



Informal - Request for Bids

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

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| RFB NO. PCD2013-TP009 | DESCRIPTION: Large Screen NEC Monitors for Terminal #2 | DUE DATE AND TIME: Thursday, March 6, 2014 no later than 2:00pm EST |
| CONTRACTS OFFICER: Travis Pierce | E-MAIL: Travis.Pierce@rdu.com | PHONE: 919-840-7833 |

Notice to Bidders

Raleigh-Durham Airport Authority (the “Authority” or “RDU”) is requesting written bids/quotations for the products and/or services listed herein. All offers are subject to the terms and conditions identified and stated within. All written bids/quotations will be received **no later than 2:00 pm EST on Thursday, March 6, 2014** at the following email address: Travis.Pierce@rdu.com .

Applicable instructions for offerors and standard terms and conditions are included. All Bids/Quotations are subject to rejection unless submitted on this form.

Instructions for Bids/Quotations

The Authority reserves the right to reject any or all bids/quotations or to award bid(s) based on performance, delivery, quality and price, whichever is in the best interest of the Authority. Any exceptions taken to specifications must be noted.

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 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.

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 proposal price.

‘OR EQUAL’ Interpretation:

It is the Bidder’s responsibility to prove to the Authority that each proposed item is equal to the grade or quality of material specified. On all such bids, the Bidder shall indicate clearly the product (brand and catalog or model numbers) on which the proposal 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 Bids (RFB) 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 RFB is issued.

Work on Authority's Premises:

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

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 procurement awarded by the Authority. Additional information concerning the Authority's MWSB Program may be found on the internet at <http://www.rdu.com/business/smallbusiness.html>.

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

MB Goal: The goal for minority-owned business participation is five percent (5%)

WB Goal: The goal for woman-owned business participation is five percent (5%)

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

Vendor must complete the MWSB AFFIDAVIT of this solicitation (page 5 of 10).

Minority and Women-Owned Small Business (MWSB)

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.

Links to the NCDOT and HUB directories are available on the Authority's Small Business Program website (<http://www.rdu.com/business/smallbusiness.html>). 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.

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@rdud.com or via telephone at (919) 840-7712.

Delivery of Items:

All orders shall be shipped complete, and all at one time to the Authority. No partial shipments of items are allowed.

Submission of Bids:

This bid form, price quote sheets, specifications and applicable MWSB forms are to be submitted via email to:

Travis Pierce, MBA, CLGPO, CPPO, CPPB
Procurement and Contracting Department
Raleigh – Durham Airport Authority
Email: Travis.Pierce@rdi.com

****In the subject line of the response, please reference: RFB#: PCD2013-TP009**

Questions:

Questions concerning the RFB requirements must be submitted in writing via email no later than February 28, 2014 at 8:00am. They must be e-mailed to Travis.Pierce@rdi.com. All questions submitted in writing will be answered in the form of an addendum to this RFB, and emailed to the potential bidders. Questions will not be accepted that are received after the date and time indicated for questions.

****In the subject line of the your questions, please reference: RFB#: PCD2013-TP009**

This Informal Request for Bid does not require a public opening of bids.

Confidential Information:

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

The vendor 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 bidder and includes without limitation any governmental unit, private enterprise or individual.

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 shall be added to invoices as separate item.

Shipments: All shipments shall be F.O.B. destination point, freight prepaid.

BID/QUOTE FORM

| Department: | | Information Systems | | |
|-------------------------|-----|--|------------|----------------|
| Background Information: | | These monitors are part of the Authority's Terminal #2 Refresh Program. The Authority needs the exact monitors listed below (new) and not refurbished . They must be NEC as we have software that interfaces with the NEC monitors. | | |
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| Line # | Qty | Item Description | Unit Price | Extended Price |
| 1 | 4 | NEC 32" Class. MFG# V322 | | |
| 2 | 15 | NEC 46" Class. MFG# X462S | | |
| 3 | 15 | NEC 55" Class. MFG# X552S | | |
| 4 | | Subtotal | | |
| 5 | | Freight/Shipping(FOB Destination) | | |
| 6 | | Tax | | |
| 7 | | TOTAL (including shipping & tax) | | |

Failure to execute/sign your bid/quote prior to submittal shall render your bid/quote invalid. Late bids/quotes are not acceptable. Your signature below also confirms that you will comply with the Authority's Terms and Conditions (pages 6-10 below).

Company Name: _____

Print Name: _____ Print Title: _____

Authorized Signature: _____ Date: _____

Email Address: _____ Phone Number: _____

This bid/quote is valid for _____ calendar days from the due date & time of this RFB.



Raleigh-Durham Airport Authority
MWSB AFFIDAVIT

| | |
|------------------------------|----------------------------------|
| Bidder/ Proposer Name: _____ | RFB/RFP/RFQ Number: _____ |
| RFB/RFP/RFQ Title: _____ | RFB/RFP/RFQ Due Date: _____ |
| MB Contract Goal: _____ | Proposed MB Participation: _____ |
| WB Contract Goal: _____ | Proposed WB Participation: _____ |

A. Authorized Representative

I HEREBY AFFIRM THAT:

I am the [title] _____ and the duly authorized representative of [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 bidder acknowledges the MWSB Program 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 bidder 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.

Signature: _____ Date: _____

Print Name and Title of Authorized Representative: _____

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 solely 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.

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. 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.

10. 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.

- 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, for charges for transportation, handling and shipping, or for repairs or replacement of such equipment, and parts or components.
- 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.

11. Working Hours: All services performed hereunder, including major repairs, are to be provided during hours specified by the Authority.

12. Responsibilities for Contractor Provided Services Only: The Authority shall:

- a. Provide safe and reasonable equipment access and a safe environment.
- 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 a telephone line 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.

13. 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 Specifications/Scope of Services, adjusting the payment(s) due from the Authority accordingly.

14. 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.

15. 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.

16. 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 patentrights or copy rights held by others.

17. Advertisement: Contractor shall not partake in any commercial advertising in regard to said contract, without the written consent of the Procurement and Contracts Manager.

18. 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.

19 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 contractor 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.

20. 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 thirty (30) days after having been given prior 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.

21. 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.

22. 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.

23. 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.

25. Supersedure, Assignment and Modifications: These Terms and Conditions 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. 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.

26. Rights to Records: The Authority shall have access to persons and records as a result of all contracts between the 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: Procurement and Contracting Department, 1000 Trade Drive, PO Box 80001, RDU Airport, NC 27623 with a carbon copy to any other addressee designated by the Authority.

29. Quantities (Term Contracts Only): The award of a term contract neither implies nor guarantees any minimum or maximum purchases thereunder.

30. 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.
- 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.

31. 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

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

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