

**SECTION 00 1116**

**INSTRUCTIONS TO PROPOSER**

**1. PROJECT IDENTIFICATION AND DEFINITIONS**

- A. Piedmont Triad International Airport is located at 1000 A Ted Johnson Parkway Greensboro, NC 27409 and includes a parking structure, long-term lot, overflow lot, 2 employee lots, and a valet lot.
- B. Owner is:  
Piedmont Triad Airport Authority  
1000 A Ted Johnson Parkway  
Greensboro, NC 27409
- C. Owner's Consultant is:  
Walker Consultants  
13860 Ballantyne Corporate Place, Ste 140  
Charlotte, NC 28277
- D. The Project is the furnishing and installation of a new Parking Access and Revenue Control System and a Fiber-Optic and Cat6 Structured Cabling Network to replace the Owner's existing parking access and revenue control system. As used in this RFP, the term "PARCS" refers to the new system and network combined, and the term "Network" refers only to the new cabling network, unless otherwise indicated by the context in which the terms are used.
- E. All communication concerning this RFP must be communicated through the owner's Consultant. No direct communication with the Airport Authority or its employees pertaining to the RFP will be allowed. All communication shall be via email to: Geoffrey Posluszny, Walker Consultants @ [GPosluszny@WalkerConsultants.com](mailto:GPosluszny@WalkerConsultants.com).
- F. **Proposals are due by 3:00 pm, Wednesday, November 28, 2018**

**2. PROPOSAL SCHEDULE:**

- A. RFP Released: Friday, October 12, 2018
- B. Mandatory Pre-proposal Conference: Tuesday, October 23, 2018
- C. Questions Deadline: Friday, October 26, 2018
- D. Questions Answered: Tuesday, October 30, 2018
- E. Proposals Due: Wednesday, November 28, 2018

**3. DOCUMENTS**

- A. Proposal form, project Specifications, proposal tabulation price form (Appendix A), specification compliance form (Appendix B), and the form for the contract with the selected proposer are attached.
- B. Neither Owner nor Owner's Consultant assume any responsibility for errors or misinterpretations resulting from use of incomplete sets of RFP Documents.
- C. Owner and Owner's Consultant, in making copies of RFP Documents available, do so only for purpose of obtaining Proposals on Work and do not confer license or grant for any other use.

**4. EXAMINATION OF CONTRACT DOCUMENTS AND SITES**

- A. Proposers shall carefully examine contract documents and sites to obtain first-hand knowledge of existing conditions. No subsequent extras will be allowed due to any claim of lack of knowledge for conditions which can be determined by examining site and contract documents.
- B. Submission of Proposal constitute warranty that:
  - 1. Proposer and all subcontractors it intends to use have carefully and thoroughly reviewed Contract Documents and have found them complete and free from ambiguities and sufficient for purposes intended;
  - 2. Proposer and all workers, employees, and subcontractors it intends to use are skilled and experienced in type of construction represented by RFP and Contract Documents,
  - 3. Neither Proposer nor any of its employees, agents, suppliers, or subcontractors have relied on any verbal representations from Owner, Owner's Consultant, or any of their employees.
  - 4. Proposal is based solely on Contract Documents, including properly issued written Addenda, and not upon any other representation.

**5. MANDATORY PRE-PROPOSAL CONFERENCE**

- A. A mandatory pre-proposal conference to discuss the project will be held at Piedmont Triad International Airport, 1000 A Ted Johnson Parkway Greensboro, NC 27409 on Tuesday, October 23, 2018 at 9:00 am in the Stanley Frank Boardroom. We will walk the parking locations after the initial meeting, so plan to spend 3 hours onsite.
- B. The Owner reserves the right to disqualify any party that does not have an officer or representative present at the pre-proposal conference.
- C. Qualified Offerors wishing to attend the pre-proposal conference should communicate their intentions, via e-mail, by 5 pm Friday October 19, 2018, to Geoffrey Posluszny, Walker Consultants @ [GPosluszny@WalkerConsultants.com](mailto:GPosluszny@WalkerConsultants.com)
  - 1. Include the names of no more than two attendees from each company.
  - 2. Subcontractors are invited to attend the pre-proposal conference and are considered a separate company as it pertains to the attendee limit.

3. Attendees may also e-mail advance questions, which may be addressed during the pre-proposal meeting.

## **6. RESOLUTION OF DISCREPANCIES, QUESTIONS AND AMBIGUITIES**

- A. All questions about meaning or intent of RFP shall be submitted via email marked as high importance and with a read receipt requested no later than 5 pm on Friday, October 26, 2018, to Geoffrey Posluszny, Walker Consultants @ [GPosluszny@WalkerConsultants.com](mailto:GPosluszny@WalkerConsultants.com)
  1. Questions received after that date will not be answered. Only answers contained in formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
  2. Questions and their responses will be issued by Addendum and emailed to all parties that attend the mandatory Pre-Proposal Conference.
  3. Addenda will also be posted on the Owner's website [www.FlyFromPTI.com](http://www.FlyFromPTI.com) by 5 pm on Tuesday, October 30, 2018.
- B. Acknowledgement of any Addendum issued during pre-proposal period shall be included in Proposal and shall become part of the Contract Documents. In case any Proposer fails to acknowledge receipt of any such Addendum in the space provided in the Proposal Form, its proposal will, nevertheless, be construed as though the Addendum had been received and acknowledged, and submission of a proposal shall constitute acknowledgment of the receipt of same. No interpretation or correction of this RFP shall be binding unless it is stated in a written addendum.
- C. The Owner shall not be responsible for any oral representation or interpretations.

## **7. PRICE BASIS FOR PROPOSALS**

- A. The price form must be completed and submitted with proposal.
- B. Entire Proposal shall be without interlineation, alteration, or erasure.

## **8. DISADVANTAGED BUSINESS ENTERPRISES**

- A. The Piedmont Triad Airport Authority, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Proposers that it will affirmatively ensure that, in any contract entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full and fair opportunity to submit their responses to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **9. INDEMNITY AND INSURANCE REQUIREMENTS**

Indemnity and insurance requirements are set forth in the form contract provided with this RFP.

Prior to commencing Work, the Contractor shall deliver a Certificate of Insurance evidencing the required coverage.

#### **10. PREPARATION OF PROPOSALS**

- A. Proposers must mail, or hand deliver one original and four hard copies of their proposals, plus one electronic version on USB drive prior to 3 pm Wednesday, November 28, 2018 to:

Tom Dunlap  
Director of Parking and Ground Transportation  
1000 A Ted Johnson Parkway  
Greensboro, NC 27409

Proposals that are received by the Owner after that date and time will not be considered, even if posted in the mail or deposited with a carrier for delivery prior to that date and time. Proposals should be enclosed in a sealed envelope marked "PARCS PROPOSAL."

- B. Send the electronic version by that date and time via email marked as high importance and with a read receipt requested to Geoffrey Posluszny, Walker Consultants @ [GPosluszny@WalkerConsultants.com](mailto:GPosluszny@WalkerConsultants.com)
- C. Proposals must be made in form given in these RFP documents and should include a fully completed Appendix A, Appendix B, and all required submittals. No oral, telephonic, or telegraphic Proposals will be considered. Proposer must sign proposal giving full name and business address. State whether Proposer is individual, partnership, LLC, or corporation.
1. Proposals by corporations shall be executed in corporate name by president, vice-president or other corporate officer and corporate seal shall be affixed and attested by secretary or assistant secretary. The state of incorporation shall be shown below signature.
  2. Proposals submitted by limited liability companies (LLCs) must be signed by a manager or other authorized officer. The state in which the LLC is organized must appear below the signature.
  3. Proposals by partnerships shall be executed in partnership name and signed by a general partner.
  4. Proposals not signed by individuals making them shall have attached thereto power of attorney evidencing authority to sign Proposal in name of person for whom it is signed.
  5. All names must be typed or printed legibly below signature.

#### **11. SUBCONTRACTOR LISTING**

- A. If Owner or Owner's Consultant, after due investigation, has reasonable objection to any proposed subcontractor, other person, or organization, either may request apparent successful proposer to submit acceptable substitute before giving notice of award.
- B. No Contractor will be required to employ any Subcontractor, other person, or organization against whom it has reasonable objection.

**12. GOVERNING LAWS AND REGULATIONS**

- A. Each proposer agrees that it shall not discriminate on the basis of race, gender, religion, national origin, age, or disability in the solicitation, selection, hiring, or treatment of employees, subcontractors, vendors, or suppliers in connection with its proposal or any resulting agreement, nor shall the proposer retaliate against any person or entity for reporting instances of such discrimination.
- B. In submitting its Proposal, Proposer declares that the only person or persons interested in the Proposal as principal or principals is or are named in the proposal and that no person other than therein mentioned has any interest in the Proposal or in the PARCS and Network Installation Purchase Agreement that would be entered into with the Owner if the Proposal is accepted; that the Proposal is made without connection with any other person, company or parties making a Proposal; and that it is in all respects presented in good faith without collusion or fraud. Proposer represents to the Owner that no director, officer, employee, or agent of the Owner currently has any interest, either directly or indirectly, in the business of the Proposer.

**13. DISQUALIFICATION OF PROPOSERS**

- A. In evaluating Proposals and prior to award of contract, Owner shall consider qualifications of Proposers, and whether Proposals comply with prescribed requirements.
- B. Owner or Owner's Consultant may conduct such investigations as it deems necessary to assist in evaluation of any Proposal and to establish responsibility, qualifications and financial ability of Proposers, proposed subcontractors and other persons and organizations to do work in accordance with Contract Documents to Owner's satisfaction within prescribed time.
- C. Owner reserves right to reject any Proposal that does not pass any such evaluation to Owner's satisfaction.

**14. EVALUATION CRITERIA**

- A. An evaluation committee comprised of representatives from three different Owner departments: Parking, Administration, and Information Technology; will evaluate all timely-received proposals. All proposals will first be evaluated for responsiveness, then responsibility. All responsive and responsible proposals will be evaluated on the following criteria:
  - 1. Proposed PARCS Solutions and Timeline
  - 2. Experience and Qualifications of Manufacturer
  - 3. Experience and Qualifications of Installer/Distributor
  - 4. Proposed cost of system including initial purchase price and future cost of maintenance
  - 5. Maintenance Support and On-Demand Services
- B. The Owner may shortlist the proposers based upon responses to the above items. The Owner will notify each Proposer on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Proposers to respond to questions posed by the Evaluation

Committee and to clarify their proposals through exhibition and discussion. The Owner will not reimburse for oral presentation or any other costs of any Proposer.

- C. The award will be made to the Proposer that submits the best overall proposal as determined by the Owner based on the foregoing criteria.

**15. TRADE SECRETS/CONFIDENTIALITY**

- A. Upon receipt by Owner, proposals are considered to be a public record except for material that a proposer identifies as confidential in the manner described below and that qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et seq., and except for material that is otherwise protected from disclosure under the North Carolina Public Records Act (N.C. Gen. Stat. Chapter 132). With the foregoing exceptions, upon the award of a contract, the contents of each proposal shall be subject to the right of the public to inspect and to obtain copies of such material under such Act whether or not the proposal has been accepted by the Owner.
- B. To properly designate trade secret material as being confidential, proposers should submit such material in a separate, sealed envelope, marked "Trade Secret--Confidential and Proprietary Information--Do Not Disclose Except for the Purpose of Evaluating this Proposal," and should stamp the same trade secret/confidentiality designation on each page of the trade secret materials contained in the envelope.
- C. In submitting a proposal, each proposer agrees that the Owner may reveal any trade secret materials contained in such response to all of the Owner's staff and officials of the Owner who are involved in the selection process, and to the Owner's consultant and any third parties who are hired or appointed by the Owner to assist in the evaluation process.
- D. Each proposer agrees to indemnify and hold harmless the Owner and each of its officers, employees, and agents from all liability, damages and expenses, including reasonable attorneys' fees, incurred by any of them in connection with the Owner's refusal to disclose any material that the proposer has designated as a trade secret. A proposer's pricing shall not be considered a trade secret and shall be subject to public disclosure upon the presentation of a contract for consideration by the Owner's Board of Directors.
- E. Any Proposer that claims trade secret or confidentiality protection for its entire Proposal will be disqualified.

**16. AWARD OF CONTRACT**

- A. Owner reserves the right to reject all Proposals, to waive all informalities and to negotiate contract terms with successful Proposer, and right to disregard all nonconforming, nonresponsive, or conditional Proposals and to make award in any manner deemed in best interest of Owner.
- B. If contract is to be awarded it will be awarded to Proposer whose Proposal and products indicate to Owner that award will be in best interests of the project.

- C. The Owner's governing board shall make the final decision as to whether and to whom a contract shall be awarded. No contract shall be binding on the Owner until it has been approved by the governing board and signed by the Owner and the successful proposer.

**END OF SECTION**

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