

REQUEST FOR QUALIFICATIONS

**For a Consultant to assist the
Federal Aviation Administration
in preparing an
Environmental Impact Statement
for various Airfield Improvement Projects
at Raleigh-Durham International Airport
Raleigh, North Carolina**

March 1, 2018

1. INTRODUCTION

The United States Federal Aviation Administration (FAA), in consultation with the Raleigh-Durham Airport Authority (“Airport Authority”), are seeking Statements of Qualifications from professional consulting firms to assist in preparing an Environmental Impact Statement (EIS) at the Raleigh-Durham International Airport (RDU) in North Carolina. The Airport Authority, as the sponsor for RDU, will be seeking federal funding for preparation of the EIS and for the overall Airfield Program as depicted on the Airport Layout Plan (ALP), which was conditionally approved by the FAA on November 20, 2017.

The Airfield Program may include, but not be limited to, the following components: (1) shifting of the existing Runway 5L/23R approximately 537.5 feet to the northwest and constructing a new runway and parallel taxiway system (i.e., Taxiway B) at a length of up to 11,500 feet, which also includes the relocation of Lumley Road; (2) extending Runway 5R/23L approximately 1,500 feet; (3) rehabilitating Runway 5R/23L; and 4) resolving the “Hot Spot” at the intersection of Runway 5R/23L and Taxiway C.

The Airfield Program will be funded in part under the Federal Airport Improvement Program. The FAA cannot approve or fund the proposed projects until after it completes the EIS.

The FAA is the lead federal agency for preparing an EIS in accordance with the requirements of the National Environmental Policy Act (42 U.S.C. 4321 et. seq.), the Council on Environmental Quality (CEQ) regulations (40 C.F.R. Parts 1500-1508), and appropriate U.S. Department of Transportation and FAA environmental orders, regulations and guidance documents.

The purpose of this RFQ is to select a Consultant (including any sub-consultants) to assist the FAA in preparing an EIS to assess and disclose the potential environmental impacts of the Airfield Program and reasonable alternatives in a manner that complies with all applicable federal, state and local environmental laws and regulations, including, but not limited to, FAA Advisory Circular 150/5100-14D, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects. The Consultant will also assist the FAA in completing all independent obligations required by Section 106 of the National Historic Preservation Act, 54 U.S.C. § 300101 et seq., and Section 4(f) of the U.S. Department of Transportation Act, as amended and re-codified at 49 U.S.C. § 303(c). It is the intent of the FAA to select a technically proficient Consultant that will be able to conduct the EIS process, and to assist with required agency consultations, in an efficient and cost-effective manner, while maintaining a high degree of credibility and validity in the study products.

For purposes of this RFQ, the term “Consultant” refers both to the prime Consultant and any of its sub-consultants who submit a Statement of Qualifications as a team.

2. AIRFIELD PROGRAM

A. Project Descriptions

The Airport Authority has recently updated its Airport Layout Plan (ALP), completed a long-range Master Plan (Vision 2040), and performed pavement evaluation studies. To address airfield needs, projects identified for potential inclusion within the EIS include, but shall not be limited to, the following:

- 1) **Replace Runway 5L/23R, Taxiway B and the relocation of Lumley Road**
- 2) **Extend Runway 5R/23L**
- 3) **Rehabilitate Runway 5R/23L**
- 4) **Eliminate the “Hot Spot” at the intersection of Runway 5R/23L and Taxiway C.**

B. Background Documentation

Upon request, all available electronic documentation from the Vision 2040 process will be made available to any prospective Consultant as background about the Airfield Program.

3. SCOPE OF SERVICES

The Consultant will analyze and address environmental issues that are typically associated with the planning, development and operation of the projects defined herein. The EIS is to be accomplished in accordance with FAA Orders 1050.1F, *Environmental Impacts: Policies and Procedures*, 5050.4B, *Airport Environmental Handbook*, and the applicable desk references. The Consultant will also assist the FAA in completing all independent obligations required by Section 106 of the National Historic Preservation Act, 54 U.S.C. § 300101 et seq., and Section 4(f) of the U.S. Department of Transportation Act, as amended and re-codified at 49 U.S.C. § 303(c).

The specific environmental issues in the EIS may include, but are not limited to, the impact resource categories discussed in the applicable regulations and in the *Draft Scope of Work* attached as **Appendix A** to this RFQ.

The attached Draft Scope of Work is provided to help prospective firms seeking to submit their qualifications for preparation of the EIS. Prospective Consultants may rely on the attached draft only for purposes of submitting their Statements of Qualifications and not for any other purpose.

The firm selected to prepare the EIS will develop and submit a draft Plan of Study, to include a final scope of work, for approval by the FAA.

4. PERIOD OF PERFORMANCE

The Airport Authority’s goal for the total Period of Performance from Consultant notice-to-proceed through completion of the final EIS and Record of Decision (ROD) is not to exceed two (2) years from the date the FAA issues the Notice of Intent. While it is conceivable that issues raised during the public comment process could affect the

period of performance, the FAA and the Authority will grant reasonable extensions of time for performance only for the most extraordinary circumstances. Consultants who are familiar with EISs for FAA projects may be familiar with routine extensions of time and revisions to a project schedule. It would be imprudent for any Consultant to assume that any extensions of the Period of Performance will be issued and should submit Statements of Qualifications accordingly. The Period of Performance establishes the expected outer limit for completion of the EIS/ROD. Proposers should provide an estimated project schedule as part of their submittal package. The schedule will be important and will be reviewed and evaluated based on the parameters established below in Section 8.

5. PROCUREMENT AND CONTRACTING

A. Contract Type and Administration

The Airport Authority will engage and retain the Consultant selected by the FAA for the preparation of the EIS. The FAA is responsible for final selection of the firm and will direct the preparation of the EIS. Unless otherwise directed by the FAA, any and all work performed by the Consultant and its sub-consultants in preparation of the EIS shall be submitted directly to the FAA and upon request of the FAA to the Airport Authority. This arrangement is being instituted to ensure that the technical assistance received by the FAA is developed and presented in an unbiased fashion. In no case will the Airport Authority discuss, review, modify, or edit the Consultant's work or the work of its sub-consultants without the FAA's express permission or be provided the opportunity to do so. All suggestions for modifications or changes to such sections recommended by the Airport Authority shall only be made to the FAA.

The work will be performed under a time-and-materials contract through multiple phases. The Airport Authority will administer the contract. The Airport Authority will designate an Airfield Program EIS Coordinator to facilitate the coordination effort and the exchange of information on facility planning, design, and construction of the Airfield Program, as these activities relate to the preparation of the EIS. The form contract that the Airport Authority will use is attached as **Appendix B** to this RFQ. This form of contract is being provided for informational purposes only and is subject to change to conform to the specific requirements of the EIS project. Unless otherwise explicitly stated in the Statement of Qualifications, it will be assumed that the Consultant will be willing and able to execute a contract with the Airport Authority in substantially the form attached hereto.

B. Conflicts of Interest

Firms should ensure that they are familiar with FAA regulations and policy on conflicts of interest for EIS contractors. Prior to beginning work on the EIS, the selected firm and its subcontractors must sign an "FAA Disclosure Statement", a form copy of which is attached hereto as **Appendix C**, per the requirements of 40 C.F.R. 1506.5(c) and FAA Orders 1050.1F and 5050.4B, certifying that they have no financial or other interest in the outcome of the EIS.

C. Disadvantaged Business Enterprise Program

The agreement awarded pursuant to this RFQ is subject to the requirements of 49 CFR Part 26 Participation by Disadvantaged Business Enterprises (DBE) in United States Department of Transportation (USDOT) Financial Assistance Programs. It is the policy of the USDOT and the Airport Authority that DBEs as defined in Title 49 CFR Part 26 (49 CFR Part 26) be ensured nondiscrimination in the performance of contracts and subcontracts financed in whole or in part with federal funds. To be eligible for award, each Consultant must comply with the DBE Program contained in 49 CFR Part 26. The Airport Authority and the Consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract, or in the administration of its Disadvantaged Business Enterprise Program, or in fulfilling the requirements of 49 CFR Part 26. The Airport Authority's DBE Program can be accessed at: <http://www.rdu.com/business/smallbusiness.html#dbe>. Prospective Consultants are encouraged to review 49 CFR Part 26 and the Authority's DBE Program. The Authority's DBE program goal for this assignment is a minimum of 10%.

6. SUBMITTAL REQUIREMENTS

A. Submittal Package Contents

Interested Consultants should review this section carefully because failure to comply with the requirements will be viewed as an indication of the Consultant's attentiveness to detail and to quality control. In response to this RFQ, interested Consultants shall submit six (6) hard copies and one electronic copy (thumb drive requested) of their Statements of Qualifications and Attachments to the Airport Authority at the address indicated in Section 9.

The Statement of Qualifications shall be no more than 50 pages (single or double sided), 8-1/2" x 11" sheet size, minimum 12 point font. All Statements of Qualifications shall be paper bound with tabbed dividers labeled by section to correspond with the categories of information requested (see Section 6(b) below). Tab dividers shall not be included in the page count. Faxed or emailed proposals are not allowed and will not be considered. Copies may, but are not required to be, printed double-sided. Provide a brief (maximum of 4 pages) cover letter and table of contents (not included in the page count). Attachments or indices are not included in the page count.

In addition to the Statement of Qualifications, each copy of the submittal package shall include five (5) Attachments in the following order:

- (1) *Attachment 1:* detailed resumes of all key personnel; each individual resume shall be no longer than 2 pages.
- (2) *Attachment 2:* project descriptions or profiles of projects referenced in the Statement of Qualifications. Each project profile or description shall be no longer than 1 page in length and shall specifically identify by name those individuals who were primarily responsible for the project and include

current professional references (including phone number and email address) for each project.

- (3) *Attachment 3* shall be a CD containing work from one sample project in which the prime Consultant was the project manager. This document should be reflective of the Consultant's best quality work and should be a public document such as an EIS, EA, or similar document. This *Attachment* shall be prefaced by a 1-page statement listing the personnel whose resumes appear in *Attachment 1* to the *Statement of Qualifications*, who were also substantively involved in preparation of the selected work product and their specific role in developing the work product.
- (4) *Attachment 4*: any data or information that the Consultant believes necessary to supplement the Statement of Qualifications, which shall be no longer than 10 pages in length. This *Attachment* should include any exceptions to the Airport Authority's standard contract language (which appears in **Appendix B** to this RFQ).
- (5) *Attachment 5*: executed Disclosure Statements (see section 5.B, above and **Appendix C** to this RFQ) from the prime Consultant and all subcontractors.

The combined total of *Attachments 1, 2, 4 and 5* shall be no more than 100 pages in length. There is no page limit for *Attachment 3*.

B. Contents of the *Statement of Qualifications*

The Statement of Qualifications itself must contain the following information, presented as four sections, in the following order:

1. Project Team

This section shall identify the individual and Consultant team members of the project team and describe the project management organization. It shall include an organizational chart for the team with clear lines of authority between the Project Manager and Key Team Members. For each individual identified in this section, provide the location where the individual will be physically based for the duration of the project.

2. Project Leadership

This section shall identify and describe the availability and expertise of an experienced Project Manager who would be assigned to and committed to the project as a first priority for the duration of the EIS. It shall describe the Project Manager's management approach, and provide documentation demonstrating previous performance and experience regarding his or her adherence to project scope, timelines, budget, direction and flexibility to changed circumstances. The Project Manager must have previous experience managing an EIS for an airport. This section should also state the percent of the Project Manager's time that the Consultant commits will be devoted to this EIS

and indicate whether and how that percentage might change over the course of the EIS. The statements on the availability of the Project Manager will be treated as material elements of the contract.

This section should also indicate the present workload of the Project Manager and other Key Team Members in order to demonstrate their ability to devote sufficient time availability for and commitment to the Airfield Program EIS. It should demonstrate an ability and commitment to undertake this work immediately and to dedicate the necessary personnel and resources to the program to complete the EIS within two (2) years. Include documentation of the Key Team Members' history of adherence to timelines and schedule constraints, while maintaining a high standard of quality.

3. Experience

This section shall describe the experience of ALL firms that constitute the Consultant team and the Key Team Members (including the Project Manager) who have been identified in Section 1. It shall describe experience that this team has working together on other projects. However, recognizing that professionals change their firm affiliation during their careers, the experience of the individual Key Team Members is far more important than any of the firms' collective experience. If any description of a Key Team Member's experience comes from work at a prior firm, that firm should be clearly identified.

Provide a brief description of relevant environmental studies performed within the last 10 years of a similar nature and explain the specific level of involvement for the firm and each Key Team Member. For each Key Team Member include relevant airport environmental experience, abilities in addressing controversial public issues, experience and expertise related to applicable technical disciplines, demonstrated writing skills, experience with NEPA and other applicable regulatory or interagency coordination and/or consultation that will be important to consider for this EIS. The description shall address at least the following areas of expertise:

- i. Experience in the preparation of EISs or EAs for airports and/or other transportation related projects;
- ii. Experience in preparing FAA NEPA documentation for runway replacement, runway reconstruction and/or runway extension projects;
- iii. Experience working in a cooperative manner with FAA;
- iv. Experience addressing the cumulative impacts of connected and unconnected actions which themselves may be subject to independent environmental review under NEPA;
- v. Experience with noise modeling and experience

addressing noise impacts on undeveloped property or parklands;

- vi. Experience addressing issues of induced growth in FAA NEPA documentation;
- vii. Experience with applicable local resource agencies;
- viii. Experience using techniques to expedite preparation of FAA NEPA documentation;

The material that appears in *Attachment 2* to the Statement of Qualifications need not be repeated in this section. Professional references (including telephone numbers and email addresses) for each of the Key Team Members described in this section should be included in this section only if not included in *Attachment 2*.

4. Project Understanding and Approach

This section shall describe the Consultant's understanding of the Airfield Program and the key issues that the Consultant believes are likely to arise in preparation of the EIS. This section should describe at least two unique issues that the Consultant believes will arise in preparation of the EIS and will make this EIS unlike those which the Consultant may have prepared in the past. (There is no need in this section to repeat any factual information which appears in this RFQ or in the documents identified in Section 3 of this RFQ.) Creative, probing and innovative responses, suggestions, and approaches are encouraged.

This section shall also describe the project management organization (e.g., an organizational chart) and proposed approach to maintain the EIS quality and schedule. It shall indicate the process that will be implemented to maintain awareness and interaction of the project team. This section should build upon the understanding of the Airfield Program and its environmental issues, along with a thorough understanding of the environmental approval process. This section shall identify methodologies and approaches that the Consultant proposes to use to analyze and resolve environmental issues, scoping, work products, EIS schedule, EIS public hearing(s), responsibilities of each of the proposed staff/team members and sub-consultants, and the proposed process for coordinating with the FAA, the Airport Authority, and other consultants' work efforts. The section should focus especially on management, technical tools available to the Consultant, and coordination methodology. The Consultant should explain how its approach to preparation of the EIS would expedite the completion of the EIS.

5. References

This section shall provide a total of five (5) references of similar projects, or more if necessary to provide at least 1 reference for each Key Team Member. References from FAA-funded projects are preferred. For each reference include contact name, title, airport name and location, mailing address, phone number, fax number and e-mail address.

6. Quality Assurance / Quality Control

This section shall describe quality assurance and quality control procedures. The response must demonstrate experience in successfully implementing quality control programs on comparable projects.

7. DBE Participation

This section shall identify and describe any Disadvantaged Business Enterprise (DBE) firms on the team, their roles, and anticipated DBE participation for the Runway Program.

7. PRE-SUBMITTAL CONFERENCE/ QUESTIONS ABOUT THIS RFQ

A pre-submittal conference for this contract will be held on March 29, 2018 at 10:00 a.m. in the Airport Authority Office (see the address in Section 9 below). At this meeting, Airport Authority staff will be available to discuss the scope of work and general contract issues and will respond to questions submitted by the attendees. A transcript or minutes of the conference will be made and will be made available to attendees. Attendance at the pre-submittal conference by at least one representative of the prime Consultant is strongly encouraged but not mandatory. Any Consultant that intends to respond to this RFQ but does not attend the pre-submittal conference must notify the Airport Authority of its intent to submit a Statement of Qualifications no later than March 23, 2018 at 4:00 p.m. The notification should be accomplished by submitting the Confirmation of Receipt form provided in **Appendix D** to this RFQ pursuant to the contact information listed on the bottom of that form. Failure to notify the Airport Authority by this date of an intent to submit will mean that a firm will not receive the transcript of the pre-submittal conference or other notifications related to this RFQ.

Other than at the pre-submittal conference, no interpretation or clarification regarding this RFQ will be made verbally to any firm. Answers to any questions posed in writing to the Airport Authority no later than March 23, 2018 at 4:00.m. will be provided during the pre-submittal conference. Written questions shall be directed by mail or email to the Airport Authority contact listed in Section 9. The FAA and Airport Authority will endeavor to respond to all questions as quickly as practical and will transmit answers to all firms who attended the pre-submittal conference or who have timely submitted the form at **Appendix D** of this RFQ. No responses will be provided to oral questions (except at the pre-submittal conference) or to written questions submitted after March 23, 2018 at 4:00 p.m.

8. EVALUATION AND SELECTION PROCESS

The Airport Authority responsibilities with regard to the submittals will be limited to the receipt, review and short-list ranking of qualified Consultants. After establishing the short-list the Airport Authority will submit said list to the FAA for further evaluation. The FAA will then independently evaluate, formally interview and rank the consultants based on the criteria defined herein.

Short-listed firms will be required to conduct in-person presentations and will be interviewed by the FAA at a location and date to be determined.

The presentations will consist of the following approximate time frames: 1) 10 minute introduction; 2) 60-minute formal presentation; 3) 30 minute question and answer session. The set of interview questions and target answers will be developed for the interviews based upon (but necessarily will not address all of) the evaluation criteria set forth in the table below.

Following the interviews, the FAA will consider the recommendations of the Airport Authority. The FAA will be solely responsible for selecting the Consultant based upon the evaluation criteria contained herein and the results of the presentations.

The Airport Authority will then negotiate a contract with the selected Consultant, which negotiations shall be conducted in accordance with FAA Advisory Circular 150/5100-14E. At that time, the Airport Authority may require additional information from the Consultant, including, but not limited to, financial and insurance information. The object of such negotiations will be to reach agreement on a contract containing terms that are believed to be fair and reasonable to the Airport Authority. In order to simplify such negotiations, each prospective Consultant must identify in Attachment 4 to its Statements of Qualification any objections which it would raise to the standard Airport Authority contract, attached to this RFQ as **Appendix B**. If a contract cannot be negotiated with the selected Consultant, the negotiations may be terminated and similar negotiations begun with the next most qualified Consultant.

Under direction of the FAA, the Consultant will develop and submit a Plan of Study as indicated in Section 3 above. For detail on how the Plan of Study would be prepared, see the draft scope of work at **Appendix A** to this RFQ.

Evaluation Criteria

Criteria	Considerations	Weighting Factor	Raw Score	Weighted Overall Score
Project Leadership	Project Manager: <ul style="list-style-type: none"> - experience, availability, location - management approach - demonstrated adherence to timelines, budget, direction and flexibility to changed circumstances on similar project Key Team Members: <ul style="list-style-type: none"> - experience, availability, location - demonstrated adherence to timelines 	5	(0-5)	(Max 25)

Criteria	Considerations	Weighting Factor	Raw Score	Weighted Overall Score
Project Team Experience	Experience that this team has working together on other projects Experience of firms and Key Team Members with: <ul style="list-style-type: none"> - substantially similar projects, in particular FAA and airport projects - projects involving applicable local resource agencies - experience with techniques to expedite the preparation of FAA NEPA documents - completing projects on schedule 	5	(0-5)	(Max 25)
Project Understanding and Approach	Demonstrated understanding of proposed project and unique issues Creative approach and recommendations on scope and schedule Use of innovative or supplemental methodologies, technologies and metrics Approach to and strategies for effective streamlining and schedule adherence	5	(0-5)	(Max 25)
References	Input provided by listed references with regard to Project Manager and other Key Team Members	2	(0-5)	(Max 10)
QA/QC	Standard QA and QC procedures Experience in successfully implementing QC programs on comparable projects	2	(0-5)	(Max 10)
DBE participation	Roles and participation of MWSB team members	1	(0-5)	(Max 5)
Raw Scoring: 5 – Outstanding 4 – Very Good 3 – Satisfactory 2 – Barely Acceptable 1 – Inadequate 0 – Unsatisfactory		Score:		(Max: 100)

9. SCHEDULE AND SOLICITATION POINT OF CONTACT

Six (6) hard copies and one (1) electronic copy of the Statement of Qualifications and Attachments must be received by the Airport Authority by 4:00 pm. April 27, 2018. Late submissions, and submissions that do not comply with the technical requirements set forth in the RFQ, regardless of the reason, will be deemed nonresponsive.

The schedule for the selection process is as follows:

March 1, 2018	Request for Qualifications advertised
March 23, 2018	Deadline for Submission of Questions
March 29, 2018	Pre-Proposal Conference
April 27, 2018	Statements of Qualification due to RDUAA
On or before June	RDUAA develops pre-selection short list and Notifies Selected

1, 2018	Firms for an interview.
TBD	Selection Committee holds interviews
TBD	Selected Firm is Notified

For questions regarding the submission process only, you may contact Mr. William C. Sandifer, Senior Vice President & Chief Operating Officer, at bill.sandifer@rdu.com

Delivery and mailing instructions for the submittals are as follows:

If hand delivered or sent by U.S. Mail/FedEx:

William C. Sandifer, A.A.E.
Senior Vice President & Chief Operating Officer
Raleigh-Durham International Airport
RDU Center
1000 Trade Drive, P.O. Box 80001
RDU Airport, NC 27623

If sent by UPS:

William C. Sandifer, A.A.E.
Senior Vice President & Chief Operating Officer
Raleigh-Durham International Airport
RDU Center
1000 Trade Drive
Morrisville, NC 27560

10. AIP PARTICIPATION IN PROJECT FUNDING

It is the Airport Authority’s intent to seek reimbursement through AIP grants for this proposed project. Consultant selection will be based on the criteria in Section 8 of this RFQ and in accordance with AC 150/5100-14 (latest issue), Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects. It is expected that the successful Consultant will have full knowledge of applicable advisory circulars and FAA requirements for Environmental Impact Statements.

11. GENERAL INFORMATION

A. Cost / Fee Proposal

A cost or fee proposal is expressly excluded from this RFQ.

B. No obligation

This RFQ does not obligate the FAA or the Airport Authority to award the contract to any Consultant or to pay any cost incurred in the proposal process or in the preparation of qualification submittals in response to this RFQ. Expenses associated with preparation of the Statements of Qualifications and travel for interviews will be solely the

responsibility of the Consultant.

C. Reservation of Rights

The Airport Authority reserves the following rights, which may be exercised at the Airport Authority's sole discretion:

1. To supplement, amend, substitute, withdraw or otherwise modify this RFQ at any time;
2. To require a Consultant to supplement, clarify or provide additional information in order for the Airport Authority to evaluate its Statement of Qualifications;
3. To conduct investigations with respect to the qualifications and experience of each Consultant;
4. To waive any defect or irregularity in any Statement of Qualification received;
5. To award all, none, or any part of the scope of work set forth in this RFQ that is in the best interest of the FAA or the Airport Authority with or without re-solicitation;
6. To discuss and negotiate with the selected Consultant any terms and conditions including but not limited to financial terms;
7. To reject any or all submittals; and
8. To re-advertise for Statements of Qualifications using this RFQ or a different RFQ or solicitation.

D. Representations and Warranties

The Statement of Qualifications and other requested information must be completed, in its entirety, to the best of the Consultant's ability and the Consultant must represent and warrant that all information contained therein is true and correct to the best of the Consultant's knowledge.

E. No Contact

Following the release of this RFQ until the announcement of the selected Consultant no representative or agent of any prospective Consultant may contact any FAA or Airport Authority staff or consultants, either directly or indirectly regarding this RFQ or the Airfield Program except as follows: (1) any questions may be posed in writing, directed to the Airport Authority contact listed in Section 9 above; and (2) oral questions may be posed at the pre-submittal conference. The Airport Authority will coordinate responses with the FAA as appropriate. All responses will be provided to all firms who are interested in this RFQ via email. Any communication, or attempted communication, with any person other than as designated above, shall be grounds for disqualification of a potential Consultant. After the selection is finalized and the announcement is made, unsuccessful Consultants may request feedback on the written proposal and interview.

F. Right to Investigate

By submission of a Statement of Qualifications, the Consultant must acknowledge that

representatives of the FAA and the Airport Authority have the right to make any inquiry or investigation they deem appropriate to substantiate or supplement information contained in the Statement of Qualifications and *Attachments* thereto and the Consultant must authorize, in writing the release to the Airport Authority of any and all information sought in such inquiry or investigation.

G. Confidentiality

All Statements of Qualifications submitted in response to this RFQ are subject to disclosure as public records under North Carolina public records law unless and to the extent disclosure is prohibited by one or more of the statutory exceptions set forth in N.C.G. S. Chapter 132 and N.C.G.S. 66-152 et seq. (governs trade secrets). Where information contained in the Statement of Qualifications is marked confidential or proprietary as a trade secret, the firm agrees to indemnify and hold harmless the Airport Authority and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material which firm has designated as a trade secret.

H. Approval by Airport Authority Board

The Airport Authority staff will provide the Raleigh-Durham Airport Authority Board (“RDUAA Board”) with the recommendation for the award of a contract to the Consultant selected by the FAA. The RDUAA Board may, in its sole and absolute discretion, accept or reject the recommendation of the Airport Authority staff. The Airport Authority will have no obligations under any contract resulting from this RFQ until the RDUAA Board has formally approved the award of the contract to the selected Consultant and the contract has been fully executed by both parties.

APPENDIX A

DRAFT SCOPE OF WORK

Environmental Impact Statement

Airfield Program

The EIS shall be prepared in accordance with FAA Orders 1050.1F, Environmental Impacts: Policies and Procedures and 5050.4B, National Environmental Policy Act (NEPA) Implementing Instructions for Airport Actions. Specific environmental issues in the EIS may include, but are not limited to:

- Air Quality
- Biological Resources
- Climate
- Coastal Resources
- DOT Act Section 4(f)
- Farmlands
- Hazardous Materials, Solid Waste, and Pollution Prevention
- Historical, Architectural, Archeological and Cultural Resources
- Land use
- Natural Resources and Energy Supply
- Noise and Noise Compatible Land use
- Socioeconomics
- Environmental Justice
- Children's Environmental Health and Safety Risks
- Light Emissions
- Visual Resources/Visual Character
- Wetlands
- Floodplains
- Surface Waters
- Groundwater
- Wild and Scenic Rivers

The firm selected to assist the FAA in preparation of the EIS will develop and submit a Plan of Study that will include detailed descriptions of all work to be performed, the methodologies proposed to perform the work, the name and qualifications of the person performing each aspect of the work, estimated person-hours required for completion of each aspect, the schedule for performing each aspect, and a description of the internal and external review procedures to assure quality control.

The Plan of Study will include a provision for a thorough literature search and bibliography of references and methodologies to be used in the acquisition of the environmental data and analyses and the development and preparation of the EIS. Use of the appropriate model (e.g., SIMMOD, TAAM, or AirTop) will be approved by FAA. ATC coordination to review the model will be conducted using FAA-directed processes.

The Plan of Study is subject to FAA approval and must comply with all applicable regulations and FAA orders governing the preparation of EISs and must include such additional analytical requirements as provided by the FAA prior to completion.

The selected firm must submit all work product in printed format and searchable .pdf files along with its components such as data files, text files, image files, spreadsheets, graphs, and tables (Deliverables). The Deliverables, where applicable, will be compatible with and incorporated into the Airports Geographic Information System (AGIS) per FAA standards. The selected firm will be responsible for managing the administrative project file and, upon completion of the EIS, will be responsible for submitting a completed administrative record for the project to the FAA, in accordance with FAA policy and guidance.

APPENDIX B
Standard Form Agreement
Raleigh-Durham Airport Authority Contract

MASTER CONSULTING SERVICES AGREEMENT
BETWEEN
THE RALEIGH-DURHAM AIRPORT AUTHORITY
AND

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, 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 Public-Local Laws, as amended, whose address is 1000 Trade Drive, Post Office Box 80001, RDU Airport, North Carolina 27623, (the "Authority"), and _____, a (*insert corporate form*), authorized and existing under the laws of the State of _____, whose address is _____ (the "Consultant").

WITNESSETH:

WHEREAS, the Authority desires to obtain the professional consulting services of the Consultant in connection with the preparation of an Environmental Impact Statement for various airfield projects at the Raleigh-Durham International Airport (the "Airport"); and

WHEREAS, the Authority desires to enter into a non-exclusive agreement with Consultant governing tasks to be performed by Consultant in connection with the various projects described above; and

WHEREAS, the Authority, in its sole discretion, shall assign to Consultant tasks to be performed in connection with the various projects described above, and enter into separate task orders with Consultant for each such task; and

WHEREAS, the Consultant has represented to the Authority that it is experienced, qualified, and capable of providing such services in a competent and professional manner; and

WHEREAS, the Authority desires to employ the Consultant to provide such services.

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

I. SCOPE OF SERVICES

Consultant agrees that it will perform certain professional consulting services (“the Services”) set out in one or more task orders to be issued by the Authority and accepted by Consultant (each, a “Task Order”). Each Task Order shall authorize the Consultant to proceed with the specific Services set out in that Task Order. For every Task Order, such Services shall include the creation of electronic and hard-copy file documents to meet the Authority’s standards and requirements. The Consultant shall diligently perform all work assignments in an economical, expeditious, and professional manner.

II. COMPENSATION AND PAYMENTS

Subject to the limitations set forth in this Agreement, the Authority shall compensate and make payments to the Consultant as specified and described in each Task Order. The hourly rates, overhead, profit, and expenses identified in **Attachment 1** attached hereto and incorporated herein shall apply to all Task Orders assigned to the Consultant hereunder, and Consultant shall charge the Authority at the rates and expenses set forth therein. The form of Task Order is identified as **Attachment 2** attached to this Agreement and includes other relevant requirements for the performance of the assigned task services and deliverables

(a) Time and Manner of Payment. The Authority shall make payment of fees and expenses to the Consultant in U. S. Dollars within thirty (30) days following receipt of each properly compiled and correct invoice approved for payment by the Authority. Such payment, however, shall not be deemed to be past due until fifteen (15) days thereafter. If payments become past due, the Consultant may, upon ten (10) days

written notice to the Authority, suspend and withhold work only as to the specific Task Order for which payment is past due, and only until such time as payment is made. Invoices shall be submitted to the Authority at monthly intervals within ten (10) days following the first day of each calendar month, covering the services performed for the prior month. Each invoice shall include certified time records detailing all hourly charges and any allowable expenses, and any other documentation that may be requested by the Authority to fully support the invoice. Credit for previous payments on account by the Authority shall be specified in each invoice. The Authority may provide an invoice form to the Consultant for use in the payment process.

(b) Final Payment. On the next regular billing date following completion or other termination of any Task Order assigned to Consultant under this Agreement, Consultant shall submit its itemized invoice as provided in Article II(a). Said itemized invoice shall state that it is the Consultant's final invoice and shall state the total amount which the Consultant claims to be due under the Task Order. The Consultant's acceptance of payment pursuant to such final invoice shall constitute a full release of the Authority for any and all payments due or claimed to be due to the Consultant under the Task Order.

III. EXPANSION OF SCOPE OF SERVICES

The Consultant shall not be entitled to either compensation or reimbursement of expenses on account of any work or services under this Agreement except the Services that are specifically authorized in accordance with the terms of a Task Order. All Consultant charges or expenses not meeting the requirements of this Agreement or the relevant Task Order shall be the sole responsibility of Consultant, and shall not be invoiced to or paid by the Authority.

IV. MAXIMUM PAYMENT AND ADJUSTMENTS TO MAXIMUM PAYMENT

(a) The maximum fee and reimbursable expense payments by the Authority to the Consultant shall be established under each Task Order assigned to Consultant hereunder. The Authority's actual payment to Consultant under each Task Order shall

be as specified therein. The total actual payment to the Consultant under each Task Order may be less than the maximum payments specified in said Task Order

(b) If assignments authorized by the Authority pursuant to a particular Task Order would result in the maximum fee and/or reimbursable expense payments due to the Consultant exceeding the maximum payments specified in that Task Order, the Consultant shall immediately notify the Authority's Contract Administrator and shall curtail additional work or services under that Task Order until such time as the amount of the maximum payment(s) is increased sufficiently by written agreement between the parties in order to complete the task assignments. Alternatively, upon receiving such notice from the Consultant, the Authority may direct the Consultant to forgo completing the task assignments. The termination provisions of Article XI will apply with respect to any tasks terminated hereunder.

V. RECORDS REQUIRED FOR GOVERNMENTAL FUNDING

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

VI. OWNERSHIP AND MANAGEMENT OF WORK PRODUCT

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

(1) "Work Product" means all Information the Consultant or its subconsultants prepare or obtain in performing any Services hereunder, or which relates to such Services, except: (i) Information that was in the public domain prior to the execution of this Agreement; (ii) Information that becomes part of the public domain without any breach of this Agreement; and (iii) Information in Consultant's lawful possession prior to the execution of this Agreement.

(2) "Authority Information" means any Information the Authority provides to the Consultant in any form, including in electronic form.

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

(4) "Third Party" means any person or entity other than the Authority, the Consultant, or the Consultant's authorized subconsultants and includes without limitation any governmental unit, insurance carrier, private enterprise, or individual.

(b) Ownership and Management of Authority Information. All Authority Information is and remains the property of the Authority and is provided to Consultant for the sole purpose of the Consultant providing its Services hereunder. Consultant shall not use Authority Information for any purpose except in providing its Services hereunder. Consultant may format and/or convert the data electronically as necessary in order to perform work assignments at its office. Consultant is responsible for reformatting and/or re-conversion of the data to its original condition as necessary.

(c) Ownership of Work Product. All Work Product produced or authored by Consultant in the course of performing its Services hereunder, together with any associated copyrights shall be governed by the terms and conditions of the Memorandum of Understanding ("MOU) between the Federal Aviation Administration and the Authority, dated _____ (see Attachment 3).

(d) **Confidentiality.** The Confidentiality of all Authority Information and Work Product shall be governed by the terms and conditions of the MOU between the Federal Aviation Administration and the Authority.

(e) **Conclusion of Services.** The Consultant shall return all Authority Information and provide copies of all Work Product associated with any Task Order to the Authority at the conclusion of the Services authorized pursuant to that Task Order. The Consultant shall retain all original Work Product for at least six (6) years after the date this Agreement expires or is terminated. Consultant shall submit all original Work Product to the Authority if the Authority makes a written request to Consultant that Consultant provide the original Work Product. Prior to destroying or disposing of any Work Product, Consultant shall notify the Authority in writing of its intent to do so and shall give the Authority a reasonable time within which to take custody of said Work Product. Within such reasonable time, Consultant shall furnish those materials to the Authority without charge.

(f) **No Commercial Use.** The Consultant shall not make any commercial use of any Work Product.

(g) **Enforcement.** In addition to any other remedies to which the Authority may be entitled at law or in equity, the Authority may enforce the provisions of this Article VI in an action for equitable relief, including without limitation temporary and permanent injunctions (or their functional equivalents) and/or specific performance of this Article.

VII. INSURANCE

The Consultant, and any and all of its subconsultants, shall carry and maintain during the life of this Agreement the following insurance with the minimum limits indicated:

REQUIRED INSURANCE	MINIMUM LIMITS
Workers' Compensation (State, Federal, and Employer's Liability)	Statutory Requirements
Commercial General Liability and Property Damage	\$1 million per occurrence \$2 million aggregate
Commercial Automobile Liability	\$1 million combined single limit
Professional Liability (for protection from claims arising out of performance of professional services caused by negligent error, omission, or act for which the insured is legally liable)	\$2 million per occurrence
Employer Liability	\$500,000/\$500,000/\$500,000 bodily injury by accident or disease
Umbrella Excess Liability	\$5 million

The Authority shall be designated as an additional insured on all policies except Professional Liability and Worker's Compensation. Prior to commencing any Services pursuant to this Agreement, Consultant shall provide the Authority with endorsements and certificates of insurance, acceptable to the Authority, evidencing the above coverages. Said insurance policies, endorsements, and certificates shall name and list the Authority as an additional named insured and shall be endorsed with or contain the following cancellation clause: "Should any of the policies described herein be canceled prior to the expiration date thereof, the insurer affording coverage shall mail, 30 days in advance, written notice to the certificate holder named herein." At least sixty days prior to the expiration of any policy as stated on the certificates of insurance provided, Consultant shall provide a certificate indicating that the policy has been renewed or replaced effective no later than the original expiration date thereof. If replaced, the certificate will be accompanied by the required endorsements as well. Upon the Authority's request, Consultant shall provide complete copies of all insurance policies

for the Authority's review.

Consultant shall keep in place the insurance coverages required under this Agreement for at least three years following the conclusion of Services under this Agreement.

VIII. TAXES

All sales and use taxes applicable to the Consultant's Services for the Authority shall be paid by the Consultant, unless otherwise provided by Task Order or required by applicable law.

IX. DBE PROGRAM

(a) The Authority has established a Disadvantaged Business Enterprise (DBE) Program to encourage equal opportunity for DBE's to compete for employment as contractors, subcontractors, suppliers and service providers.

(b) The Airport Authority has assigned a 10% DBE goal for each Task Order assigned to the Consultant hereunder, and a 10% aggregate DBE participation goal for the entire period covered by the Agreement or any renewals thereof pursuant to Article XXI hereof. Such participation can be included in any portion of the Consultant's scope of Services. DBE Goals for DBE participation on this contract represent the total dollars that will be spent with DBE's as a percentage of the total contract amount, including all Task Orders.

(c) The Consultant has a continuing obligation to meet the DBE utilization to which it committed at contract award, inclusive of change orders, amendments, and modifications. Prior to the award of each Task Order, the Consultant must present to the Authority certification of DBE participation in the scope of Services described in each Task Order in a form acceptable to the Authority. If the Consultant informs the Authority that it will be unable to meet the DBE participation goal on any Task Order, the Authority reserves the right to request the Consultant to document its good faith efforts to meet such participation goal. The Authority reserves the right to decline to award any

Task Order to the Consultant if it determines, in its sole discretion, that the Consultant has failed to make a good faith effort to secure DBE participation for any Task Order at a percentage equal to or greater than the goal stated above.

(d) If the Consultant proposes to terminate or substitute a DBE after submitting a Task Order, the Consultant must make good faith efforts to find a substitute DBE for the original DBE to meet its DBE commitment. The Consultant must give the DBE notice in writing, with a copy to Airport 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 Airport Authority prior to being made.

After award of a Task Order to the Consultant hereunder, the Consultant must establish and maintain records and submit, with each application for payment, a report, in a form approved by the Authority, which identifies participation by DBE subconsultants as part of the Services for which the Consultant seeks payment. The report shall include a certification by an appropriate official of the Consultant regarding payment to each DBE participant for the prior month's work.

X. DISPUTE RESOLUTION

(a) In the event of any dispute between Consultant and the Authority arising out of or related to this Agreement, each agrees to use its best efforts to resolve the dispute informally, and by delivering written notice to the other party containing a summary of the disputed issue. Within five (5) business days of receiving such notice, the receiving party shall deliver to the other party its own written notice containing its own summary of the disputed issue. Each party shall designate a knowledgeable, responsible representative with authority to resolve the dispute to meet and negotiate in good faith. This meeting shall occur at the Authority's office within ten (10) business days after the first written notice of dispute is delivered.

(b) In the event the parties are unable to agree to a resolution of the dispute through the informal process set forth above, the parties shall endeavor to resolve the

dispute through mediation. A request for mediation shall be made in writing, and delivered to the other party. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in a mutually-agreed upon location in Wake County, North Carolina. Any agreement reached in mediation shall be memorialized in writing by the parties and shall be enforceable as a settlement agreement in any court having jurisdiction thereof.

(c) Any dispute not resolved by mediation shall be subject to arbitration. A demand for arbitration shall be made in writing and delivered to the other party. A demand for arbitration shall be filed within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. At the Authority's sole option, an arbitration pursuant to this Article (and/or any claims asserted therein) may be joined with an arbitration involving common issues of law or fact between the Authority and any person or entity with whom the Authority has a contractual obligation to arbitrate disputes. Notwithstanding any other provisions of this Agreement, in any arbitration proceeding between the parties related to this Agreement, the Authority shall have the right to include, by consolidation, joinder or in any other manner, any person or entity whom the Authority believes to be substantially involved in a common question of fact or law with respect to such arbitration proceeding. This provision shall be incorporated by reference into Consultant's contracts with any subconsultants. All such parties consent and agree to participate and be bound in this dispute resolution process insofar as claims may be made against them. A motion to add or consolidate any other party in connection with this Project may be made by any interested party and, for good cause shown, shall be granted by the arbitrator(s). Except as otherwise agreed by Authority and Consultant, the parties shall mutually agree on a single arbitrator for all disputes in which the claimed amount is

less than \$500,000. Such arbitrator shall be a North Carolina licensed attorney with at least ten years of experience in legal matters related to the area of dispute, or a retired state or federal judge who resides in the State of North Carolina. Disputes in which the claimed amount is \$500,000 or more shall be decided by a panel of three (3) experienced arbitrators to include: (a) one financial consultant with experience in public finance; (b) one North Carolina licensed attorney with at least ten years of experience in legal matters related to the area of dispute or a retired state or federal judge who resides in the State of North Carolina; and (c) a senior staff representative of a public entity managing a similar facility or facilities. Arbitration proceedings shall be heard and resolved in Wake County, North Carolina. The party filing a notice of demand for arbitration must assert in the demand all claims, disputes or other matters in question then known to that Party on which arbitration is permitted to be demanded. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. During mediation, arbitration, or court proceedings, the Consultant shall proceed diligently with the performance of its Services under this Agreement.

(d) All fees and expenses associated with the mediation and arbitration procedures set out above shall be borne equally by the parties. Each party shall bear its own expenses for attorneys' fees, expert fees, witness fees, and related expenses. Notwithstanding the previous sentence, if the arbitrator(s) determine(s) that either party is guilty of abusing the arbitration process, the arbitrator(s) may assess any such costs, expenses, and attorneys' fees among the parties in such manner as the arbitrator(s) deem(s) appropriate.

(e) The dispute-resolution procedures set forth in this Article XVI shall be the exclusive remedies available to the parties to this Agreement. The final award rendered in arbitration proceedings shall be deemed final and binding on the parties, and judgment may be entered upon it in any court having jurisdiction. Any claim known to

the claimant at the time an arbitration claim or counterclaim is made but not included shall be deemed waived.

XI. TERMINATION

The Authority may terminate this Agreement, or any separate Task Order assigned to Consultant hereunder, at any time for any reason upon written notice to the Consultant, which notice shall be effective upon the later of the date stated therein or the date the notice is received by the Consultant. Consultant shall perform no additional work after receiving the notice. In the event of such termination, the Consultant's charges to the Authority shall be limited to the charges for the Services theretofore satisfactorily rendered and expenses theretofore incurred or committed. Consultant may terminate this Agreement only upon prior written request to and receipt of written permission from the Authority.

XII. 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.

XIII. 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.

XIV. 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, with the exception of the MOU, this Agreement shall control and the conflicting provision of the attachment shall, to the extent of the conflict, be null and void. In the event of a conflict between the terms of this Agreement and the MOU, the MOU shall control. In the event of any conflict between the terms of this Agreement and the terms of any Task Order issued

hereunder, the terms of this Agreement shall control unless the Task Order specifically states that the terms of the Task Order will control. The headings contained in this Agreement are for reference only and shall not affect the rights or obligations of either of the parties hereunder.

XV. GOVERNING LAW AND VENUE

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. Venue for any action brought under the terms and conditions of this Agreement will be Wake County, North Carolina.

XVI. INDEPENDENT CONTRACTOR

(a) In the performance of this Agreement, it is agreed by and between the parties hereto that the Consultant shall be acting as an independent contractor and not as an agent or employee of the Authority. Consultant shall have no authority (and shall not hold itself out as having authority) to bind the Authority and shall not make any agreements or representations on the Authority's behalf without the Authority's prior written consent.

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

assignment to work on the Services to be performed by the Consultant shall become or be deemed to be employees, agents, or independent contractors of the Authority. The Consultant shall at all times have the right to perform work for other individuals and/or entities as long as it fulfills its obligations to the Authority under the terms of this Agreement, and as long as such Services do not conflict with its obligations under this Agreement or create a conflict of interest with the Authority.

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

(d) None of the Consultant's agents, employees or independent contractors shall be eligible for or entitled to participate in any of the Authority's employee benefit plans, programs, policies or practices which may now or in the future be in effect, including, without limitation, any pension, retirement, or 401(k) plan; any profit sharing, stock option, bonus or incentive compensation plan; workers compensation benefits; any life or health insurance plan; any vacation or holiday pay plan; or any separation payment plan. The Consultant shall defend, indemnify, and hold harmless the Authority and its officers, directors, agents and employees from and against any and all claims,

damages, losses, penalties, fines, costs and expenses, including attorneys' fees, arising out of or resulting from any claim, proceeding or decision claiming that an agent, employee or independent contractor of the Consultant is eligible for or entitled to any such employee benefit or compensation or payment from the Authority.

XVII. GENERAL CIVIL RIGHTS PROVISIONS

The Consultant agrees that it will 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 handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (1) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

XVIII. CIVIL RIGHTS – TITLE VI ASSURANCES

(1) **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 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders 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.

(2) **Title VI Clauses for Compliance with Nondiscrimination**

Requirements. During the performance of this Agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

- a. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. **Non-discrimination:** The 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. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the 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 the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

d. **Information and Reports:** The 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 sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the 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.

e. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- i. Withholding payments to the contractor under the contract until the contractor complies; and/or
- ii. Cancelling, terminating, or suspending a contract, in whole or in part.

f. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs (a) through (f) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to

protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

XIX. MANDATORY FEDERAL CONTRACT PROVISIONS

In the performance of this Agreement the Authority may elect to compensate the Consultant for all or any portion of the Consultant's Services using federal funding pursuant to the Airport Improvement Program administered by the Federal Aviation Administration. When federal funding is used to compensate the Consultant for their Services under this Agreement, the mandatory federal contract provisions contained in **Attachment 4** of this Agreement shall be applicable.

XX. OTHER CONDITIONS

(a) The Authority's Contract Administrator for this Agreement shall be _____, or as otherwise designated in writing by the Authority. All communication with the Authority regarding this Agreement shall be through the Authority's Contract Administrator.

(b) Task Orders to the Consultant from the Authority may be authorized only by the President and Chief Executive Officer of the Authority. The scope of Services associated with each Task Order will be provided in writing from the individual making such request. The Authority shall provide adequate information and data to the Consultant in order that the Consultant can complete the assignment. The parties shall execute a separate Task Order for each specific project assigned to Consultant hereunder.

(c) _____ shall be the Consultant's representative for Services provided through this Agreement and provide and/or manage all the Services to be provided by the Consultant through this Agreement. Consultant acknowledges that the Services performed pursuant to this Agreement are personal in nature and that performance by the above-named representative serves as part of the legal

consideration for this Agreement. Consultant shall not replace or substitute the above-named representative during the term of this Agreement except upon advance written notice to and receipt of written approval from the Authority. Said notice to the Authority shall state the reason(s) for the proposed replacement or substitution and shall specify the qualifications, including education, training, and experience, of the proposed replacement or substitute.

(d) The Consultant has represented to the Authority that it may employ certain firms, herein referred to as subconsultants, to provide professional or other services to the Consultant in connection with its performance of the Services. The Consultant shall not employ any person or firm as a subconsultant during the term of this Agreement except upon advance written notice to and receipt of approval from the Authority. Said notice to the Authority shall specify the Services to be provided to the Consultant by the proposed subconsultant and the qualifications and experience of the proposed subconsultant and its personnel to be employed in the project. Consultant acknowledges and agrees that all such subconsultants shall be duly licensed, experienced, and qualified for the Services to be provided by the subconsultant. Consultant shall not replace or substitute for the above named subconsultants during the term of this Agreement except upon advance written notice to and receipt of approval from the Authority.

(e) The Authority shall have the right to audit the Consultant'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. Consultant 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 Consultant are (i) being conducted in conformance with this Agreement and the applicable Task Order and (ii) in compliance

with applicable laws and regulations. If any audit conducted pursuant to this paragraph reveals that the Consultant has breached its obligations under applicable law, this Agreement, or the applicable Task Order, the Authority may conduct follow-up audits to ensure that any such breach has been cured.

XXI. PROFESSIONAL SERVICES AND INDEMNITY

(a) Consultant shall perform its Services in compliance with all applicable financial accounting, audit, or other standards, in compliance with all laws and Authority rules and regulations, and consistently with the skill and care ordinarily provided by financial consultants under the same or similar circumstances. Consultant states that it has, and shall maintain in effect, all licenses, professional and financial-industry certificates, permissions, authorizations, consents, and permits it needs to carry out its obligations under this Agreement.

(b) To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Authority, its officers, directors, agents and employees, from and against all claims, damages, losses, liabilities, and expenses, including but not limited to attorneys' fees, arising out of or resulting in any way from this Agreement or Consultant's performance hereunder, to the extent such arise out of or result from any breach of the Agreement by Consultant or its subconsultants, employees, or agents, or from any error, omission, negligence, or wrongful act of the Consultant or its subconsultants, employees, or agents.

XXII. TERM OF THE AGREEMENT

(a) The term of this Agreement is from the date written above through _____, 20___. At the sole discretion of the Authority the Agreement may be extended in one year increments, for a maximum of two (2) additional one-year periods, provided both parties agree to such renewal(s), in writing, thirty (30) days prior to expiration of this Agreement, or any previous renewal period, unless either party terminates the Agreement in accord with the provisions of Article XI.

(b) Upon the termination or expiration of this Agreement, Consultant shall promptly do the following:

(1) Comply with all relevant obligations concerning Work Product under Article VI (d) of this Agreement.

(2) Return to the Authority all Authority-owned property, equipment, or materials in Consultant's possession or control.

(3) Remove any Consultant-owned property, equipment, or materials located on Authority premises.

(4) On a pro rata basis, repay all fees and expenses paid in advance for any Services that have not been provided.

XXIII. 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, X, XII, XIII, and XV.

XXIV. NOTICES

All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other party at its address set forth below (or to such other address that such party may designate from time to time by giving notice to the other party). Unless otherwise agreed herein, all notices must be delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective if (i) actually received by the intended recipient or (ii) if the party giving the notice has complied with the requirements of this Article XX.

FOR THE AUTHORITY:

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

With a copy to:

Erin Locklear, General Counsel
PO Box 80001
1000 Trade Dr.
RDU Airport, NC 27623

FOR THE CONSULTANT:

[Insert Notice Information]

XXV. 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.

XXVI. 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.

XXVII. ENTIRE AGREEMENT

This Agreement, including all attachments hereto and Task Orders issued hereunder, 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 or amended by a Task Order assigned the Consultant hereunder or otherwise only by written agreement between the Consultant and the Authority.

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

ATTEST: _____

Witness:

BY: _____

BY: _____

Title: _____

Title: _____

ATTEST: RALEIGH-DURHAM AIRPORT AUTHORITY

Witness

BY: _____

BY: _____

Title: President & CEO

Title: _____

**ATTACHMENT 1
HOURLY RATES AND EXPENSES**

(Information to be provided by Consultant for incorporation into Attachment 1)

Personnel Classification	Hourly Direct Salary Rate	Audited Overhead Multiplier	Profit Multiplier	Actual Billing Rate

END OF ATTACHMENT 1

ATTACHMENT 2

TASK ORDER NO. XX – INSERT NAME

INSERT CONSULTANT NAME agrees to perform and complete the following services, in accordance with the terms and conditions of the Master Consulting Services Agreement with the Raleigh-Durham Airport Authority, Raleigh, North Carolina (dated XXXXXX), all of which terms and conditions are incorporated herein by reference:

Project Description: Written description of the project.

Scope of Basic Services: Insert details (See Attachment A - Scope of Work for Basic Services).

Scope of Special Services: Insert details (if any)

Authority Task Manager/Coordinator: Insert Name here

Consultant Project Manager: Insert Name here

Basic Services Compensation: Insert details (See Attachment B – Consultant Basic Services Compensation)

Reimbursable Expense Compensation: Insert details (See Attachment B – Consultant Expenses Compensation)

Special Services Compensation: Insert details (if any) (See Attachment B – Special Services Compensation)

Total Compensation and Method of Payment: Insert details (See Attachment B – Total Compensation and Method of Payment)

Schedule: Insert details (See Attachment C – Task Schedule)

Meetings: Insert details (See Attachment C – Meetings)

Deliverables: Insert details

Other Considerations (if applicable)

Consultant and Subconsultant Firms: Insert details (See Attachment D - Consultant and Subconsultant Firms)

MWSB Participation: Insert details (See Attachment D – MWSB Participation)

RALEIGH-DURHAM AIRPORT AUTHORITY

By: _____

Its: _____

[NAME OF CONSULTANT]

By: _____

Its: _____

END OF ATTACHMENT 2

ATTACHMENT 3 – MOU
TO BE INCLUDED AT A LATER DATE

ATTACHMENT 4 MANDATORY FEDERAL CONTRACT PROVISIONS

In the performance of this Agreement the Authority may elect to compensate the Consultant for all or any portion of the Consultant's services using federal funding pursuant to the Airport Improvement Program administered by the Federal Aviation Administration or other federally funded programs. When federal funding is used to compensate the Consultant for their services under this Agreement, the mandatory federal contract provisions contained in this Exhibit are applicable to the performance of this Agreement. Where specific provisions of this Article XVII refer to the words Contractor, Bidder, and Offeror, it shall be interpreted to mean Consultant. Where specific provisions of this Article XVII refer to the word Sponsor, it shall be interpreted to mean the Authority.

(a) **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.

(b) **BREACH OF CONTRACT TERMS.** Any violation or breach of terms of this Agreement on the part of the contractor or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in

addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

(c) **BUY AMERICAN PREFERENCE.** The contractor agrees to comply with 49 USC § 50101, which provides 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 FAA 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 submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

(d) **CLEAN AIR AND WATER POLLUTION CONTROLS.** Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection,

monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds \$100,000 the aforementioned criteria and requirements.

(e) **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT
REQUIREMENTS**

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

2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

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

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

(f) **DEBARMENT AND SUSPENSION (NON-PROCUREMENT)**

1. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION
(BIDDER OR OFFEROR)

By submitting a bid/proposal under this solicitation, the bidder or offeror

certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

2. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(SUCCESSFUL BIDDER REGARDING LOWER TIER PARTICIPANTS)

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- a. Checking the System for Award Management at website:
<http://www.sam.gov>
- b. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- c. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedy, including suspension and debarment.

(g) **DISADVANTAGED BUSINESS ENTERPRISE**

1. **Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

2. **Prompt Payment (§26.29)**- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to each subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

(h) **FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

(i) **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

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.

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.

(j) **OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
-------------	--

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

(k) RIGHT TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

(l) TERMINATION OF CONTRACT

In addition to the provisions of Article XI – Termination, the following provisions are applicable to this Agreement. In the event of a conflict between this provision and Article XI, this provision shall govern.

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed to have been effected for the convenience of the Sponsor. In such event,

adjustment in the contract price will be made as provided in paragraph 2 of this clause.

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

(m) **TRADE RESTRICTION**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

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 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 on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

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 a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the

contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

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

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.

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, United States Code, Section 1001.

(n) **TEXTING WHILE 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), FAA 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 sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party

subcontract involved on this project.

(o) **VETERAN'S PREFERENCE**

In the employment of labor (except in executive, administrative, and supervisory positions), preference must be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Title 49 United States Code, Section 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

APPENDIX C

Disclosure Statement



U.S. Department
of Transportation
**Federal Aviation
Administration**

MEMPHIS AIRPORTS DISTRICT OFFICE
2600 Thousand Oaks Boulevard, Suite
2250 Memphis, Tennessee 38118 Phone:
(901) 322-8180 Fax: ((901) 322-8195

CONTRACTOR/CONSULTANT DISCLOSURE STATEMENT
pursuant to
CEQ SECTION 1506.5(c) AND FAA 5050.4(A)(76)
regarding
ENVIRONMENTAL IMPACT STATEMENT
for
RALEIGH DURHAM INTERNATIONAL AIRPORT
RALEIGH, NORTH CAROLINA

We, [INSERT LEGAL COMPANY NAME] (Contractor/Consultant), headquartered at [INSERT ADDRESS], do hereby certify that we have no financial or other interests in the execution or outcome of the proposed Environmental Impact Statement (EIS) for Raleigh Durham International Airport (RDU); nor any financial or other interests in other related developments at RDU; nor any financial or other interests in any mitigation requirements associated with any development at RDU.

The role of Contractor/Consultant for the EIS at RDU is limited to providing environmental consulting services for the Federal Aviation Administration (FAA) in preparing the above referenced EIS. Contractor/Consultant was selected to provide these services on the basis of a competitive selection process.

If Contractor/Consultant proposes on future projects prior to the completion of the EIS, the proposal shall be submitted to the FAA for review prior to commencement. Every degree of professionalism shall be exercised to ensure that the outcome of these studies will not influence the ability of the team to prepare an unbiased EIS. It is further agreed that the preparation of this EIS will in no way preclude the selection of Contractor/Consultant, or its subcontractors, from being considered from subsequent phases of the program covered in the EIS, provided that the selection is made as a result of free and open competition with no implied or suggested guarantee of favored consideration to the Contractor/Consultant.

CONTRACTOR/CONSULTANT:

[INSERT COMPANY NAME]

Signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX D
Confirmation of Receipt

Company Name: _____

Address: _____

Point of Contact: _____

Phone: _____

Email address: _____

The company referenced above intends to submit a proposal as a prime firm for the Airfield Program EIS at RDU.

Signed: _____
(signature of point of contact above)

Forward the Confirmation of Receipt to the following before March 23, 2018 at 4:00pm.

William C. Sandifer, A.A.E.
Senior Vice President & Chief Operating Officer
bill.sandifer@rd�.com