



**Raleigh-Durham Airport Authority**

**1000 Trade Drive**

**PO Box 80001**

**RDU Airport, NC 27623**

**[www.RDU.com](http://www.RDU.com)**

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

*for*

**Staffing for Parking, Shuttle Operations, and Gate  
Guards**

**RFP No. 554-RFP21-3001**

**\*\* General Provisions \*\***

**DIRECT ALL INQUIRIES TO:**

**Corinne Lisefski**

**Senior Procurement and Contract Specialist**

**[Corinne.Lisefski@RDU.com](mailto:Corinne.Lisefski@RDU.com)**

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

### **A. Terms and Conditions**

The Services will be governed by an agreement (the “**Agreement**”), a sample of which is attached hereto as **EXHIBIT A – Sample Agreement** to this RFP.

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

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

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

### **B. Request for Acknowledgment**

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

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

### C. Definitions

1. **"Authority"** shall mean the **RALEIGH-DURHAM AIRPORT AUTHORITY**, a public body chartered by the General Assembly of North Carolina under Chapter 168 of the 1939 Session Laws, as amended.
2. **"Award"** shall mean acceptance of a particular Contractor's Bid or Proposal resulting in an Agreement.
3. **"Best and Final Offer"** or **"BAFO"** shall mean a formal document that is used to finalize negotiations with a Contractor.
4. **"Best Value Procurement"** is terminology used for the method that considers factors other than only price, such as quality and expertise, when selecting vendors or Contractors.
5. **"Contract Administrator"** shall mean the Authority representative who shall be the direct liaison between the Contractor and the Authority for this Agreement. That representative will be **Jeff Slayton**.
6. **"Contractor"** shall mean the Contractor that will provide the goods and/or professional services to the Authority.
7. **"Minority and Woman-Owned Small Business"** or **"MWSB"** is a business entity which has been certified by an approved agency as a small business, as defined by the Small Business Administration size standards found in 13 CFR Part 121, that is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, as defined in the Authority's Minority and Women-Owned Small Business Program.
8. **"Offeror"** is a company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
9. **"Request for Proposals"** or **"RFP"** is this formal solicitation document used in negotiated procurements which seeks Proposals from responsive, responsible Contractors.
10. **"Term"** shall refer to the length of time the Agreement will be valid.
11. **"Term Contract"** is an Agreement which explicitly states a fixed duration that the contract will be in effect. The Parties are obligated to adhere to the terms and conditions within the contract until the expiration, or end date, of the contract.

12. **“Third Party”** means any person or entity other than the Authority, the Contractor, or the Contractor’s authorized subcontractors and includes without limitation any governmental unit, insurance carrier, private enterprise, or individual.

**D. Ethics & Objectivity**

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

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

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

**CERTIFICATION REGARDING LOBBYING**

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency,

a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

#### **E. Public Record**

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

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

## **SECTION II RFP General Information**

### **A. Pre-Proposal and Questions**

The Authority reserves the right to revise the schedule in its sole discretion as listed in the RFP Solicitation Specific document.

1. Pre-Proposal Meeting: The pre-proposal meeting will be held virtually. Attendees must RSVP by Tuesday May 5, 2021 at 2:00 pm EST at [Corinne.Lisefski@rdu.com](mailto:Corinne.Lisefski@rdu.com) to receive virtual meeting invite. The meeting is non-mandatory.

## 2. Questions

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

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

Written questions concerning this RFP will be received by the Authority's Point of Contact via e-mail only until the due date for questions as specified in the schedule defined in the Specific Provisions document. Please insert "**Questions - RFP #554-RFP21-3001**" as the subject for the email. The Authority will prepare responses to all written questions properly submitted and post the responses as an Addendum on the primary website referenced herein. Oral responses are not binding upon the Authority.

### **B. Withdrawals and Modifications**

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

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

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

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

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

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

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

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

The Authority may request written clarifications to proposals and/or interviews and oral presentations and may give any Offeror the opportunity to correct defects in its Proposal if the Authority believes doing so does not result in an unfair advantage for the offeror and it is in the Authority's best interests. Any clarification response that is broader in scope than what the Authority has requested may result in the Offeror's Proposal being disqualified. Offerors shall provide the requested information in writing by the date and time specified by the Authority. If the requested information is not timely received, the Offeror's evaluation may be adversely affected and/or the Proposal may be declared non-responsive and not eligible for award.

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

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



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

Offerors must submit sealed packages inclusive of one (1) original hardcopy complete Proposal, and five (5) bound, tabbed copies of the original complete Proposal. The original Proposal must be signed in ink by a company official authorized to make a legal binding offer. An electronic version on a USB flash drive in searchable Adobe Acrobat PDF format to the Authority Contact must also be provided. Refer to the Specific Provisions document, Section II.A for all dates and times and Proposals shall be delivered to the following location:

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

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

RFP Info: Staffing for Parking, Shuttle Operations and Gate Guards, RFP #554-RFP21-3001

**Attn:** Corinne Lisefski, Senior Procurement and Contract Specialist

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

#### **E. Reservation of Rights – Additional Offeror Information**

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

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

The Proposal must also include all required forms as provided in **RFP Attachments**

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

#### **F. Taxes**

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

#### **G. Rejection of Proposals and RFP Cancellation**

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

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

The Authority reserves the right to reject all proposals, in whole or in part for any reason including:

- any offer is unsatisfactory as to quality or quantity, delivery, price or service offered;
- non-compliance with the requirements or intent of this solicitation;

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

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

### **SECTION III    RESERVED**

### **SECTION IV    APPROPRIATIONS**

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

### **SECTION V    INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT**

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

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

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

### **SECTION VII    FIXED PRICING**

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

### **SECTION VIII    RESERVED**

## **SECTION IX    CIVIL RIGHTS – GENERAL**

Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds Contractor and its subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## **SECTION X    CIVIL RIGHTS – TITLE VI ASSURANCE**

**NOTE – CONTRACTOR must also include provisions in its subcontracts**

### **Title VI Solicitation Notice:**

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

### **Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including

employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to Contractor under the Agreement until Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will act with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Contractor may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination based on race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination based on disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination based on age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination based on race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

**SECTION XI    RESERVED**

**SECTION XII    RESERVED**

**SECTION XIII    OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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



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**Staffing for Parking, Shuttle Operations, and Gate  
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**RFP No. 554-RFP21-3005**

**\*\* Specific Provisions \*\***

**DIRECT ALL INQUIRIES TO:**

**Corinne Lisefski**

**Senior Procurement and Contracts Specialist**

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

### **A. Notice**

Raleigh-Durham Airport Authority (the “Authority”) invites proposals from contractors interested in partnering with the Authority to achieve the RDU vision “to deliver a world-class airport experience”. The Authority is accepting proposals for Commercial Driver’s License with Passenger endorsement (CDL-P) certified bus drivers, drivers for 14-passenger shuttles with add-alternates for parking ambassadors, license plate inventory (LPI) takers, and gate guards. This document is a Request for Proposal (“RFP”) for Staffing and Management services associated with the aforementioned scope of work. Proposers must bid on all the sections of this solicitation for a response to be considered compliant.

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

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

### **B. Background**

The Raleigh-Durham Airport Authority (“the Authority”) is responsible for the development, operation and maintenance of the Raleigh-Durham International Airport (“RDU. The Authority operates two (2) commercial air terminals and supports general aviation facilities, commercial and private hangars, and other office buildings and maintenance facilities on Authority property. The Authority manages over 11,000 parking spaces located in the terminal area garage and over 7,000 parking spaces in three (3) surface car parks. Two (2) of the car parks are identified as Park Economy car parks and will be serviced by 40-foot buses when re-activated. The remaining surface car park, branded as Park Express, is a trunk-to-terminal product that will be serviced by 14-passenger shuttles when re-activated. After the on-set of the COVID-19 pandemic the Authority closed all its remote car parks and consolidated all parking in the terminal area garages thus eliminating bus and shuttle service since May 2020. The Authority has developed a car park reactivation policy and procedure that is based on enplanements and car park occupancy, which will also require phased-in busing and shuttle services as demand warrants. Park Economy 3 is scheduled to be the first remote car park to be re-activated between late October 2021 and Spring 2022 which forms the initial bus service requirement of this solicitation. Park Express is expected to be the next car park that is re-activated and is scheduled to re-open to the public Spring 2024. Park Economy 4 has an estimated re-activation of 2026. The projected re-activation dates are subject to change without advance notice.

The Authority owns a fleet of twelve (12) low-floor Gillig bio-diesel buses, four (4) Proterra electric buses, and eight (8) 14-passenger Ford F450 Challenger shuttles. All the buses are 40-foot long and will transport passengers from the two (2) Park Economy car parks to Terminal 1, Terminal 2 and the General Aviation Terminal. The total roundtrip time ranges between 20 to 30 minutes depending on traffic in and around the airport. The 14-passenger shuttles will transport passengers from the Park Express car park to Terminal 1 and Terminal 2. The total roundtrip time ranges between 10 to 15 minutes depending on traffic in and around the airport. The Parking Department buses and shuttles will operate 24-hours a day, 365 days per year to remote

car parks, when required, to support passenger enplanement and car park occupancy levels. The Parking Department also provides buses or shuttles and drivers for various tours and special events that take place on airport property. Shuttles rarely operate off property but may be called upon to assist in special or emergency operations. This will be a complete re-mobilization of the busing/shuttle service at RDU that will have a hard start-up date established to meet customer demand.

The ambassador, gate guard and license plate inventory job functions will only be implemented when occupancy levels and operational needs require them. The Authority will provide a minimum of ninety (90) calendar days' notice to the contractor prior to the start-up date.

Gate 55 is the Airport's controlled gate that provides vehicle-only access from the public to the secured side of the airfield. Gate guards staff the gate 24-hours a day, 365 days per year and perform technical and administrative security enforcement duties to ensure the Authority remains in compliance with the Transportation Security Administration 154, CFR Part 142, Airport Security and Federal Aviation Regulation 14 Part 139, Certification of Airports. Gate Guards are responsible for vehicle access control, ID check and personal verification, and vehicle inspections prior to entering the Airport's Airside secure areas.

Contractor shall perform an assessment of the proposed bus and shuttle operations to include air carrier flight schedules and customer bus and shuttle schedule needs, and enforcement of COVID-19 social distancing and safety protocols. The contractor shall propose an efficient schedule(s) for all passengers that effectively meets the headway and capacity requirements and provides the best customer experience including bus and shuttle stop times, vehicle type, size, etc.

**C. Point of Contact**

The Authority's sole Point of Contact for this RFP is as follows:  
Authority Primary Contact: Corinne Lisefski Senior Procurement and Contract Specialist  
Email (Preferred Method): [Corinne.Lisefski@rd�.com](mailto:Corinne.Lisefski@rd�.com)  
Direct Phone: 919-840-7721

**SECTION II RFP PROCESS AND INSTRUCTIONS**

**A. RFP Schedule**

Activity (All times are Eastern Standard Time)	Date
Issue RFP	Monday, April 26, 2021
Pre-Proposal Meeting ( <i>RSVP by 5/4/21 at 2:00 PM to <a href="mailto:Corinne.Lisefski@rd�.com">Corinne.Lisefski@rd�.com</a> to received virtual invite</i> )	Wednesday, May 12, 2021 at 2:00 PM

Written Questions are due via email  
Response to Questions Posted as an Addendum(Estimated)  
Submission of RFP Acknowledgement Form via email

Friday, May 14, 2021 at 2:00PM  
Friday, May 21, 2021  
Tuesday, May 25, 2021 at 2:00PM

**Proposals are Due**

Contractor Interviews (*if applicable*)  
Presentation to RDUAA Board and Approval(Estimated)  
Anticipated Award Time Frame (Official Award of Contract)

**Friday, June 4, 2021 at 2:00 PM**  
TBD  
Thursday, August 19, 2021  
Friday, August 20, 2021

**B. Proposal Format and Content**

Offerors are to submit their information addressing qualifications, expertise, competence and capability. The proposal submission shall be limited to no more than fifty (50) single-sided pages maximum, not including the required forms. Proposals should use a minimum text size of 12pt. in any legible font printed on 8 ½" by 11" paper. The submittal must address and include:

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

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

- a. three (3) specific projects relating to Scope of work.
  - b. experience at an airport environment or similar environment;
  - c. ability to provide results of projects that increased efficiency, thereby enhancing customer service, and
4. Key Staff. Identify the individual(s) who will be responsible for providing the services including their professional credentials, capabilities, and experience (résumé or curriculum vitae may be attached). Provide details of any direct experience of the individual who will lead the team in providing the Services including their professional credentials, capabilities and experience. Prepare an organizational chart that identifies the key personnel and each team member by listing position title, length of employment, description of qualifications and experience and the work each person will perform under this contract. If an individual will not be assigned to the project on a full-time basis, indicate the percentage of time that person would be dedicated to work on the project. Key personnel identified in this Proposal is expected to remain assigned to this project for the term of the contract. Offeror should also provide current office addresses for each individual named. For each team member named, provide;
  - a. a major client and project that they have worked on during the last five (5) years;
  - b. at least three (3) references that the Authority could contact regarding the work and satisfaction of the clients; and
  - c. a description of the specific responsibility/role that each individual will have on the project under this RFP.

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

5. Approach. Provide a brief description of the level of service and support that will be provided to the Authority. Including Offeror's management and organizational approach and work plan on how your team proposes to accomplish the tasks successfully. The description should include the proposed effort for completing the work on schedule and the methods Offeror would use to coordinate its work with other consultants whose work must interface or connect with work performed by Offeror.
6. Discuss the Offeror's ability to service all aspects of this contract with in-house resources and disclose any expected reliance the agency will have on subcontractors or partner agencies.
7. References. A listing of not more than three (3) clients who can attest to their satisfaction for similar and relevant services requested in this solicitation. The clients listed should have had significant involvement by key personnel indicated above. Please include the name, telephone number, email and physical address of the client, along with the scope of services provided by the firm.
8. Communications. Detail how the Offeror will communicate with clients.

9. Discuss any other capabilities that the Offeror believes addresses this RFP, and any particular aspects of its organization or Proposal that, by way of background, experience, unique qualifications, or other basis, sets this company (team, etc.) apart from the competition in its ability to accomplish this particular scope of work and how the Offeror will address ongoing challenges associated with COVID-19.
10. Other Relevant Information. Provide additional information that will assist the Authority in the selection process.
11. Required Forms - **Section XXI**. Offeror must complete all RFP Forms and items requested.
12. MWSB Program Requirements. Offeror must complete the MWSB requirements as per **Section VI**.

### **C. Selection and Award Process**

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

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

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

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

#### 5. General Evaluation Process

An Authority procurement representative responsible for this RFP will review all Proposals for format and completeness. The Authority normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, the Authority will continue to evaluate the Proposal. All timely, complete, and properly formatted Proposals are then forwarded to an Evaluation Committee, which the procurement representative will chair. All proposals will be initially classified as being responsive or non-responsive. If a Proposal is found non-responsive, it will not be considered further. The Evaluation Committee will rate the Proposals submitted in response to this RFP based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Proposal shall have specific page numbers and sections stated in the reference.

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

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

#### 6. Proposal Evaluation Criteria

Evaluation criteria includes the following:

- i. **Management Plan (25 points):** Responsiveness to the RFP and Proposer's general approach to the provision of services including the APPROPRIATENESS of the APPROACH (including labor categories, estimated hours and skill mix) and the QUALITY of the Management Plan. The description should, at minimum include, staff descriptions and experience, the method of assigning work and procedures for

maintaining level of service, method and systems for controlling and responding to issues that may arise, and the methods Proposer would use to coordinate its work with other consultants whose work must interface or connect with work performed by Proposer, organizational chart.

- ii. **Operating Plan (20 points):** The Proposer's Operating Plan (including staffing of key positions, any planned technology description with benefits, inclement weather plan, increase/decrease in passenger level plan). Company's qualifications to engage in a professional service relationship with the Authority.
- iii. **Firm Experience (25 points):** Proposer's overview, experience (including relevant work samples), and listed references. The Proposer's DEMONSTRATED EXPERIENCE in performing similar work and the proposer's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE (including meeting costs, schedules and performance requirements) of contract work substantially similar to that required by this solicitation for similar organizations.
- iv. **Cost/Pricing (15 points)**
- v. **MWSB response (15 points)** (per **Section VI**).

#### 7. Final Stages of Evaluation

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

#### 8. Interview/ Oral Presentations

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

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

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

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

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



## **SECTION III SCOPE OF WORK**

### **General Overview**

Contractor shall provide all staffing defined herein. This includes a qualified leadership team to efficiently manage and oversee the contract services staff and all staffing for ambassadors, license plate inventory, busing/shuttle operations, and gate guard positions for a twenty-four (24) hours per day, seven (7) calendar days a week, 365 days per year ("24/7/365") operation. Contractor shall provide comprehensive pricing for the busing/shuttle operation. Additionally, the Authority is requesting hourly, unit-cost billing rates for the parking ambassador, license plate inventory taker, and the gate guard job functions that may be added later within the agreement period. Contractor shall be able to provide staffing within as soon as sixty (60) and no more than ninety (90) calendar days of official notice to proceed.

### **Parking and Busing/Shuttle Operation Staff**

Contractor shall provide staff for the Authority Parking Department to: perform license plate inventory ("LPI"); ambassadors to provide customer assistance while directing traffic and efficiently filling the car parks; North Carolina Commercial Driver's License with passenger endorsement ("CDL-P") certified bus drivers to operate courtesy buses between Raleigh-Durham International Airport ("RDU") Terminals, the Park Economy car parks, and the General Aviation Terminal using Authority-owned and maintained 40-foot buses; and provide shuttle drivers with a valid North Carolina driver's license to operate 14-passenger courtesy shuttles between Raleigh-Durham International Airport ("RDU") Terminals and the Park Express car park.

### **Operations Gate Guard**

Contractor shall provide gate security for one (1) airfield gate that provides access from the public side to the secure side of the airport.

## **Article A**

### **Contractor Management Plan**

Contractor shall provide a written operations plan as part of their proposal that specifies how the contractor will meet the totality of the scope of work. This plan shall be updated yearly or as necessary and include the following:

- Part 1 – Staff Management
  1. A detailed recruitment, onboarding and training plan for all positions
  2. Recruitment and retention plans including starting pay-rates and merit increases
  3. Employee incentive plans
  4. Employee benefits plan

- a. organizational structure including job titles, descriptions, roles and responsibilities, and staffing policies and procedures

- Part 2 – Training Plans

- 1. A detailed description of all proposed training programs for each staff position. This includes ongoing and recurrent training. Training identified shall include at least the following key areas:
  - a. Customer service training
  - b. Defensive driving training
  - c. Harassment training
  - d. Americans with Disabilities (“ADA”) training
  - e. Commercial Driver’s License with passenger endorsement (“CDL-P”) training which should be comprised of at least:
    - 1. Technical driving skills
    - 2. Regulatory training that ensures understanding of all current Federal, State, and Local regulations
    - 3. Vehicle inspections
    - 4. Safe vehicle operation
  - f. Occupational Safety and Health Administration (“OSHA”) training
  - g. Personal and Public safety and security training
  - h. Emergency procedures training which should be comprised of at least:
    - 1. Shuttle, bus, motor vehicle, and personal injury accidents
    - 2. National security emergency
    - 3. Robbery and theft
    - 4. Fire
  - i. RDU-specific driver training plan
    - 1. bus/shuttle routes, schedules, procedures, electric bus charging and operation, diesel bus fueling, alternate routes for emergencies, and etc.
    - 2. ramp driving training

- Part 3 – Staffing Plans

- 1. Offeror shall provide a detailed contract start-up schedule for onboarding staff that is inclusive of a go-live schedule.
- 2. A staffing plan that details the number of employees and associated pay rates for each job title the Contractor shall use to staff each aspect of the twenty-four (24) hours per day, seven (7) calendar days a week, 365 days per year (“24/7/365”) operation. This plan should be based on normal operations and should also include plans for staffing during expected peak and off-peak periods.
  - a. Proposed number of full-time and part-time employees and titles of each

3. An inclement weather plan including what type and numbers of staff shall be required for limited operation of the parking car parks, and bus and shuttle operations. Detail the accommodations for the staff onsite, including meals, sleeping arrangements, transportation, schedules and communications
4. An operations and procedures (“O&P”) manual for the RDU bus and shuttle operation within the first sixty (60) calendar days of operation start-up. The O&P manual shall include primary operating procedures, operational overview, organizational chart, employee job titles and descriptions, employee standards of conduct, appearance and disciplinary guidelines, personnel training, policies and procedures, administrative reports, irregular operations plan (weather, emergency operations, etc.) facility and vehicle maintenance, customer relations and complaint resolution procedures and any other necessary operating procedures.
5. The Authority shall have the right, by written notification to the Contractor, to increase or decrease the number of employees required to be utilized by the Contractor on each shift, or the number of shifts required per day or to change the hours of each shift. However, in the event of a change in Transportation Security Administration (“TSA”) regulations, government requirements or emergency situations that Authority may require an increase or decrease in Contractor staffing levels. Should this type of situation arise the Authority expects the Contractor to work with the Authority to meet the requirements with staffing and scope of work with minimum notice.

## **Article B**

### **Ambassador, License Plate Inventory, Busing/Shuttle Operations, and Gate Guard Scope of Work**

Contractor shall provide staffing for the following job functions as deemed necessary by the Authority:

1. Ambassadors – Staff for aiding in the flow of traffic, into, out of and throughout the car parks as circumstances require.
2. License Plate Inventory (“LPI”) staff – Staffing for the recording of all parked vehicle license plates and their location.
3. Bus and shuttle drivers – Staff to operate buses and shuttles to safely and efficiently transport customers between the Authority’s car parks and terminal buildings.
4. Gate Guards – Staffing at Gate 55 for the enforcement of the Airport Security and Federal Aviation Regulations in compliance with 14 CFR Part 139, Certification of Airports and Transportation Security Administration Part 1542, Airport Security.

## **Ambassador Staff**

1. Contractor shall provide ten (10) Ambassador positions as deemed necessary by the Authority and shall be stationed in the parking department suite located on the first floor of the Airport Operations Center ("AOC") located at 1050 Cargo Drive, Raleigh, NC 27623.
2. Projected hours of operation are Monday thru Friday, 6 am to 6 pm. Hours and days are subject to change per operational need.
3. Ambassadors shall be trained to operate the global electric motorcars ("GEM's") s and must possess a valid North Carolina driver's license.
4. Duties of Ambassador shall entail:
  - a. Directing traffic to available parking spaces in the car parks
  - b. Assist passengers with directions and airport information
  - c. Drive the GEM's to transport customers from their vehicle to the terminals as directed by the Authority parking staff.
  - d. Assist the parking staff with parked vehicle counts and closing and opening car parks as needed.
  - e. Assist Authority staff in the task of efficiently filling lots to ensure facilities are being utilized to their best and highest use.
  - f. Placing of traffic barriers and cones, collection and storage of traffic barriers and cones, that weigh no more than ten (10) pounds each.
  - g. Assist customers in locating lost vehicles.
  - h. Other duties as assigned.

## **License Plate Inventory Staff ("LPI"):**

1. Contractor shall provide six (6) LPI staff as deemed necessary by the Authority
2. The inventory is to be completed 365 days a year except for extreme inclement weather, which shall be determined at the sole discretion of the Authority.
3. Projected hours of operation are daily between 10pm and 4am. Hours are subject to change per operational need.
4. The staff may be required to perform LPI tasks in the car parks indicated on Attachment 4.
5. Duties of LPI staff shall entail:
  - a. Using an Authority provided handheld device, capture the license plate and parking space for each parked vehicle in each of the car parks, including vehicles that are backed in or parked in a fashion other than normal.
  - b. Place an inventory sticker on any vehicle without a license plate.
  - c. Perform an inventory audit to assess the accuracy and completeness of the inventory.
  - d. Verify that the LPI is complete and accurate every night before end of shift. Handheld LPI units must be turned in to Authority parking staff by 4 am each morning for processing.
  - e. Other duties as assigned.

## **Bus and Shuttle Operator Staff**

1. Contractor shall provide bus drivers to operate the Authority's fleet of buses and shuttles along the established bus and shuttle routes indicated within Attachment 2 as deemed necessary by the Authority. Service will be implemented on a phased approach based on passenger enplanement and parking occupancy numbers.
2. Contractor shall provide enough bus and shuttle drivers to maintain headways of fifteen (15) minutes or less at all bus and shuttle route waypoints.
3. All bus operators must possess a valid North Carolina Commercial Driver's License with Passenger endorsement ("CDL-P").
4. All shuttle operators must possess a valid North Carolina Class-C drivers license.
5. Contractor shall provide enough shuttle drivers to maintain headways of five (5) minutes or less at all Park Express route waypoints.
6. All shuttle operators must possess a valid North Carolina Class C driver's license.
7. Bus drivers shall be proficient in both diesel and electric bus operations.
8. Duties of bus and shuttle operators shall entail:
  - a. Operate buses and shuttles in a safe manner at all times, obeying all traffic laws and speed limits.
  - b. Greet customers upon entry to a bus or shuttle.
  - c. Assist elderly and physically challenged riders who board as necessary.
  - d. Follow all Americans with Disabilities Act ("ADA") guidelines and aid as needed and/or requested.
  - e. Practice and enforce Authority-approved social distancing measures on buses and shuttles and ensure enough capacity to pick up each passenger wishing to board a bus or shuttle at that time.
  - f. Resolve customer issues that occur on the bus or shuttle or refer to the customer to the shuttle manager to address the issue
  - g. Complete inspection of interior and exterior conditions of the buses and shuttles using the approved Department of Transportation ("DOT") form at the beginning and end of each shift.
  - h. Provide a daily report to the Director of Parking and the Parking Operation Supervisors on the condition of each bus and shuttle, documentation of any damage, tracking bus and shuttle mileage, and recording of passenger counts.
  - i. Operate the fleet as efficiently as possible to minimize costs and maximize service.
  - j. Report any maintenance issues or damage to the RDU Fleet Department daily.
9. Contractor shall provide bus and/or shuttle services for special events ("Special Details") based on the Authority's needs. Special Detail requests are made a minimum of one (1) week in advance by the Parking Department, except in emergency situations. Special Details may include weekends, holidays, and evenings.
10. Contractor shall provide bus and/or shuttle services for Irregular Operations (this includes inclement weather events, airport emergency operations, etc.)

## **Operations Gate Guards**

1. Contractor shall provide 24-hour staffing at Gate 55 for the enforcement of the Airport Security and Federal Aviation Regulations in compliance with 14 CFR Part 139, Certification of Airports and Transportation Security Administration Part 1542, Airport Security. The Authority provides a security gatehouse to accommodate the gate guard.
2. Contractor shall supply and direct staff to man Gate 55 twenty-four (24) hours per day, seven (7) calendar days a week, 365 days per year ("24/7/365").
3. Contractor shall provide a qualified staff member or reasonable accommodations for break coverage to ensure safety and security at the gate twenty-four (24) hours per day, seven (7) calendar days a week, 365 days per year ("24/7/365").
4. Contractor shall provide a bi-weekly schedule of gate guards to the Authority.
5. Duties of the Gate Guard shall entail:
  - a. Exit the gatehouse to physically examine the credentials and vehicle seeking admission to the secured area. Determination to admit the vehicle shall be based on the rules and regulations provided by the Authority.
  - b. Monitor the gate to ensure the gates closes completely prior to vehicle driving away.
  - c. Interpret and enforce the rules regarding airside access and report violations of any and all security and safety violations observed.
  - d. Notify central communications of any security violations and/or suspicious activity.

## **Article C**

### **General Requirements**

1. Contractor shall provide one (1) full-time qualified general manager. The General Manager shall:
  - a. Reside within one (1) hour driving time from the Airport and shall always be reasonably available by phone.
  - b. Be physically present on-site at the Airport facilities during conventional weekday working hours.
  - c. Make on-site inspections of operations at the Airport during other hours of the day and other days of the week.
  - d. Be available and/or on-call, to manage and supervise the operation at the Airport, twenty-four (24) hours a day, seven (7) calendar days a week, 365 days per year.
  - e. Have ten plus (10+) years background in account management of parking, busing, and shuttle operations.
  - f. Have a proven ability to supervise and direct teams effectively.
  - g. Have extensive experience in delivering client-focused solutions.

- h. Have strong knowledge of motor carrier operations and all current Federal and State regulatory laws on transportation.
- 2. Contractor General Manager shall have responsibility for providing staff as directed by the Authority and for providing operational leadership for the bus and shuttle operation,
- 3. Contractor shall provide fifteen (15) calendar days advance written notice to the Authority of any intended change in its General Manager and shall include any change of address or telephone number. Prior to any change, The Authority shall review the qualifications of the candidate General Manager and notify the Contractor Operator if he/she is acceptable.
- 4. Contractor shall provide management /supervisors to provide leadership and daily supervision for the busing and shuttle operation, including but not limited to: oversight of bus and shuttle drivers, bus and shuttle schedules, breaks, fueling, diesel emission fluid (“DEF”), electric bus charging, and investigating and resolving customer complaints.
- 5. Contractor shall perform daily assessment of the fitness of each driver for work, provide training, provide oversight of bus and shuttle routes, consistent headways and availability to meet demand, provide support and follow up for bus and shuttle accidents, perform bus and shuttle support for special events and provide daily reports to Contractor management and the Authority.
- 6. Contractor shall provide various electronic reports due by the 15th of each month reflecting the preceding month’s activity including but not limited to: Ridership reports, Route Interruption Reports, Passenger Claims/ Complaints /Compliments Report. LPI Audit reports, and Parking Customer Comment Reports. The following reports shall be required within 24 hours of the event:
  - a. Accident reports;
  - b. Incident reports; and
  - c. Supervisor/Lead reports
- 7. Contractor shall ensure all customer complaints from any section of their operation, or the Authority are responded to within forty-eight (48) hours of receipt. The Contractor shall report to the Authority all customer feedback and complaint resolutions in a monthly report.
- 8. Contractor shall employ an adequate number of competently trained and customer-focused employees to successfully meet the scope of work requirements and needs of the operation.
- 9. Contractor shall drug screen all employees prior to employment, in accordance with any Department of Transportation and Labor requirements. Contractor shall alcohol and drug screen employees involved in any accident that occurs.
- 10. Contractor shall pay fair market wages for the Triangle region for each staff position.
- 11. The Contractor shall make every reasonable effort to schedule employees to minimize or avoid the payment of overtime, recognizing, however, that the intent of this Agreement is to provide a high level of service to the Airport customers.
- 12. Contractor staff must undergo a badging, Federal Bureau of Investigation (“FBI”) background check, and drug-screening process. The badging and FBI background check process is performed by the Authority’s Security Badging office. The Contractor is responsible for all fees. A schedule of fees is

provided in Attachment 3 The Contractor is also responsible for arranging and paying for all drug-screening.

13. Contractor shall provide a recording type time clock for use by all hourly employees. The Contractor shall require employees to clock in or out within ten minutes of the shift change time unless overtime is required by business activities and approved by the shift supervisor.
14. Contractor staff shall fluently speak and understand English and possess strong verbal communication skills.
15. Contractor staff shall be courteous, professional, and helpful at all times while interacting with customers, Authority staff, and other employees at RDU.
16. Contractor shall be responsible for replacement or repair of any Authority equipment including buses and shuttles , vehicles, radios, office furnishings, keys, etc. that is lost or damaged by Contractor staff due to negligence, accident or willful action.
17. Contractor shall coordinate with the Authority's bus and shuttle washing service to ensure all buses and shuttles are washed, cleaned, and disinfected on schedule.
18. Contractor must utilize and maintain a transportation management software solution. This solution shall allow the Contractor, as well as the Authority, to monitor headway times, real-time shuttle data, and automated passenger counting. This solution shall also provide the customer with next bus/shuttle arrival time information by a method approved by the Authority.
19. Contractor shall equip buses and shuttles with either front /rear facing surveillance cameras, or event-triggered front-facing camera systems; and GPS tracking, onboard announcement, and passenger counting systems. All systems shall be maintained by contractor.
20. Contractor shall supply, maintain, and provide fuel for a vehicle(s) for contract management, supervisors and drivers to perform their duties and hot switches. Contractor's vehicles shall always be properly maintained and kept in good appearance. All passenger vehicles shall be registered in the state of North Carolina with up-to-date registration decals and safety/emissions inspections and provided to the Authority's contract manager for verification. Vehicles will be kept clean and will not be allowed to have noticeable body and/or paint damage, fluid leaks, cracked windshield or side glass, or mechanical problems of any nature. Golf carts or other motorized vehicles shall also be kept in good operating condition and appearance. Golf carts shall be equipped with a roof-top strobe and decaled with the Contractor's name/logo. Vehicle condition shall be documented on a per shift basis and reported to contractor management.
21. Contractor must provide uniforms for all contract staff. Uniforms must always be clean and appear kempt.
  - a. Uniforms must have RDU logo on left front chest, may have Contractor logo on either sleeve.
  - b. The Authority will provide artwork files required.
  - c. Contractor shall provide rain gear, flashlights, walkie-talkies (or equivalent), safety vests and all other requisite equipment and apparel needed for LPI staff and Ambassadors to function safely and effectively in year-round weather conditions.



22. Contractor staff shall protect and care for all Authority-owned equipment. Contractor shall be responsible for any damages incurred.
23. Contractor shall meet the key performance indicators for each job function as identified in **Attachment 1**.

### **Special Provisions**

1. The Authority shall provide office space for the Contractor in Park Economy 3. Three (3) offices, a breakroom and restroom as well as staff parking all located at Park Economy 3 are available for the successful proposer(s) on this RFP. One (1) office with adjoining "check-in room" in the Maintenance Facility are designated for the shuttle operation. All offices and space allotted for contractor use is available "as is" including interior and exterior decoration and furnishings at no additional cost to the Contractor. The Contractor may change the furnishings in their assigned office(s) at the Contractor's expense. The Contractor may alter the building or office(s) structurally only with the written approval of the Authority at the Contractor's expense. The Authority provides standard cleaning services for the offices and restroom. The Contractor office provided by the Authority is indicated within **Attachment 2** below. The Contractor may lease more space off property or in Authority-owned buildings at current rates.
2. The Contractor is responsible for purchasing data and phone services from a vendor of their choice, or from the Authority. Current Authority rates follow:
  - a. Phone line - \$34.95/each per month
  - b. Phone rental - \$29.95/each per month.
  - c. Data (Basic) - \$79.95 per month. Each additional port is \$7.95.
  - d. One-time set-up fee of \$29.95 for each digital phone service.
3. The Contractor acknowledges and accepts full responsibility for the security and protection of facilities assigned to them and any and all inventory, equipment, and facilities now existing or hereafter placed on or installed in or upon the facilities and for the prevention of unauthorized access to its facilities. The Authority and the Contractor shall perform a move-in and move-out inspection of all assigned spaces and sign off on the conditions of each space. The Contractor shall be responsible for any damage beyond reasonable wear and tear of the finishes of the facility. Facilities shall be repaired to move-in condition or better prior to contract termination.
4. The Contractor fully understands that law enforcement services provided by the Authority Officers are limited to that provided to any other business situated at the Airport.
5. Employee parking shall be provided free of charge for the Contractor's staff in the employee car park closest to the appropriate work area. Employees of the Contractor shall be required to park their personal vehicles in the designated area.
6. The Authority shall have the right to request in writing that any Contractor employee be removed from the operation at RDU with no advance notice.

## Key Performance Indicators

### Parking and Shuttle Operations

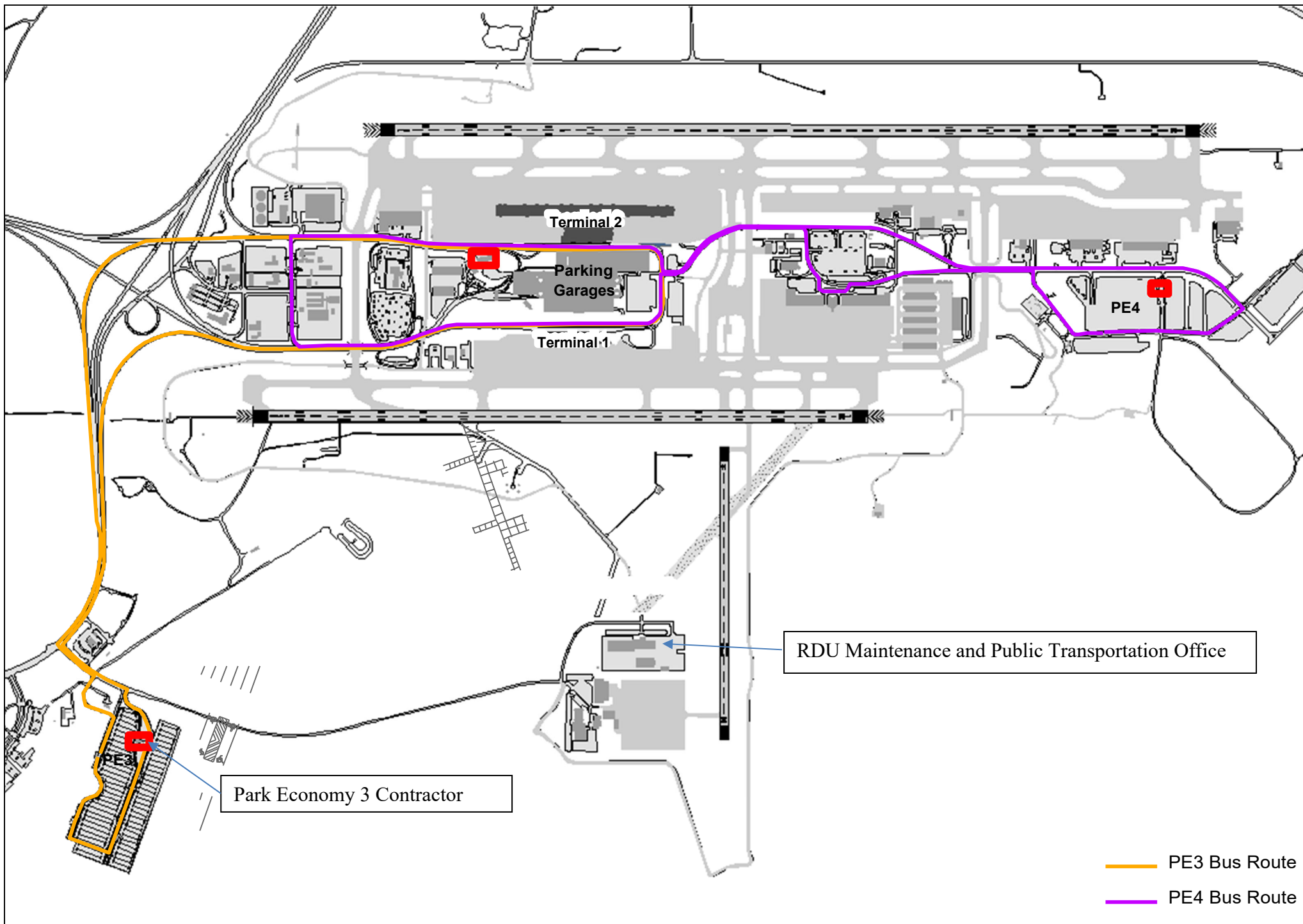
<b>RDU Expectations</b>	<b>Performance Indicator</b>	<b>Minimum Acceptable performance</b>	<b>Consequences/ Penalties</b>
Staff arrives on time for each shift.	Tardy and absences shall be recorded daily.	Four (4) tardy and four (4) open shifts per month.	\$300 fine for the 5 <sup>th</sup> or greater open shift per month.
Contract staff shall be professional and helpful.	Customer compliments and complaints shall be tracked along with details and resolution. Mystery shops reports and customer feedback shall be used review the Contractor staff level of customer service.	Mystery shop scores must remain at 98% or higher. Customer surveys should show a score of 3.5 or higher and any contractor staff should not receive more than one (1) customer service complaint per quarter.	Any Contractor staff receiving a third mystery shop score less than 98% or more than three (3) complaints in a quarter shall require customer service retraining (3 hours) at the contractor's expense. Staff shall be removed from the schedule upon receiving more than three (3) complaints in one quarter.
LPI's shall be completed 100% of the time. Accuracy surveys shall be performed as described in the Parking Operations Procedures.	Contractor audits, RDU LPI Accuracy Surveys and Abandoned vehicle data shall be used to track the accuracy of LPI.	Four (4) incomplete or inaccurate LPIs per month.	\$300 fine for the 5 <sup>th</sup> or greater inaccurate or incomplete LPI per month.
Bus pick-up times for the traveling customer stops must be within 10-15 minutes.	Headways, as measured by GPS equipment, must be within fifteen (15) minutes and reported to the Authority on a weekly basis.	Fifteen (15) minutes or less headways – extra buses be added to route to ensure that headways meet requirements.	\$300 fine for ten (10) or more incidents per month.
Shuttle pick-up times for the traveling customer stops must be within 5 minutes.	Headways, as measured by GPS equipment, must be within five (5) minutes and reported to the Authority on a weekly basis.	Five (5) minutes or less headways - extra shuttles be added to ensure that headways meet requirements.	\$300 fine for ten (10) or more incidents per month.
Customers and employee riders must be able to board the first bus or shuttle arriving at their stop.	Code 99s (shuttle too full to pick up all customers wishing to board) shall be tracked and reported by the Contactor on a monthly basis.	Zero (0) code 99s at identified shift change times and two (2) code 99s per month at other times	\$300 fine for each code 99 during established shift changes and over two (2) per shift at other times.
RDU equipment shall not be removed from RDU property and shall be protected and used properly.	Daily or weekly checks of LPI handheld units, booth keys, cashier supplies, GEM cars, etc.	The contractor shall be financially responsible for damage and loss of all equipment, vehicles, furniture, tools, etc. caused by intentional or negligent actions of the Contractor's staff.	Normal wear and tear is expected. The Contractor shall be invoiced for replacement cost of Authority property lost or damaged due to negligence by its staff.

Operations Gate Guard

<b>Authority Expectations</b>	<b>Known Performance Indicator</b>	<b>Minimum Accepted performance</b>	<b>Penalty for Noncompliance</b>
Gate 55 shall be staffed <u>twenty-four (24) hours per day, seven (7) calendar days a week, 365 days per year (“24/7/365”)</u> by a qualified, conscientious gate guard.	RDU shall not be required to cover in the absence of Contractor staff.	Zero tolerance of late or absent staffing is allowed. The FAA and TSA may levy significant fines for security violations. The Contractor shall be responsible for all fines resulting from absence or admittance rule violations.	\$300 fine may be assessed for any shift open or unfilled for more than 1 hour past start time. All Fines levied by the FAA or TSA for non-compliance with inspections at the gate are the Contractor’s responsibility. Multiple unfilled shifts can lead to contract termination at the discretion of the Authority.

**Attachment 2**

See bus route map on the following page.



## Attachment 2

Map Document: \\rdugis1e\GIS\Current\_Projects\GT\2019\1210\_GT\_Parking\_RFP\Location.mxd

12/10/2019

0 750 1,500

1 inch = 1,500 feet

**End of Attachment 2**

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## Schedule of Fees

**EFFECTIVE APRIL 1, 2019 – CREDIT OR DEBIT CARD ONLY. NO CASH OR CHECKS ACCEPTED.**

**Fees subject to change**

### **TSA Mandated Background Checks**

Security Threat Assessments (All badge categories)	\$ 15.00 per submittal
Employees Fingerprint Fee (SIDA and Sterile – New and Renewal)	\$ 100.00 per submittal

### **ID Badge and Key Fees**

Tenant One Time Fees	\$ 50.00 per badge
Renewals	No Charge
SIDA and/or RAMP Computer Based Training	\$ 20.00 each course
Non-Tenant One-Time Fees	
RDU Off-Airport Contractor Badge Fee	\$ 100.00 per badge RDU
General Aviation Badge Fee (FBO Sponsored Customer)	\$ 100.00 per badge RDU
Issued Key Fee	\$ 50.00 per key
RDU Issued Airside Vehicle Decal	\$ 50.00 per vehicle
Badge Renewal Fees	No Charge*

\*(New fees apply if the badge has expired 2 months beyond its expiration date)

### **Lost and or Damaged ID Badge and Key Fees**

Note Regarding Lost Replacement ID Badges and Keys – RDUA uses the “3-strikes” enforcement policy whereby a badge is permanently revoked if the badge holder has lost more than 2 badges or more than 2 keys.

1 <sup>st</sup> Lost Replacement ID Badge or Key	\$ 50.00 each
2 <sup>nd</sup> Lost Replacement ID Badge or Key	\$100.00 each
Damaged ID Badge Fee	\$ 50.00 each

**Penalty Fees Assessed Against Employer/Sponsor Who Fail to Collect RDU Issued Badges and/or Keys Issued From Departing Employees, Contractors or GA Customers.**

<u>TSA Regulated SIDA Badge</u>	<u>\$500.00 per badge</u>
---------------------------------	---------------------------

TSA Regulated Sterile Area or AOA (GA) Badge	\$200.00 per badge
Non-TSA Regulated Badges (TAXI, Car Rental, etc)	\$ 50.00 per badge
RDU Issued Keys to RDU Facilities	\$ 25.00 per key Re-
coring fee for each access portal needing rekeying	\$100.00 per each

49 USC 46301(a) (6) FAILURE TO COLLECT AIRPORT SECURITY BADGES

TSA Regulatory Federal enforcement action to subject an employer to a civil penalty not to exceed \$11,000 per an occurrence for failing to report or recover a terminated/resigned assigned badge or key to the airport.

RDU Issued Badges and Keys Are Property of RDU Airport Authority.

**End of Attachment 3**

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#### **Attachment 4**

The following table illustrates the Authority's car park facilities and their capacity levels:

<b>Car Park</b>	<b>Number of Spaces</b>
Park Premier	1,359
Park Central	9,913
Park Express	1,114
Park Economy 3	3,827
Park Economy 4	2,605
Park Economy 4 Employee	1,327
Terminal 1 and 2 Manager	300

**End of Attachment 4**

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#### **SECTION IV QUALIFICATIONS OF OFFEROR**

Offeror shall have a minimum of five (5) years professional experience in providing contract staffing for airport busing and shuttle services, car park related operations, and airport security gate guard functions. Assigned management team members shall possess a minimum of five (5) years professional experience with backgrounds to efficiently and safely administrate a busing and shuttle system to provide timely service to airport customers, to provide customer service and operational assistance in car parks, and to perform security related duties in accordance to Department of Homeland security regulations and standards. A short bio of each management team member shall be included in Offeror's Proposal.

#### **SECTION V RESERVED**

#### **SECTION VI CONTRACT TERM**

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

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

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.

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 MWSB Goals are as follows:

**MB Goal: The goal for minority-owned business participation is seven percent (7%)**

**WB Goal: The goal for woman-owned business participation is four percent (4%)**

Additional details relating to the MWSB Program and requirements specific to this RFP are included in **Exhibit B (Below)**. As part of your submittal, adhere to the MWSB Program requirements described in **Exhibit B**. Additional information concerning the Authority's MWSB Program may also be found on the Authority's website at <https://www.rdu.com/business/small-business.html>.

## **SECTION VIII RESERVED**

### **REQUIRED FORMS**

Complete all forms as appropriate and submit per the schedule described in **Section II**. Proposals which do not include the required forms may be deemed non-responsive. **(Provided as a separate download)**

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

## EXHIBIT A – MINORITY AND WOMEN-OWNED SMALL BUSINESS (MWSB) PROGRAM

### A. Introduction

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 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.

### B. 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.

### C. 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. The MWSB Goals are as follows:

<b>MBE Goal:</b>	The goal for minority-owned business participation is: Seven percent (7%).
<b>WBE Goal:</b>	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.

D. 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<sup>1</sup> 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: <http://www.rdu.com/business/smallbusiness.html>.

E. 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.

In order for firms to meet the "WB" portion of the MWSB goal, the firm must be certified by one of the agencies described above as a "women-owned business". In order for firms to meet the "MB" portion of the MWSB goal, the firm must be certified by one of the agencies described above in one of the other minority categories: Black American; Hispanic American; Asian American or Native American. Firms certified as both MB and WB may only satisfy the MB goal. Please note: A proposer may utilize any firm desired. However, for participation purposes, all MWSB firms who wish to do business must be certified by an accepted agency.

The Authority maintains a list of firms which have been verified for use in the MWSB program at [www.rdu.com/mwsbdirectory](http://www.rdu.com/mwsbdirectory). Links to the NCDOT and HUB directories are available on the Authority's Small Business Program website (<http://www.rdu.com/business/smallbusiness.html>). Prospective proposers are encouraged to inspect these databases to assist in locating firms for MWSB participation. MWSBs must be certified at the time responses are received and proof of certification must be included in the response when submitted to the Authority.

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<sup>1</sup> Contractor - A firm that enters into a Contract with the Authority. The term "Contractor" includes consultants, architects, engineers, suppliers and providers of tangible goods and services.

F. 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:

1. 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.

Name and contact information for each proposed subconsultant (including MWSB firms); list proposed key personnel and principals for each firm.

2. Proposer's commitment to use the MWSB firms listed in the proposal as submitted.
3. 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.
4. Certification letters or other proof of eligibility for participation in the MWSB program for each MWSB firm proposed

Proposers will 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 will be participating in the Agreement.

Proposers will 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

G. Good Faith Effort Requirements

Each proposer may be required to submit documentation which demonstrates that it made good faith efforts to meet each portion of the MSWB Goals (minority-owned business goal and woman-owned business goal). The requirement to submit documentation that the goal has been met or good faith documentation in the manner prescribed by the Authority is considered a matter of responsiveness. Efforts that are merely pro-forma are not good faith efforts to meet the requirements of the MWSB Program. The Authority shall be the sole arbiter to determine if a proposer has made a reasonable good faith effort toward MWSB participation in its proposal on any project.

H. Counting MWSB Participation

For the purposes of MWSB participation, MWSB firms are counted as either minority-owned businesses (MB) or women-owned businesses (WB).

1. MWSB Prime Contractors and Consultants - If a MWSB is the Prime Contractor, the participation of the MWSB Prime which is not subcontracted to another firm (or firm) is counted towards one portion (i.e. MB or WB) of the MWSB commitment. Prime Contractors (including MWSB Prime Contractors) are responsible for meeting both portions the MWSB commitment.

2. Subcontractor/ Subconsultant – If the Contractor, consultant or service provider utilizes an MWSB as a subcontractor or subconsultant to perform services, the Authority counts 100% of the value of the Commercially Useful Function<sup>2</sup> the MWSB performs toward satisfaction of the MWSB Commitment<sup>3</sup>. The Authority will allow the Contractor to count only the value of the work actually performed by the MWSB toward MWSB Commitment. This amount should include the cost of supplies and materials obtained by the MWSB for the work of the contract, including supplies purchased or equipment leased by the MWSB (except supplies and equipment the MWSB Subcontractor purchases or leases from the Contractor).
3. MWSB suppliers – In service, construction and construction-related professional service contracts, a Contractor may count 60% of its expenditures to MWSB suppliers that are not manufacturers toward achievement of the contract goals, provided that the MWSB Supplier performs a Commercially Useful Function in the supply process.
4. MWSB manufacturers – The Contractor may count 100% of all expenditures for materials, supplies and equipment obtained from an MWSB manufacturer toward the MWSB Goal. A MWSB manufacturer is a supplier that produces goods from raw materials or substantially alters them before resale.

I. MWSB Program Requirements

1. Agreements between a proposer and an MWSB in which the MWSB promises not to provide proposals/quotes to other bidders are prohibited.
2. 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.
3. 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.
4. The Contractor has a continuing obligation to meet the MWSB utilization to which it committed at contract award as indicated in the Schedule of Subcontractors, inclusive of change orders, amendments, and modifications.
5. The Contractor shall maintain records and submit monthly reports of all subcontractor and supplier payments (including MWSB payments), concurrent with the Contractor's submission of payment requests with each invoice.
6. The Contractor shall include a certification by the Contractor and each MWSB Subcontractor regarding payment to each 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

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<sup>2</sup> Commercially Useful Function - A function performed by a firm when it is responsible for supplying goods or executing a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing and supervising the work involved

<sup>3</sup> MWSB Commitment - MWSB utilization that a contractor/consultant commits to achieve for a contract at contract award.

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.

7. 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 contract

J. Required Documentation – MWSB Program Compliance

As referenced above, the Contractor must maintain compliance with the MWSB Program provisions throughout the contract. The Contractor must submit the following MWSB compliance forms or documentation in a format acceptable to the Authority, as appropriate:

1. **Monthly Payment Summary**
2. **MWSB Affidavit of Total Payment**
3. **Request to Change Schedule of Subcontractors**

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





## REQUEST FOR PROPOSALS ACKNOWLEDGMENT

### FORM A: Request for Proposals Acknowledgement

SUBMIT VIA E-MAIL TO AUTHORITY POINT OF CONTACT

#### A. Acknowledgment

The Offeror hereby certifies receipt of the Request for Proposals for **Staffing for Parking, Shuttle Operations, and Gate Guards (#554-RFP21-3001)**. This form should be completed upon receipt of the Authority's Request for Proposals and emailed to the Authority Contacts as listed in **Section I** on or before the date set forth in the RFP Schedule above.

---

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

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

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

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

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

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

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



## PROPOSAL PRICING FORM

### FORM B: Proposal Pricing Form

The Authority reserves the right to increase the number of employees and/or the staff needed based on passenger traffic.

Please use (and included/attach) the Excel Pricing Sheet provided separately at

<https://www.rdu.com/do-business-with-rdu/business-opportunities/>

Total Contract Cost (5 year term): \$\_\_\_\_\_

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

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

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

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

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

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

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



**FORM C: Proposal Execution Form & Debarment Certification**

**RFP NAME:** Staffing for Parking, Shuttle Operations & Gate Guards **RFP NUMBER:** 554-RFP21-3001

**FULL LEGAL NAME OF OFFEROR:**

\_\_\_\_\_

**PRINCIPAL OFFICE ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

**TELEPHONE NUMBER AND EMAIL:**

\_\_\_\_\_

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

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

**A. PROPOSAL FORMS**

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

**B. NON-COLLUSION AFFIDAVIT**

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

**C. ACKNOWLEDGEMENT OF ADDENDA**

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

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

Addendum Number	Date	Initials

#### **D. OFFER AND ACCEPTANCE**

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

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

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

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

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

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

**E. DEBARMENT CERTIFICATION**

1. Offeror certifies that to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from "covered transactions" by any Federal, State, City or County department or agency;
    - i. "Covered Transactions" mean any Airport Improvement Program (AIP)-funded contract, regardless of tier, awarded by a contractor, subcontractor, supplier, consultant or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000.
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Offeror is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.
3. **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT.** The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction," must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:
  - a. Checking the System for Award Management at website: <http://www.sam.gov>.
  - b. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
  - c. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

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

Submission of this Proposal is the duly authorized official act of the Offeror and the person(s) executing this Proposal and is in accordance with the terms and conditions as set forth in the RFP. The Offeror is duly authorized and designated to execute this Proposal on behalf of and as of the official act of Offeror, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

## EXECUTION OF PROPOSAL DOCUMENT AND DEBARMENT CERTIFICATION

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

**NAME OF AUTHORIZED  
OFFICIAL**

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**TITLE OF AUTHORIZED OFFICIAL**

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**SIGNATURE OF AUTHORIZED  
OFFICIAL**

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**DATE OF SUBMISSION**

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## CONTRACTOR REFERENCES AND WORK HISTORY

### FORM D: Offeror References and Work History

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

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

#### A. REFERENCES

Offeror must show the following:

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

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

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

**B. OFFEROR HISTORY**

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

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

2. Does the Offeror have any past due arrearages or is in breach of contract with any previous or existing contract with the Authority?  
Yes ( ) No ( ).

3. Has Offeror declared bankruptcy in the past ten (10) years? Yes ( ) No ( ).

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





**FORM E: E-Verify Certification**

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

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

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**Company Name**

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**Signature of Company's Authorized Representative**

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**Date**

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**Print Name:**

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**Title:**



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

**FORM F: Iran Divestment Act Certification of Eligibility**

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

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

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

\_\_\_\_\_  
**Signature of Company's Authorized Representative**

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

\_\_\_\_\_  
**Print Name:**

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

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

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



## SUPPLIER SURVEY AND W-9 FORM

### FORM G: Supplier Survey and W-9 Form

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

<https://www.rdu.com/do-business-with-rdu/business-opportunities/>

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

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

**WITNESSETH:**

THAT WHEREAS, the Authority desires to obtain the services of the Contractor to provide  
Contractor to provide Staffing for Parking, Shuttle Operations & Gate Guards services as  
further described herein (the “**Services**”);

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 \_\_\_\_\_, 2021 through \_\_\_\_\_, 2024 (the “**Term**”). The Authority in its sole discretion may extend the Agreement for two (2) additional one-year periods, for a potential maximum term of five (5) years. The Authority will provide any such renewal notice in writing at least thirty (30) days prior to expiration of the Agreement. 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 (\$\_\_\_\_\_), and as further described in **Exhibit B** attached hereto and by this reference incorporated herein.

(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. The Authority may provide an invoice form to the Contractor for use in the payment process. Each invoice shall detail each fee, subject to the limitations described herein. Each invoice shall be accompanied by such documentation as may be requested by the Authority to fully support the claims for payment made. If applicable, each invoice shall include a record of payments to Minority and Women-Owned Small Businesses (“**MWSB**”), as applicable. Credit for previous payments on account by the Authority shall be recognized on the invoice. Any items that are disputed by the Authority will be so identified by the Authority. The Authority shall pay the undisputed amount certified by the Contractor based on terms of Net 30 days from the date of invoice receipt by the Authority’s Accounts Payable department (please e-mail a copy of the invoice to [RDUPayables@rdu.com](mailto:RDUPayables@rdu.com)).

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

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

(d) The Contractor's final invoice shall be so-identified, shall state the total amount which the Contractor claims to be due, and shall reflect that the Contractor will have received full compensation for all Services pursuant to this Agreement upon payment of such invoice by the Authority. Said final invoice shall be submitted by the Contractor to the Authority within thirty (30) days after the date of the final Services provided by Contractor to the Authority. The Contractor's acceptance of payment pursuant to such final invoice shall constitute a full release of the Authority for any and all claims and payments due or claimed to be due by the Contractor under this Agreement. The maximum payment and/or the maximum fees detailed in **Section II(a)** are subject to adjustment under **Section IV** for any expansions or reductions in the scope of work authorized by the

Authority pursuant to **Section III**. Under no circumstances will the Authority provide any payments to the Contractor in excess of the maximum payment as detailed herein except as provided in **Section II**.

(e) In addition to any right or set off or recoupment provided by law, the Authority may exercise any and all rights of set off or to recoup from any amounts due to Contractor and its affiliates and subsidiaries from the Authority.

(f) (1) If any outstanding check from the Authority to the Contractor has not cleared the bank account on which it was drawn and it has been 90 days or more since the issuance of the check, the check will become void due to the Authority's set stale date. If the Contractor contacts the Authority, the Authority will reissue the check.

(2) If the outstanding check has not cleared the bank account on which it was drawn and it has been a year or longer since the issuance of the check, the Authority will submit the funds to the North Carolina Department of State Treasurer pursuant to Article 4 - North Carolina Unclaimed Property Act, N.C.G.S. § 116B-59-1. At this time, the Contractor will need to contact the state for payment.

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

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

writing of its approval or rejection of such statement, or any part thereof, within ten (10) business days following receipt of said statement. In the event that the Authority rejects the Contractor's statement of cost, or any portion thereof:

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

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



#### IV. ADJUSTMENTS TO PAYMENTS

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

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

#### V. OWNERSHIP AND MANAGEMENT OF WORK PRODUCT

(a) **Definitions.** For the purposes of this Agreement, the following terms shall have the following meanings:

(1) **“Information”** means any writing or other source of recorded information of whatever nature and by whatever means recorded, whether or not claimed to be subject to copyright, including without limitation the following: written memoranda, notes, records, interoffice communications, telegrams, letters, correspondence, reports, minutes, diaries, books, manuscripts, sound recordings, microfilm, computer printouts, drawings or other graphical representations, pictorial reproductions, documents available from electronic data storage equipment, summaries or records of personal conversations, invoices, specifications, spreadsheets, budgets, financial models, forecasts, photocopies, pictures and all other papers and writings, including drafts, originals, and copies.

(2) **“Authority Information”** means any Information the Authority provides to the Contractor in any form, including in electronic form.

(3) **“Work Product”** means all Information the Contractor or its subcontractors prepare or obtain in performing any Services hereunder, or which relates to such Services, except: (i) Information that was in the public domain prior to the execution of this Agreement; (ii) Information that becomes part of the public domain without any breach of this Agreement; and (iii) Information in Contractor’s lawful possession prior to the execution of this Agreement.

(4) **“Third Party”** means any person or entity other than the Authority, the Contractor, or the Contractor’s authorized subcontractors and includes without limitation any governmental unit, insurance carrier, private enterprise, or individual.

(b) **Ownership and Management of Authority Information.** All Authority Information is and remains the property of the Authority and is provided to Contractor for the sole purpose of the Contractor providing its Services hereunder. Contractor shall not use Authority Information for any purpose except in providing its Services hereunder.

(c) **Ownership of Work Product.** All Work Product produced or authored by Contractor in the course of performing its Services hereunder, together with any associated copyrights, are works made for hire and are the exclusive property of the Authority. To the extent that any writings or works of authorship may not, by operation of law, be works made for hire, this Agreement shall constitute an irrevocable assignment by Contractor to the Authority of the ownership of, and all rights of copyright in, such items, and the Authority shall have the right to obtain and hold in its own name, rights of copyright, copyright registrations, and similar protections that may be available in the works. Contractor shall give the Authority all assistance reasonably required to perfect such rights. 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.

(d) The Contractor shall treat all Work Product and Authority Information as confidential information and shall not disclose or make same available to any Third Party without the Authority's prior written consent. If the Contractor becomes legally compelled (by deposition, interrogatory, request for documents, subpoena, investigation, demand, order or similar process or otherwise) to disclose any Authority Information or 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 Authority Information or 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 Authority Information or 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 return any Authority Information or Work Product to the Authority if the Authority makes a written request to the Contractor. If the Authority makes such a request, it shall reimburse the Contractor for reasonable expenses relating to the transportation and delivery of the Authority Information or Work Product.

(f) Prior to destroying or disposing of any Authority Information or 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 Authority Information or 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

(a) During the Term and for a period of twelve (12) months after the completion of Services or delivery of goods, equipment, and similar tangible items hereunder (whichever occurs last), Contractor warrants that all Services will be diligently performed in an economical manner, with professional care and skill, in a workmanlike manner and in accordance with the Scope of Services in **Exhibit A**, and all goods, equipment, and similar tangible items provided hereunder will be in full conformity with all specifications and other descriptions provided, fit for their particular purpose, and will be merchantable and of good quality material and workmanship, free from defects. Contractor has, and will maintain in effect, all professional licenses, certificates, permissions, authorizations, consents, and permits it needs to carry out its obligations under this Agreement. This warranty shall be in addition to any warranties of broader scope and services warranties and guarantees given the Authority by Contractor. Products or Services required to be

corrected or replaced shall be subject to this warranty and a new warranty period to the same extent as products and Services originally delivered under this Agreement. Neither review nor approval of the Contractor's work by the Authority shall in any way relieve the Contractor from its duty to utilize a professional standard of care in the performance of the Scope of Services, nor will such review or approval limit or remove the Contractor's liability therefore.

(b) 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.

(c) The Contractor shall carry and maintain during the life of this Agreement the following insurance with the minimum limits indicated:

(1) Commercial General Liability and Property Damage

\$1,000,000 per occurrence

\$2,000,000 aggregate

(2) Commercial Auto Liability

\$1,000,000 combined single limit

(3) Umbrella Excess Liability

**Airside Operations:** Excess coverage on insurance required in (1) and (2) above in the amount of \$10,000,000.

**Landside Operations:** Excess coverage on insurance required in (1) and (2) above in the amount of \$5,000,000

(4) Workers' Compensation / Employer's Liability

\$1,000,000 / \$1,000,000 / \$1,000,000 bodily injury by accident or disease

(5) Professional Liability

\$1,000,000 per occurrence

\$1,000,000 per aggregate

(d) The Authority shall be designated as an additional insured on the General Liability policy for ongoing operations as well as products and completed operations. All policies will contain a waiver of subrogation in favor of the Authority. Liability policies shall be primary and non-contributory. Prior to the provision of any services pursuant to this Agreement, the Contractor shall submit: (i) Certificates of Insurance, acceptable to the Authority, confirming that the insurance coverages required by this Agreement are in place; (ii) an endorsement (or its equivalent) stating that the coverages will not be cancelled, terminated or allowed to expire without the Authority being provided at least thirty (30) days prior written notice; and (iii) an endorsement(or its equivalent) or policy declaration(s) stating that the Authority is named as an additional insured. When requested by the Authority, the Contractor shall provide additional evidence of insurance demonstrating that the required policies are in force throughout the Term and any Option Period.

## VII. TERMINATION

(a) 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.

(b) For ninety (90) days, either prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Contractor shall assist the Authority, upon written request, in extracting and/or transitioning all Work Product in the format determined by the Authority (“**Transition Period**”). During the Transition Period, unless instructed by the Authority otherwise in writing, Services shall continue to be made available to the Authority as provided in the Agreement.

(c) In the event of termination of this Agreement, cessation of business by the Contractor or other event preventing Contractor from continuing to provide the Services, Contractor shall not withhold Authority Work Product or refuse for any reason, to promptly return to the Authority the Authority’s Work Product (including copies thereof) if requested to do so on such media as reasonably requested by the Authority, even if the Authority is then or is alleged to be in breach of the Agreement. As a part of Contractor’s obligation to provide the Authority’s Work Product pursuant to this **Section VII**, Contractor will also provide the Authority any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the Authority to use, translate, interpret, extract and convert the Authority’s Work Product.

(d) When requested by the Authority, the Contractor shall permanently destroy or render inaccessible any portion of the Work Product in Contractor’s and/or any of its

subcontractor's possession or control following the completion and expiration of all obligations in this Section. Within thirty (30) days, Contractor shall issue a written statement to the Authority confirming the destruction or inaccessibility of the Authority's Work Product.

(e) The Authority may purchase additional Transition services as may be agreed upon in writing.

### VIII. INDEPENDENT CONTRACTOR

(a) 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. Contractor shall have no authority (and shall not hold itself out as having authority) to bind the Authority and shall not make any agreements or representations on the Authority's behalf without the Authority's prior written consent.

(b) The Contractor shall be solely responsible for, and have control over the means, methods, techniques, sequences and procedures for the service to be performed and for coordinating all portions of the Services unless the Authority gives specific instructions concerning these matters. The Contractor is solely responsible for all hiring and management responsibilities for its agents, employees and independent contractors, including but not limited to recruiting, interviewing, selecting, setting the terms and conditions of employment, disciplining and terminating. The Contractor shall enforce strict discipline and good order among its agents, employees and independent contractors, and shall ensure their compliance with all applicable work rules. Neither the Contractor's agents, employees or independent contractors, nor its subcontractors and/or their agents, employees or independent contractors shall, by reason of their assignment to work on the Services to be performed by the Contractor shall become or be deemed to be employees, agents, or independent contractors of the Authority. The Contractor shall at all times have



the right to perform work for other individuals and/or entities as long as it fulfills its obligations to the Authority under the terms of this Agreement, and as long as such services do not conflict with its obligations under this Agreement or create a conflict of interest with the Authority.

(c) The Contractor acknowledges and agrees that it is exclusively responsible and liable for withholding, reporting and forwarding to the appropriate authority all applicable withholdings and payments required by law with respect to any compensation received by its agents, employees or independent contractors, including but not limited to applicable state and federal income taxes, state and federal unemployment taxes, FICA, workers compensation, and any other taxes measured upon the payroll of, or required to be withheld from, its employees, agents or independent contractors, and the Contractor shall indemnify the Authority and its officers, directors, agents and employees and defend and hold them harmless from and against all claims, damages and losses relating to any obligation imposed by law to pay or withhold any such amounts in connection with compensation received by the Contractor or its employees, agents or independent contractors pursuant to this Agreement.

(d) None of the Contractor's agents, employees or independent contractors shall be eligible for or entitled to participate in any of the Authority's employee benefit plans, programs, policies or practices which may now or in the future be in effect, including, without limitation, any pension, retirement, or 401(k) plan; any profit sharing, stock option, bonus or incentive compensation plan; workers compensation benefits; any life or health insurance plan; any vacation or holiday pay plan; or any separation payment plan. The Contractor shall defend, indemnify, and hold harmless the Authority and its officers, directors, agents and employees from and against any and all claims, damages, losses, penalties, fines, costs and expenses, including attorneys' fees, arising out of or resulting from any claim, proceeding or decision claiming that an agent, employee or independent

contractor of the Contractor is eligible for or entitled to any such employee benefit or compensation or payment from the Authority.

(e) Contractor shall identify all of its strategic business partners who will be involved in any Services provided under this Agreement, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with Contractor. Contractor shall require all subcontractors to comply with **Sections III through XI, XV, XVII, XIX, and XX** by insertion of these or similar clauses into each respective related subcontract and purchase order relating to the Services. It is specifically understood, however, that the Authority has no contractual relationship with any subcontractor of Contractor and it shall remain the Contractor's financial and contractual responsibility to resolve all issues with its subcontractors.

(f) Notwithstanding the discussion above, the Contractor shall not employ any person or firm as a subcontractor during the Term of this Agreement except upon advance written notice to and receipt of approval from the Authority. Said notice to the Authority shall specify the Services to be provided by the proposed subcontractor and the qualifications and experience of the proposed subcontractor and its personnel to be employed in the project. Contractor acknowledges and agrees that all such subcontractors shall be duly licensed, experienced, and qualified for the Services to be provided by the subcontractor. Contractor shall not replace or substitute for the above named subcontractors during the Term of this Agreement except upon advance written notice to and receipt of approval from the Authority.

#### IX. COMPLIANCE WITH APPLICABLE LAWS

(a) 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.

**(b) PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES:**

Contractor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the Authority for the purpose of obtaining any contract or award issued by the Authority. Subsequent discovery by the Authority of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Agreements with Contractor and potential debarment of the Contractor as permitted by applicable law.

(c) The Authority shall have the right to audit the Contractor's accounting, operational and business records as necessary to verify compliance with all applicable laws, regulations, orders, ordinances, codes, notices, requirements and standards, and correction of violations of the same. Contractor will permit the Authority-designated representatives to examine, at a reasonable time and during normal business hours, all records, data, information and Work Product that the Authority may reasonably require in order to confirm that the Services provided by Contractor are (i) being conducted in conformance with this Agreement and (ii) in compliance with applicable laws and regulations. If any audit conducted pursuant to this paragraph reveals that the Contractor has breached its obligations under applicable law, this Agreement, the Authority may conduct follow-up audits to ensure that any such breach has been cured.

(d) Contractor certifies that, as of the date written above, it, and all subcontractors, are not on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §143-

6A-4. Contractor shall not utilize in the performance of this Agreement any subcontractor that is identified on the Final Divestment List.

#### X. 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.

#### XI. FORCE MAJEURE

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

(b) Any and all payments by the Authority are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Authority for the purposes set forth in this Agreement. If this Agreement or any purchase order issued hereunder is funded in whole or in part by federal funds, the Authority's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or purchase order. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement *is expressly contingent upon* the appropriation, allocation, and availability of funds in each

such subsequent fiscal year for the purposes set forth in the Agreement. If funds to effect payment are not available, the Authority will provide written notification to Contractor. If the Agreement is terminated under this paragraph, Contractor agrees to terminate any Services supplied to the Authority under this Agreement, and relieve the Authority of any further obligation thereof. The Authority shall remit payment for Services performed and accepted on or prior to the date of the aforesaid notice in conformance with the payment terms.

## XII. OTHER CONDITIONS

(a) The Contractor's Contract Manager shall be \_\_\_\_\_. The Contractor shall not replace or substitute for the Contract Manager during the Term except upon written notice to and receipt of written approval of the Authority. Said notice to the Authority shall state the reason(s) for the proposed replacement or substitution and shall specify the qualifications, including education, training and experience, of the proposed replacement or substitute.

(b) The Authority's Contract Administrator shall be Jeff Slayton, Jeff.Slayton@rdu.com. The Contractor shall communicate and coordinate all matters related to this Agreement through and with Jeff Slayton or his designee.

(c) Notices required to be given under this Agreement shall be delivered to:

FOR THE AUTHORITY:

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

FOR THE CONTRACTOR:

\_\_\_\_\_

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### XIII. 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.%.

Such participation can be included in any portion of the Contractor’s Scope of Services. 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.

(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. The Authority reserves the right to modify any portion of this Agreement (up to and including termination of all of the Agreement) if it determines, in its sole discretion, that the Contractor has failed to make a good faith effort to secure MWSB participation at a percentage equal to or greater than the goal stated above.

(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.

#### XIV. TAXES

All sales and use taxes applicable to the Contractor's Services for the Authority shall be paid by the Authority to Contractor, as invoiced, and subsequently remitted by Contractor to the applicable tax collection agency, unless otherwise agreed upon or required by applicable law.

#### XV. RECORDS REQUIRED FOR GOVERNMENTAL FUNDING

To the extent applicable, records to be furnished by Contractor to assist or enable the Authority to obtain governmental funding for any specific task assigned to Contractor hereunder will be provided to the Authority upon request.

#### XVI. 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.

## XVII. 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.

## XVIII. 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.

## XIX. 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. In addition, the Federal Aviation Authority requires the Authority and its vendors, suppliers, contractors and consultants to comply with certain contracting requirements. Those relevant additional provisions are contained in **Exhibit C** which by this reference is hereby incorporated herein.



## XX. SURVIVAL

Any right or obligation of either party to this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement. Such rights and obligations include but are not limited to those set forth in **Articles V, VI, VII, IX, X, XV, XIX, and XX**.

## XXI. WAIVER

No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any right, remedy, power, or privilege.

## XXII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or PDF signature on this Agreement shall for all purposes be the equivalent to, and shall have the same force and effect as, an original signature.

## XXIII. 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.

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

**RALEIGH-DURHAM AIRPORT AUTHORITY**

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

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

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

TITLE: PRESIDENT & CEO

**INSERT NAME OF COMPANY**

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

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

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

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

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

\_\_\_\_\_  
Chief Financial Officer

Approved as to form:

\_\_\_\_\_  
General Counsel

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Staffing for Parking and Shuttle Operations, and Gate Guards**

##### **Section A: General Overview**

Provide leadership team to efficiently manage and oversee contract services staff for parking and busing/shuttle operations, and gate guards for a 24/7/365 operation.

##### **Section B: Parking and Shuttle Operation Staff**

Provide staff for the Authority Parking Department to: perform license plate inventory (“LPI”); ambassadors to provide customer assistance while directing traffic and efficiently filling the car parks; Commercial Driver’s License with passenger endorsement (“CDL-P”) certified shuttle bus drivers to operate courtesy shuttle buses between Raleigh Durham International Airport (“RDU”) Terminals, the Park Economy car parks (public parking and employee lots), and the General Aviation Terminal using Authority-owned and maintained 40-foot buses; and provide shuttle drivers with a valid North Carolina drivers license to operate 14-passenger courtesy shuttles between Raleigh-Durham International Airport (“RDU”) Terminals and the Park Express car park.

##### **Section C: Operations Gate Guard**

Provide gate security for one (1) airfield gate that provides access from the public side to the secure side of the airport.

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**Article A**  
**Contractor Management Plan**

Contractor shall provide a written operations plan as part of their proposal that specifies how the contractor will meet the totality of the scope of work. This plan shall be updated as necessary and include the following:

- Section 1 – Staff Management
  - A detailed recruitment, onboarding and training plan for all positions
  - Recruitment and retention plans including starting pay-rates and merit increases
  - Employee incentive plans
  - Employee benefits plan
    - organizational structure including job titles, descriptions, roles and responsibilities, and staffing policies and procedures
- Section 2 – Training Plans
  - A detailed description of all proposed training programs for each staff position. This includes ongoing and recurrent training. Training identified shall include at least the following key areas:
    - Customer service training
    - Defensive driving training
    - Harassment training
    - Americans with Disabilities (“ADA”) training
    - Commercial Driver’s License with passenger endorsement (“CDL-P”) training which should be comprised of at least:
      - Technical driving skills
      - Regulatory training that ensures understanding of all current Federal, State, and Local regulations
      - Vehicle inspections
      - Safe vehicle operation
    - Occupational Safety and Health Administration (“OSHA”) training
    - Personal and Public safety and security training
    - Emergency procedures training which should be comprised of at least:
      - Shuttle, bus, motor vehicle, and personal injury accidents
      - National security emergency
      - Robbery and theft
      - Fire
    - RDU-specific driver training plan
      - bus/shuttle routes, schedules, procedures, electric bus charging and operation, diesel bus fueling, alternate routes for emergencies, and etc. ramp driving training
- Section 3 – Staffing Plans
  - A detailed contract start-up schedule for onboarding staff that is inclusive of a go-live schedule.

- A staffing plan that details the number of employees the Contractor shall use to staff each section of the 24/7/365 operation. This plan should be based on normal operations and should also include plans for staffing during expected peak and off-peak periods.
  - Proposed number of full-time and part-time employees
- An inclement weather plan including what type and numbers of staff shall be required for limited operation of the parking car parks and bus and shuttle operations. Detail the accommodations for the staff onsite, including meals, sleeping arrangements, transportation, schedules and communications
- An Operations and Procedures (“O&P”) Manual for the RDU Shuttle Operation within the first sixty (60) calendar days of operation start-up. The O&P Manual shall include primary operating procedures, operational overview, organizational chart, employee job descriptions, employee standards of conduct, appearance and disciplinary guidelines, personnel training, policies and procedures, administrative reports, irregular operations plan (weather, emergency operations, etc.) facility and vehicle maintenance, customer relations and complaint resolution procedures and any other necessary operating procedures.
- The Authority shall have the right, by written notification to the Contractor, to increase or decrease the number of employees required to be utilized by the Contractor on each shift, or the number of shifts required per day or to change the hours of each shift. However; in the event of a change in Transportation Security Administration (“TSA”) regulations, government requirements or emergency situations that Authority may require an increase or decrease in Contractor staffing levels. Should this type of situation arise the Authority expects the Contractor to work with the Authority to meet the requirements with staffing and scope of work with minimum notice.

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## **Article B**

### **Ambassador, License Plate Inventory, Busing/Shuttle Operations, and Gate Guard Scope of Work**

Contractor shall provide staffing for the following job functions as deemed necessary by the Authority:

1. Ambassadors – Staff for aiding in the flow of traffic, into, out of and throughout the car parks as circumstances require.
2. License plate inventory (“LPI”) staff – Staffing for the recording of all parked vehicle license plates and their location.
3. Bus and Shuttle drivers – Staff to operate buses and shuttles to safely and efficiently transport customers between the Authority’s car parks and terminal buildings.
4. Gate Guards – Staffing at Gate 55 for the enforcement of the Airport Security and Federal Aviation Regulations in compliance with 14 CFR Part 139, Certification of Airports and Transportation Security Administration Part 1542, Airport Security.

#### **Ambassador Staff**

1. Contractor shall provide up to ten (10) Ambassador positions as deemed necessary by the Authority and shall be stationed in the parking department suite located on the first floor of the Airport Operations Center (“AOC”) located at 1050 Cargo Drive, Raleigh, NC 27623.
2. Projected hours of operation are Monday thru Friday, 6 am to 6 pm EST. Hours and days are subject to change per operational need.
3. Ambassadors shall be trained to operate the Global Electric Motorcars (“GEM’s”) cars and must possess a valid North Carolina driver’s license.
4. Duties of Ambassador shall entail:
  - a. Directing traffic to available parking spaces in the car parks
  - b. Assist passengers with directions and airport information
  - c. Drive the GEM’s to transport customers from their vehicle to the terminals as directed by the Authority parking staff.
  - d. Assist the parking staff with parked vehicle counts and closing and opening car parks as needed.
  - e. Assist Authority staff in the task of efficiently filling lots to ensure facilities are being utilized to their best and highest use.
  - f. Placing of traffic barriers and cones, collection and storage of traffic barriers and cones, that weigh no more than ten (10) pounds each.
  - g. Assist customers in locating lost vehicles.
  - h. Other duties as assigned.

#### **License Plate Inventory Staff (“LPI”):**

1. Contractor shall provide up to six (6) LPI staff as deemed necessary by the Authority
2. The inventory task is to be completed 365 days a year with the exception of extreme inclement weather, which shall be determined at the sole discretion of the Authority.
3. Projected hours of operation are daily between 10pm and 4am EST. Hours are subject to change per operational need.
4. The staff may be required to perform LPI tasks in the lots indicated on **Attachment 4**.
5. Duties of LPI staff shall entail:

- a. Using an Authority provided handheld device, capture the license plate and parking space for each parked vehicle in each of the open car parks, including vehicles that are backed in or parked in a fashion other than normal.
- b. Place an inventory sticker on any vehicle without a license plate.
- c. Perform an inventory audit to assess the accuracy and completeness of the inventory.
- d. The LPI must be complete and accurate every night. Handheld LPI units must be turned in to Authority parking staff by 4 am each morning for processing.
- e. Other duties as assigned.

### **Shuttle Bus Operators Staff**

1. Contractor shall provide bus drivers to operate the Authority's fleet of buses and shuttles along the established bus and shuttle routes indicated within Attachment 2 as deemed necessary by the Authority. Service will be implemented on a phased approach based on passenger enplanement and parking occupancy numbers.
2. Contractor shall provide a enough bus and shuttle drivers to maintain headways of fifteen (15) minutes or less at all bus and shuttle route waypoints.
3. All bus operators must possess a valid NC Commercial Driver's License with Passenger endorsement ("CDL-P").
4. All shuttle operators must posses a valid North Carolina Class-C driver's license.
5. Contractor shall provide enough shuttle drivers to maintain headways of five (5) minutes or less at all Park Express route waypoints.
6. Bus drivers shall be proficient in both diesel and electric bus operations.
7. Duties of bus and shuttle operators shall entail:
  - a. Operate buses and shuttles in a safe manner at all times, obeying all traffic laws and speed limits.
  - b. Greet customers upon entry to a bus or shuttle.
  - c. Assist elderly and physically challenged riders who board as necessary.
  - d. Follow all Americans with Disabilities Act ("ADA") guidelines and aid as needed and/or requested.
  - e. Practice and enforce Authority-approved social distancing measures on shuttles and ensure enough capacity to pick up each passenger wishing to board a shuttle at that time.
  - f. Resolve customer issues that occur on the shuttle or refer to the customer to the shuttle manager to address the issue
  - g. Complete inspection of interior and exterior conditions of the shuttle buses using the approved Department of Transportation ("DOT") form at the beginning and end of each shift.
  - h. Provide a daily report to the Director of Parking and the Parking Operation Supervisors on the condition of each bus and shuttle, documentation of any damage, tracking bus and shuttle mileage, and recording of passenger counts.
  - i. Operate the fleet as efficiently as possible to minimize costs and maximize service.
  - j. Report any maintenance issues or damage to the RDU Fleet Department daily.
8. Contractor shall provide bus and/or shuttle services for special events ("Special Details") based on the Authority's needs. Special Detail requests are made a minimum of one (1) week in advance by the



Parking Department, except in emergency situations. Special Details may include weekends, holidays, and evenings.

9. Contractor shall provide bus and/or shuttle services for Irregular Operations (this includes inclement weather events, airport emergency operations, etc.)

#### **Operations Gate Guards**

1. Contractor shall provide 24-hour staffing at Gate 55 for the enforcement of the Airport Security and Federal Aviation Regulations in compliance with 14 CFR Part 139, Certification of Airports and Transportation Security Administration Part 1542, Airport Security. The Authority provides a security gatehouse to accommodate the gate guard.
2. Contractor shall supply and direct staff to man Gate 55 twenty-four (24) hours per day, seven (7) calendar days a week, 365 days per year ("24/7/365").
3. Contractor shall provide a qualified staff member or reasonable accommodations for break coverage to ensure safety and security at the gate twenty-four (24) hours per day, seven (7) calendar days a week, 365 days per year ("24/7/365").
4. Contractor shall provide a bi-weekly schedule of gate guards to the Authority.
5. Duties of the Gate Guard shall entail:
  - a. Exit the gatehouse to physically examine the credentials and vehicle seeking admission to the secured area. Determination to admit the vehicle shall be based on the rules and regulations provided by the Authority.
  - b. Monitor the gate to ensure the gates closes completely prior to vehicle driving away.
  - c. Interpret and enforce the rules regarding airside access and report violations of any and all security and safety violations observed.
  - d. Notify central communications of any security violations and/or suspicious activity

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**Article C**  
**General Requirements**

1. Contractor shall provide one (1) full-time qualified general manager. The General Manager shall:
  - a. Reside within one (1) hour driving time from the Airport and shall be reasonably available phone.
  - b. Be physically present on-site at the Airport facilities during conventional weekday working hours.
  - c. Make on-site inspections of operations at the Airport during other hours of the day and other days of the week.
  - d. Be available and/or on-call, to manage and supervise the operation at the Airport, 24-hours a day, seven (7) calendar days a week, 365 days a year.
  - e. Have 10+ years background in account management of parking, busing, and shuttle operations.
  - f. Have a proven ability to supervise and direct teams effectively.
  - g. Have extensive experience in delivering client-focused solutions.
  - h. Have strong knowledge of motor carrier operations and all current Federal and State regulatory laws on transportation.
2. Contractor General Manager shall have responsibility for providing staff as directed by the Authority and for providing operational leadership for the bus and shuttle operation,
3. Contractor shall provide fifteen (15) calendar days advance written notice to the Authority of any intended change in its General Manager and shall include any change of address or telephone number. Prior to any change, The Authority shall review the qualifications of the candidate General Manager and notify the Contractor Operator if he/she is acceptable.
4. Contractor shall provide management /supervisors to provide leadership and daily supervision for the busing and shuttle operation, including but not limited to: oversight of bus and shuttle drivers, bus and shuttle schedules, breaks, fueling, diesel emission fluid (“DEF”), electric bus charging and investigating and resolving customer complaints.
5. Contractor shall perform daily assessment of the fitness of each driver for work, provide training, provide oversight of shuttle routes, consistent headways and availability to meet demand, provide support and follow up for shuttle accidents, perform shuttle support for special events and provide daily reports to Contractor management and the Authority.
6. Contractor shall provide various electronic reports due by the 15th of each month reflecting the preceding month’s activity including but not limited to: Ridership reports, Route Interruption Reports, Passenger Claims/ Complaints /Compliments Report. LPI Audit reports, and Parking Customer Comment Reports. The following reports shall be required within 24 hours of the event:
  - a. Accident reports;
  - b. Incident reports; and
  - c. Supervisor/Lead reports
7. Contractor shall ensure all customer complaints from any section of their operation are responded to within forty-eight (48) hours of receipt. The Contractor shall report to the Authority all customer feedback and complaint resolutions in a monthly report.
8. Contractor shall employ an adequate number of competently trained and customer-focused employees to successfully meet the scope of work requirements and needs of the operation.

9. Contractor shall drug screen all employees prior to employment, in accordance with any Department of Transportation and Labor requirements. Contractor shall alcohol and drug screen employees involved in any accident that occurs.
10. Contractor shall pay fair market wages for the Triangle region for each staff position.
11. The Contractor shall make every reasonable effort to schedule employees to minimize or avoid the payment of overtime, recognizing, however, that the intent of this Agreement is to provide a high level of service to the Airport customers.
12. Contractor staff must undergo a badging, Federal Bureau of Investigation (“FBI”) background check, and drug-screening process. The badging and FBI background check process is performed by the Authority’s Security Badging office. The Contractor is responsible for all fees. A schedule of fees is provided in **Attachment 3** The Contractor is also responsible for arranging and paying for all drug-screening.
13. Contractor shall provide a recording type time clock for use by all hourly employees. The Contractor shall require employees to clock in or out within ten minutes of the shift change time unless overtime is required by business activities and approved by the shift supervisor.
14. Contractor staff shall fluently speak and understand English and possess strong verbal communication skills.
15. Contractor staff shall be courteous, professional, and helpful at all times while interacting with customers, Authority staff, and other employees at RDU.
16. Contractor shall be responsible for replacement or repair of any Authority equipment including buses and shuttles, vehicles, radios, office furnishings, keys, etc. that is lost or damaged by Contractor staff due to negligence, accident or willful action.
17. Contractor shall coordinate with the Authority bus washing service to ensure all buses and shuttles are washed, cleaned, and disinfected on schedule.
18. Contractor must utilize and maintain a transportation management software solution. This solution shall allow the Contractor, as well as the Authority, to monitor headway times, real-time shuttle data, and automated passenger counting. This solution shall also provide the customer with next bus/shuttle arrival time information by a method approved by the Authority.
19. Contractor shall equip buses and shuttles with either front /rear facing surveillance cameras, or event-triggered front-facing camera systems; and GPS tracking, onboard announcement, and passenger counting systems. All systems shall be maintained by contractor.
20. Contractor shall supply, maintain, and provide fuel for a vehicle(s) for contract management, supervisors and drivers to perform their duties and hot switches. Contractor’s vehicles shall always be properly maintained and kept in good appearance. All passenger vehicles shall be registered in the state of North Carolina with up-to-date registration decals and safety/emissions inspections and provided to the Authority’s contract manager for verification. Vehicles will be kept clean and will not be allowed to have noticeable body and/or paint damage, fluid leaks, cracked windshield or side glass, or mechanical problems of any nature. Golf carts or other motorized vehicles shall also be kept in good operating condition and appearance. Golf carts shall be equipped with a roof-top strobe and decaled with the Contractor’s name/logo. Vehicle condition shall be documented on a per shift basis and reported to contractor management.
21. Contractor must provide uniforms for all contract staff. Uniforms must always be clean and appear kempt.

- a. Uniforms must have RDU logo on left front chest, may have Contractor logo on either sleeve.
  - b. The Authority will provide artwork files required.
  - c. Contractor shall provide rain gear, flashlights, walkie-talkies (or equivalent), safety vests and all other requisite equipment and apparel needed for LPI staff and Ambassadors to function safely and effectively in year-round weather conditions.
22. Contractor staff shall protect and care for all Authority-owned equipment. Contractor shall be responsible for any damages incurred.
23. Contractor shall meet the key performance indicators for each job function as identified in **Attachment 1**.

### **Special Provisions**

1. The Authority shall provide office space for the Contractor in Park Economy 3. Three (3) offices, a breakroom and restroom all located in Park Economy 3 are available for the successful proposer(s) on this RFP. One (1) office with adjoining “check-in room” in the Maintenance Facility are designated for the shuttle operation. All offices and space allotted for contractor use is available “as is” including interior and exterior decoration and furnishings. The contractor may change the furnishings in their assigned office(s). The Contractor may alter the building or office(s) structurally only with the written approval of the Authority. The Authority provides standard cleaning services for the offices and restroom. The Contractor office provided by the Authority is indicated within **Attachment 2** below. The Contractor may lease more space off property or in Authority-owned buildings at current rates.
2. The Contractor is responsible for purchasing data and phone services with the Authority or vendor of their choice at the going rate.
  - a. Phone line - \$34.95/each per month
  - b. Phone rental - \$29.95/each per month.
  - c. Data (Basic) - \$79.95 per month. Each additional port is \$7.95.
  - d. One-time set-up fee of \$29.95 for each digital phone service.
3. The Contractor acknowledges and accepts full responsibility for the security and protection of facilities assigned to them and any and all inventory, equipment, and facilities now existing or hereafter placed on or installed in or upon the facilities and for the prevention of unauthorized access to its facilities. The Authority and the Contractor shall perform a move-in and move-out inspection of all assigned spaces and sign off on the conditions of each space. The Contractor shall be responsible for any damage beyond reasonable wear and tear of the finishes of the facility. Facilities shall be repaired to move-in condition or better prior to contract termination. Employee parking shall be provided free of charge for the Contractor’s staff in the employee car park closest to the appropriate work area. Employees of the Contractor shall be required to park their personal vehicles in the designated area.
4. The Authority shall have the right to request in writing that any Contractor employee be removed from the operation at RDU with no advance notice

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## Attachment 1

### Key Performance Indicators

#### Parking and Shuttle Operations

<b>RDU Expectations</b>	<b>Performance Indicator</b>	<b>Minimum Acceptable performance</b>	<b>Consequences/ Penalties</b>
Staff arrives on time for each shift.	Tardy and absences shall be recorded daily.	Four (4) tardy and four (4) open shifts per month.	\$300 fine for the 5 <sup>th</sup> or greater open shift per month.
Contract staff shall be professional and helpful.	Customer compliments and complaints shall be tracked along with details and resolution. Mystery shops reports and customer feedback shall be used review the Contractor staff level of customer service.	Mystery shop scores must remain at 98% or higher. Customer surveys should show a score of 3.5 or higher and any contractor staff should not receive more than one (1) customer service complaint per quarter.	Any Contractor staff receiving a third mystery shop score less than 98% or more than three (3) complaints in a quarter shall require customer service retraining (3 hours) at the contractor's expense. Staff shall be removed from the schedule upon receiving more than three (3) complaints in one quarter.
LPI's shall be completed 100% of the time. Accuracy surveys shall be performed as described in the Parking Operations Procedures.	Contractor audits, RDU LPI Accuracy Surveys and Abandoned vehicle data shall be used to track the accuracy of LPI.	Four (4) incomplete or inaccurate LPIs per month.	\$300 fine for the 5 <sup>th</sup> or greater inaccurate or incomplete LPI per month.
Bus pick-up times for the traveling customer stops must be within 10-15 minutes	Headways, as measured by GPS equipment, must be within fifteen (15) minutes and reported to the Authority on a weekly basis.	Fifteen (15) minute or less headways- extra shuttles added to route to ensure that headways meet requirements.	\$300 fine for ten (10) or more incidents per month.
Shuttle pick-up times for the traveling customer stops must be within -15 minutes.	Headways, as measured by GPS equipment, must be within five (5) minutes and reported to the Authority on a weekly basis.	Five (5) minute or less headways- extra shuttles added to route to ensure that headways meet requirements.	\$300 fine for ten (10) or more incidents per month.
Customers and employee riders must be able to board the first bus or shuttle arriving at their stop.	Code 99s (shuttle too full to pick up all customers wishing to board) shall be tracked and reported by the Contactor on a monthly basis.	Zero (0) code 99s at identified shift change times and two (2) code 99s per month at other times	\$300 fine for each code 99 during established shift changes and over two (2) per shift at other times.

RDU equipment shall not be removed from RDU property and shall be protected and used properly.	Daily or weekly checks of LPI handheld units, booth keys, cashier supplies, GEM cars, etc.	The contractor shall be financially responsible for damage and loss of all equipment, vehicles, furniture, tools, etc. caused by intentional or negligent actions of the Contractor's staff.	Normal wear and tear is expected. The Contractor shall be invoiced for replacement cost of Authority property lost or damaged due to negligence by its staff.
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#### Operations Gate Guard

<b>Authority Expectations</b>	<b>Known Performance Indicator</b>	<b>Minimum Accepted performance</b>	<b>Penalty for Noncompliance</b>
Gate 55 shall be staffed twenty-four (24) hours per day, seven (7) calendar days a week, 365 days per year ("24/7/365") by a qualified, conscientious gate guard.	RDU shall not be required to cover in the absence of Contractor staff.	Zero tolerance is allowed. The FAA and TSA may levy significant fines for security violations. The Contractor shall be responsible for all fines resulting from absence or admittance rule violations.	\$300 fine may be assessed for any shift open or unfilled for more than one (1) hour past start time. All Fines levied by the FAA or TSA for non-compliance with inspections at the gate are the Contractor's responsibility. Multiple unfilled shifts can lead to contract termination at the discretion of the Authority.

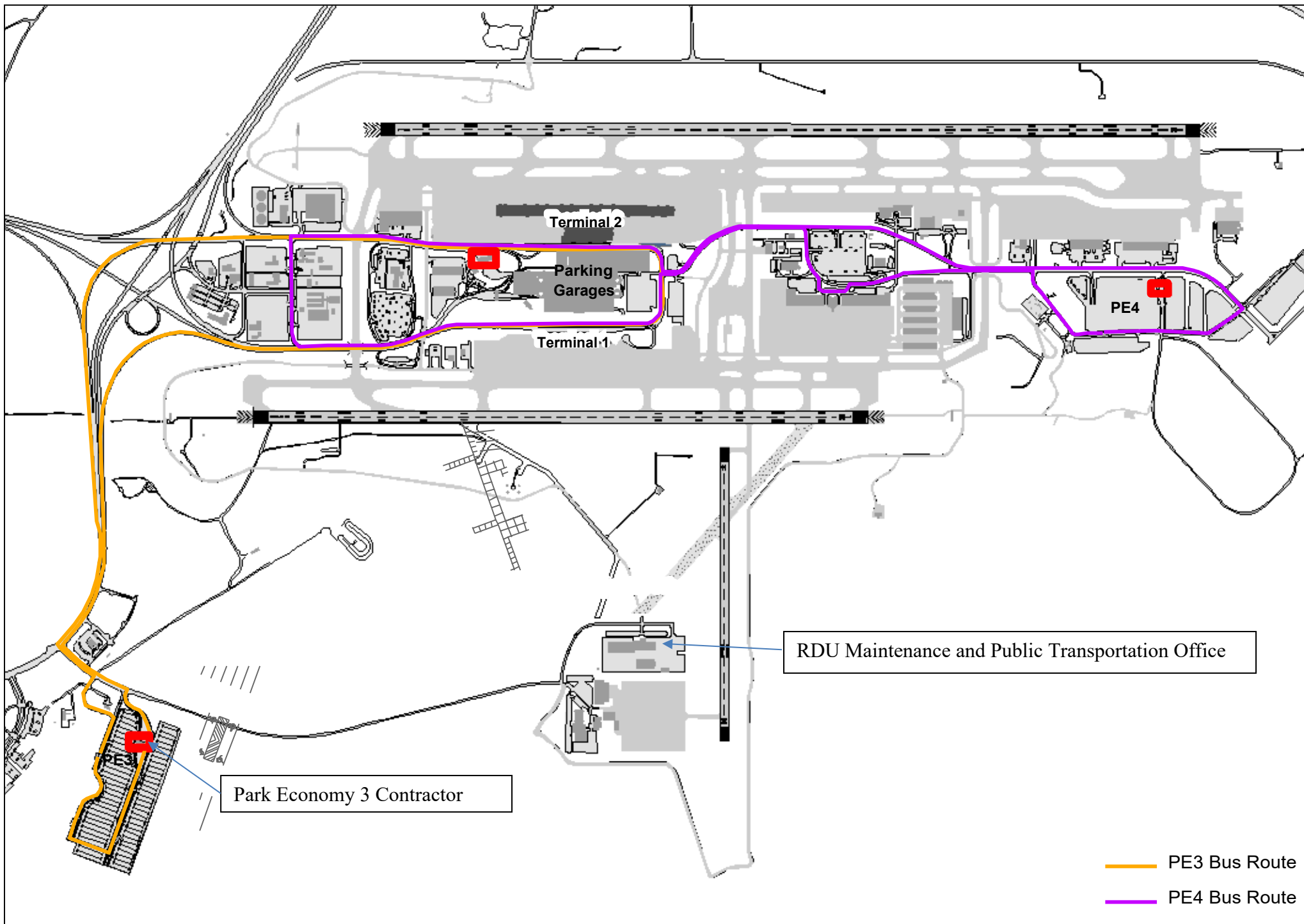
**End of Attachment 1**

## **Attachment 2**

See bus route map on the following page.

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## Attachment 2

Map Document: \\rdugis1\GIS\Current\_Projects\GT\2019\1210\_GT\_Parking\_RFP\Location.mxd

12/10/2019

0 750 1,500

1 inch = 1,500 feet



**End of Attachment 2**

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Attachment 3

## Schedule of Fees

**EFFECTIVE APRIL 1, 2019 – CREDIT OR DEBIT CARD ONLY. NO  
CASH OR CHECKS ACCEPTED.**

**Fees subject to change**

<b>TSA Mandated Background Checks</b>
---------------------------------------

Security Threat Assessments (All badge categories)     \$ 15.00 per submittal Employees  
Fingerprint Fee (SIDA and Sterile – New and Renewal)     \$ 100.00 per submittal

<b>ID Badge and Key Fees</b>
------------------------------

Tenant One Time Fees     \$ 50.00 per badge

Renewals     No Charge

**SIDA and/or RAMP Computer Based Training     \$ 20.00 each course**

Non-Tenant One-Time Fees

RDU Off-Airport Contractor Badge Fee     \$ 100.00 per badge     RDU General Aviation

Badge Fee (FBO Sponsored Customer)     \$ 100.00 per badge     RDU Issued Key Fee     \$  
50.00 per key

RDU Issued Airside Vehicle Decal     \$ 50.00 per vehicle

Badge Renewal Fees     No Charge\*

\*(New fees apply if the badge has expired 2 months beyond its expiration date)

<b>Lost and or Damaged ID Badge and Key Fees</b>
--

Note Regarding Lost Replacement ID Badges and Keys – RDUA uses the “3-strikes” enforcement policy whereby a badge is permanently revoked if the badge holder has lost more than 2 badges or more than 2 keys.

1 <sup>st</sup> Lost Replacement ID Badge or Key	\$ 50.00 each
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2 <sup>nd</sup> Lost Replacement ID Badge or Key	\$100.00 each
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Damaged ID Badge Fee	\$ 50.00 each
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<b>Penalty Fees Assessed Against Employer/Sponsor Who Fail to Collect RDU Issued Badges and/or Keys Issued From Departing Employees, Contractors or GA Customers.</b>
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TSA Regulated SIDA Badge     \$500.00 per badge

TSA Regulated Sterile Area or AOA (GA) Badge     \$200.00 per badge

Non-TSA Regulated Badges (TAXI, Car Rental, etc)     \$ 50.00 per badge

RDU Issued Keys to RDU Facilities     \$ 25.00 per key     Re-coring fee for each access  
portal needing rekeying     \$100.00 per each

49 USC 46301(a) (6) FAILURE TO COLLECT AIRPORT SECURITY BADGES

TSA Regulatory Federal enforcement action to subject an employer to a civil penalty not to exceed \$11,000 per an occurrence for failing to report or recover a terminated/resigned assigned badge or key to the airport.

RDU Issued Badges and Keys Are Property of RDU Airport Authority.

**End of Attachment 3**

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#### **Attachment 4**

The following table illustrates the Authority's car park facilities and their capacity levels:

<b>Car Park</b>	<b>Number of Spaces</b>
Park Premier	1,359
Park Central	9,913
Park Express	1,114
Park Economy 3	3,827
Park Economy 4	2,605
Park Economy 4 Employee	1,327
Terminal 1 and 2 Manager	300

**End of Attachment 4**

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**EXHIBIT B**

COMPENSATION FOR SERVICES

## EXHIBIT C

### REQUIRED FEDERAL AVIATION AUTHORITY CONTRACT PROVISIONS

(Cannot be Altered, Revised or Deleted.)

#### A3. BREACH OF CONTRACT

Any violation or breach of terms of this Agreement on the part of the *Contractor* or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement.

The Authority will provide *Contractor* written notice that describes the nature of the breach and corrective actions the *Contractor* must undertake in order to avoid termination of the Agreement. The Authority reserves the right to withhold payments to *Contractor* until such time *Contractor* corrects the breach or the Authority elects to terminate the Agreement. The Authority's notice will identify a specific date by which the *Contractor* must correct the breach. The Authority may proceed with termination of the Agreement if the *Contractor* fails to correct the breach by the deadline indicated in the Authority's notice.

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### A5. CIVIL RIGHTS - GENERAL

*Contractor* agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds *Contractor* and its subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### A6. CIVIL RIGHTS – TITLE VI ASSURANCE

- A6.3 Solicitation Clause – Must include in
  1. **NOTE – CONTRACTOR must also include provisions in its subcontracts**

##### Title VI Solicitation Notice:

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

- A6.4.1 Clauses for Compliance with Nondiscrimination Requirements:

**Compliance with Nondiscrimination Requirements:**

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

1. **Compliance with Regulations:** *Contractor* (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** *Contractor*, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. *Contractor* will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by *Contractor* for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by *Contractor* of the contractor’s obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** *Contractor* will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, *Contractor* will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a *Contractor*’s noncompliance with the non-discrimination provisions of this Agreement, the Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to *Contractor* under the Agreement until *Contractor* complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** *Contractor* will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. *Contractor* will take action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if *Contractor* becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, *Contractor* may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, *Contractor* may request the United States to enter into the litigation to protect the interests of the United States.

- A6.4.5 List of Pertinent Nondiscrimination Acts and Authorities

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

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



- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

## **A7. CLEAN AIR AND WATER POLLUTION CONTROL**

### **CLEAN AIR AND WATER POLLUTION CONTROL**

*Contractor* agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). *Contractor* agrees to report any violation to the Authority immediately upon discovery. The Authority assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

*Contractor* must include this requirement in all subcontracts that exceeds \$150,000.

## **A8. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

#### **1. Overtime Requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### **2. Violation; Liability for Unpaid Wages; Liquidated Damages.**

In the event of any violation of the clause set forth in paragraph (1) of this clause, the *Contractor* and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such *Contractor* and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

#### **3. Withholding for Unpaid Wages and Liquidated Damages.**

The Federal Aviation Administration (FAA) or the Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### **4. Subcontractors.**

The *Contractor* or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **A11. DEBARMENT AND SUSPENSION**

- “Covered Transactions” mean any AIP-funded contract, regardless of tier, awarded by a contractor, subcontractor, supplier, consultant or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. Includes contract with land acquisition projects.

#### **DEBARMENT AND SUSPENSION CERTIFICATE**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

#### **A15. DRUG FREE WORKPLACE REQUIREMENTS**

#### **A16. EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS**

##### **EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS**

##### **EQUAL OPPORTUNITY CLAUSE**

- During the performance of this Agreement, the *Contractor* agrees as follows:
- (1) The *Contractor* will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Contractor* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The *Contractor* agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The *Contractor* will, in all solicitations or advertisements for employees placed by or on behalf of the *Contractor*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The *Contractor* will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers’ representatives of the *Contractor*’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The *Contractor* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The *Contractor* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the *Contractor's* noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the *Contractor* may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The *Contractor* will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Contractor* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a *Contractor* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Contractor* may request the United States to enter into such litigation to protect the interests of the United States.

#### **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the *Contractor*, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions

of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the *Contractor* is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. *Contractor* shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The *Contractor* shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the *Contractor* should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The *Contractor* is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the *Contractor* has a collective bargaining agreement to refer either minorities or women shall excuse the *Contractor's* obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the *Contractor* during the training period and the *Contractor* shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The *Contractor* shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the *Contractor's* compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The *Contractor* shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the *Contractor's* employees are assigned to work. The *Contractor*, where possible, will assign two or more women to each construction project. The *Contractor* shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the *Contractor's* obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the *Contractor* or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the *Contractor* by the union or, if referred, not employed by the *Contractor*, this shall be documented in the file with the reason therefore along with whatever additional actions the *Contractor* may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the *Contractor* has a collective bargaining agreement has not referred to the *Contractor* a minority person or female sent by the *Contractor*, or when the *Contractor* has other information that the union referral process has impeded the *Contractor's* efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the *Contractor's* employment needs, especially those programs funded or approved by the Department of Labor. The *Contractor* shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the *Contractor's* EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the *Contractor* in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the *Contractor's* EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the *Contractor's* EEO policy with other contractors and subcontractors with whom the *Contractor* does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the *Contractor's* recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training

by any recruitment source, the *Contractor* shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the *Contractor's* obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the *Contractor's* EEO policies and affirmative action obligations.

8. *Contractors* are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the *Contractor* is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the *Contractor* actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the *Contractor's* minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the *Contractor*. The obligation to comply, however, is the *Contractor's* and failure of such a group to fulfill an obligation shall not be a defense for the *Contractor's* noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The *Contractor*, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the *Contractor* has achieved its goals for women generally), the *Contractor* may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The *Contractor* shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The *Contractor* shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The *Contractor* shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The *Contractor*, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the *Contractor* fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The *Contractor* shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

#### **A19. PROHIBITION OF SEGREGATED FACILITIES**

##### **PROHIBITION OF SEGREGATED FACILITIES**

(a) The *Contractor* agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The *Contractor* agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this Agreement.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom.



The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The *Contractor* shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this Agreement.

#### **FEDERAL FAIR STANDARDS ACT (FEDERAL MINIMUM WAGE) REQUIREMENTS**

All contracts and subcontracts that result from this solicitation must incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The *Contractor* has full responsibility to monitor compliance with the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA). The *Contractor* must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

#### **A18. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

##### **CERTIFICATION REGARDING LOBBYING**

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

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

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

#### **A20. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

##### **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

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

## **A21. PROCUREMENT OF RECOVERED MATERIALS**

### **PROCUREMENT OF RECOVERED MATERIALS**

*Contractor* and *Subcontractor* agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Agreement and to the extent practicable, the *Contractor* and *Subcontractors* are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

## **A25. TERMINATION OF CONTRACT**

### **TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Authority may terminate this Agreement in whole or in part at any time by providing written notice to the *Contractor*. Such action may be without cause and without prejudice to any other right or remedy of the Authority. Upon receipt of a written notice of termination, except as explicitly directed by the Authority, the *Contractor* shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. *Contractor* must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.

3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Authority all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Authority to protect and preserve property and work related to this Agreement that the Authority will take possession.

The Authority agrees to pay *Contractor* for:

- 1) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with subcontractors and suppliers; and
- 4) reasonable and substantiated expenses to the *Contractor* directly attributable to the Authority's termination action.

The Authority will not pay *Contractor* for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Authority's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this Agreement.

#### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Authority may, by written notice to the *Contractor*, terminate this Agreement for its convenience and without cause or default on the part of *Contractor*. Upon receipt of the notice of termination, except as explicitly directed by the Authority, the *Contractor* must immediately discontinue all services affected.

Upon termination of the Agreement, the *Contractor* must deliver to the Authority all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this Agreement, whether complete or partially complete.

The Authority agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the *Contractor* receives the termination notice. Compensation will not include anticipated profit on non-performed services.

The Authority further agrees to hold *Contractor* harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **• *Termination for Default* –**

#### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.



**RFP# 554-RFP21-3001**  
**Staffing for Parking, Shuttle Operations, and Gate Guards**

**ADDENDUM #1**

*Date: May 3, 2021*

**We have received the following request for information and hereby respond:**

**QUESTIONS & ANSWERS**

(1) QUESTION: Will the airport be hosting any onsite tours in connection to the RFP?

AGENCY RESPONSE. We are willing to have onsite tours, however they must be requested and scheduled due to COVID. Please note that masks must be worn while on Airport property.

(2) QUESTION: Is it possible to just bid the security portion of this RFP or do we need to look at the entire RFP?

AGENCY RESPONSE. No, bidders must submit a bid for all components.

(3) QUESTION: What is the threshold that has to be met for a bid to go out as public notice?

AGENCY RESPONSE. The dollar threshold for public notice is \$50,000. Please note that we reserve the right to issue a public notice for any dollar value or solicitation.

(4) CLARIFICATION: The RSVP date is here by revised to **May 10, 2021 at 10 am.**

Thank you for your interest in doing business with our Agency and we look forward to receiving a proposal submittal from your firm

Corinne Lisefski

Sr. procurement and contracts specialist

**END OF QUESTIONS & ANSWERS**

**END OF ADDENDUM #1**



**RFP# 554-RFP21-3001**  
**Staffing for Parking, Shuttle Operations, and Gate Guards**

**ADDENDUM #2**

*Date: May 10, 2021*

**We have received the following request for information and hereby respond:**

**QUESTIONS & ANSWERS**

(1) QUESTION: When is the Pre-proposal meeting?

AGENCY RESPONSE. As listed in the RFP Solicitation Specific document, the Pre-proposal meeting is May 12, 2021 at 2:00 pm. Please note that meeting is virtual.

(2) QUESTION: Per Form-B1-Basic Services Contract, Section VI – Professional Services, Indemnity and Insurance Clause (c) (3) – Umbrella Excess Liability requires Airside Operations coverage. Please confirm the SOW for this RFP does not include airside operations.

AGENCY RESPONSE. Correct, Airside Operations is not part of the scope of work. However, the gate guards control access for the airside gate. Also, in the event of an aircraft emergency, buses may be requested to help remove passengers from the aircraft to a designated location, while operating airside and being escorted.

Thank you for your interest in doing business with our Agency and we look forward to receiving a proposal submittal from your firm

Corinne Lisefski

Sr. procurement and contracts specialist

**END OF QUESTIONS & ANSWERS**

**END OF ADDENDUM #2**



**RFP# 554-RFP21-3001**  
**Staffing for Parking, Shuttle Operations, and Gate Guards**

**ADDENDUM #3**

*Date: May 18, 2021*

**We have received the following request for information and hereby respond:**

**QUESTIONS & ANSWERS**

(1) PRE-PROPOSAL MEETING: Attached please find the pre-proposal meeting agenda and sign-in/role call sheet. Attachment A.

(2) CLARIFICATION: All references to RFP No. 554-RFP21-3005 are hereby deleted and replaced with RFP No. 554-RFP21-3001.

(3) QUESTION: Is the staff person at the gate 55 in a union? If yes, then what union do they belong to and can we please see the labor contract?

AGENCY RESPONSE. No.

(4) QUESTION: What is the current pay rate for the staff at Gate 55?

AGENCY RESPONSE. This position is not currently staffed.

(5) QUESTION: Are the Ambassadors in a union? If yes, then what union do they belong to and can we please see the labor contract?

AGENCY RESPONSE. No.

(6) QUESTION: What is the current pay rate for the Ambassadors?

AGENCY RESPONSE. This position is not currently staffed.

(7) QUESTION: Are the shuttle drivers in a union? If yes, then what union do they belong to and can we please see the labor contract?

AGENCY RESPONSE. No.

(8) QUESTION: What is the current pay rate of the shuttle drivers?

AGENCY RESPONSE. This position is not currently staffed.

(9) QUESTION: Are you currently operating any buses?

AGENCY RESPONSE. No.



(10) QUESTION: Who is the current operator for this contract? How long have they been operating it? Can we please have a copy of the current contract with the current operator?

AGENCY RESPONSE. There is not currently a contract in place.

(11) QUESTION: What is the prevailing wage rate at the airport?

AGENCY RESPONSE. Prevailing wage rates do not apply to this project.

(12) QUESTION: Is there a performance or payment bond?

AGENCY RESPONSE. No

(13) QUESTION: Do the Ambassadors currently work in the main parking garage or are they phased in with the other lots?

AGENCY RESPONSE. When staffed, they are used in any of the car parks as needed.

(14) QUESTION: Are the license plate inventory staff members currently working in the main parking garage or are they to be phased in with the other lots?

AGENCY RESPONSE. This position is not currently staffed.

(15) QUESTION: Are the 10 Ambassadors 10 full time equivalent employees or 10 ambassadors working per shift?

AGENCY RESPONSE. There would be ten (10) ambassadors per shift.

(16) QUESTION: Are the 6 license plate inventory staff members 6 full time equivalent employees or are there 6 LPI staff members working per shift?

AGENCY RESPONSE. There are six (6) LPI staff per shift.

(17) QUESTION: Who will be responsible for the maintenance of the buses and vans?

AGENCY RESPONSE. The Airport Authority.

(18) QUESTION: What are the total hours for the Ambassadors per year?

AGENCY RESPONSE. Approximately 31,200 hours

(19) QUESTION: What are the total hours for the License plate inventory staff per year?

AGENCY RESPONSE. Approximately 13,140 hours.

(20) QUESTION: For the buses what is the model year and current mileage?

AGENCY RESPONSE. See attachment B. The mileage will be provided separately.

(21) QUESTION: For the vans, what is the model year and current mileage?

AGENCY RESPONSE. See attachment C. The mileage will be provided separately.

(22) QUESTION: How many drivers are currently employed?

AGENCY RESPONSE. No drivers are currently are employed.

(23) QUESTION: What model GEM do you currently operate? What is the seating capacity for the GEM?

AGENCY RESPONSE. The Authority owns two (2) GEM e4's that seat a total of four (4) including the driver.

(24) QUESTION: How often do the GEM's need to be recharged?

AGENCY RESPONSE. The GEM's need to be recharged at least once a day.

(25) QUESTION: What was the amount of fines imposed on the current operator for failing to meet any of the key performance indicators in the last two years?

AGENCY RESPONSE. There is no current contract in place.

(26) QUESTION: Does the gate guard have a parking space near Gate 55? If so, is it located on airside or landside?

AGENCY RESPONSE. Yes, their parking is landside.

(27) QUESTION: What is the current total operating hours for the buses?

AGENCY RESPONSE. The buses are currently not in service.

(28) QUESTION: Who is currently responsible for the maintenance of the buses and vans?

AGENCY RESPONSE. Please see response to question 17.

(29) QUESTION: Can you please provide the maintenance records for the buses and vans?

AGENCY RESPONSE. No, the Airport Authority is responsible for maintenance on all vehicles.

(30) QUESTION: Can we please see the customer comments and complaints as well as the mystery shopper results?

AGENCY RESPONSE. We do not have a transit operation in service and do not have any customer comments, complaints, or mystery shopper results to share.

(31) QUESTION: Who is responsible for paying for the fuel of the buses and vans?

AGENCY RESPONSE. The Airport Authority

(32) QUESTION: Can the buses be fueled at the airport?

AGENCY RESPONSE. The buses are fueled at the Airport Authority's maintenance yard.

(33) QUESTION: May we add a cover page and table of contents outside the page limits?

AGENCY RESPONSE. Yes.

(34) QUESTION: Could you please confirm that sections 11 and 12 (Required Forms and MWSB Program Requirements) are outside the page count and do not count against the 50 page maximum page limit?

AGENCY RESPONSE. Correct, all required forms are **not** included in the 50 page maximum page limit.

(35) QUESTION: Please provide the name of all MBE and WBE companies currently operating at the airport?

AGENCY RESPONSE. Due to the scope of the question, this information would not be available prior to the proposal response due date. A directory of all certified MB and WB firms is available at [www.rdu.com/mwsbdirectory](http://www.rdu.com/mwsbdirectory)

(36) QUESTION: Will the recent executive order for government contracts impact the wages for this operation?

AGENCY RESPONSE. Not to our knowledge.

(37) QUESTION: Has the Airport conducted any wage evaluations for the types of positions that you are requesting to be provided? If so can you please provide?

AGENCY RESPONSE. The Authority has not conducted any wage evaluations.

(38) QUESTION: Is the Guard position currently being filled or is that position scheduled to return when occupancy levels return to an acceptable level?

AGENCY RESPONSE. This position is not currently filled, however the Authority is entertaining the option to re-establish staffing

(39) QUESTION: What are the anticipated levels of occupancy that the Airport has established for the return of services?

AGENCY RESPONSE. The Authority is reaching the occupancy levels at this time

(40) QUESTION: Do the shuttles have any GPS tracking? If so please identify the manufacturer?

AGENCY RESPONSE. The contractor will be responsible for providing all technology.

(41) QUESTION: Will the Airport be responsible for all fuel and maintenance of the shuttle fleet?

AGENCY RESPONSE. Yes, the Authority is responsible for all fuel and maintenance.

(42) QUESTION: Draft Contract, Page 35, attachment 1. Will the KPI's and associated fines that are identified be waived until those services restart again?

AGENCY RESPONSE. Yes, they will.

(43) QUESTION: Draft Contract page 4, section iii identifies the timeline for increase/decrease to the scope of services as 30 days. The RFP indicates that the operator will be provided 60-90 days to implement the additional services. Please clarify.

AGENCY RESPONSE. The initial request is for transit services. For the initial implementation of the contract services the contractor will be provided with 60-90 days for start-up. Any change in services beyond the initial start-up will be 30-days.

(44) QUESTION: Please provide a list of any penalties/fines that have been levied on the current operation in the last 18 months and their correlating amounts.

AGENCY RESPONSE. We have not had staffing contract in place for the last 12 months. It will take time for staff to research any fines for the additional six months that are requested.

(45) QUESTION: Please provide the current wages being paid to employees based on the positions that would fall under this agreement.

AGENCY RESPONSE. There is no staffing contract in place at this time.

(46) QUESTION: On the staffing services -Price Breakdown form. The Airport is requesting the annual costs for each of the positions and the billable hourly rate. Is it the Airport's intent that all other operating costs will be rolled into these position's hourly billing rate or will the Airport also want a separate budget for those costs including profit?

AGENCY RESPONSE. All costs should be rolled into the hourly billing rate.

(47) QUESTION: In order to develop a shuttle and bus driver schedule we need to understand the parameters around scheduling and volume. For example, what are the pre-covid ridership counts by hour, by route? Which shuttles and buses were or are used for each route? Pre-covid how long did it take a shuttle to circulate each route? What level of enplanements and volume should we utilize to develop the bus and shuttle schedules? How does that enplanement levels equate to ridership counts?

AGENCY RESPONSE. The Authority's entire parking operation and enplanement numbers are vastly different from pre-COVID times. As we begin to expand our operation, we are anticipating a shift in occupancy based on business and leisure travels demands. Our shuttle headways should be on a 15-minute schedule for the Park Economy 3 car park. The roundtrip for Park Economy 3 is approximately 20 minutes. The Authority does not have updated information to accurately answer this question since we have not had a transit operation for the last 12-months and the enplanement levels are rapidly changing. We do know that parking is approximately 22% of enplanements.

(48) QUESTION: What positions are being staffed currently?

AGENCY RESPONSE. None

(49) QUESTION: What company is providing services currently?

AGENCY RESPONSE. None

(50) QUESTION: Please provide a pre covid schedule and a current schedule for shuttle drivers, bus drivers and supervisors.

AGENCY RESPONSE. The Authority does not have these records

(51) QUESTION: Are we to provide vehicles for the LPIs? If so please provide how many and specifications.

AGENCY RESPONSE. No, LPI is conducted by walking a defined route.

(52) QUESTION: Please provide the name of the company providing the guard for the airfield gate.

AGENCY RESPONSE. None

(53) QUESTION: Please confirm we are to provide insurance for 24 shuttles buses.

AGENCY RESPONSE. Yes, that is correct.

(55) QUESTION: Please provide a copy of the current agreement for services being bid and any addenda.

AGENCY RESPONSE. There is not a current agreement in place.

(56) QUESTION: Please provide the last pre-covid 24 months of contractor billings and operating statements.

AGENCY RESPONSE. The Authority has not had a contract in place for the last 12-months. The previous contract's scope of work is not the same as this RFP's scope of work. We can provide the requested billings, however it will take some time to gather this information.

(57) QUESTION: Please provide the last authority approved budget for these services.

AGENCY RESPONSE. The last approved budget for these services encompassed a different scope of work therefore it would not be an exact comparison.

(58) QUESTION: Will contractor be required to re-badge existing staff if they are retained

AGENCY RESPONSE. There is not any existing staff.

We recognize that questions were submitted that were not included on this Addendum. We are reviewing those questions and drafting our response. We anticipate issuing another addendum with those questions shortly.

Thank you for your interest in doing business with our Agency and we look forward to receiving a proposal submittal from your firm

Corinne Lisefski

Sr. procurement and contracts specialist

**END OF QUESTIONS & ANSWERS**

**END OF ADDENDUM #3**

Addendum 3 Attachment A

**Staffing for Parking, Shuttle Operations and Gate Guard  
(RFP 554-RFP21-3001) Pre-Proposal Meeting Sign-in Sheet**

Larry Deluca -ABM- [Larry.Deluca@abm.com](mailto:Larry.Deluca@abm.com)

Michael Joseph – ABM – [Steve.Clay@abm.com](mailto:Steve.Clay@abm.com)

Jay Freshi – TCS Transportation - [JFreschi@commuterdirect.com](mailto:JFreschi@commuterdirect.com)

Montana Cole – Republic Parking Systems - [montana.cole@reefparking.com](mailto:montana.cole@reefparking.com)

Bob Linehart – Republic Parking Systems – [Bob.Linehart@reefparking.com](mailto:Bob.Linehart@reefparking.com)

Daniel Lassiter – Republic Parking Systems - [Daniel.Lassiter@reefparking.com](mailto:Daniel.Lassiter@reefparking.com)

Jennifer Carroll– Republic Parking Systems - [Jennifer.Carroll@reefparking.com](mailto:Jennifer.Carroll@reefparking.com)

Tommy Bibb – Republic Parking Systems – [tbibb38@gmail.com](mailto:tbibb38@gmail.com)

Joe Camarata– Republic Parking Systems - [Joe.camarata@reefparking.com](mailto:Joe.camarata@reefparking.com)

Chuck Voase – SP Plus – [cvoase@spplus.com](mailto:cvoase@spplus.com)

James Evans – Appalachian Safety & Management – [tjevans1964@gmail.com](mailto:tjevans1964@gmail.com)

Don Toole – Flagship – [dtoole@flagshipinc.com](mailto:dtoole@flagshipinc.com)

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Melinda Cowley – McLaurin Parking – [mcowley@mclaurinparking.com](mailto:mcowley@mclaurinparking.com)

Erica Shaeffer – McLaurin Parking – [eshaeffer@mclaurinparking.com](mailto:eshaeffer@mclaurinparking.com)

Crystal Jones – a2z Staffing – [cjones@a2zstaffingllc.com](mailto:cjones@a2zstaffingllc.com)

Don Barrett – Laz Parking – [dbarrett@lazparking.com](mailto:dbarrett@lazparking.com)

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Kendra Petty – Laz Parking – [kpetty@lazparking.com](mailto:kpetty@lazparking.com)

Judie Carmichael Brown – Hudson & Associates – [jcbrown@hudson-associatesllc.com](mailto:jcbrown@hudson-associatesllc.com)

Stan Montgomery – United Airport Services – [Stan@unitedairportservices.com](mailto:Stan@unitedairportservices.com)

Gerald Montgomery – United Airport Services –  
[Gerald@unitedairportservices.com](mailto:Gerald@unitedairportservices.com)

Greg Thompson – Archangel – [greg.thompson@archangelusa.com](mailto:greg.thompson@archangelusa.com)

Joseph Torres – Maruti mobility Management - [Joseph.torres@marutius.com](mailto:Joseph.torres@marutius.com)



**Raleigh Durham Airport Authority**

**Pre-Proposal Meeting for Request for Proposals  
(RFP) Staffing for Parking, Shuttle Operations and Gate Guards  
RFP No. 554-RFP21-3001**

**Meeting Agenda**

**Date: May 12, 2021**

**Time: 2:00 PM EST**

- I. Sign-in / Introductions
- II. Brief overview of the MWSB requirements
- III. Review of the Scope of Services
- IV. Review of RFP Document and location
- V. Questions: You may be asked to submit your questions in writing.

**NOTE:** All questions that address substantial issues or a change or revision to the RFP documents must be asked in writing and will only be answered in writing and distributed to all prospective proposers via the form of an addendum.

The Authority will be pleased to respond to written requests for information received (we do not respond to verbal requests). Such requests may be emailed to the Point of Contact listed in the RFP document. Please ensure that you only ask questions that are not already addressed within the RFP documents issued or within a previously issued addendum. The published deadline to submit such written questions is 2:00 PM May 14, 2021 (though it would be appreciated if you would submit such requests ASAP).



### Addendum 3 Attachment B

	Transportation				
8240	Parking	2010	<u>Gillig</u>	BJK7431	15GGD2711A1178954
8241	Parking	2010	<u>Gillig</u>	BJK7432	15GGD2713A1178955
8242	Parking	2013	<u>Gillig</u>	CCP8301	15GGD2715D1182106
8243	Parking	2013	<u>Gillig</u>	CCP7600	15GGD2717D1182107
8244	Parking	2013	<u>Gillig</u>	CCP8302	15GGD2719D1182108
8245	Parking	2013	<u>Gillig</u>	CCP8303	15GGD2710D1182109
8246	Parking	2014	<u>Gillig</u>	CJL1768	15GGD2717E1184215
8247	Parking	2014	<u>Gillig</u>	CJL1766	15GGD2719E1184216
8248	Parking	2014	<u>Gillig</u>	CJL1769	15GGD2710E1184217
8249	Parking	2014	<u>Gillig</u>	CJL1767	15GGD2712E1184218
8250	Parking	2016	<u>Gillig</u>	EJY4543	15GGD271XG1188164
8251	Parking	2016	<u>Gillig</u>	EJY4544	15GGD2711G1188165
8252	Parking	2019	Proterra	HAL8384	1M9TH16J4JS816384
8253	Parking	2019	Proterra	HAL8383	1M9TH16J6JS816385
8254	Parking	2019	Proterra	HAL8385	1M9TH16J8JS816386
8255	Parking	2019	Proterra	HAL8386	1M9TH16JXJS816387

### Addendum 3 Attachment C

8100	Parking	2019	Ford		1FDFE4FS4KDC39635	
8101	Parking	2019	Ford		1FDFE4FS9KDC40473	
8102	Parking	2019	Ford		1FDFE4FS1KDC39639	
8103	Parking	2019	Ford		1FDFE4FS8KDC39637	
8104	Parking	2019	Ford		1FDFE4FS7KDC40472	
8105	Parking	2019	Ford		1FDFE4FSXKDC39638	
8106	Parking	2019	Ford		1FDFE4FS6KDC39636	

### Addendum 3 Attachment B

	Transportation				
8240	Parking	2010	<u>Gillig</u>	BJK7431	15GGD2711A1178954
8241	Parking	2010	<u>Gillig</u>	BJK7432	15GGD2713A1178955
8242	Parking	2013	<u>Gillig</u>	CCP8301	15GGD2715D1182106
8243	Parking	2013	<u>Gillig</u>	CCP7600	15GGD2717D1182107
8244	Parking	2013	<u>Gillig</u>	CCP8302	15GGD2719D1182108
8245	Parking	2013	<u>Gillig</u>	CCP8303	15GGD2710D1182109
8246	Parking	2014	<u>Gillig</u>	CJL1768	15GGD2717E1184215
8247	Parking	2014	<u>Gillig</u>	CJL1766	15GGD2719E1184216
8248	Parking	2014	<u>Gillig</u>	CJL1769	15GGD2710E1184217
8249	Parking	2014	<u>Gillig</u>	CJL1767	15GGD2712E1184218
8250	Parking	2016	<u>Gillig</u>	EJY4543	15GGD271XG1188164
8251	Parking	2016	<u>Gillig</u>	EJY4544	15GGD2711G1188165
8252	Parking	2019	Proterra	HAL8384	1M9TH16J4JS816384
8253	Parking	2019	Proterra	HAL8383	1M9TH16J6JS816385
8254	Parking	2019	Proterra	HAL8385	1M9TH16J8JS816386
8255	Parking	2019	Proterra	HAL8386	1M9TH16JXJS816387

### Addendum 3 Attachment C

8100	Parking	2019	Ford		1FDFE4FS4KDC39635	
8101	Parking	2019	Ford		1FDFE4FS9KDC40473	
8102	Parking	2019	Ford		1FDFE4FS1KDC39639	
8103	Parking	2019	Ford		1FDFE4FS8KDC39637	
8104	Parking	2019	Ford		1FDFE4FS7KDC40472	
8105	Parking	2019	Ford		1FDFE4FSXKDC39638	
8106	Parking	2019	Ford		1FDFE4FS6KDC39636	



**RFP# 554-RFP21-3001**  
**Staffing for Parking, Shuttle Operations, and Gate Guards**

**ADDENDUM #4**

*Date: May 21, 2021*

(1) DUE DATE: The due date is hereby extended to June 10, 2021 at 2 pm.

We recognize that questions were submitted that were not included on this Addendum. We are reviewing those questions and drafting our response. We anticipate issuing another addendum with those questions shortly.

Thank you for your interest in doing business with our Agency and we look forward to receiving a proposal submittal from your firm

Corinne Lisefski

Sr. procurement and contracts specialist

**END OF ADDENDUM #4**



**RFP# 554-RFP21-3001**  
**Staffing for Parking, Shuttle Operations, and Gate Guards**

**ADDENDUM #5**

*Date: May 26, 2021*

**We have received the following request for information and hereby respond:**

**QUESTIONS & ANSWERS**

(1) QUESTION: Is the Authority willing to provide contractual language that will provide an opportunity for the hourly bill rate for labor to be adjusted if there is a minimum or living wage increase during the contract term?

AGENCY RESPONSE. The Authority will review and consider any vendor proposed contractual language changes in its sole discretion. However, the Authority maintains the right to expect contract providers to comply with existing contractual provisions.

(2) QUESTION: What parking, ground transportation, ambassador, license plate inventory, and gate guard functions are currently being provided at RDU

AGENCY RESPONSE. There are no current services.

(3) QUESTION: Are any cashier services currently being provided or are these positions referred to as "ambassadors"?

AGENCY RESPONSE. No, we will be "cashless" in June 2021.

(4) QUESTION: Is the Airport Concession Disadvantaged Business Enterprise certification unnecessary for qualification of this proposal?

AGENCY RESPONSE. Please refer to the MWSB section of the RFP.

(5) QUESTION: Please confirm the (GEM) Global Electric Motorcars are provided by the Authority.

AGENCY RESPONSE. Yes.

(6) QUESTION: Are the costs of the raingear, flashlights, walkie talkie (or equivalent) required to be provided by the contractor reimbursed by the Authority?

AGENCY RESPONSE. The contractor.

(7) QUESTION: Please provide a three-year history of the consequences/penalties paid by the existing staffing company as detailed in the Performance indicators for the Parking Section, the Shuttle operations, and the GT Operations Gate Agent

AGENCY RESPONSE. Please see Addendum 3 question 25.

(8) QUESTION: Are the badging and FBI background costs only for the Gate Agents are all employees required to have the same badge and FBI background check?

AGENCY RESPONSE. All employees are required to have a badge and FBI background check.

(9) QUESTION: Are any service vehicles provided by the Authority for contractor to use during the performance of services or are they required to be provided by the Operator??

AGENCY RESPONSE. Service vehicles need to be provided by the contractor.

(10) QUESTION: Please clarify if any operating expenses are reimbursable or if they all need to be included in the total fee?

AGENCY RESPONSE. All expenses should be included in the total fee

(11) QUESTION: Are there any performance or fidelity bonds required under this RFP? If so, what are the values?

AGENCY RESPONSE. No.

(12) QUESTION: Is a proposal bond required under this RFP? If so, what is the value?

AGENCY RESPONSE. No.

(13) QUESTION: Please clarify if the operator is financially responsible for shuttle and other vehicle fuel or that is provided by the Authority

AGENCY RESPONSE. Please see Addendum 3 question 31

(14) QUESTION: Please clarify if the Operator or the Airport is responsible for maintenance of the shuttle buses and other vehicles?

AGENCY RESPONSE. Please see Addendum 3 question 17

(15) QUESTION: With regard to vehicle cleaning, how is disinfecting currently being done and at what frequency?

AGENCY RESPONSE. The shuttles will be cleaned on a weekly basis.

(16) QUESTION: Are vehicles being disinfected/cleaned by hand, via foggers, etc?

AGENCY RESPONSE. Shuttles are cleaned by hand and electrostatic sprayers.

(17) QUESTION: Per Form-B1-Basic Services Contract, Section VI – Professional Services, Indemnity and Insurance Clause (c) (3) – Umbrella Excess Liability requires Airside Operations coverage. Please confirm the SOW for this RFP does not include airside operations

AGENCY RESPONSE. Please see Addendum 2 question 2.

(18) QUESTION: How long do the electric vehicles run on a charge??

AGENCY RESPONSE. Please see Addendum 3 question 24. The Proterra shuttles run 10+ hours on a charge.

(19) QUESTION: How long does it take to fully recharge the vehicles?

AGENCY RESPONSE. Please see Addendum 3 question 24. It takes approximately 8 hours for a full charge.

(20) QUESTION: Would the Authority consider providing a two-week extension of the due date? This would allow all bidders enough time to review the Authority's responses to the questions submitted and incorporate that understanding into comprehensive and competitive proposal offerings that more carefully consider the RFP requirements and terms?

AGENCY RESPONSE. No, we will not provide an extension.

(21) QUESTION: Please provide all bidders with the specific pricing sheet for managing, training, operating the parking and shuttle services, so that all price proposals are submitted with costs outlined in the same manner. Please provide such a pricing sheet in an electronic format.

- a. Where are we to include the insurance cost on the pricing template?
- b. Where should we include the technology cost?
- c. Where should we include the background check, badging and key fees? Part of labor cost

AGENCY RESPONSE. Please see question Addendum 5 question 12.

(22) QUESTION: Inasmuch as the Contractor will have fixed costs which will be included in the rate, and in order to elicit more cost effective proposals, will the Authority entertain modifying the RFP to provide that if the Authority adjusts the number of daily service hours up or down by more than 10%, the rate of compensation can, through negotiation, be decreased (if the number of service hours increases) or increased (if the number of service hours decreases)?

AGENCY RESPONSE. No, we need to have a set cost with a not to exceed amount per year unless the contract is amended.

(23) QUESTION: Please provide the name of the current service provider(s).

AGENCY RESPONSE. Please see Addendum 3 question 10.

(24) QUESTION: What are the current rates paid the current contractor(s) for all each service component?

AGENCY RESPONSE. Please see Addendum 3 questions 4, 6, and 8.

(25) QUESTION: What was the total amount paid to the incumbent contractor(s) for the last two fiscal years (by year)

AGENCY RESPONSE. Fiscal year 19/20 total compensation was \$4,494,198.79 to all contractors. Fiscal year 20/21 total compensation was \$182,801.81.

(26) QUESTION: How long has the incumbent contractor been the provider for the services for the Airport? If this includes extension years, how many years were extended?

AGENCY RESPONSE. There has not been a contractor since September 2020. The previous contractors were operating on three (3) year contracts.

(27) QUESTION: If available, please provide all bidders with copies of the last three months of:

- a. Monthly invoices
- b. Monthly management reports

AGENCY RESPONSE. The Authority was operating under a significantly reduced scope due to COVID-19 for the last three months that a contractor was under contract. This would not be a realistic representation of normal operations.



(28) QUESTION: Please provide a copy of the current contract for each incumbent contractor for these services.

AGENCY RESPONSE. Please see Addendum 3 question 10.

(29) QUESTION: If local, state or federal governments change the laws, rules or regulations that affect minimum wages and/or benefits that are mandated for the employees that are employed by this contract, and this event was not known at the time of bidding, and this event occurs during the term of any contract resulting from this procurement – how will the Authority respond to the request for increased compensation? Bidders need to understand the risk associated with such an unknown event should it occur.

AGENCY RESPONSE. The Airport Authority will take any request under consideration.

(30) QUESTION: Please provide the current minimum wage rate required by the City of RDU

AGENCY RESPONSE. The Authority does not set wage rates. Contractor should follow State and Federal guidelines along with local market values.

(31) QUESTION: Will vehicles and training rooms be made available to transition this service during the start-up period?

AGENCY RESPONSE. Yes.

(32) QUESTION: Is the current provider meeting the MWSB goals for this contract? Who are the current MWSB vendors on the contract?

AGENCY RESPONSE. We do not have a current contract in place.

(33) QUESTION: Please provide the list of all subcontractors under the incumbent firms team along with the company and owners names and contact info; scope of service they are providing, type of subcontractor and their subcontract amount for this project

AGENCY RESPONSE. We do not have a current contract in place. Please see Addendum 3 question 35 for a link the MWSB vendors.

(34) QUESTION: If applicable, is it correct to assume that utilities (electric, water) will be provided by the Authority or is this at the Contractor's expense?

AGENCY RESPONSE. Electric and Water are provided by the Authority. Phone and internet are additional costs as referenced in the RFP.

(35) QUESTION: Please confirm the volume of hours on which proposers should base their proposals. Please describe plans, if any, for any changes to the volume of hours in the next 12 months?

AGENCY RESPONSE. Please see Addendum 3 questions 18, 19, and 27.

(36) QUESTION: Will the Authority consider including a fuel escalation clause in the contract? This will help minimize the difference in costs proposed by all bidders given the volatility of fuel costs?

AGENCY RESPONSE. No, the Authority provides the all fuel for the buses and shuttles and will not consider a fuel escalation clause.

(37) QUESTION: Does 5333(b) (formerly Section 13c) of Title 49, regarding Transit Labor apply to this contract? If yes, please provide all bidders a copy of the 5333(b) or 13(c) agreement

AGENCY RESPONSE. No, it does not apply.

(38) QUESTION: As our company would like to hire as many of the employees that make up the current workforce as possible, it is important to us to ensure that they make at least as much as they do now. Please provide a current seniority list (names can be stricken to protect privacy – perhaps just list position name and number (Driver 1, Dispatcher 1, Dispatcher 2, etc.) along with seniority date. Please also indicate if these positions are full time or part time, and current rate of pay.

AGENCY RESPONSE. There are no current employees.

(39) QUESTION: If there is a living wage ordinance in effect for the service area covered by the services outlined in the RFP, or one that is currently being considered by local legislation, please provide this information so all bidders can consider this when building their pricing.

AGENCY RESPONSE. There is not a living wage ordinance.

(40) QUESTION: To ensure none of the current employees go backwards in benefits should a transition occur, please provide information regarding the current rates/benefits for these employees. Please include specific information such as a rate sheet, regarding co-pays, dependent coverage and amount of premium to be paid by employer.

AGENCY RESPONSE. There are no current employees.

(41) QUESTION: Please explain if there have been any challenges due to the incumbent contractor having driver shortages.

AGENCY RESPONSE. There are no current contractor or employees.

(42) QUESTION: Please provide the peak hours and the number of vehicles used at peak times. If this information is available by day of week, please provide it in that format.

AGENCY RESPONSE. This service does not currently exist.

(43) QUESTION: What is the amount of liquidated damages assessed to the existing contractor over the last 3 years?

AGENCY RESPONSE. There has not been a contract in place for the last 12 months. It would take staff time to research and provide the requested information for the other two years.

(44) QUESTION: Is the Contractor responsible for providing any technology for this contract?

AGENCY RESPONSE. Yes.

(45) QUESTION: Are fuel tanks provided on the Authority property?

AGENCY RESPONSE. Yes.

(46) QUESTION: Please provide the amount of fuel consumed annually prior to COVID.

AGENCY RESPONSE. The Authority pays for all fuel for the fleet.

(47) QUESTION: Can the Authority please provide the frequency of service for both parking lots for a 24-hour period?

AGENCY RESPONSE. There is no current service to any car parks. When service is restored, the Authority prefers to have a 11-15-minute headway for shuttle service.

(48) QUESTION: Is there a minimum requirement to keep the service frequency at a certain level during a 24-hour period (for example: 5 minute service frequency from 04:00 a.m. until midnight and 15 minute frequency from midnight until 04:00 a.m.).

AGENCY RESPONSE. Headways should be between 11-15 minutes until last flight arrival, which varies, and 4:00am.

(49) QUESTION: Please identify the peak hours for ridership demand in a day or provide ridership data.

AGENCY RESPONSE. There is no current data.

(50) QUESTION: Are drivers required to obtain Airport issued badges?

AGENCY RESPONSE. Yes, all personnel must be badged.

(51) QUESTION: Please provide the current vehicle spare ratio

AGENCY RESPONSE. The Authority has a total of sixteen (16) 40' buses and eight (8) 14-passenger cutaway shuttles.

(52) QUESTION: Can the Authority please provide existing onboard technology for its vehicle fleet?

AGENCY RESPONSE. There is no current technology.

(53) QUESTION: Seeing that response to questions will be published by 5/21/21, would the Authority consider extending the proposal due date from 6/4 to 6/18 to allow us time to review answers to questions.

AGENCY RESPONSE. Please see Addendum 5 question 20

(54) QUESTION: Please provide staffing schedules for all position pre COVID.

AGENCY RESPONSE. The Authority does not have staffing schedules. The contractor maintained those records.

(55) QUESTION: Please provide current wages by position

AGENCY RESPONSE. There is not any current staff.

(56) QUESTION: Is there a proposal guarantee? If so, what is the amount?

AGENCY RESPONSE. No.

(57) QUESTION: Are the cutaway buses for the Park Express Lot provided by the authority? If so, how many shuttles are there in total?

AGENCY RESPONSE. Yes, please see addendum 5 question 51.

(58) QUESTION: What technology is on the current bus fleet such as GPS, passenger count system, cameras/Smart Drive?

AGENCY RESPONSE. There is not any technology currently on the vehicles.

(59) QUESTION: Requirements for drivers are CDL P endorsed for the 40' buses and only a valid NC driver's license for the 14-passenger shuttle. Would Authority consider that all drivers be CDL P endorsed so that we can cross train and utilize drivers across all shuttle routes as needed?

AGENCY RESPONSE. It is a decision of the proposer to have all their drivers be CDL P endorsed or just the bus drivers.

(60) QUESTION: In attachment 2 showing the bus route it only shows PE3 and PE4 routes but not the Park Express route. Can you please send current route for this lot?

AGENCY RESPONSE. See the bus route; attachment A

(61) QUESTION: As all shuttle lots are currently closed it is difficult to do our due diligence for bus timing and passenger loads to accurately proposal how many driver hours per day would be needed to meet the required headways. Can the Authority provide us with your recommended daily hours of operation per shuttle lot?

AGENCY RESPONSE. Please see Addendum 5 question 48

(62) QUESTION: Does the 50-page limit include cover page, table of contents, or divider pages?

AGENCY RESPONSE. No

(63) QUESTION: Do we need to include an original signature on the cover letter, as well as the forms?

AGENCY RESPONSE. Original signatures are required on the original proposal. Original signatures are not required on the copies of the proposal.

(64) QUESTION: Do we need to also include the Supplier Survey and W-9 form for our MSWB partners?

AGENCY RESPONSE. No.

(65) QUESTION: Are there any performance or fidelity bonds required under this RFP? If so, what are the values?

AGENCY RESPONSE. No.

(66) QUESTION: Please provide claims history for the shuttle and bus services over the past 3 years and the cost for the claims

AGENCY RESPONSE. The previous vendor had the same insurance requirements currently listed in the draft contract. As such RDU does not have access to those records.

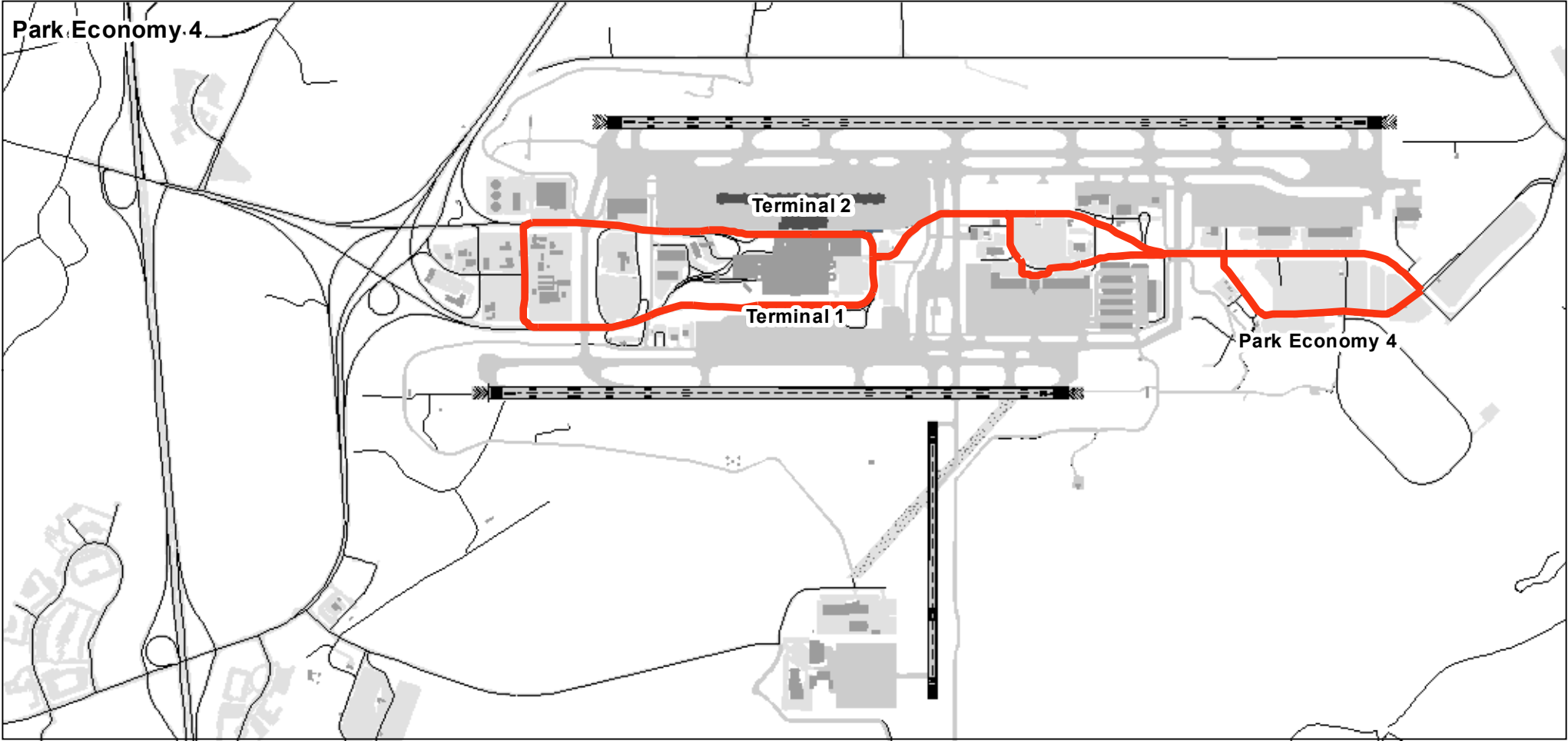
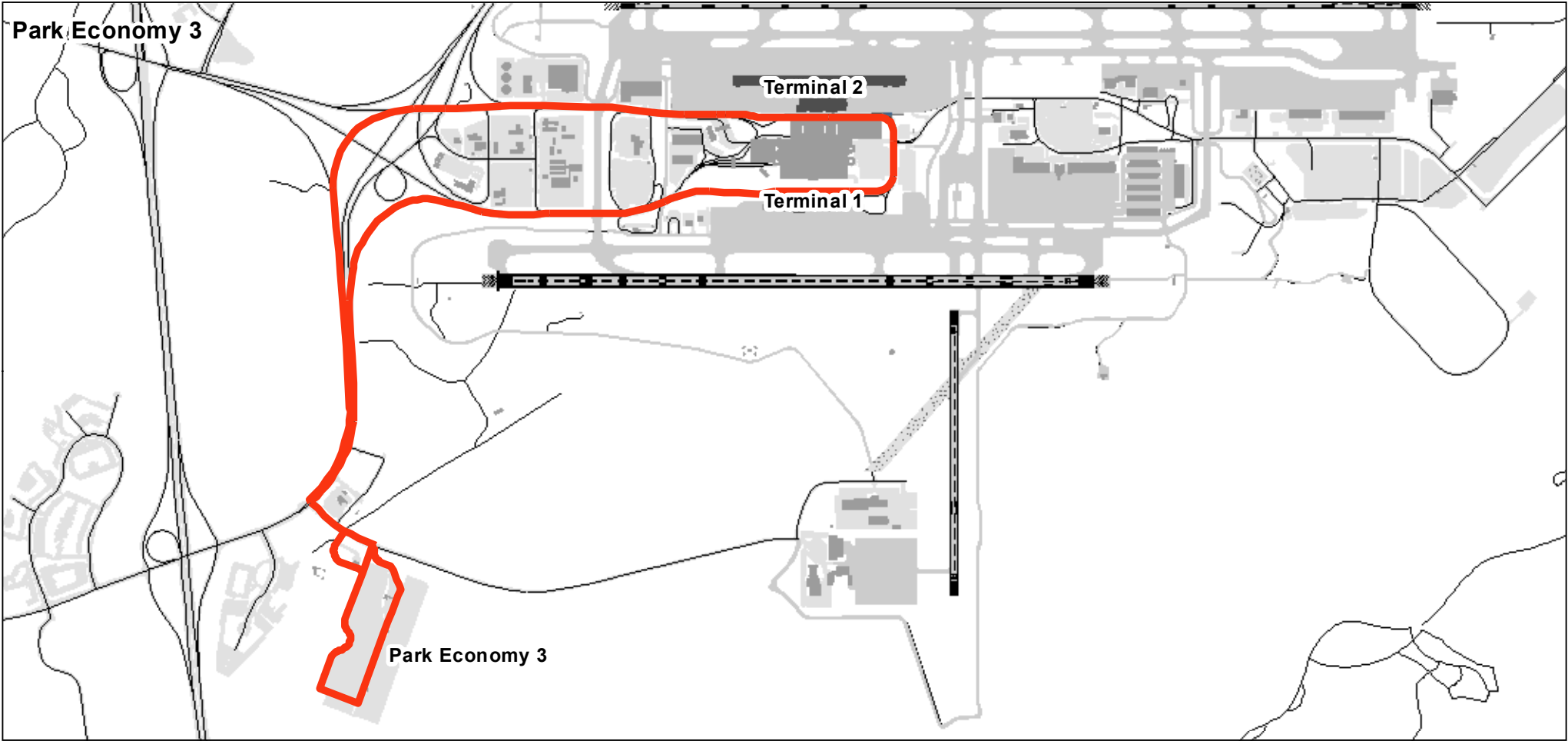
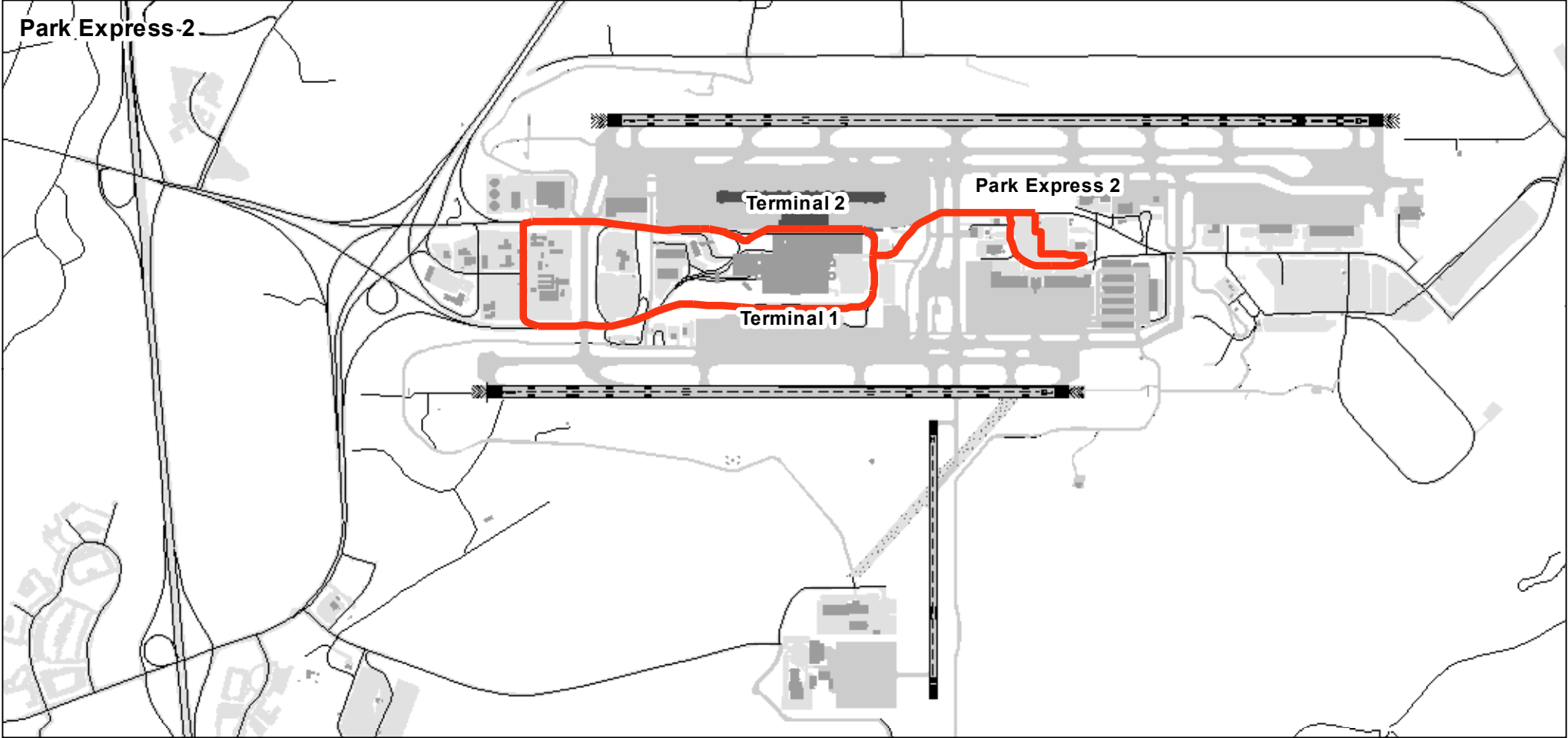
(67) ADDITIONAL INFORMATION: Milage information for the vehicles is included as Attachment B to this Addendum.

Thank you for your interest in doing business with our Agency and we look forward to receiving a proposal submittal from your firm

Corinne Lisefski

Sr. procurement and contracts specialist

**END OF QUESTIONS & ANSWERS**  
**END OF ADDENDUM #5**



RDU Parking Lot Bus Routes



Addendum 5 Attachment B  
Bus Milage

Bus	Make	Miles
8100	Ford Cutaway	30595
8101	Ford Cutaway	29205
8102	Ford Cutaway	29245
8103	Ford Cutaway	33104
8104	Ford Cutaway	31835
8105	Ford Cutaway	32571
8106	Ford Cutaway	29827
8107	Ford Cutaway	28468
8240	Gillig	317978
8241	Gillig	438224
8242	Gillig	231853
8243	Gillig	344305
8244	Gillig	337890
8245	Gillig	328067
8246	Gillig	288462
8247	Gillig	303867
8248	Gillig	244628
8249	Gillig	257199
8250	Gillig	201804
8251	Gillig	203841
8252	Proterra	31455
8253	Proterra	35749
8254	Proterra	25606
8255	Proterra	36622