

INSTRUCTIONS TO PROPOSERS

1. Defined Terms

- 1.1 The word "Owner" shall mean and refer to the Piedmont Triad Airport Authority.
- 1.2 The word "Proposer" shall mean any individual, partnership, firm, limited liability company, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the purchase of the equipment specified.
- 1.3 The term "Successful Proposer" means the lowest, qualified, responsible, responsive Proposer to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- 1.4 The term "Contract Documents" shall mean and refer to the Invitation to Propose, Instructions to Proposers, the Proposal Form, the Contract Form, and the Specifications.
- 1.5 The term "Proposal" shall mean the written offer of the Proposers (when submitted on the approved Proposer Form) to furnish the necessary equipment in accordance with the provisions of the Specifications.
- 1.6 The word "Specifications" shall mean that part of the Contract containing the written directions and requirements for item(s) of equipment to be purchased by the Owner.

2. Qualifications of Proposers

- 2.1 To demonstrate qualifications to perform the Contract, the Successful Proposer must submit, as part of his Proposal on the prescribed form, evidence which may be required by the Owner, such as, but not limited to, organizational data and previous experience. Conditional or qualified Proposals will not be accepted.
- 2.2 Each Proposer must be properly licensed in the State of North Carolina to perform the Contract required at the time of submitting the Proposal Form.

3. **Examination of Contract Documents**

- 3.1 Before submitting a Proposal, each Proposer must examine the Contract Documents thoroughly and become familiar with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, performance of the Contract.
- 3.2 The submission of a Proposal will constitute an incontrovertible representation by the Proposer that the Proposer has complied with every requirement of this Section 3 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Contract. The Proposer will not be relieved of responsibility due to ignorance of the law.
- 3.3 The Owner shall furnish Proposers with a Proposal Form. All papers bound with or attached to the Proposal Form are necessary parts and must not be detached.
- 3.4 The specifications and other documents designated in the Proposal Form shall be considered a part of the proposal whether attached or not.
- 3.5 The Owner reserves the right to refuse to issue a Proposal Form to a prospective Proposer should such Proposer be in default for any of the following reasons:
- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited or otherwise included in the proposal as a requirement for proposing.
 - b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective Proposer.
 - c. Contractor's default under previous contracts with the Owner.

- d. Unsatisfactory work on previous contracts with the Owner.

4. **Addenda and Interpretations**

- 4.1 All addenda issued by the Owner prior to the opening of Proposals for the purpose of changing the intent of the conditions and specifications, or clarifying the meaning of same, shall be binding in the same way as if written in the conditions and specifications. All addenda are available to Proposers at the office of the Owner, and it is each Proposer's responsibility to check with the issuing office and immediately secure all addenda before submitting a Proposal. Each Proposer shall acknowledge receipt of the addenda by notation in the space provided on the Proposal Form.
- 4.2 All questions about the meaning or intent of the Contract Documents shall be submitted to Owner in writing. Replies, when considered necessary by the Owner, will be issued by Addenda, mailed or delivered to all parties recorded by Owner as having received the Contract Documents. Failure of any Proposer to receive any such Addendum or interpretation shall not relieve Proposer from any obligation under this Proposal as submitted.

Questions received less than three (3) days prior to the date of opening of Proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5. **Proposal Form and Schedules**

- 5.1 The Proposer shall submit his Proposal on the Proposal Form furnished by the Owner. All blank spaces in the Proposal Form must be correctly filled in where indicated for each and every item. Proposal Forms and Schedules must be completed in ink or by typewriter. The Proposer shall state the price both in words and numerals. In case

of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

- 5.2 Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary of the corporation. The corporate address and state of incorporation shall be shown in the space provided.
- 5.3 Proposals by partnerships must be executed in the partnership name and signed by a general partner, and the official address of the partnership must be shown in the space provided.
- 5.4 Proposals by limited liability companies must be executed in the company name by a managing agent, and the official address must be shown in the space provided.
- 5.5 Proposals by individuals must be signed by the individual owner and the terms "doing business" or "sole owner" must appear under the signature, and the individual's address must be shown in the space provided.
- 5.6 The numbers of all addenda and the date each was received shall be filled in on the Proposal Form.
- 5.7 Each Proposer is required to duly execute the various affidavits, statements and questionnaires attached to the Proposal Form.
- 5.8 All signatures must be in ink and the name of each person signing the Proposal Form must be typed or printed below the signature.

6. **Submission of Proposals**

- 6.1 Proposals shall be submitted at the time and place indicated in the Request For Proposals. No proposal will be considered unless received at the place specified in the advertisement before the time specified for opening all Proposals. Each Proposer shall present the Proposal

Form in a sealed envelope marked at the lower left-hand corner "Purchase of Airport Shuttle Bus" along with the name of the Proposer. Each Proposal Form shall be accompanied by the required documents.

- 6.2 Proposal Forms may be hand delivered to the Owner's offices at the Piedmont Triad International Airport located at 1000A Ted Johnson Parkway, Greensboro, N.C. 27409, or may be mailed to the Piedmont Triad Airport Authority, 1000A Ted Johnson Parkway, Greensboro, NC. 27409. Attention: Tom Dunlap. If the Proposal is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "Proposal Enclosed" on the face thereof. Original and one copy of the Proposal Form, Schedules and other required documents are required for submission of Proposal.
- 6.3 All Proposers must be properly licensed in the State of North Carolina to perform the Contract.
- 6.4 Proposal modifications will be accepted from the Proposers prior to opening Proposals. Modifications, in duplicate, may be telegraphic or in other written or printed form. Modifications will be read by Owner prior to formal opening of Proposals.
- 6.5 Proposals may be withdrawn by written communication with the Owner, without prejudice to the Proposer not later than the day and hour set for opening of Proposals. Any Proposal properly withdrawn will be returned unopened.
- 6.6 No Proposer shall submit more than one Proposal, and if there are reasonable grounds to believe that a Proposer is interested in more than one Proposal for the same Contract, it will cause rejection of all Proposals in which such Proposer or Proposers are believed to be interested. Any or all Proposals will be rejected if there is reason to believe that collusion exists among the Proposers and no participants in such collusion will be considered in future Proposals for the same Contract.

- 6.7 Right is reserved to the Owner to reject any or all Proposals and to waive any informality or irregularity in any Proposal received.
- 6.8 Proposals shall be considered irregular for the following reasons:
- a. If the Proposal is on a form other than the Proposal Form furnished by the Owner, or if the Proposal Form is altered, or if any part of the Proposal Form is detached.
 - b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the Proposal incomplete, indefinite, or otherwise ambiguous.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of contracts.

- 6.9 Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Proposers, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn by written request or received after the time specified for opening Proposals shall be returned to the Proposer unopened.
- 6.10 Each Proposal shall remain firm and binding for sixty days after the date Proposals are received, to allow time for the evaluation of Proposals by the Owner.

7. Award of Contract and Signing of Contract

If a Contract is to be awarded, Owner will give the Successful Proposer a Notice of Award within sixty (60) days after the day of Proposal opening.

- 7.2 The Owner reserves the right to cancel the award without liability to the Proposer at any time before a Contract has been fully executed by all parties.
- 7.3 When Owner gives a Notice of Award to the Successful Proposer, it will be accompanied by required number of unsigned counterparts of the Contract and all other required Contract Documents. Within ten (10) days following the effective date of Notice of Award, Contractor shall sign and deliver all executed counterparts of the Contract to the Owner with all other Contract Documents, including insurance certificates, attached thereto.
- 7.4 Failure on the part of the Successful Proposer to execute the Contract within the time stated will be just cause for the annulment of the award. The award may be made to the next lowest acceptable Proposer, or the purchase may be re-advertised as the Owner may elect.
- 7.5 Upon receipt of the Contract that has been executed by the Successful Proposer, the Owner shall complete the execution of the Contract in accordance with local laws or ordinances, and return the fully executed Contract to the Contractor. Delivery of the fully executed Contract to the Contractor shall constitute the Owner's approval to be bound by the Successful Proposers's proposal and the terms of the Contract.

8. **Compliance With Laws**

- 8.1 Proposers must comply with those federal and state laws, statutes, rules, and ordinances and with those regulations set out in the Contract.
- 8.2 Each Proposer shall complete, sign and include in his Proposal those certifications attached thereto. When a determination has been made to award a Contract to a specific Contractor, such Contractor shall, prior to award, after award or both, furnish such other pertinent information regarding his own policies and practices as the Owner may require.

8.3 The Owner invites and encourages participation in the procurement process by businesses owned by minorities, women and disabled persons.

END OF INSTRUCTIONS TO PROPOSERS