



Raleigh-Durham Airport Authority

1000 Trade Drive

PO Box 80001

RDU Airport, NC 27623

www.RDU.com

REQUEST FOR PROPOSALS (RFP)

for

**Managed Security Information & Event Management
(SIEM) Services for Existing LogRhythm SIEM**

RFP No. 554-2023-0052

**** General Provisions ****

DIRECT ALL INQUIRIES TO:

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SECTION I REQUEST FOR PROPOSALS (RFP) GENERAL INFORMATION

A. Terms and Conditions

The Services will be governed by an agreement (the “**Agreement**”), which is available as separate downloadable document **Agreement** and attached hereto this RFP.

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

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

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

B. Request for Acknowledgment

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

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

C. Definitions

1. **"Authority"** shall mean the **RALEIGH-DURHAM AIRPORT AUTHORITY**, a public body chartered by the General Assembly of North Carolina under Chapter 168 of the 1939 Session Laws, as amended.
2. **"Award"** shall mean acceptance of a particular Contractor's Bid or Proposal resulting in an Agreement.
3. **"Best and Final Offer"** or **"BAFO"** shall mean a formal document that is used to finalize negotiations with a Contractor.
4. **"Best Value Procurement"** is terminology used for the method that considers factors other than only price, such as quality and expertise, when selecting vendors or Contractors.
5. **"Contract Administrator"** shall mean the Authority representative who shall be the direct liaison between the Contractor and the Authority for this Agreement.
6. **"Contractor"** shall mean the Contractor that will provide the goods and/or professional services to the Authority.
7. **"Minority and Woman-Owned Small Business"** or **"MWSB"** is a business entity which has been certified by an approved agency as a small business, as defined by the Small Business Administration size standards found in 13 CFR Part 121, that is at least fifty-one percent (51%) owned and controlled by one or more socially and economically disadvantaged individuals, as defined in the Authority's Minority and Women-Owned Small Business Program.
8. **"Offeror"** is a company, firm, corporation, partnership, individual, etc., submitting a response to a solicitation.
9. **"Request for Proposals"** or **"RFP"** is this formal solicitation document used in negotiated procurements which seeks Proposals from responsive, responsible Contractors.
10. **"Term"** shall refer to the length of time the Agreement will be valid.
11. **"Term Contract"** is an Agreement which explicitly states a fixed duration that the contract will be in effect. The Parties are obligated to adhere to the terms and conditions within the contract until the expiration, or end date, of the contract.
12. **"Third Party"** means any person or entity other than the Authority, the Contractor, or the Contractor's authorized subcontractors and includes without limitation any governmental unit, insurance carrier, private enterprise, or individual.

D. Ethics & Objectivity

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

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

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

CERTIFICATION REGARDING LOBBYING

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

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

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

E. Public Record

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

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

SECTION II RFP General Information

A. Pre-Proposal and Questions

The Authority reserves the right to revise the schedule in its sole discretion.

1. Pre-Proposal Meeting
2. Questions

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

All answers to inquiries will be posted on the primary website referenced above. It is the responsibility of all Offerors interested in submitting responses to this RFP to

routinely check the specified websites for any revisions to this RFP, responses to questions, change of schedule, addenda, announcements and other procurement information.

Written questions concerning this RFP will be received 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 - RFP # 554-2023-0052**" as the subject for the email. The Authority will prepare responses to all written questions properly submitted and post the responses as an Addendum on the primary website referenced herein. Oral responses are not binding upon the Authority.

B. Withdrawals and Modifications

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

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

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

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

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

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

If a pre-proposal conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the Authority will be posted on the primary website

referenced herein and shall become an Addendum to this RFP. Offerors' questions posed orally at any pre-proposal conference must be reduced to writing by the Offeror and provided to the Authority's Point of Contact as directed by said Point of Contact.

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

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

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

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

D. Submittal of Proposals

Offerors will have the option of submitting proposals electronically or hard copies.

Electronic copies must be submitted via DemandStar by the due date and time specified at the following website: <https://www.demandstar.com/app/buyers/quotes/creation>.

Instructions for submitting can be found at the following link: network.demandstar.com/wp-content/uploads/2021/01/eBid-Demonstration.mp4

Hard copies, Offerors must submit sealed packages inclusive of one (1) original hardcopy complete Proposal, and one (1) bound (pending preference of requestor's needs), tabbed copy of the original complete Proposal. The original Proposal must be signed by a company

official authorized to make a legal binding offer. An electronic version on a **USB flash drive** in searchable Adobe Acrobat PDF format to the Authority Contact and an electronic redacted version must also be provided. Proposals must be received by the Due Date and Time specified and delivered to the following location:

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

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

RFP Info: Managed Services for Existing LogRhythm RFP # 554-2023-0052 Attn: Paul Brown

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

cause, late proposals will not be accepted and will be automatically disqualified from further consideration.

E. Reservation of Rights – Additional Offeror Information

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

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

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

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

F. Taxes

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

G. Rejection of Proposals and RFP Cancellation

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

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

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

- any offer is unsatisfactory as to quality or quantity, delivery, price or service offered;
- non-compliance with the requirements or intent of this solicitation;
- a lack of competitiveness;
- error(s) in specifications or indications that revision would be advantageous to the Authority;
- cancellation or other changes in the intended project, or other determination that the proposed requirement is no longer needed;
- limitation or lack of available funds;
- circumstances that prevent determination of the best offer; or
- any other determination that rejection would be in the best interest of the Authority.

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

SECTION III RESERVED

SECTION IV APPROPRIATIONS

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

SECTION V INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT

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

SECTION VI NON-EXCLUSIVENESS OF CONTRACT

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

SECTION VII FIXED PRICING

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

SECTION VIII RESERVED

SECTION IX CIVIL RIGHTS – GENERAL

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

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

SECTION X RESERVED

SECTION XI RESERVED

SECTION XII 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.