Contractor shall be responsible for all license fees and royalties and assume all costs incident to the manufacturer or use of any invention, appliance, article, design process or device in the performance of this contract which is subject of patent rights or copyrights held by others.
- 16. Advertisement:** Contractor shall not partake in any commercial advertising in regard to said contract, without the written consent of the Procurement and Contracts Manager.
- 17. Cancellation:** The Authority may cancel the obligations and duties herein with thirty (30) days written notice to Contractor. The Authority shall be responsible for payment of costs and expenses incurred by the Contractor prior to the date of the notice and not able to be avoided. Upon early termination or expiration of these Terms and Conditions, Contractor shall have reasonable access to enter Authority locations to disconnect and remove any Contractor-owned proprietary property or devices as well as remove any and all Contractor-owned parts, tools and personal property.
- 18. Authority Termination for Contractor Non-Performance:** The Authority shall have the right to terminate its obligations to Contractor for Contractor's non-performance provided Contractor fails to cure such non-performance within fifteen (15) days after having been given written notice of the non-performance. Upon early termination or expiration of these Terms and Conditions, Contractor shall have reasonable access to enter Authority locations to disconnect and remove any Contractor-owned proprietary property or devices as well as remove any and all Contractor-owned parts, tools and personal property.
- 19. Contractor Termination:** Contractor reserves the right to discontinue its obligations to the Authority any time payments have not been made as agreed or if alterations, additions or repairs are made by another Contractor to any equipment covered without prior agreement between the Authority and Contractor.
- 20. Rights to Records:** The Authority shall have access to persons and records as a result of all contracts between the parties.
- 21. Price Adjustments (Term Contracts Only):** Any price changes, downward or upward, which might be permitted during the contract period, must be general, either by reason of market change or on the part of the Contractor to other customers.

  - a) **Notification:** Must be given to Procurement Officer, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
  - b) **Decreases:** The Authority shall receive full proportionate benefit immediately at any time during the contract period.



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- c) **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with the Authority reserving the right to accept or reject the increase. Such action by the Authority shall occur not later than 30 days after the receipt by the Authority of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 30 days reserved to evaluate the request for increase.
- d) **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.

### 22. Insurance:

**Coverage:** During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

A. COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE

\$1 million per occurrence  
\$2 million aggregate

B. COMMERCIAL AUTO LIABILITY

\$1 million combined single limit

C. UMBRELLA EXCESS LIABILITY

**Airside Operations:** Excess coverage on insurance required in (A) and (B) above in the amount of \$5,000,000.

**Landside Operations:** Excess coverage on insurance required in (A) and (B) above in the amount of \$1,000,000.

D. WORKERS COMPENSATION EMPLOYERS LIABILITY

\$500,000/\$500,000/\$500,000 bodily injury by accident or disease

**Requirements:** Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract. The Authority shall be named as an additional insured on all policies related to the work under this



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contract; excluding worker's compensation. Contractor shall provide certificate(s) of insurance prior to starting work on the project.

23. **Applicable Law and Venue:** These Terms and Conditions and any dealings between the parties shall be governed by the laws of the State of North Carolina without regard to conflicts of laws principles. Exclusive venue shall be in the state or federal courts of Wake County, North Carolina.
24. **Severability:** If any provision of this contract shall be declared invalid or unenforceable, the remainder of the contract shall continue in full force and effect.
25. **Hazardous Materials:** Contractor is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Contractor encounters any asbestos or other hazardous material while performing its obligations hereunder, Contractor may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Contractor's performance shall be extended accordingly.
26. **Supersedure, Assignment and Modifications:** These Terms and Conditions and any attachments hereto contain the complete and exclusive statement of the agreement between the parties and supersede all previous or contemporaneous, oral or written, statements. Any additional terms offered by Contractor are rejected. In the event of a conflict between these Terms and Conditions and any attachments, these Terms and Conditions shall prevail. No party may assign these Terms and Conditions without the other party's prior written consent. No modification hereto shall be binding unless in writing and signed by both parties.
27. **Signature:** Any document containing a valid electronic signature or the copy of a valid signature shall be deemed to be an original signature and any document bearing such shall be deemed to be a valid document bearing an original signature affixed by hand.
28. **Notices:** Contractor shall provide the authority an address to which any written notice must be sent. Written notice to the Authority shall be given to: Director of Procurement, 1000 Trade Drive, PO Box 80001, RDU Airport, NC 27623 with a true copy to any other addressee designated by the Authority.