



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

**INVITATION FOR BID (“IFB”)**

<b>RALEIGH-DURHAM AIRPORT AUTHORITY</b>  <b>Procurement Department</b>  <b>1000 Trade Dr., PO Box 80001 RDU Airport, NC 27623</b>	<b>INVITATION FOR BIDS (IFB) NO. 554-2023-0031-DSP</b>
	IFB Title: <a href="#">Lenovo Laptop &amp; Desktop Lifecycle Replenishment – Indefinite Quantity Agency Specific Term Contract</a>
	Type of Commodity/Goods: <a href="#">Information Technology Hardware</a>
<b>Refer <u>ALL</u> Inquiries to:</b> Dale Poole E-Mail: <a href="mailto:Dale.Poole@rdu.com">Dale.Poole@rdu.com</a>	IFB Advertise Date: <a href="#">August 31, 2023</a> Deadline for Submitting Questions: <a href="#">Thurs. Sept. 14, 2023, at 3:00 pm EDT</a>
<i>No Phone Calls Accepted</i>	<b>IFB Due Date and Time: <a href="#">Thursday, Sept. 21 at 3:00 pm EDT</a></b>

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# INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)

## SECTION I

### BID INSTRUCTIONS

#### 1. Notice

Raleigh-Durham Airport Authority (the “Authority”) invites bids from qualified contractors or individuals (the “Contractor”) interested in providing the Authority with Lenovo brand computer hardware for a planned lifecycle replenishment project (the “Goods”).

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

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

For questions related to this IFB, contact the person indicated on the cover sheet. All questions in regard to this IFB shall be directed in writing to the Authority Contact by e-mail. Only inquiries in writing will be accepted by the Authority, and only written responses will be binding upon the Authority. There shall be no communication with the Authority regarding this IFB unless otherwise directed by the Authority’s Point of Contact identified above.

**\*\* NO PHONE CALLS \*\***

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

Written questions concerning this IFB will be received via e-mail only until the Due Date for Questions specified in the schedule above by the Authority’s Point of Contact. Please insert “**Questions - IFB No. 554-2023-0031-DSP**” as the subject for the email. The Authority will prepare responses to all written questions properly submitted and post the responses as an Addendum on the primary website referenced herein. Oral responses are not binding upon the Authority. Questions received after the deadline for the submission of written questions may not receive a response.

This procurement shall be conducted in accordance with all applicable federal and state laws and regulations, and the policies and procedures of the Authority, as those may be amended. All future amendments to any such laws, regulations and applicable Authority policies and procedures shall be applicable to this procurement.

#### 2. Solicitation Schedule and Deadlines

Issuance of IFB:	August 31, 2023
Pre-Bid Meeting and Site Visit:	<i>Not Applicable to this Business Solicitation</i>
Due Date for Written Questions:	Thursday, September 14, 2023 by 3:00pm EDT
Response to Questions:	Friday, September 15, 2023 Estimated



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DUE DATE AND TIME FOR BIDS	Thursday, September 21, 2023 at 3:00 pm EDT at which time bids will be publicly opened and read aloud
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The Authority reserves the right to revise the schedule in its sole discretion.

Written questions concerning this IFB will be received until September 14, 2023 at 3:00 pm EDT by the Authority Contact. Questions must be submitted to the Authority Contact in writing via email. Please insert “**Questions – 554-2023-0031-DSP**” as the subject for the email. The Authority will prepare responses to written questions submitted as appropriate and post the responses on the website referenced herein. Oral responses are not binding upon the Authority.

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

Bids shall be delivered to the following location:

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

Bids shall be enclosed in a securely sealed envelope or package. The envelope/package must be addressed to the Authority as specified above. The name and address of the prospective Contractor and the IFB number and title shall be placed on the outside of the package. All items required to be included with the bid submission must be included, or the bid may be subject to rejection. It is the responsibility of the Contractor to ensure that the bid package is complete and received by the Authority at the proper time. The Authority will in no way be responsible for delays caused by the United States mail delivery, common carrier, or by any other occurrence. If Contractor wishes to submit multiple bids, each must be in a separate sealed envelope as described herein.

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

The Authority will permit modifications to a bid after submittal until the specified due date and time for accepting bids. The bid may be picked up by a representative of the bidding Contractor provided that the request to modify is in writing, is executed by the bidding Contractor or the bidding Contractor’s duly authorized representative, and is



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filed with the Authority. It is the bidding Contractor's responsibility to resubmit before the deadline. All bid modifications shall be hand-delivered to the Authority Contact.

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

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

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

By submitting a bid to the Authority the bidding Contractor agrees that the Contractor's bid shall remain effective for 45 days after the deadline for submitting the bid.

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

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

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

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

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

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

The Authority reserves the right to amend, insert, or delete any item in this IFB if it is determined to be in the best interest of the Authority. If it becomes necessary to revise any part of this IFB, a written addendum to this IFB will



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be posted on the websites referenced herein. The Authority will not be bound by, and the Contractor shall not rely on, any oral or written communication or representation regarding this IFB except to the extent that it is contained in an addendum to this IFB or the Questions and Answers as posted on the IFB websites, and is not superseded by a later addendum to this IFB.

The Authority may request written clarifications to bids. Bidding Contractors shall provide the requested information in writing by the date and time indicated in the written request. If the requested information is not timely received, the bidding Contractor's ratings may be adversely affected and/or the bid may be declared non-responsive and not eligible for award.

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

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

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

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

Contractors are to submit their information addressing qualifications, expertise, competence and capability. The submittal must address and include:

- 1) A minimum of three (3) current and verifiable client references that are able to comment on the Contractor's relevant experience, at least two of which are active clients and one former client (include company name, contact name and telephone number, email address, nature of company's business, and a description of the services/goods provided);
- 2) Statement certifying Contractor is an authorized Lenovo reseller.
- 3) Required Forms.

The bid must also include all required forms as provided in Section IV.

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



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

The bidding Contractor shall treat all work product and any other information or knowledge of the Authority related to the specifications, in any form whatsoever, as confidential information of the Authority and shall not disclose or make same available to any third party without the Authority's advance written consent. Third party means any person or entity other than the Authority or the Contractor and includes without limitation any governmental unit, private enterprise or individual.

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

### 7. Ethics & Objectivity

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

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

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

### CERTIFICATION REGARDING LOBBYING

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

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



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2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

### **8. Appropriations**

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

### **9. Non-Exclusiveness of Contract**

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

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

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

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

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

### **11. Fixed Pricing**





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Pricing, fees, and percentage discounts are to be fixed for the term of the Contract with the following exceptions;

- (a) The Authority shall be advised of, and receive benefit of, any price decrease automatically and immediately. The Seller shall provide written price reduction information within thirty (30) days of its effective date.
- (b) Any written requests for price changes based on catalog or retail price lists changes may be submitted in writing for the Authority's consideration after 90 days after the effective date of the Agreement one time per year in any subsequent renewal year(s) thereafter. At the Authority's sole discretion it may elect to accept or decline the request for price increases, or may terminate the Agreement.

**12. Reserved**

**13. Reserved**

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

Title VI Solicitation Notice:

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

Compliance with Nondiscrimination Requirements:

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

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



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

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

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

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

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

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

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

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



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- 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).

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

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



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## SECTION II

### SPECIFICATIONS and REQUIREMENTS

1. Goods must be brand new. Refurbished, used, or previously sold or owned goods shall not be accepted.
2. Items are brand and model specific. Substitutes shall not be accepted.

#### Warranty Period Commencement Date

3. **Manufacturer’s applicable Warranties shall not commence until Goods ship to the Authority.**

#### Contractor Requirements

4. Must be an authorized/certified Lenovo Reseller.

#### Shipping and Delivery Requirements

5. Time and rate of delivery are of the essence; and the Authority may by written notice of default to Contractor terminate the whole or any part of any Order and/or the Agreement in its entirety if Contractor fails to make shipment of the Goods within the time specified herein;

**Shipment No. 1** – as Goods become available to ship but all must be received by no later than **November 22, 2023**.

Expected quantities for this shipment (No. 1) are;

Mfg. Part Number	Qty
21HQ007TUS	25
21HM000SUS	15
11U50058US	10
12E30000US	15

**Shipment No. 2** – arrives no sooner than **January 25, 2024** and received no later than **February 28, 2024**.

Expected quantities for this shipment (No. 2) are;



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<b>Mfg. Part Number</b>	<b>Qty</b>
21HQ007TUS	20
21HM000SUS	10
11U50058US	5
12E30000US	25

By submitting a Bid, Bidder acknowledges and accepts these Specifications and Requirements.



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### SECTION III

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

It is the policy of the Authority that neither the Authority, its contractors, service providers, subcontractors nor vendors, shall discriminate on the basis of race, color, religion, national origin, or gender in the award and performance of contracts, subcontracts and purchases. The Authority awards contracts without regard to race, religion, color, creed, national origin, gender, age or handicapping condition.

The Authority has established a Minority and Women-Owned Small Business Program (“MWSB Program”) to encourage equal opportunity for MWSBs to compete for employment as contractors, subcontractors, suppliers and service providers. It is also the Authority’s policy to remove barriers which may exist for MWSBs to compete for contracts, subcontracts and procurement awarded by the Authority. Additional information concerning the Authority’s MWSB Program may be found on the internet at <https://www.rdu.com/do-business-with-rdu/small-businesses/>.

#### A. Minority and Women-Owned Small Business Program

A Minority or Women-Owned Small Business (MWSB) is a firm which has been certified by an approved agency to meet the following criteria: A small business, as defined by the Small Business Administration size standards, that is at least fifty-one percent (51%) owned, and controlled by one or more socially and economically disadvantaged individuals. The following individuals are presumed to be socially and economically disadvantaged: Black Americans; Hispanic Americans; Asian Americans; Native Americans; and Women. Contractors which are not owned by members of these groups may not be utilized to achieve MWSB Goals in Authority contracts.

#### B. MWSB Goals

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

- MB Goal: The goal for minority-owned business (MB) participation is **5%**
- WB Goal: The goal for woman-owned business (WB) participation is **5%**

MWSB firms and small businesses are encouraged to respond to this solicitation.

#### C. MWSB Program Provisions

All Contractors shall agree by the submission of this IFB that MWSBs have the maximum opportunity to participate in the performance of contracts and subcontracts. All Contractors are hereby notified that failure to carry out the obligations of the MWSB Program may constitute a breach of contract, and the Authority will take any and all actions permitted by law to ensure compliance by all Contractors engaged by it.



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

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@rdud.com](mailto:thiane.carter@rdud.com) or via telephone at (919) 840-7712.

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**INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)**

**MWSB AFFIDAVIT**

**Authorized Representative**

**I HEREBY AFFIRM THAT:**

I am the [title] \_\_\_\_\_ and the duly authorized representative of [Business Name] \_\_\_\_\_ (the Business) and that I possess the legal authority to make this statement on behalf of myself and the Business for which I am acting.

**Affirmation Regarding MWSB Program Acknowledgement and Compliance**

**I FURTHER AFFIRM THAT:**

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

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

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

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

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

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

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

\_\_\_\_\_

**IFB Number:** 554-2023-0031-DSP

**IFB Title:** Lenovo Computer Equipment





**INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)**

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## INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)

### SECTION IV

#### REQUIRED FORMS

1. Form A attached hereto – Bid Form (Price of Goods)
2. Form B attached hereto – Execution of Bid and Debarment Certification
3. Form C – Bidder References and Work History
4. Form D – E-Verify Certification
5. Form E – Iran Divestment Act Certification of Eligibility
6. Form F – *Reserved*
7. Form G – Tax Delinquency and Felony Convictions Certifications
8. Form H – MWSB Forms
9. Form I – Supplier Survey and W-9 forms
10. Form J – Contract (*Indefinite Quantity Equipment Purchase Term Agreement*)
11. Additional data to be submitted as listed in the specifications and verification form:
  - a. Certification and/or documentation indicating Contractor is an authorized Lenovo Reseller.

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## INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)

**1. Form A – Bid Form for Lenovo Desktop and Laptop Hardware**

Enter Bidder Name:

#	Manufacturer	MFG. PART No.	Description	Qty*	Unit	Unit Cost
1	Lenovo	21HQ007TUS	Lenovo ThinkPad X1 Yoga Gen 8 - 14" - i7 1365U - Evo vPro Enterprise Platform - 32 GB RAM - 512 GB SSD - 3YR	45	EA	
2	Lenovo	21HM000SUS	Lenovo ThinkPad X1 Carbon Gen 11 - 14" - i7 1365U - Evo vPro Enterprise Platform - 32 GB RAM - 512 GB SSD - 3YR	25	EA	
3	Lenovo	11U50058US	Lenovo ThinkCentre M90q Gen 3 - tiny - Core i5 12500 3 GHz - 16 GB - SSD 512 GB - 3YR	15	EA	
4	Lenovo	12E30000US	Lenovo ThinkCentre M70q Gen4 - tiny - Core i7 13700T 1.4 GHz - 16 GB - SSD 512 GB - 3YR	40	EA	

Bidder's prices shall include delivery of all items F.O.B. destination or as otherwise specified.

\* Quantities are estimates. The total quantity of any individual item(s) is not known and the Authority does not imply nor guarantee any minimum amount that will be purchased.

**Indicate Percentage Discount off of MSRP for any other similar Lenovo computers: \_\_\_\_\_%**

**Indicate Percentage Discount off of MSRP for any other related Lenovo peripherals: \_\_\_\_\_%**

**Indicate Percentage Discount off of MSRP for any other related Lenovo accessories: \_\_\_\_\_%**

**Warranty:** Specify details (attach, if needed) of warranty provided; \_\_\_\_\_

\_\_\_\_\_

Offer valid for forty-five (45) calendar days from Bid due date.



## INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)

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

IFB NAME: Lenovo Laptop & Desktop Lifecycle Replenishment – Indefinite Quantity Agency Specific Term Contract

IFB NUMBER: 554-2023-0031-DSP

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

COMPANY ADDRESS: (enter Company Address)

TELEPHONE NUMBER: (enter Telephone Number)

FAX NUMBER: (enter Fax Number)

EMAIL: (enter Email Address)

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

In compliance with this IFB, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all services or goods upon which prices are submitted, at the prices offered herein, within the time specified herein subject to the Terms and Conditions or purchase order.

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

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

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

This bid is valid for forty-five (45) days from the IFB due date.

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

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

Initial: \_\_\_\_\_



## INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)

### DEBARMENT CERTIFICATION

1. Contractor certifies that to the best of its knowledge and belief that it and its principals:
  - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, City or County department or agency;
  - b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Contractor is unable to certify to any of the statements in this certification, it shall attach an explanation to this certification.

### Execution of Bid Document and Debarment Certification

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

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



## INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)

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

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

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

#### A. REFERENCES

Offeror must show the following:

- They currently and have been providing similar good/services within the past five (5) years;

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

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

#### B. BIDDER HISTORY

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

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

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

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

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



# INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)

## Form D – E-Verify Certification

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

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

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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:**



## INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)

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

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

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

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

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

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

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

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

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

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





## INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)

6. **Form F** – *Not Applicable to This Business Solicitation*



## INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)

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

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

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

#### Certifications

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

#### Note

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

#### Term Definitions

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

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



## INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)

### 8. Form H – MWSB Required Forms

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



## INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)

### 9. Form I – Supplier Survey and W-9 forms

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

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



## INVITATION FOR BID (IFB NO. 554-2023-0031-DSP)

10. **Form J – Contract Terms and Conditions (see attached Terms and Conditions)**

**INDEFINITE QUANTITY EQUIPMENT PURCHASE AGREEMENT  
BETWEEN  
THE RALEIGH-DURHAM AIRPORT AUTHORITY  
AND**

---

THIS **AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 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 “**Seller**.”

WITNESSETH:

THAT WHEREAS, the Authority desires the Seller to provide Lenovo brand computer hardware, peripherals, and related accessories as further described herein (the “**Equipment**”);

WHEREAS, the Authority desires to issue Purchase Orders to Seller for the Equipment;

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

WHEREAS, the Authority desires to engage the Seller to provide such Equipment.

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

I. PURCHASE AND SALE

Subject to the provisions for early termination as set forth herein, the Authority agrees to purchase and the Seller agrees that it will provide the Equipment described in **Exhibit A** attached hereto and incorporated herein by reference, subject to the terms and conditions set forth hereunder.

## II. PAYMENTS

(a) The Authority will pay the Seller for the Equipment in the maximum amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and as further described in **Exhibit B** attached hereto and by this reference incorporated herein.

(b) The Authority may provide an invoice form to the Seller for use in the payment process. Each invoice shall detail each fee, subject to the limitations described herein. Any applicable duties and sales, use, excise, value-added, and/or similar taxes will be separately identified. 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. Unless freight or other charges are itemized, the Authority may take any offered discount on the full amount of 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 Seller 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 Seller’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 Seller shall continue to perform 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 Seller's final invoice shall be so identified, shall state the total amount which the Seller claims to be due, and shall reflect that the Seller will have received full compensation for all Equipment pursuant to this Agreement upon payment of such invoice by the Authority. Said final invoice shall be submitted by the Seller to the Authority within thirty (30) days after the date the Equipment is provided by Seller to the Authority. The Seller'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 Seller 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 Seller in excess of the maximum payment as detailed herein except as provided in **Section II**.

(e) Seller certifies that the prices herein are not higher than the regular market price or prices being charged to other government organizations purchasing identical goods on any similar or smaller quantities at this particular time and do not discriminate against the Authority.

(f) Buyer will not be liable for any charges for transportation, delivery, packing, boxing, crating, or storage, unless specifically agreed to herein.

(g) 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 Seller and its affiliates and subsidiaries from the Authority.

(h) (1) If any outstanding check from the Authority to the Seller 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 Seller 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 Seller will need to contact the state for payment.

### III. TERM

Subject to the provisions for early termination as set forth herein, the Seller agrees that it will accept Purchase Orders and provide the Equipment enumerated in Exhibit A and incorporated herein by reference (the “Description of Equipment”) for a term of one (1) year beginning \_\_\_\_\_, 2023 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 three (3) 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).

### IV. CHANGES

(a) The Authority may, at any time, change the Equipment specifications, methods of delivery, place or time of delivery, quantities, or other aspects of the order to meet its needs. In the event that such a change would reduce or increase the payment(s) due the Seller as detailed in **Section II**, the Authority shall notify the Seller in writing and request that the Seller 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 Seller believes is associated with such change, supported by such documentation related thereto as may be requested by the Authority. The Authority shall notify the Seller 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 Seller’s statement of cost, the parties may negotiate the resulting reduction or increase in the payment(s) due to the Seller in good faith.

(b) In no event shall Seller increase quoted prices or change Equipment specifications or other details of the order other than as set forth in **Exhibit A** without the Authority's written consent. Prior to any consent:

- (1) Seller shall have submit a written statement of cost with respect to the proposed additions or changes in the form required by the Authority;
- (2) Seller shall provide documentation independent of its own assertions as justification for such cost increases;
- (3) the Authority shall have conducted a reasonable investigation of Seller's proposal for additional costs. During any such investigation, the Authority shall have the right to audit/review all books and records related to the Agreement; and
- (4) the parties shall negotiate to a mutually agreed upon additions or changes or costs permitted and payment(s) due to the Seller (Note: the Authority may elect to accept none, all, or to change the request, or any portion thereof).

## V. RESERVED

## VI. OWNERSHIP AND MANAGEMENT OF WORK PRODUCT

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

(1) **“Purchase Order”** means the document used by the Authority to order Equipment provided by Seller in sufficient detail to allow Seller to accept and fulfill the Authority's Purchase Order; and including terms, describing price, quantity, and delivery addresses.

(2) **“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, correspondence, reports, drawings or other graphical representations, pictorial reproductions, documents available from electronic data storage equipment, 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 Seller in any form, including in electronic form.

(3) “**Work Product**” means all Information the Seller prepares or obtains in connection with the Equipment hereunder, 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 Seller’s lawful possession prior to the execution of this Agreement.

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

(c) **Ownership of Work Product.** All Work Product produced or authored by Seller in the course of assembling the Equipment 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 Seller 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.

(d) The Seller 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 Seller 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, Seller 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 Seller shall disclose only that portion of the Authority Information or Work Product which Seller's legal counsel specifies in writing actually is subject to the disclosure obligation.

(e) The Seller shall return any Authority Information or Work Product to the Authority if the Authority makes a written request to the Seller.

(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 Seller 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 Seller shall furnish those materials to the Authority without charge except for the reasonable cost of transporting and delivering the materials.

(g) 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.

## VII. WARRANTIES; DELIVERY; INSPECTION; LIENS

(a) Seller warrants that any work shall be performed with promptness and diligence. For a period of twelve (12) months after the delivery and acceptance of the Equipment, Seller warrants that 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. The Authority shall be entitled to all rights and remedies provided by the Uniform Commercial Code, Chapter 25 of the NC General Statutes, for breach of express warranties and implied warranties. Seller 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. These warranties shall be in addition to any warranties of broader scope and services warranties and guarantees given the Authority by Seller. Equipment required to be corrected or replaced shall be subject to this warranty and a new warranty period to the same extent as Equipment originally

delivered under this Agreement. Neither review nor approval of the Seller's work by the Authority shall in any way limit or remove the Seller's liability therefore.

(b) Time and rate of delivery are of the essence, except when delay is due to causes beyond the Seller's reasonable control and without Seller's fault or negligence. Risk of loss or damage to the Equipment prior to the time of their acceptance by the Authority is upon the Seller. All shipments are U.S. F.O.B. Destination for domestic shipping or Incoterms DDP for international shipments.

(c) Acceptance shall be after inspection and testing, or no later than 30 days after delivery, whichever is sooner. Testing will include having purchased materials perform acceptably to Buyer under Buyer's normal usage. Payment should not be construed as acceptance, and signature of Buyer's receiving agent at time of delivery should not be construed as acceptance of merchandise or of any terms that conflict with this Purchase Order. All material which is discovered to be defective or which does not conform to any warranty or specifications of the Seller upon initial inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned to the Seller for full credit or replacement at the election of the Authority. All transportation charges on rejected materials, both to and from the original destination, shall be at the expense of Seller. No goods returned as defective shall be replaced without the Authority's written authorization.

(d) Upon request of the Authority, Seller shall furnish the Authority with written proof of payment of all costs of labor, material and other charges that entered into the cost of work performed by Seller, including its agents and contractors, which proof shall be in the form of waiver of lien or right of lien, and Seller hereby waives and relinquishes all liens and claims statutory or otherwise, which Seller now has or may hereafter have arising hereunder.

(e) All Equipment and supplies shall be brand new. Used; refurbished; previously sold, opened, or owned shall not be accepted.

(f) All Equipment and supplies shall only be shipped directly from the manufacturer's authorized distributors. Substitutes are not permitted.

## VIII. TERMINATION

(a) The Authority may by written notice of default to Seller (a) terminate the whole or any part of this Agreement in any one of the following circumstances: (1) if Seller fails to make shipment of the Equipment or fails to perform within the time specified herein or any extension thereof; or (2) if Seller fails to comply with the other terms and conditions of this Agreement, and (b) procure upon such terms as the Authority shall deem appropriate, Equipment substantially similar to those so terminated, in which case Seller shall continue performance of this Agreement to the extent not terminated and shall be liable to Authority for any excess costs for such similar Equipment and any expenses incurred in connection therewith.

(b) In addition to all of the other rights which the Authority may have to cancel this Agreement, the Authority may terminate this Agreement in whole or in part at any time prior to delivery and acceptance for any reason upon written notice to the Seller. If the termination is not due to Seller's breach of its obligations: (a) the Authority will pay the order price for all Equipment completed in accordance with this Agreement prior to the date of termination unless said Equipment is part of Seller's standard commercial product; and (b) the Authority will pay an equitable proportion of the order price for Equipment in process and for all materials acquired for the purpose of fulfilling the Purchase Order which Seller is unable to cancel, return or otherwise use in its operations. The Authority will not be liable to Seller for any costs for completed Equipment, goods in process or materials acquired or contracted for if such costs were incurred prior to the date of the Purchase Order. Cancellation charges shall be subject to Authority audit.

#### IX. RESERVED

#### X. COMPLIANCE WITH APPLICABLE LAWS

(a) The Seller 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:**

Seller 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 Seller and potential debarment of the Seller as permitted by applicable law.

(c) The Authority shall have the right to audit the Seller'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. Seller 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 Seller 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 Seller 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) Seller 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. Seller shall not utilize in the performance of this Agreement any subcontractor that is identified on the Final Divestment List.

## XI. 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.

## XII. 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 Seller from delivering the Equipment.

(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 Seller. If the Agreement is terminated under this paragraph, Seller 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.

## XIII. OTHER CONDITIONS

(a) The Seller’s Contract Manager shall be \_\_\_\_\_. The Seller 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.

(b) The Authority’s Contract Administrator shall be Randy Thornburg, Information Services Director of Desktop Support. The Seller shall communicate and coordinate all matters related to this Agreement through and with Randy Thornburg 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 SELLER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(d) Seller shall complete delivery for each Purchase Order as specified in Exhibit A attached hereto and incorporated herein by reference.

(e) This is an indefinite quantity Agreement. The total quantity of any individual item(s) under this Agreement is not known and the Authority does not imply nor guarantee any minimum amount of purchased. This Agreement is not exclusive, and the Authority reserves the right to purchase the same or similar products from other suppliers at any time.

(f) This Agreement shall be implemented by separate Purchase Orders for all orders of Equipment. Each Purchase Order will indicate the specific items and quantities required and delivery/ship-to information, as required. Any orders received by Seller that do not include a separate, new authorized Purchase Order shall not be accepted or processed by Seller. The Authority shall not be responsible for any orders processed by Seller that do not include a separate, new Purchase Order.

(g) In cases of conflict between specific provisions in this Agreement, the order of precedence shall be (1) this Agreement, (2) Purchase Orders issued by the Authority.

XIV. 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 Sellers, 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 Seller hereunder:

1. Minority-owned business participation (“**MB Goal**”): \_ .00%
2. Woman-owned business participation (“**WB Goal**”): \_ .00%

Such participation can be included in any portion of the Seller’s order. 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 Seller proposes to terminate or substitute a MWSB after submitting a proposal, the Seller must make good faith efforts to find a substitute MWSB for the original MWSB to meet its MWSB commitment. The Seller 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 Seller 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 Seller has failed to make a good faith effort to secure MWSB participation at a percentage equal to or greater than the goal stated above.

## XV. TAXES

All sales and use taxes applicable to the Equipment for the Authority shall be paid by the Authority to Seller, as invoiced, and subsequently remitted by Seller to the applicable tax collection agency, unless otherwise agreed upon or required by applicable law. North Carolina Sales and Use tax applies to Authority purchases. The Authority is exempt from Federal Excise Tax under Registry No. 56-70-0047K as provided by Chapter 23 of the Internal Revenue Code.

#### XVI. RECORDS REQUIRED FOR GOVERNMENTAL FUNDING

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

#### XVII. 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.

#### XVIII. 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.

#### XIX. 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 “Seller” shall mean and include the Seller, its employees, suppliers and agents.

## XX. 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 Seller 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, Sellers 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.

## XXI. 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**.

## XXII. 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.

## XXIII. 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.

#### XXIV. ENTIRE AGREEMENT

This Agreement, including the Authority’s Invitation for Bid (“IFB”) No. 554-2023-0031-DSP, Seller’s submitted bid and all addenda thereto; 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 Seller 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

### DESCRIPTION OF EQUIPMENT AND DELIVERY

#### Description of Equipment

#	Manufacturer	Mfg. Part No.	Description
1	Lenovo	21HQ007TUS	Lenovo ThinkPad X1 Yoga Gen 8 - 14" - i7 1365U - Evo vPro Enterprise Platform - 32 GB RAM - 512 GB SSD - 3YR
2	Lenovo	21HM000SUS	Lenovo ThinkPad X1 Carbon Gen 11 - 14" - i7 1365U - Evo vPro Enterprise Platform - 32 GB RAM - 512 GB SSD - 3YR
3	Lenovo	11U50058US	Lenovo ThinkCentre M90q Gen 3 - tiny - Core i5 12500 3 GHz - 16 GB - SSD 512 GB - 3YR
4	Lenovo	12E30000US	Lenovo ThinkCentre M70q Gen4 - tiny - Core i7 13700T 1.4 GHz - 16 GB - SSD 512 GB - 3YR

## EXHIBIT B

### COMPENSATION FOR EQUIPMENT

The attached **Exhibit** describes Seller’s payment for Equipment. To the extent it includes expenses, profits, overhead, etc. (collectively, “**Cost Components**”), the Cost Components herein shall not be exceeded except by prior written agreement of the Authority pursuant to the terms of the Agreement.

#	Manufacturer	Mfg. Part No.	Description	Estimated Qty	Unit	Unit Cost
1	Lenovo	21HQ007TUS	Lenovo ThinkPad X1 Yoga Gen 8 - 14" - i7 1365U - Evo vPro Enterprise Platform - 32 GB RAM - 512 GB SSD - 3YR	40	EA	
2	Lenovo	21HM000SUS	Lenovo ThinkPad X1 Carbon Gen 11 - 14" - i7 1365U - Evo vPro Enterprise Platform - 32 GB RAM - 512 GB SSD - 3YR	25	EA	
3	Lenovo	11U50058US	Lenovo ThinkCentre M90q Gen 3 - tiny - Core i5 12500 3 GHz - 16 GB - SSD 512 GB - 3YR	15	EA	
4	Lenovo	12E30000US	Lenovo ThinkCentre M70q Gen4 - tiny - Core i7 13700T 1.4 GHz - 16 GB - SSD 512 GB - 3YR	40	EA	

1. In addition to the specific manufacturer Model Numbers shown above, Seller will provide to the Authority a discount of \_\_\_\_ (\_\_\_)% off of Manufacturer’s List or Catalog Price on any other related Lenovo computers, peripherals, and accessories.

2. Pricing and percentage discounts are to be fixed for the term of the Agreement, with the following exceptions;

- (a) The Authority shall be advised of, and receive benefit of, any price decrease automatically and immediately. The Seller shall provide written price reduction information within thirty (30) days of its effective date.
- (b) Any written requests for price changes based on catalog or retail price lists changes may be submitted in writing for the Authority’s consideration after 90 days after the effective date of the Agreement one time per year in any subsequent renewal year(s) thereafter. At the Authority’s sole discretion it may elect to accept or decline the request for price increases, or may terminate this Agreement.



## EXHIBIT C

### REQUIRED FEDERAL AVIATION AUTHORITY CONTRACT PROVISIONS

#### A1. ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Authority, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this Agreement for a period of not less than three years after final payment is made and all pending matters are closed.

#### A4. FAA BUY AMERICAN PREFERENCE

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the certification of compliance with FAA's Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Authority will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA's Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

#### A5. CIVIL RIGHTS - GENERAL

- Used for Contracts

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent

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<sup>1</sup> Per Executive Order 14005 "Made in America Laws" means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to "Buy America" or "Buy American," that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), 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. All AIP funded solicitations for bids, RFPs, or any work subject to Title VI; and
  2. All sponsor proposals for negotiated agreements (regardless of funding)
  3. **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, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

- A6.4.1 List of Pertinent Nondiscrimination Acts and Authorities – must include in every contract or agreement, unless the sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements.

### **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 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- 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 § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-259) (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 (42 USC § 12101, *et seq*) (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) 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 (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. 74087 (2005)];
  - 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.*).
- A6.4.2 Clauses for Compliance with Nondiscrimination Requirements – Must include in:
    1. All contracts (unless the Authority and FAA agree the contract is not subject to the Nondiscrimination Acts and Authorities);
    2. All service contracts with utilities that are not already subject to nondiscrimination requirements; and
    3. Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

**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, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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.

## **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 §§ 7401-7671q) 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 exceed \$150,000.

## **A11. DEBARMENT AND SUSPENSION**

### **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:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. 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.

**DEBARMENT AND SUSPENSION CERTIFICATE for Bidder/Offeror/Consultant to submit separately**

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.

**A13. DISTRACTED DRIVING**

**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Authority encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

**A14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and *Subcontractor* agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].\*

\*- Covered telecommunications equipment is equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of either).

**A17. FEDERAL FAIR STANDARDS ACT (FEDERAL MINIMUM WAGE) REQUIREMENTS**

**Required for All Solicitations of Contracts with entities** having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

**FOR SOLICITATIONS:**

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

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, 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 to the referenced statute or regulation. 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**

**REQUIRED TO USE THIS LANGUAGE**

**REQUIRED TO PUT INTO SOLICITATIONS FOR CONTRACTS OVER \$100,000 AND THE CONTRACT**

**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.

- (3) 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

##### **Required for All Solicitations of Contracts and resulting Contracts and Subcontracts. 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. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer 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 (29 CFR Part 1910). The employer 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.

#### **A24. TAX DELINQUENCY AND FELONY CONVICTIONS**

**Required for All Contracts and Subcontracts** with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

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

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

#### **Certifications**

- 1) The applicant represents that it is ( ✓ ) is not ( ✓ ) a corporation (or other business entity or individual) that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a

timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- 1) The applicant represents that it is ( ✓ ) is not ( ✓ ) is not a corporation (or other business entity or individual) that was convicted of a criminal violation under any Federal law within the preceding 24 months.

### Note

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

### Term Definitions

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

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

## 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 CAUSE (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

## **A26. TRADE RESTRICTION CERTIFICATIONS**

### **Required for All Solicitations and Contracts Using AIP funds.**

#### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **A28. DOMESTIC PREFERENCES FOR PROCUREMENTS**

### **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MWSB COMPLIANCE FORMS – FOR USE AFER CONTRACT AWARD**

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

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

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

**Form Name:** Schedule of Subcontractor (Final)

**For Use:** List all subcontractors, subconsultants, and suppliers used to meet the MWSB/DBE goal (after contract has been signed by RDUAA and Prime Contractor)

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

**Form Name:** Monthly Payment Summary

**For Use:** List all subcontractors, subconsultants, and suppliers paid during the period

**Instructions:** List all subcontractors, subconsultants, and suppliers **paid** during the period. **Do not list amounts invoiced during the period.**

**Form Name:** MWSB Affidavit of Final Payment

**For Use:** Submitted as a part of contract close-out documentation; verifies payment of all MWSB/DBE subcontractors/suppliers

**Instructions:** Complete form for each MWSB/DBE subcontractors/suppliers. Must be signed by both MWSB/DBE subcontractors/suppliers and Prime contractor

**Form Name:** Request to Change Schedule of Subcontractors

**For Use:** Must be submitted prior to replacement of MWSB/DBE firms in a contract

**Instructions:** Complete form for each MWSB/DBE subcontractors/suppliers. Requires good faith effort documentation and RDUAA approval.



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

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

**Instructions:**

As part of the procedures for the submission of proposals, all bidders/contractors are required to identify MWSB subcontractors/suppliers and service providers identified at of time of the bid, using the attached forms. The Authority must verify the certification status for all MWSBs proposed for utilization on this project. Each contractor/supplier listed on this sheet must have a corresponding "MWSB Certification Status" form (Appendix 1B). Attach additional sheets as necessary. NOTE: If contract is sole source and/or direct purchase, please enter the dollar amount of work and proceed to the Contractor's Certification, then sign and date this form.

Name of Subcontractor (incl. service providers and associated equipment/ supplies)	Certification Status (check applicable status) <sup>1</sup>					Description of Subcontract or Service to be Performed	Dollar Amount of MWSB Participation	% of MWSB Participation
	DBE (MB)	DBE (WB)	HUB (MB)	HUB (WB)	Other			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Name of Supplier (Materials/ Equipment Supplier Only)	Certification Status (check applicable status) <sup>1</sup>					Description of Equipment or Materials Supplied	Dollar Amount of MWSB Participation	% of MWSB Participation (60% of dollar value)
	DBE (MB)	DBE (WB)	HUB (MB)	HUB (WB)	Other			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Dollar Amount of Work to be Completed by MWSB Subcontractors or Service Providers							\$	
Dollar Amount of Supplies Provided by MWSB Suppliers							\$	
Total Amount of Bid/Proposal							\$	

**Prime Contractor's Certification**

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

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

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

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



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

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

**Instructions:**

As part of the procedures for the submission of bids/ proposals, each subcontractor/supplier listed in the Schedule of MWSB/DBE Subcontractors (Appendix 1A) must have a corresponding listing on this form. Note that in order to be counted towards MWSB participation; a firm must be a small business as defined by the Small Business Administration (SBA)<sup>1</sup>. As indicated, DBE, SBA 8(a) and SWBE<sup>2</sup> certifications do not require size verification. All other certifications require business size verification prior to bid opening. Submit Business Size Verification to the Authority's Small Business Program Office. Attach additional sheets as necessary.

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

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

**Prime Contractor's Certification**

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

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

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

<sup>1</sup> Contractors on projects for the erection, construction, alteration or repair of buildings are excluded from size standard requirements.  
<sup>2</sup> Disadvantaged Business Enterprise (NCDOT DBE); Small Business Administration: SBA 8(a) Business Development Certification (SBA 8(a)); Women's Business Enterprise National Council: Small Women Business Enterprise (SWBE)



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

Representative:

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

\*MB – Minority-Owned Business

\*WB – Women-Owned Business

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

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





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

Yes  No

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

\_\_\_\_\_ Title



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

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

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

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

In making this certification, the Proposer states the following:

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

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

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

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

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



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

Appendix 4

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

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

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

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

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

**Subcontractor:**

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

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

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

**Prime Contractor Certification**

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

**Prime Contractor:**

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

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



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

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

(To Be Completed By Each MWSB Supplier)

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

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

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

1. Goods/ Equipment Supplied\*: \_\_\_\_\_
2. Price: \$ \_\_\_\_\_
3. Projected Commencement Date: \_\_\_\_\_
4. Projected Completion Date: \_\_\_\_\_

\* A contractor may count 60% of its expenditures to MWSB suppliers.

**Supplier:**

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

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

**Prime Contractor Certification**

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

**Prime Contractor:**

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

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