



Raleigh-Durham Airport Authority
1000 Trade Drive
PO Box 80001
RDU Airport, NC 27623
www.RDU.com

REQUEST FOR PROPOSALS (RFP)

RFP# PD2015-TP20

RFP TITLE: Print Media Services

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SECTION I - REQUEST FOR QUOTE PROPOSAL INSTRUCTIONS

1. Notice:

Raleigh-Durham Airport Authority (the “Authority”) plans to contract with one or multiple firms (the “Contractor”, “Firm” or “Proposer”) to provide Print Media Services (“Services”).

The Authority is seeking a firm whose combination of experience and expertise will provide timely and cost-effective services to the Authority. For questions related to this RFP, contact Travis Pierce via email at:

Travis Pierce, Contracts Negotiator & Procurement Supervisor

Email (Preferred Method): Travis.Pierce@RDU.com

Direct Phone: (919) 840-7833

2. Schedule of Events:

Issuance of RFP:	August 12, 2015
Pre-Proposal Meeting & Site Visit: (strongly encouraged to attend)	August 19, 2015 at 12:00pm EST
Due Date for Questions:	August 20, 2015 by 12:00pm EST
DUE DATE AND TIME FOR PROPOSALS	August 27, 2015 by 2:00pm EST
Contractor Interviews/Presentations (only if needed)	Week of August 31, 2015
Selection and Award Date:	Week of September 7 , 2015
*The successful Contractor must complete this project by October 31, 2015	

The Authority will try to adhere to the schedule above.

The Pre-Proposal Meeting is not mandatory, but firms are strongly encouraged to attend. A site visit will be held immediately following the pre-proposal meeting. A limit of two (2) representatives from the firm may attend the site visit. The meeting will be held at the date and time listed above at the following location:

Raleigh-Durham Airport Authority Building

1000 Trade Drive

Conference Room # 100B

RDU Airport, NC 27623

3. Submittal of Proposals:

Proposals must be received by the Due Date and Time above at the location below:

Submit/Deliver Proposals by one of the following options:

1. By (UPS) Mail – Raleigh-Durham Airport Authority, Attn: Travis Pierce, Contracts Officer, RDU Center, 1000 Trade Drive, **Morrisville, NC 27560**; or
2. By (FedEx) Mail – Raleigh-Durham Airport Authority, Attn: Travis Pierce, Contracts Officer, RDU Center, 1000 Trade Drive, **RDU Airport, NC 27623**; or
3. By Hand-delivery or United States Postal Service (USPS) – Proposals may hand-delivered to the front desk attendant in the front lobby of the RDU Center, Raleigh-Durham Airport Authority, RDU Center, 1000 Trade Drive, RDU Airport, NC 27623.

Proposals shall be enclosed in a sealed envelope or package, addressed to the Authority. The name and address of the prospective Contractor and the title RFP # PD2015-TP20 shall be placed on the outside of the package. All items required for a responsive proposal shall be included. It is the responsibility of the Contractor to ensure that the proposal package is complete and received at the proper time.

4. Evaluation Criteria & Process:

Evaluation criteria include, but are not limited to, the following, listed in relative order of importance:

- The information provided in response to this RFP (see Scope of Services section);
- The extent and success of previous work provided to organizations similar in nature to those required herein, including but not limited to the references provided by Proposer that reflect the experience and level of service required by the Authority;
- Qualifications/experience of key personnel to be assigned to the Authority;
- All required documentation completed and returned as part of the submittal package; and
- Cost of services.

Proposals will be evaluated based on the Contractor's responses to the requirements of this RFP. Evaluations will focus on relative strengths, weaknesses, deficiencies and risks associated with the proposal. Interviews and/or presentations with firms may be held at the option of the evaluation committee. The Authority reserves the right to obtain clarification or additional information with any firm in regards to its proposal. The Authority reserves the right to select a responsive, responsible firm(s) on basis of best value that is most advantageous to the Authority. Firms who submit proposals will be notified of the selection results. Final recommendation of any selected firm is subject to the approval of the Authority staff.

5. Proposal Format and Content:

Interested Contractors should submit one (1) original proposal package, including all required forms, and one (1) thumb drive containing a digital copy of the complete proposal package in PDF format.

Firms are to submit their information addressing qualifications, expertise, competence and capability. The proposal submission shall be limited to no more than ten (10) pages maximum, not including the required Forms (see Section IV below). Proposals should use a minimum of size 10 pt. font on 8 1/2 by 11 paper. The Forms may be provided as additional pages. The submittal must address and include:

- 1) A statement of qualification including a profile of the firm;
- 2) Identification of the individual(s) who will be responsible to conduct the services along with their professional credentials, capabilities and experience;
- 3) A list of three (3) verifiable client references that are able to comment on Firm's relevant experience (include company name, contact name and telephone number, email address, nature of company's business, and a description of the services provided);
- 4) Brief description of the level of service and support that would be provided to the Authority;
- 5) The proposed fee structure for the services;
- 6) Provide any additional information that would be beneficial in helping the Authority to select a successful Firm and identify any additional services recommended or needed as part of the search process.

The Proposal must also include the required forms provided in Section IV.

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SECTION II - SCOPE OF SERVICES

1. Services & Requirements of Firm:

The Authority is seeking to do business with one (or two) firms for the two (2) "Shops for RDU" Print Media Projects listed below. Firms are encouraged to provide proposals for alternative, comparable solutions in addition to the exact specifications listed below.

Project 1: RDU Annual Coupon Promotion

Element A of Project 1: Printed Coupons

We are requesting a quote on 31,000 printed coupons for the following specs. Note the caveat following the specs.

- 3.25" x 7" finished size
- 4/0 with bleed
- 70 or 80 lb text weight
- Gloss finish
- Padded in 50s
- Include "files by" date to ensure delivery on/before Oct. 26 to include one proof cycle.

OPTION 1: Quote for no padding

CAVEAT: There will be up to 2 coupons per store/restaurant, resulting in up to 80 different individual files which together total 31,000 coupons. Please make note of this and provide pricing information if costs vary per number of files.

Element B of Project 1: Large Display Signage

To promote the coupon program, signage is needed along the terminal concourses, outside storefronts.

OPTION 1: Temporary Cardboard Signs

- Material should be durable to withstand heavy foot traffic volumes on the concourse. Sign may be bumped by carts, luggage and/or people, including children.
- Quantity is TBD between 18-25
- Not to exceed an 18 square inch footprint.
- Not to exceed a 6' in height or the point where the material makes it unstable
- Full color image on all sides. Same image on each side, for each sign.
- Should have pockets/holders firmly attached or included in the material that allow 3-4 different types of coupons and allow for easy replenishment.

OPTION 2: Permanent Sign Stands With Holders

- Material should be durable to withstand heavy foot traffic volumes on the concourse. Sign may be bumped by carts, luggage and/or people, including children.
- Quantity is TBD between 18-25

- Not to exceed an 18 square inch footprint.
- Not to exceed a 6' in height or the point where the material makes it unstable
- Full color image on all sides. Same image on each side, for each sign.
- Should have pockets/holders firmly attached or included in the material that allow 3-4 different types of coupons and allow for easy replenishment.

CAVEAT: If sign requires inserts instead of directly printing on the structure, provide specs for the inserts and/or costs for printing the inserts.

Element C of Project 1: Tabletop/Point Of Sale Signage

- Provide solution for need for small tabletop/point-of-sale signage
- Must have a pocket for 1 design of coupon (sized above in Element A)
- The ideal solution will have a place to change-out tear-off pads OR holders to easily replenish
- Must have area(s) on the sign that allow for overall program promotion.
- Quantity 50
- One-time use signs or reusable signs are both acceptable.

- End of Project 1 -

Project 2: Vacant Storefront Wallpaper

- This project calls for vendor-identified solutions for covering up to 11 vacant storefront walls in the terminals with full color, custom wallpaper.
- Quote will include printing and installation of the walls.
- To ensure accuracy, measurement of the walls is the responsibility of the vendor, however in general each wall measures 8' high by 16-20' long.
- We are planning to move forward with at least 6 walls immediately, with the others to follow as soon as funds are identified.

- End of Project 2 -

2. Additional Information:

- **Due to the complexity of these projects, firms are strongly encouraged to attend a meeting and site visit, as listed on page on 3 above. Authority staff, including our graphic designer, will be on hand to detail the project. Following the pre-proposal conference, firms who are large format printers, and are interested in quoting on Project #2 (specifically) are encouraged to participate in an on-site tour of the installation locations and must take your own measurements.**

- Subsequent to the publication of this request for proposals, contact with any staff member or member of the Authority Board, other than through the individual designated above, by the Proposer or its representatives may result in disqualification.
- The Authority may amend, cancel or withdraw this RFP in its sole discretion.
- All documents provided by a Proposer may be marked “Confidential and Proprietary” and will be recognized as proprietary and will not be released by the Authority without permission of the Proposer, unless required by law.
- All documents submitted by Proposers become the property of the Authority and may only be returned in its sole discretion.
- The Authority will not be liable for the cost of preparing responses or presentations or for any other costs incurred by the Proposer in responding to this RFP.
- The Authority may select a limited number of Proposers to make presentations and reserves the right to select such Proposers and to make its final selection based upon its evaluation of the criteria listed above.
- The selected firm(s) must be free of any conflict of interest and will be required to advise the Authority of any actual or potential conflict of interest.
- The Authority is not bound to accept the lowest priced Proposal in this process, nor is the Authority bound to accept the highest evaluated Proposal and may reject any or all of the Proposals in its discretion.
- The Authority shall be the sole owner of any and all materials produced for this search, and the Proposer shall warrant that the Authority will have free and clear title to all materials produced and delivered to the Authority, including copyright.

SECTION III - MINORITY AND WOMEN-OWNED SMALL BUSINESS (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 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/do-business-with-rdu/small-businesses/>.

The Authority awards contracts without regard to race, religion, color, creed, national origin, gender, age or handicapping condition. The Authority's contracts are subject to the requirements of North Carolina law, and this contract will be awarded in accord therewith.

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 the MWSB goals or demonstrate that the proposer has made sufficient good faith efforts to meet the MWSB goals

1. 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.

2. MWSB Goals

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

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

WBE Goal: The goal for woman-owned business participation is: Four percent (4%).

In order to comply with the MWSB Program requirements, a proposer must either meet the MWSB Goals or demonstrate that the proposer has made sufficient good faith efforts to meet the MWSB Goals. If the proposer 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.

3. MWSB Program Provisions

All proposers shall agree by the submission of a proposal for this project that MWSBs have the maximum opportunity to participate in the performance of contracts and subcontracts. All proposers are hereby notified that failure to carry out the obligations of the MWSB Program will constitute a breach of good faith in dealing with the Authority, 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 proposal as non-responsive. Proposers specifically agree to comply with all applicable provisions of the MWSB Program and any amendments

thereto. Proposers are encouraged to refer to the MWSB Program which is posted on the Authority's website.

4. 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.

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

5. Required Documentation – Proposal Submission

The Proposer shall prepare a written statement that demonstrates the Proposer understands the MWSB Program requirements and describes the Proposer'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. Proposer's commitment that it will meet the requirements of the Authority's MWSB Program and that the Consultant will make good faith efforts to subcontract at least seven percent (7%) of the dollar value of the contract with minority-owned small businesses and at least four percent (4%) of the dollar value of the contract with woman-owned small businesses.
- B. Name and contact information for each proposed MWSB subconsultant; list proposed key personnel and principals for each firm.
- C. Proposer's commitment to use the MWSB firms listed in the proposal as submitted.

D. The proposed role and description of work for each proposed MWSB firm, including an estimated MWSB participation (percentage) for each firm based on the scope of work identified in the solicitation.

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

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

6. MWSB Program Requirements

A. Following the submission of the proposals, no change shall be made in any of the MWSB consultants proposed to be engaged by the Proposer without the prior written consent and approval of the Authority.

B. If the Contractor proposes to terminate or substitute a MWSB after submitting a proposal, the Proposer 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 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.

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 MWSB regarding payment to each MWSB subcontractor for the prior month's work. These reports will be certified as true and correct by an appropriate company official. To ensure that the Contractor meets all its MWSB commitment, the Authority will review the Contractor's MWSB utilization throughout the term of the contract, including any term extensions of the original contract period.

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.

SECTION IV - REQUIRED FORMS

1. Form A – Cost of Services and Fees (*To be provided by Proposer) – Firms must clearly specify what projects they are quoting Project #1, Project #2, or Both Projects #1 and #2. Firms must provide an itemized breakdown of costs and fees associated with each Element of the Project(s).

2. Form B – Execution of PROPOSAL/Proposal

(SEE NEXT 3 PAGES)

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Form A – Cost of Services and Fees

***To be provided by the Proposer**

Firms must clearly specify what projects they are quoting Project #1, Project #2, or Both Projects #1 and #2. Firms must provide an itemized breakdown of costs and fees associated with each Element of the Project(s).

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Form B (Page 1 of 2) – Execution of Proposal

RFP NAME: _____

RFP NUMBER: _____

FULL LEGAL COMPANY NAME

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

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

By: _____

(Signature of Authorized Official)

(Print Name): _____

(Title): _____

(Submittal Date): _____

(Attach a completed W-9 Form)

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

ACKNOWLEDGEMENT ADDENDA

The Proposer Hereby Acknowledges Receipt of any Addenda

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

NUMBER: _____ DATE: _____ INITIAL: _____

Form B (Page 2 of 2) – Execution of Proposal

By submitting this proposal, the potential contractor certifies the following:

1. This proposal is signed by an authorized representative of the firm.
2. It can obtain insurance certificates as required within 10 calendar days after notice of award.
3. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
4. All labor costs, direct and indirect, have been determined and included in the proposed cost.
5. The offeror has attended the conference/site visit and is aware of prevailing conditions associated with performing these services *(if applicable)*.
- 6. The potential contractor has read and understands the Terms and Conditions (as per Section V below) set forth in this RFP and agrees to them with no exceptions.**

Therefore, in compliance with this Request for Proposals, and subject to all Terms and Conditions herein, the undersigned offers and agrees, if this proposal is accepted within 180 business days from the date of the opening, to furnish the subject services for a cost not to exceed \$_____.

OFFEROR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE NUMBER: _____ FAX: _____

E-MAIL: _____

BY: _____ TITLE: _____

DATE: _____

(Signature)

(Printed name)

ACCEPTANCE OF PROPOSAL – The Authority will issue an official Purchase Order
PO#: _____ **PO DATE:** _____

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered.

SECTION V

SAMPLE AGREEMENT/ TERMS AND CONDITIONS

THAT WILL GOVERN THE PURCHASE ORDER

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

W I T N E S S E T H:

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

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

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

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

I. SCOPE OF SERVICES AND TERM

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

II. PAYMENTS

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

(b) All invoices shall be submitted by the Contractor to the Authority at monthly intervals on or within ten (10) days following the first day of each calendar month. Each invoice shall detail each fee, subject to the limitations described herein. Each invoice shall be accompanied by such documentation as may be requested by the Authority to fully support the claims for payment made. Each invoice shall include a record of payments to Minority and Women-Owned Small Businesses ("MWSB"), as applicable. Credit for previous payments on account by the Authority shall be recognized on the invoice. Any items that are disputed by the Authority will be so identified by the Authority. The Authority shall pay the undisputed amount certified by the Contractor on or

before the last business day of the month, but an invoice shall not be deemed past due until not paid within fifteen (15) days thereafter.

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

(1) the Authority will identify the disputed items and pay any undisputed items pursuant to Section II(b);

(2) the Contractor shall continue to perform the Scope of Services and to meet the requirements of this Agreement, even in the absence of an agreement regarding the disputed items;

(3) the parties may reserve all rights related to the disputed items;

(4) the parties shall negotiate the disputed items in good faith;

(5) at any time during said negotiations, either of the parties may refer the matter to a North Carolina certified mediator agreed upon by the parties; and

(6) any disputed item that is not resolved during negotiations and/or mediation may be referred to the Wake County Superior Court for resolution, which shall have exclusive jurisdiction.

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

III. EXPANSION/REDUCTION OF SCOPE OF SERVICES

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

(1) the Authority may proceed to change the Scope of Services, or any portion thereof, even in the absence of an agreement regarding the resulting reduction or increase in the payment(s) due to the Contractor;

(2) the parties may reserve all rights related to the change in the Scope of Services and the resulting reduction or increase in the payment(s) due to the Contractor;

(3) the parties shall negotiate the resulting reduction or increase in the payment(s) due to the Contractor in good faith;

(4) at any time during said negotiations, either of the parties may refer the matter to a North Carolina certified mediator agreed upon by the parties; and

(5) any dispute related to the change in the Scope of Services and the resulting reduction or increase in the payment(s) due to the Contractor that is not resolved during negotiations and/or mediation may be referred to the Wake County Superior Court for resolution, which shall have exclusive jurisdiction.

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

IV. ADJUSTMENTS TO PAYMENTS

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

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

V. OWNERSHIP OF WORK PRODUCT

(a) The Authority shall be the legal owner of all Work Product. Work Product means all information which the Contractor prepares or obtains in performing the Scope of Services, or which are related to the Scope of Services, except: (1) information in the public domain prior to the execution of this Agreement; (2) information which becomes part of the public domain without any breach of this Agreement; and (3) information in the Contractor's lawful possession prior to the execution of this Agreement. Information means any writing or other source of recorded information of whatever nature and by whatever means recorded and whether or not claimed to be subject to copyright including without limitation: drawings, specifications, written memoranda, raw and interpreted data, notes, records, interoffice communications, policies, procedures, manuals, audits, analyses, surveys, correspondence, reports, minutes, diaries, books, manuscripts, sound recordings, microfilm, computer printouts, drawings or other graphical representations, pictorial reproductions, documents and information available from electronic data storage equipment, summaries or records of conversations, reports of tests, photocopies, pictures and all other papers and writings, including drafts, originals and copies.

(b) The Contractor shall treat all Work Product as confidential information and shall not disclose or make same available to any Third Party without the Authority's advance written consent. Third Party means any person or entity other than the Authority or the Contractor and includes without limitation any governmental unit, private enterprise or individual.

(c) Any use, modifications or extensions of the Work Product by the Authority without the Contractor's specific advance written consent will be at the Authority's sole risk without liability or legal exposure to the Contractor and the Authority shall defend, indemnify and hold harmless the Contractor from all claims, damages,

losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Notwithstanding the foregoing, neither party hereto shall be liable to the other for any indirect, special or consequential damages, including but not limited to lost profits and loss of use.

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

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

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

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

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

VI. PROFESSIONAL SERVICES, INDEMNITY AND INSURANCE

The Contractor's services shall be performed as expeditiously as is consistent with reasonable professional skill and care and the orderly progress of the Scope of Services. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Authority, its officers, agents and employees, from and against claims, damages, losses, liabilities and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the Contractor's services pursuant to this Agreement to the extent caused in whole or in part by negligent acts or omissions of the Contractor. Notwithstanding the foregoing, neither party hereto shall be liable to the other for any indirect, special or consequential damages, including but not limited to lost profits and loss of use. Contractor shall maintain an appropriate commercial general liability policy and any other insurance policies needed to meet all applicable legal requirements. Contractor shall deliver any certificate of insurance to the Authority upon its request.

VII. TERMINATION

The Authority may terminate this Agreement at any time for any reason upon written notice to the Contractor, which notice shall be effective upon the later of the date stated therein or the date the notice is received by the Contractor. No additional Services shall be performed by the Contractor after the termination date stated in the

notice. In the event of such termination, the Contractor's charges to the Authority shall be limited to the charges for the Services theretofore satisfactorily rendered and expenses theretofore incurred or committed and not able to be avoided pursuant to the terms contained herein. The Contractor may terminate this Agreement only upon prior written request to and receipt of written permission from the Authority, in which case the immediately preceding sentence shall apply.

VIII. ENTIRE AGREEMENT

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

IX. ASSIGNMENT

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

X. SUCCESSORS AND ASSIGNS

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

XI. CONSTRUCTION OF AGREEMENT

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

XII. GOVERNING LAW

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

XIII. INDEPENDENT CONTRACTOR

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

XIV. COMPLIANCE WITH APPLICABLE LAWS

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

Authority, the Transportation Security Administration, and the U.S. Customs and Border Protection Service as amended from time to time.

XV. RIGHTS AND REMEDIES

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

XVI. FORCE MAJEURE

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

XVIII. Minority and Women-Owned Small Business Program

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

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

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

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

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

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

END OF SAMPLE AGREEMENT/ TERMS AND CONDITIONS

THAT WILL GOVERN THE PURCHASE ORDER

[END OF RFP#: PD2015-TP20]