



REQUEST FOR PROPOSALS
for
CONSOLIDATED RENTAL CAR
SERVICE CENTER “CONRAC”
MANAGEMENT SERVICES

Date: 11/17/2023

RFP Number: AVIA 24-13

Subject: Request for Proposals for the following services:

Airport CONRAC Management Services

This letter extends an invitation for the submission of a proposal to supply the Charlotte Douglas International Airport with the non-federally funded services as indicated above. Proposals for the above will be received via the e-bidding portal until **1:00 PM eastern standard time on December 18, 2023**.

A non-mandatory pre-proposal conference to review the RFP will be held via a Microsoft Teams Meeting on November 29, 2023, starting at 10:00 am EST. Interested parties are encouraged to participate and to have a copy of the RFP with you at that time.

Microsoft Teams meeting:

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 274 128 903 595

Passcode: XkC6Ad

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

cityofcharlotte@m.webex.com

Video Conference ID: 117 219 030 2

[Alternate VTC instructions](#)

Or call in (audio only)

+1 872-256-4172,,220422387# United States, Chicago

Phone Conference ID: 220 422 387#

[Find a local number](#) | [Reset PIN](#)

A site visit will be conducted on December 4, 2023, at 1:00 pm EST. Participants should limit attendees to two (2) participants. Attendees should arrive thirty (30) minutes prior at Site 1. There is hourly parking available on the fourth (4th) level above the CONRAC facility. Attendees will gather on the West side in the CONRAC Customer Service Building. Look for the CLT personnel in the yellow vests. Site visit will start promptly at 1:00 pm EST. The Site 2 visit will follow. At Site 2 park outside the gate. There will be CLT personnel there to meet you and escort you into the facility. Both site visits will be one (1) hour long. All questions are required to be submitted through the e-Builder portal.

- **Pre-Proposal site visit locations:**

Site 1:

CONRAC Terminal Facility (right across from terminal)

Rev.2/2/2023

RFP# AVIA 24-13, Issue Date 11/17/2023

Hourly parking available on level 4
5489 Josh Birmingham Parkway
Charlotte, NC 28214

Site 2:

Remote Service Facility
6525 Rackham Drive
Charlotte, NC 28214

Changes to the terms, conditions or specifications stated in this Request for Proposals will be documented in a written addendum, issued by the Charlotte Douglas International Airport. These addenda will be accessible through the e-Builder e-bidding portal.

Questions and requests for clarification must be submitted in writing and directed to Brian Winegard through the Q&A Board in the eBuilder Bid Portal. Please DO NOT submit questions via email, phone call, or voice message. Questions will be responded to in a written addendum, issued by CLT.

Charlotte Douglas International Airport (CLT), a City of Charlotte department does not discriminate based on disability. Auxiliary aids and services, written materials in alternative formats, and reasonable modifications in policies and procedures will be provided upon request to persons with disabilities. To make a request, please email elizabeth.erhartic@cltairport.com.

Thank you in advance for your interest in doing business with the Charlotte Douglas International Airport. We look forward to your participation!

eBuilder Invitation Key: <https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=840866c2-1f79-464c-963f-4d5b94f7215e&bidpackageid=4be1ead8-7d4b-4107-b8ff-2d9abc8988fa>

Proposals Due:

December 18, 2023, by 1:00 PM EST

Sincerely,

Brian Winegard
Procurement Officer

Checklist for submitting a Proposal:

- Form 1, Proposal Form
- Form 2, Proposal Qualifications and Requirements
- Form 3, Nondiscrimination Certification
- Form 4, CBI/DBE/ACDBE Program Requirements
- Form 5, Confidential Information
- Form 6, Pricing Worksheet
- Form 6 Continued - Attachment 1 - Pricing Worksheet
- Exceptions to any part of the RFP (stated and identified separately as "Exceptions")
- Others (specific to the project)

The above items must be included in the Proposal. If awarded a contract, evidence of insurance that meets or exceeds the requirements set forth in Section 3 - Exhibit B (Sample Contract) are required.

SECTION 1: GENERAL INSTRUCTIONS

A. INTRODUCTION

Pursuant to this Request for Proposals ("RFP"), Charlotte Douglas International Airport ("CLT" or "Airport"), which is owned and operated by the City of Charlotte, North Carolina ("City"), is seeking Proposals from qualified and experienced companies (individually or collectively, the "Proposer") interested in CONRAC Management Services (the "Work"). Details of the requested Work are attached hereto as **Exhibit A**. The RFP consists of the following components:

Section 1: General instructions and special conditions that apply to this proposal process and procurement.

Section 2: The required forms that a Proposer is required to complete and return as its Proposal (called the "Proposal Response Forms")

Section 3: A contract substantially similar to the final contract the successful Proposer will be expected to sign, including **Exhibit A**, the details for the entire scope of work falling under this RFP (the "Scope of Work - Specifications").

Each reference to this RFP includes all components listed above as well as any addenda provided by the Airport. Please review each section carefully, including all attachments and exhibits. Proposers will be held accountable for having full knowledge of the contents of this RFP and for performing any due diligence that may be necessary to submit a binding Proposal. Failure to comply with the terms, conditions and requirements of this RFP may result in disqualification of the Proposer in the sole discretion of CLT.

The Work will be governed by a contract between the selected Proposer ("Company") and the City, a sample of which is attached hereto in Section 3 as **Exhibit B** (the "Contract"). The term of the Contract shall be for three (3) years with two optional one-year renewals. Proposers are advised to carefully read and review the form Contract as they prepare their Proposal. CLT reserves the right to revise the terms of the form Contract at any time during the RFP process and to negotiate different terms with the Company.

B. SCHEDULE

DATE	ACTIVITY (All times are EST)
11/17/2023	Issue RFP
11/27/2023	Submission of written questions regarding pre-proposal conference and confirmation of plan to attend site visit

11/29/2023	Non-mandatory pre-proposal conference will be held on at 10:00 AM EST virtually via TEAMS.
12/04/2023	Non-mandatory pre-proposal site visit will be held at 1:00 PM EST.
12/8/2023	Deadline for submission of written questions after pre-proposal conference and site-visit.
12/18/2023	Proposals are due by 1:00PM EST.
1/8/2024	Proposer interviews (if applicable) will be held 1/8/2024 – 1/10/2024.
4/1/2024	Estimated start date of services

CLT reserves the right to modify the deadlines set forth in the above table in its sole discretion. Any such modifications will be stated in an addendum as described below.

C. INSTRUCTIONS TO PROPOSERS

1. Point of Contact
 The point of contact for all submissions and correspondence regarding this RFP is **Brian Winegard (“RFP Project Manager”)** who can be contacted through the Q&A Board online in the e-bidding portal. If there are technical questions regarding use of the e-bidding portal, please contact the RFP Project Manager at brian.winegard@cltairport.com.

2. Non-Mandatory Pre-Proposal Conference
 A Pre-Proposal Conference will be conducted on the via a Microsoft Teams Meeting on November 29, 2023, starting at 10:00 am EST. Interested parties are encouraged to participate and to have a copy of the RFP with you at that time.

3. Non-Mandatory Pre-Proposal Site Visit
 A site visit will be conducted on December 4, 2023, at 1:00 pm EST. Participants should limit attendees to two (2) participants. Attendees should arrive 30 minutes prior at Site 1. There is hourly parking available on the fourth (4th) level above the CONRAC facility. Attendees will gather on the West side in the CONRAC Customer Service Building. Look for the CLT personnel in the yellow vests. Site visit will start promptly at 1:00 pm EST. The Site 2 visit will follow. At Site 2 park outside the gate. There will be CLT personnel there to meet you and escort you into the facility. Both site visits will be one (1) hour long. All questions are required to be submitted though the e-Builder portal.

4. Questions and Addenda

The Airport is committed to providing all prospective Proposers with accurate and consistent information to ensure that no Bidder obtains an unfair competitive advantage. To this end, from the date of this RFP through the proposals due date, no interpretation or clarification of the meaning of any part of this RFP will be made orally to any prospective Proposer except for questions answered at the pre-proposal conference.

Requests for interpretation or clarification must be submitted electronically to the RFP Project Manager via the e-bidding portal Q&A Board. All questions must be submitted no later than the date and time stated in the RFP Schedule as the deadline for submission of questions. Any questions received after that time may not be addressed prior to the proposal due date. When submitting a request for interpretation or clarification, Proposers are encouraged to utilize the following format:

Item #	Page #	Section #	Section Title	Question, Clarification or Modification

Interpretations, clarifications, supplemental instructions and/or changes to the terms, conditions or requirements of this RFP will be documented in written addendum and posted to the e-bidding portal.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Proposers are warned that no other source is authorized to give information concerning, explaining or interpreting this RFP. The receipt of each addendum must be acknowledged using the space provided on **Form 1** in **Section 2**. The Airport may not consider any RFP that fails to acknowledge receipt of each issued addendum.

5. RFP Acknowledgement

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

6. Proposal Format

Proposals shall consist of all forms included in this RFP ("Forms") and any additional information relevant to the Work that the Proposer believes will help CLT in making its decision. Responses must be typewritten or completed in ink and signed by an authorized representative of the Company. Any erasures or corrections must be initialed

and dated by the authorized representative that signs the Forms. CLT desires all Proposals to be identical in format and a maximum twenty-five pages (25) or less in length to facilitate the evaluation process. Failure to comply with the format requirements set forth herein may result in rejection of the Proposal.

7. Submission Requirements

Proposals must be submitted through the e-Builder portal. e-Builder Invitation Key: <https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=840866c2-1f79-464c-963f-4d5b94f7215e&bidpackageid=4be1ead8-7d4b-4107-b8ff-2d9abc8988fa>

The pricing must be submitted in the table (Attachment 1) included on the website. The forms herein must be completed and uploaded to the site by the proposal due date and time.

Submit separately, "Confidential and Proprietary Information," Trade Secrets and/or personally identifiable information (PII). The confidentiality caption stated above must appear on each page of Trade Secret or PII materials.

Failure of the Proposer to organize the information required by this RFP as outlined herein may result in CLT, at its sole discretion, deeming the Proposal non-responsive to the requirements of this RFP. The Proposer, however, may reduce the repetition of identical information within several sections of the Proposal by making the appropriate cross-references to other sections of the Proposal. Appendices for certain technical or financial information may be used to facilitate Proposal preparation.

8. Selection Criteria and Minimum Requirements

Upon review and evaluation of all qualifying proposals, including any interviews that CLT may require, the Evaluation Committee will select and recommend for award the Proposer that, in its sole judgment, is most responsive in meeting the requirements and objectives of this RFP as set forth below.

Experience	CLT will evaluate the Proposer based on its ability to meet the Experience requirements as set forth in the Specifications including the Work experience providing the Work during the past seven (7) years.
System Solution	CLT will evaluate the Proposer's System Solution compared to the requirements set forth in the Specifications and Scope of Work.
Implementation Plan	CLT will evaluate the Proposer's ability to meet the requirements set forth in the Specifications and as detailed in the Proposer's Implementation Plan.

Compensation	CLT will evaluate the Proposer on the overall compensation proposed related to the provision of the Work.
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9. Proposal Terms are Firm and Irrevocable

The signed Proposal shall be considered a firm offer on the part of the Proposer. All Proposal responses (including all statements, claims, declarations, prices and specifications in the Proposals) shall be considered firm and irrevocable for purposes of contract negotiations unless specifically waived in writing by CLT.

10. Evaluation Committee and Award of Contract

The Aviation Director, or his designee, will appoint an Evaluation Committee to review all Proposals. As part of the evaluation process, the Evaluation Committee may engage in discussions with any Proposer to determine in greater detail the Proposer’s qualifications and to learn about the Proposer’s proposed method of performance to facilitate arriving at an agreement that will be satisfactory to CLT.

CLT may in its discretion require one or more Proposers to make presentations to the Evaluation Committee or appear before CLT and/or its representatives for an interview. During such interview, the Proposer may be required to present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as CLT deems appropriate. Proposers will be notified in advance of the time and format of such interviews and/or meetings.

The Evaluation Committee will consider all relevant materials and information in making its selection and recommendation to the Aviation Director, the Proposer that it determines is best able to provide the Work.

CLT will inform the Company that it has been selected, subject to final agreement on all terms and conditions of the Contract. If CLT and the Company are unable to agree on the final terms, the Company will be excused from further consideration and CLT may, at its option, select another Proposer.

The City shall have no obligations under this RFP until the Contract has been executed by both parties.

11. Contract Award by City Council

The name of the selected Proposer will be submitted to the City Council or designee for final approval and award (if applicable). Prior to the recommendation to the City Council or designee, the successful Proposer must provide to the Airport an executed Contract which will be substantially similar to the contract in Section 3 **Exhibit B** of this RFP.

Upon approval of the Contract by City Council or designee, the Airport will execute the documents and send a copy to the successful Proposer. **The City Council or designee may, in its sole and absolute discretion, accept or reject the recommendation of the Evaluation Committee, the Contract and supporting ancillary documents.**

12. Accuracy of RFP and Related Documents

CLT assumes no responsibility for conclusions or interpretations derived from the information presented in this RFP, or otherwise distributed or made available during this selection process. In addition, CLT will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFP or any documents other than those provided by CLT through the issuance of addenda. In no event may a Proposer rely on any oral statement in relation to this RFP.

Should a Proposer find discrepancies or omissions in this RFP or any other documents provided by CLT, the Proposer should immediately notify CLT of such discrepancy or omission in writing, and a written addendum may be issued if CLT determines clarification is necessary. Each Proposer requesting a clarification or interpretation will be responsible for delivering such requests to CLT as directed in this RFP.

The information contained in this RFP forms, exhibits and attachments, hereto, and any addendum that may be issued, has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors, are not liable for the accuracy of the information or its use by prospective respondents.

13. Proposer's Cost of Proposal Preparation

Proposers are responsible for all costs associated with the proposal process including, but not limited to, the creation of the proposal and any interviews (if applicable). CLT will not accept any promotional items as part of the proposal process and any such items included will either be discarded or, if so requested, returned to the Proposer at Proposer's cost.

14. Attempts to Influence the Selection Process

Except for clarifying written questions sent to the RFP Project Manager, all Proposers, including any and all persons acting on their behalf, are strictly prohibited from contacting City staff on or regarding any matter relating to this RFP from the time the RFP is issued until the intent to award is communicated to Proposers with the exception of requests for additional information made by City Staff in their determination of responsibility and responsiveness of the Proposer (the qualifications and experience of the Proposer).

CLT reserves the right to disqualify any Proposer who contacts a City staff or evaluation committee members concerning this RFP other than in accordance with this RFP.

15. RFP Not an Offer

This RFP does not constitute an offer by CLT. No recommendations or conclusions from this RFP process shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina. No binding contract, obligation to negotiate, or any other obligation shall be created on

the part of CLT unless CLT and the Proposer execute a Contract following award of such agreement.

16. Withdrawal of Proposal; Correction of Errors

Withdrawal of the proposal may occur at any time prior to the submission deadline as set forth in the RFP Schedule above, by written request, sent by email to the RFP Project Manager. A request for withdrawal will not be effective until CLT has confirmed, in writing, the receipt of such request. A request to withdraw a Proposal by telephone or facsimile shall not be considered a valid request to withdraw a Proposal. Withdrawal of one proposal will not preclude the submission of another timely proposal but no withdrawal will be allowed after the submission deadline.

If Proposer desires to amend a submitted Proposal before the Proposal Due Date, Proposer must follow the withdrawal procedures described in this Section and resubmit the amended Proposal on or before the Proposal Due Date in a manner consistent with the Submission Requirements. The Proposer further agrees that in the event of any obvious errors, CLT reserves the right to waive such errors in its sole discretion.

17. Disqualification of Proposals

Without in any way limiting CLT's right to reject any or all Proposals, Proposers are advised that any of the following may be considered as sufficient cause for the disqualification of a Proposer and the rejection of a Proposal: (i) failure to meet the eligibility requirements set forth in the Specifications or RFP; (ii) submission of more than one proposal by an individual, firm, partnership or corporation under the same or different names, including the names it does business under unless multiple or alternative proposals were specifically requested under this RFP; (iii) evidence of collusion among proposers; or (iv) improper communication as described above. Proposals will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitation, unauthorized alternate proposals or other irregularities of any kind. All the foregoing notwithstanding, however, CLT reserves the right to waive any such irregularities.

18. CLT's Rights and Options

CLT reserves the following rights, which may be exercised at CLT's sole discretion:

- i. To supplement, amend, substitute, withdraw or otherwise modify this RFP at any time;
- ii. To issue additional requests for information;
- iii. To require a Proposer to supplement, clarify or provide additional information for CLT to evaluate its Proposal, including without limitation, requests to provide samples of items requested under this RFP;
- iv. To conduct investigations with respect to the qualifications and experience of each Proposer;

- v. To waive any defect or irregularity in any Proposal received;
- vi. To share the Proposals with City and/or CLT employees and contractors other than the Evaluation Committee as deemed necessary;
- vii. To award all, none, or any part of the Work set forth in this RFP to one or more Proposers as is in the best interest of CLT with or without re-solicitation;
- viii. To discuss and negotiate with selected Proposer(s) any terms and conditions in the Proposals including but not limited to financial terms;
- ix. To enter into any agreement deemed by CLT to be in the best interest of CLT;
- x. To reject any or all proposals submitted; and
- xi. To re-advertise for proposals using this RFP or a different RFP or solicitation.

19. Representation by Broker

The City will not be responsible for any fees, expenses or commissions for brokers or their agents. Communications by or between employees of or contractors to the City and any potential or actual respondent broker or agent are not to be construed as an agreement to pay, nor will the City pay any such fees, expenses or commissions. By submitting its proposal, respondent agrees to hold the City harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.

20. Ownership and Public Records Law

All proposals and supplementary material provided as part of this process will become the property of the City. Proposers are advised that all information included in the material provided is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Proposer may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, CLT reserves the right to review and make any final determination on if any material submitted is in fact protected by an exception to North Carolina's public record law. In submitting a proposal, each Proposer agrees that the CLT may reveal any trade secrets or confidential information to CLT staff, consultants or third parties assisting with this RFP and resulting Contract. Where information is marked Trade Secret or confidential, Proposer agrees to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred relating to the City choosing to withhold any material based on Proposer's designation of said material as a trade secret or confidential.

21. General Civil Rights Provisions. In all its activities within the scope of its airport program, the Company must agree to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity),

age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision will bind the Company and subcontractors from the bid solicitation period through the completion of the contract.

22. Civil Rights – Title VI Assurances. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company"), must agree as follows:

- (A) Compliance with Regulations: The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (B) Nondiscrimination: The Company, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- (C) Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Company 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 Company of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- (D) Information and Reports: The Company 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 Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Company 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 Company'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: (a) Withholding payments to the Company under the contract until the Company complies; and/or (b) cancelling, terminating, or suspending a contract, in whole or in part.
- (F) Incorporation of Provisions: The Company will include this section's provisions in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Company 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 Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the City to enter into any litigation to protect the interests of the City. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.

23. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") must agree to comply with the following non-discrimination statutes and authorities; including but not limited to:

- (A) Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- (B) 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- (C) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- (D) Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- (E) The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- (F) Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- (G) The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- (H) Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- (I) The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- (J) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- (K) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- (L) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

24. E-Verify

Where applicable, the successful proposer must agree to meet the E-Verify requirements as set forth in the sample Contract below.

25. NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel.

Where applicable, the successful proposer must certify that it meets the NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel as set forth in the sample Contract below.

26. Charlotte Diversity and Inclusion Programs

The City complies with three programs, the Charlotte Business INclusion ("CBI") Program, the Disadvantaged Business Enterprise ("DBE") Program and the Airport Concession Disadvantaged Business Enterprise ("ACDE") Program, depending on the funding source or location and service associated with the Work.

The CBI Program is based on the City's long history of creating and implementing strategies to support and encourage local business growth. In 2013, the City Council adopted the CBI policy to promote diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises ("MWSBEs"). A complete list of City of Charlotte certified Small Business Enterprises ("SBEs") and City of Charlotte registered Minority and Women Business Enterprises (MWBEs) is available on the City's website at www.charlottebusinessinclusion.com.

The DBE Program is based on the requirements of 49 CFR Part 26 – *Participation by DBE in Department of Transportation Financial Assistance Programs*. A complete copy of the City's DBE Program can be found at www.cltairport.com.

The ACDBE Program is based on the requirements of 49 CFR Part 23 – Participation of Disadvantaged Business Enterprise in Airport Concessions.

The information and requirements for the diversity and inclusion program applicable to this Contract are set forth in **Form 4** of this RFP.

SECTION 2: FORMS

FORM 1
PROPOSAL FORM

A. COVER LETTER

The Proposal must include a cover letter including the name, address and telephone number of the Proposer and the executive that has the authority to contract with CLT. It shall also include an Executive Summary outlining how the Company best meets the requirements set forth in this RFP.

B. NON-COLLUSION AFFIDAVIT

In submitting this Proposal, Proposer hereby declares that the only person or persons interested in this Proposal as principal or principals is or are named herein and that no person other than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any other person, company or parties submitting a Proposal in response to this RFP; and that it is in all respects fair and in good faith without collusion or fraud. Proposer represents to the City that, except as may be disclosed in an Addendum hereto, no officer, employee or agent of the City presently has any interest, either directly or indirectly, in the business of Proposer, and that any such officer, employee or agent of the City having a present interest in the business of Proposer shall not have any such interest at any time during the term of the Contract should it be awarded to the Proposer.

C. ACKNOWLEDGEMENT OF ADDENDA

Proposer further declares that it has examined the RFP including all Attachments, Exhibits and Addenda, as acknowledged below, and that he/she has satisfied himself/herself relative to the requirements, procedures and rights of this RFP. Acknowledgment is hereby made of receipt of the following Addenda (identified by number) since issuance of the RFP. ***Failure to acknowledge all addenda may result in disqualification of the Proposer.***

Addendum Number	Date

D. SUBCONTRACTORS

Proposer must list all proposed subcontractors, if any, in the table provided below. No change in the proposed subcontractors listed herein will be allowed without the express written consent

of CLT. All proposed subcontractors must be able to demonstrate their ability to perform the Work proposed to the complete satisfaction of CLT.

Name of Subcontractor	Description of Work to be Performed

E. EXCEPTIONS

All Work requested in this RFP must be provided for the price(s) set forth in the Compensation Sheet, in strict conformance with the terms, conditions and specifications set forth in the RFP (including any addenda or amendments). Savings associated with the exceptions listed below should be listed separate from the base pricing and such exceptions may or may not be accepted in the sole discretion of the Airport. Exceptions representing material changes to the RFP’s terms (including the form Contract) are grounds for rejection of the Proposal. For each exception listed below include the relevant page number and section of the RFP. If none, state “None”.

Page & Section Number	Section Title	Exception and Proposed Change

F. VERIFICATION AND CERTIFICATION OF AUTHENTICITY OF PROPOSAL

The information contained in this Proposal or any part thereof, including its Forms, Attachments, Exhibits and other documents and instruments delivered or to be delivered to CLT, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead CLT as to any

material facts.

Submission of this Proposal is the duly authorized official act of the Proposer and the person(s) executing this Proposal and is in accordance with the terms and conditions as set forth in the RFP. The Proposer is duly authorized and designated to execute this Proposal on behalf of and as of the official act of Proposer, this _____ day of _____, 20__.

Company Name: _____

Address: _____

Signature: _____

Printed Name: _____

Title: _____

Phone Number: _____

E-Mail Address: _____

FORM 2
QUALIFICATIONS AND PROPOSER REQUIREMENTS

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

The use of the term "Proposer" in this **Form 2** applies to Proposer and all subcontractors of Proposer that will be involved in the performance of the Work pursuant to the Contract unless otherwise noted.

A. FINANCIAL CAPACITY

Proposer is expected to have the financial ability to move forward with the Work, however, Proposer's financial information will not be a required as part of the Proposal. Upon inspection of the Proposals, CLT reserves the right to request all financial information it deems relevant in assessing the validity of the Proposal. Such materials may include, without limitation, an official bank statement, copies of account records certified by a CPA or a letter of credit. If, after reviewing the Proposals, the City requests that Proposer submit financial information as part of its Proposal, Proposer may choose to mark it "CONFIDENTIAL." Financial information submitted in this manner may not be subject to disclosure under North Carolina's public records laws.

B. EXPERIENCE AND QUALIFICATIONS

Furnish a statement detailing Proposer's background, experience and qualifications which at a minimum includes:

- Corporation type;
- State of incorporation;
- Number of years in business;
- Summary of services provided substantially like the Work requested under this RFP;
- Organizational chart reflecting key personnel for the Work including descriptions of their duties under the Contract. Key personnel shall include at a minimum managers and supervisors or the implementation team (as applicable); and
- Names and addresses of at least three (3) companies, **excluding CLT**, for which the Proposer provided substantially similar Work within the previous five (5) years, provided in the chart below.

	Client 1	Client 2	Client 3
Client Name:			
Description of the Work			
Dates Provided:			
Compensation:			

Point of Contact (POC):			
POC E-Mail Address:			
POC Telephone:			
Key Personnel Assigned to the Work:			

C. PROPOSER HISTORY

Question	Yes/No	If Yes, include an explanation
Has Proposer ever been subject to claims, actions, demands, suits or other litigation (collectively litigation) brought by any airport owner/operator or others over non-payment of rent or fees, or non-performance of similar Work as that requested under this RFP?		
Does the Proposer have any past due arrearages or is the Proposer in breach of any previous or existing contract with the City?		
Has Proposer declared bankruptcy in the past ten (10) years?		
During the past ten (10) years, have any of Proposer's contracts, leases or other agreements been terminated or cancelled, either voluntarily or non-voluntarily, by another Airport owner/operator?		

D. REFERENCES

List three (3) clients, **excluding** the Aviation Department, for whom you have provided substantially similar work to that requested under this RFP for a reference check. Additional references, including the Aviation Department, may be included on a second form.

Name of Client	
Address	
Contact Person	
Telephone	

Number:	
E-Mail Address:	
Name of Client	
Address	
Contact Person	
Telephone Number:	
E-Mail Address:	
Name of Client	
Address	
Contact Person	
Telephone Number:	
E-Mail Address:	

E. SYSTEM SOLUTION

CLT will evaluate the Proposer’s System Solution compared to the requirements set forth in the Specifications and Scope of Work.

Proposer should attach a system solution plan, clearly marked, that includes information on specific services provided by the Proposer as part of the Work.

F. IMPLEMENTATION PLAN

CLT will evaluate the Proposer’s ability to meet the requirements set forth in the Specifications and as detailed in the Proposer’s Implementation Plan.

Proposer should provide an implementation plan, which includes how staffing support will be provided to ensure the Work is provided in compliance with the Specifications.

FORM 3

NONDISCRIMINATION CERTIFICATION

The undersigned Proposer hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned discrimination, as defined in Section 2 below.
2. For purposes of this form, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of a person's race, color, gender, religion, national origin, ethnicity, age, familial status, sex (including sexual orientation, gender identity and gender expression), veteran status, pregnancy, natural hairstyle or disability, or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination. Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the proposal submitted with this certification and terminate any contract awarded based on such proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts or solicitation processes for up to two years.
3. As a condition of contracting with the City, the Proposer agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of subconsultants regarding this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the proposal submitted by the Proposer and terminate any contract awarded on such proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder.
4. As part of its Proposal, the Proposer shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against Proposer in a legal or administrative proceeding alleging that Proposer discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
5. As a condition of submitting a proposal to the City, the Proposer agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

FORM 4
CHARLOTTE BUSINESS INCLUSION PROGRAM OR DISADVANTAGED ENTERPRISE
PROGRAM REQUIREMENTS

A. Overview

For this project, the City will negotiate an **MWSBE** participation goal (“Contract Goal”) with the Company. The Contract Goal will be made part of the Company’s Contract.

B. Submission Requirements

Although the CBI Program allows CLT to negotiate a goal with the Company, CLT would like to see how the Proposer expects to utilize MWSBEs throughout the course of the Work. Therefore, Proposers are required to complete and attach CBI Form #3 – Utilization Commitment to their Proposal.

CBI Form # 3 should be submitted for this section, stating the MWSBE company(s) that the Proposer intends to use, and a description of the scope of work for each MWSBE company identified, EXCLUDING % or dollar values.

CBI Form #3 is the **ONLY CBI form that should be attached to the Proposer. CBI Form #3 can be found on CLT’s website at www.cltairport.com under “Business with CLT – Business Diversity Programs”.

To search the database of certified vendors, please go to <https://charlotte.diversitycompliance.com> and click on “Search Certified Directory”. The Directory will allow a search of all certified firms by certification and commodity code or scope of work description.

Additionally, a complete list of registered MWSBEs as well as a copy of the CBI Policy is available on the City’s website at www.charlottebusinessinclusion.com.

C. Additional Information

The Company will also be required to submit CBI Form #4 – Letter of Intent for each MWSBE the Company commits to use to meet the Contract Goal. These forms are due no later than three (3) business days from the time they are requested by CLT, unless otherwise agreed by the parties. During the term of the Contract, the Company shall be required to submit CBI Form #6 – Payment Affidavit with each invoice submitted to CLT for payment.

Form copies of CBI Form #3 – Utilization Commitment, CBI Form #4 – Letter of Intent and CBI Form #6 – Payment Affidavit can be found on CLT’s website at www.cltairport.com under “Business with CLT – Business Diversity Programs”.

Company has read and agrees to comply with the above Diversity and Inclusion Program terms and conditions as well as any other terms and conditions set forth in the City’s applicable Diversity and Inclusion Plan.

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

FORM 5
CONFIDENTIAL INFORMATION

Proposer agrees to comply with all Confidentiality Requirements set forth in this Section. Failure to comply with the Confidentiality Requirements set forth herein may result in the rejection of Proposer's Proposal or termination of the Contract.

1. **CONFIDENTIAL INFORMATION.** "Confidential Information" means any information in any medium (whether written, oral or electronic), obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
 - a. *Plans and Drawings.* Building plans of city-owned buildings or infrastructure facilities, including without limitation as-built drawings of the Facilities, as well as specific details of public security plans, as provided by N.C. General Statute 132-1.7 (a);
 - b. *Trade secrets.* For purposes of this RFP, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures;
 - c. *Security Plans.* Plans to prevent or respond to terrorist activity, including vulnerability and risk assessments, potential targets, specific tactics or specific security or emergency procedures, the disclosure of which would jeopardize the safety of government personnel or the general public or the security of any governmental facility, structure or information storage system as provided by N.C. General Statute 132-1.7 (a);
 - d. *Privileged Information.* Any attorney / client privileged information disclosed by the City.
 - e. *Other Information.* Other information that is exempt from disclosure under the North Carolina public records laws.

For purposes of this Section, the term "Restricted Data" refers to and includes: (a) all Confidential Information that the City is restricted from disclosing under state or federal law; and (b) all Confidential Information that the City is permitted to withhold from disclosure under state or federal law and has elected to withhold from disclosure.

The information described in Sections a and c is a subcategory of Confidential Information called "Highly Restricted Information." Highly Restricted Information is subject to all requirements applicable to Confidential Information, but is also subject to additional restrictions as set forth in this RFP if applicable.

The parties acknowledge that Confidential Information includes information disclosed prior to submission of a Proposal as well as information disclosed after submission.

2. **RESTRICTIONS AND REQUIREMENTS.** The Proposer shall comply with the following restrictions and requirements regarding Confidential Information:
- a. Proposer shall comply with the City's Restricted Data Policy, a copy of which is posted on the City's website, and with any instructions or procedures issued by City key business units from time to time with respect to protecting specific types of Confidential Information.
 - b. Proposer shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
 - c. Proposer shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Proposer who: (a) has a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Proposer, and (b) has executed a confidentiality agreement incorporating substantially the form of these requirements. Notwithstanding the foregoing, Proposer shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the City's prior written consent.
 - d. Proposer shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized under these Confidentiality Requirements or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
 - e. Proposer shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
 - f. Proposer shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by these Confidentiality Requirements.
 - g. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Proposer shall assert these Confidentiality Requirements as grounds for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.

- h. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
 - i. Proposer shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
 - j. Proposer shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by these Confidentiality Requirements. Proposer shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by these Confidentiality Requirements.
 - k. Proposer shall ensure that each person who obtains access to Confidential Information through Proposer (including but not limited to Proposer's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to these Confidentiality Requirements.
3. **EXCEPTIONS.** The City agrees that Proposer shall have no obligation with respect to any Confidential Information that the Proposer can establish:
- a. was already known to Proposer prior to being disclosed by the City;
 - b. was or becomes publicly known through no wrongful act of Proposer;
 - c. was rightfully obtained by Proposer from a third party without similar restriction and without breach hereof;
 - d. was used or disclosed by Proposer with the prior written authorization of the City;
 - e. was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Proposer shall first give to the other party notice of such requirement or request;
 - f. was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Proposer shall take reasonable steps to obtain an agreement or protective order providing that these Confidentiality Requirements will be applicable to all disclosures under the court order or subpoena.
4. **REMEDIES.** Proposer acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if Proposer breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

5. **DATA.** The Proposer will treat as Confidential Information all data provided by the City or processed for the City or for citizens under these Confidentiality Requirements (including metadata). Such data shall remain the exclusive property of the City. The Proposer will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Confidentiality Requirements.

Proposer Name: _____

Signature: _____

Printed Name: _____

Date: _____

FORM 6
PRICING WORKSHEET

Regardless of exceptions taken, Proposers shall provide pricing based on the requirements and terms set forth in this RFP. Pricing must be all-inclusive and cover every aspect of the Project.

In completing the compensation worksheet, the following instructions should be followed:

1. All price increases over the term of the contract must be noted.
2. All prices are annual lump sum paid monthly for the initial three-year term of contract.
3. For the optional two years please provide estimated pricing.
4. If/when there is an error in extension prices, the unit prices, when available, shall govern.
5. If/when exceptions are taken, pricing must reflect the requested items as stated in the Specifications and as if the exceptions were not accepted by the City. However, in a separate section Proposer shall include any cost savings attributed to the exceptions if accepted by the City.
6. All discounts should be computed into the prices offered where feasible. When a prompt payment discount is offered, it will not be considered in the award of the Contract except as a factor to aid in resolving cases of identical prices.
7. Additional costs associated with the Work must be added as separate line items to the worksheet (ATTACHMENT 1).

It is understood that the pricing, terms and conditions of this Proposal confirm with the requirements set forth in this RFP and are firm and irrevocable unless provided in writing to CLT.

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____

**RFP# AVIA-24-13, Issue Date 11/17/2023
 PRICING WORKSHEET EXAMPLE
 (INCLUDED AS ATTACHMENT 1)**

FORM 6 CONTINUED - ATTACHMENT 1 - PRICING WORKSHEET

TO BE INCLUDED WITH THE BID RESPONSE

CONRAC MANAGEMENT SERVICES PRICING WORKSHEET						
DESCRIPTION	FY25	FY26	FY27	FY28	FY29	Notes
Personal Services						
Salary & Wage - Reg.						
Salary & Wage - Overtime						
Salary & Wage - Temp.						
*List other items as needed						
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Operating Expenses						
Management Fees						
Telecommunications						
Postage						
Technology Supply/Service						
Equipment Rental						
Maintenance & Repair						
Training/Conferences						
Motor Fuels & Associated Costs						
Office Supplies						
Janitorial Services						
*List other items as needed						
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Capital Outlay						
Building Improvements						
*List other items as needed						
Annual Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

NOTES:

- 1.) This Pricing Worksheet is to be used to compute the annual CONRAC Management Fee totals**
- 2.) Worksheet is to be included with the Bid response**
- 3.) Annual totals from this Worksheet are to be entered in the e-Builder Bid portal per the bid instructions**

SECTION 3: CONTRACT
EXHIBIT A
SCOPE OF WORK & SPECIFICATIONS

1. Summary. The scope of this contract shall be to provide Operating, Management and Maintenance Services (the "CONRAC Management Services") for the consolidated rental car facilities (the "CONRAC") at the City of Charlotte Douglas International Airport ("CLT").

2. Scope of Work and Specifications.

A. INTRODUCTION

Pursuant to this Request for Proposals ("RFP"), Charlotte Douglas International Airport ("CLT" or "Airport"), which is owned and operated by the City of Charlotte, North Carolina, is seeking Proposals from qualified and experienced rental car facility management companies (individually or collectively, the "Proposer") interested in providing operating, management and maintenance services (the "CONRAC Management Services") for the consolidated rental car facilities (the "CONRAC") at the Airport.

B. FACILITY DESCRIPTIONS

Facility descriptions for the CONRAC and Hourly Parking Facility are as follows. Floor plans and/or site drawings for each facility are attached hereto as **Exhibit G**. Upon execution and submission of the Request for Proposals Acknowledgment, proposers will be provided with additional detailed drawings and specifications for each facility.

1. CONRAC

The CONRAC consists of (1) an On-Airport Rental Car Facility; and (2) a Remote Service Facility. As of the date of this RFP, CLT has entered into concession agreements with the following seven (7) rental car companies ("RACs") for the use of the CONRAC:

- **AVIS RENT-A-CAR SYSTEM, INC.**
- **BUDGET RENT-A-CAR SYSTEMS, INC.,**
- **DTG OPERATIONS, INC.** d/b/a Dollar Rent A Car
- **ENTERPRISE LEASING COMPANY-SOUTHEAST, LLC**
- **HERTZ CORPORATION**
- **VANGUARD CAR RENTAL USA, LLC** d/b/a Alamo Rent A Car and National Car Rental

- **SIXT RENTAL CAR** as successor to Advantage Rent-A-Car.

The On-Airport Rental Car Facility occupies the first three (3) levels of a seven (7) level parking garage located directly across the terminal roadway from the CLT passenger terminal building (the "Terminal"). Levels 4 through 7 of the parking garage are used for hourly public parking. The On-Airport Rental Car Facility includes (i) a customer service building ("CSB") for the processing of customer contracts; (ii) a quick turn-around facility ("QTA") for the preparation of rental cars for delivery to the customer; and (iii) parking spaces ("Ready/Return Spaces") for the storage of vehicles.

- Customer Service Building. The CSB consists of approximately 22,500 square feet containing counter and office space for each RAC and public circulation space and toilets. It is attached to the On-Airport Rental Car Facility with pedestrian access to the Terminal via below-ground walkways. Vertical circulation is provided by elevators and escalators.
- QTA. The QTA is located on the ground level of the On-Airport Rental Car Facility and accommodates the washing, refueling, and cleaning of rental cars. It includes spaces for the queuing of cars awaiting service; ten (10) refueling islands, each capable of refueling six (6) cars simultaneously and eight (8) automated carwashes. The QTA includes fuel storage and delivery facilities consisting of two (2) underground fuel storage tanks with a capacity of 40,000 gallons of gasoline each, fuel distribution pumps, pipes and valves, and a location for the refilling of fuel storage tanks by over-the road-fuel tankers.
- Ready Return Area. The ready return area occupies the entirety of levels 2 and 3 of the On-Airport Rental Car Facility. The Ready Return Area is subdivided into dedicated vehicle storage areas for each RAC.

The Remote Service Facility is on ten (10) acres of land owned by CLT across Wilkinson Boulevard from the Airport. It is used for the long-term storage of rental cars, receipt and commissioning of new cars, and basic maintenance. The Remote Service Facility consists of four individual service buildings, common use fuel storage and delivery systems, electric vehicle charging stations, and automobile storage areas. Each service building contains multiple automobile service bays with above ground hydraulic lifts; an automated carwash, and supply/equipment storage areas. The service buildings also contain administrative offices, employee break rooms, lockers, and restroom facilities.

C. SCOPE OF WORK

1. Specifications

- a. Experience
Proposer shall have seven (7) or more years' experience providing Consolidated Rental Car Facility Management Services and shall provide documentation and references such that CLT can review said experience.
- b. System Solution
Proposer shall provide a system solution for the services required in §2. CONRAC Management Services.
- c. Implementation Plan
Proposer shall provide an implementation plan, including but not limited to a transition plan, to ensure CONRAC Management Services continue at CLT without interruption to Airport or Rental Car operations.
- d. Compensation
Proposer shall provide an annual compensation proposal in a format similar to the attached CONRAC Management Services Pricing Worksheet

2. CONRAC Management Services

CONRAC Management Services shall include the following:

- a. Proposer shall, at all times during the Term, operate and keep the CONRAC in good condition and repair, in a safe, secure, clean, and sanitary condition, and in full compliance with all federal, state and local laws, regulations, rules and ordinances and policies and procedures as the Aviation Director shall maintain in effect from time to time, including the operating rules and regulations attached to the CONRAC Management Agreement
- b. Without limiting the requirements placed upon Proposer under the CONRAC Management Agreement, Proposer shall be responsible for all maintenance, repair, and replacements in, of, and to the CONRAC of any kind or nature whatsoever arising during the Term, except as and to the extent that the same are the responsibility of CLT as specified in the CONRAC Management Agreement.

- c. Without limiting the generality of the foregoing, Proposer's obligations shall include the performance of all Ongoing Administration Services with respect to the CONRAC. For the purposes of this RFP and the CONRAC Management Agreement, Ongoing Administration Services shall include the following:
- (i) reviewing design documents, drawings and specifications for the CONRAC and the mechanical systems and equipment installed therein;
 - (ii) reviewing all operation and maintenance manuals for the mechanical systems and equipment installed at the CONRAC;
 - (iii) reviewing and confirming that all required permits and/or registrations have been obtained/maintained for any mechanical systems or equipment;
- d. Without limiting the generality of the foregoing, Proposer's obligations shall include the performance of all Routine Maintenance with respect to the CONRAC. For the purposes of this RFP and the CONRAC Management Agreement, Routine Maintenance shall include the following:
- (i) required repairs and maintenance of all equipment comprising the CONRAC and any and all portions thereof, including all machinery, pumps, pipes, ducts, conduits, plumbing, heating, ventilating and air-conditioning systems and installations, wiring and electrical fittings and all other equipment of every nature; all fixtures, appurtenances, plate glass, windows, window glass, walls, floors, docks, ceilings and doors comprising any portion of the CONRAC;
 - (ii) required repairs and maintenance of all vehicle cleaning and fueling systems located in or upon the CONRAC including carwashes and associated equipment, vacuum and compressed air systems, windshield fluid dispensing systems, electric vehicle charging stations, and fueling systems;
 - (iii) required repair and maintenance, together with all replacements, as applicable, of all movable and removable fixtures of Proposer located in or upon the CONRAC;
 - (iv) keeping the CONRAC, free from trash, filth, overloading, danger of fire or any pest or nuisance, and repairing and/or replacing any damage or

- breakage; and
 - (v) performing all other required repair and maintenance of the facilities comprising the CONRAC.
 - (vi) maintaining at all times a sufficient supply of spare parts, supplies and replacement equipment to ensure timely performance of all Routine Maintenance.
- e. As applicable and appropriate, Proposer will at all times during the Term maintain appropriate preventive maintenance contracts providing for the regular inspection and maintenance of all heating, ventilation, air conditioning and other facility systems as may be independently serving the CONRAC by licensed contractors, such contracts and contractors to each be reasonably approved by the Aviation Director.
- f. Proposer shall coordinate, schedule and perform all regular and recurring inspections of the facilities, systems and equipment located in or upon the CONRAC as required by the technical specifications and maintenance manuals for each such facility, system or piece of equipment or as otherwise agreed upon between Proposer and CLT. Proposer shall keep complete and accurate records of all inspections and shall provide summary reports of such inspections to CLT in a format and schedule determined by CLT.
- g. Proposer shall establish and maintain a Preventive Maintenance Plan, a copy of which will be provided to CLT, for all equipment and systems installed in the CONRAC that incorporates all manufacturer specifications, instructions or maintenance recommendations. The Preventive Maintenance Plan shall include a current list of all maintenance contractors as well as the designated representative and contact information for each maintenance contractor listed.
- h. Except for items and/or equipment which are the responsibility of Airport or the RACs (as identified in the CONRAC Management Agreement), if any portion of the CONRAC or any system or equipment therein, thereto or comprising any portion(s) thereof which Proposer is obligated to maintain or repair cannot be fully repaired or restored, Proposer will promptly replace such portions thereof.
- i. Proposer shall promptly and timely perform all such maintenance, repairs or restoration work for which any RAC may be responsible under its Concession Agreement but with respect to which Proposer and such RAC have agreed in writing (with notice to the Aviation Director) that Proposer will perform.

- j. Proposer shall arrange at Proposer's sole cost and expense for the adequate sanitary and safe handling of all trash, other refuse and recyclable material resulting from the operations of the CONRAC. Proposer shall use suitable covered fireproof receptacles for all trash, other refuse and recyclable material generated on or in connection with the operations and use of the CONRAC. Piling of trash, refuse, recyclable material or other similar items in view of a public area is prohibited.
- k. Proposer shall at all times during the Term ensure that the management and operation of the CONRAC complies with all applicable environmental laws, regulations, rules and local ordinances. Without limiting the generality of the foregoing, Proposer shall be responsible for obtaining all necessary environmental permits, annual registrations, governmental reporting and equipment testing and calibration.
- l. Proposer shall be responsible for the placement of temporary signage as deemed necessary and approved by the Aviation Director in or about the CONRAC for holiday and/or abnormal activity. Proposer shall not post, erect, install, display or maintain, or allow any RAC to post, erect, install, display or maintain, any sign, picture, poster, drawing or other graphic display of any kind whatsoever in or about the CONRAC or on or about any other portions of the Airport without the prior approval of the Aviation Director. Any such item posted, erected, installed, displayed or maintained without the Aviation Director's prior approval, or in violation of the provisions of any such approval, may be removed by the Aviation Director at Proposer's expense.
- m. Proposer shall coordinate and schedule all fuel deliveries to ensure sufficient supply at all times for rental car operations. Proposer shall enter into fuel purchase agreements with each RAC, which set forth the terms and conditions governing the purchase of fuel by the RACS from the Proposer. These fuel purchase agreements shall remain in effect for the full term of the CONRAC Services Agreement including any extensions. The Proposer shall provide CLT with a form copy of the fuel purchase agreement for its review and approval, which approval shall not unreasonably withheld, conditioned or delayed.
- n. Proposer shall be responsible for the appearance and general cleanliness of the CONRAC facility. Proposals shall include those services and activities that the Proposer shall provide as part of maintaining the appearance and upkeep of the

CONRAC facility. For services and activities that are the responsibility of the Airport, including but not necessarily limited to landscaping, elevator banks, and lighting, Proposer shall provide a plan for communication with the relevant Airport staff and monitoring of the issue from notice to resolution.

- o. Proposer shall provide communication plans for both CLT and the RACs. Communication plans shall address regular updates and information sharing as well as plans for emergency situations. At a minimum, Proposer's local management team shall meet with the Airport monthly and attend RAC monthly meetings as requested and/or required. Proposer's corporate management team shall meet with the Airport on a schedule to be proposed, but not less than twice a fiscal year.
- p. Proposer shall be responsible for the following maintenance items:
 - (i) The CSB has two (2) air handling units, each with a capacity of 28,000 cubic feet per minute. The air handling units shall be maintained by the Proposer in accordance with the manufacturer's requirements, to include a mandatory replacement of air filters on a monthly basis.
 - (ii) The QTA and CSB have sixteen (16) distinct fire suppression systems. These systems include dry systems, pre-action systems, and Aqueous Film-Forming Foam (AFFF) systems. The Proposer shall provide regular maintenance of these systems in strict accordance with NFPA 25 guidelines. The Proposer shall also have a service contract or agreement with a North Carolina licensed contractor authorized to service these fire protection systems for the life of the Contract that results from this RFP.
 - (iii) The Proposer shall service and maintain the fire extinguishers on Level 1, Level 2, and Level 3.
 - (iv) The Proposer shall maintain overhead lighting on Level 1, Level 2, and Level 3.
 - (v) CLT owns a forklift truck for use by the CONRAC Management Company. The Proposer shall provide regular maintenance in accordance with the forklift truck manufacturers requirements.
- q. Proposer shall have a communication plan or notification process for issues related to the following maintenance items which are otherwise CLT's responsibility:
 - (i) CLT Facilities maintains HVAC control of the CSB and QTA with a JCI

- METASYS Building Automation System. The CONRAC Management Company shall have view only rights to the system controls.
- (ii) CLT shall service and maintain the emergency power generators located in the CONRAC.
 - (iii) CLT shall maintain all exterior lighting and overhead lighting on Levels 4-7.
 - (iv) CLT shall maintain all communication rooms, electrical rooms, and HVAC equipment serving the communications rooms and electrical systems.
 - (v) CLT shall maintain all escalators and elevators.
 - (vi) CLT shall maintain the Fuel Vapor exhaust systems, underground ductwork de-watering systems, and associated controls.

3. License/permit/certification.

4. Post Award Conference. A post-award conference may be scheduled as soon as practical after the award of the Contract. The Company shall attend the conference along with the Company's prospective Project Manager and any anticipated major subcontractors and shall provide at such conference a written schedule for the delivery of any Work for which no delivery dates have been specified in this RFP.

5. Notice to Proceed. The Company shall not commence work or make shipment under this RFP until duly notified by receipt of the executed Contract from the Airport. If the Company commences work or makes shipment prior to that time, such action is taken at the Company's risk, without any obligation of reimbursement by the Airport.

6. Price Adjustment if Not Included as Part of the Contract. If price adjustments are not included in the Contract, the price(s) stated in your Contract shall apply for the entire term of the Contract unless the Airport approves a price adjustment in writing in accordance with the following terms:

- a. Price increases shall only be allowed when justified in the Airport's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs or for additional profit.
- b. To obtain approval for a price increase, the Company shall submit a written request by e-mail to the Airport's Procurement Manager, together with written documentation sufficient to demonstrate that the increase is necessary based on legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally included.
- c. No proposed price increase shall be valid unless accepted by the Airport in writing. The Airport may approve such price increase for the remaining term of the Contract or for a

shorter specified period, in the Airport's sole discretion. If the Airport rejects such price increase, the Company shall continue to perform under the Contract.

- d. If the Airport approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the Airport shall have the right to terminate the price increase and revert to the prices that were in effect immediately prior to the increase. The Company shall notify the Airport in writing if the market factors on which the Airport granted the increase change such that the Airport's reasons for granting the increase no longer apply.

- 7. Equipment.** Describe and include requirements/specifications of all equipment/product deliverables for this project.
- 8. Options and Accessories.** The Airport may in its discretion purchase from the Company options and accessories beyond what is called for in the Specifications, provided that such purchase does not create unfairness and defeat the purpose of the procurement statutes or policies.
- 9. Warranty.** All equipment and goods supplied under these Specifications shall be covered by the manufacturer's normal written guarantee and/or warranty (minimum of one year) against defects in materials, workmanship and performance.
 - a. Two copies of the manufacturer's written warranty shall be supplied with the equipment.
 - b. It shall be the responsibility of the manufacturer to pay all shipping and crating costs associated with warranty repairs.
 - c. Warranty repairs shall be performed by the contractor at the customer's site on request.
 - d. The equipment warranty will become effective on the date of installation of the equipment by the Airport but shall not exceed 24 months after receipt by the Airport.
- 10. Items under Contract.** The Airport reserves the right to add or delete items to the Contract. If items should become discontinued the Company shall provide an equivalent or the upgraded version at no additional cost.
- 11. Documentation.** The Company will provide, where applicable. For all Work purchased under this Contract, written or electronic documentation that is complete and accurate, and sufficient to enable Airport employees with ordinary skills and experience to utilize such Work for the purpose for which the Airport is acquiring them. Such documentation may take the form of user manuals or online instruction.
- 12. Contract Monitoring/Reporting.** The Company shall furnish reports to CLT detailing the Work completed at the time goods are delivered and/or services are completed. The Company shall maintain complete records of all orders and related transactions throughout the full contract term.

- 13. Compliance With Security Measures.** Company acknowledges and agrees that:
- 13.1 The City's Aviation Department has offices in the secured area of the Terminal, access to which is subject to security measures imposed by the United States ("Airport Security Program") and enforced by the Transportation Security Administration;
 - 13.2. Access to the Aviation Department, to the airfield or other secured area by Company's officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this Contract, and as may be modified from time to time;
 - 13.3. Company's officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges ("Security Badges") issued by the Aviation Director;
 - 13.4. Company shall company and ensure its employees comply with the Airport's Security Standards and AOA Standards, as amended from time to time, which can be found at www.cltairport.com/credentialing; and
 - 13.5. Company may also have to comply with additional project specific requirements, which if applicable, will be included in the Specifications or scope of work of this Contract; and
 - 13.6. City shall not be liable to Company for any diminution or deprivation of Company's rights hereunder on account of the inability or delay of Company or his officers or employees to obtain a Security Badge, regardless of the reason; and
 - 13.7 Pursuant to the discretion of CLT, the Company may be required designate at least two personnel as "authorized signers." The authorized signers must hold a valid CLT badge and are responsible for all required training and the completion of all required documents and process steps to secure and retain valid CLT badges for the employees and subcontractor employees. The authorized signers may need to conduct these activities at the CLT airport.

14. Liquidated Damages. The Company acknowledges and agrees that the Airport may incur costs if the Company fails to meet the certain requirements set forth in this Contract. The Company further acknowledges and agrees that: (a) the Airport may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the Airport might reasonably be anticipated to accrue because of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Company agrees to pay liquidated damages at the rates set forth below. The parties agree that the liquidated

damages set forth below shall be the Airport's exclusive remedy for loss of goodwill and administrative costs attributable to a failure by the Company to meet certain requirements of this Contract but shall not be the remedy for the cost to cover or other direct damages. *[Liquidated damages to be negotiated for final contract.]*

15. Environmental Preferable Purchasing. The Airport promotes the practice of environmentally preferably purchasing in acquiring products. Attributes that may be taken into consideration as environmental criterion (defined below) include the following: recycled content, renewable resources, recyclability, packaging, biodegradability, reduced toxicity, energy and water efficiency, low volatile organic compounds durability and take back options.

Environmental preferable purchasing includes products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product. The Company is encouraged to supply products that contain environmentally preferable attributes. Certification of environmental standards and other environmental claims must be signed by a senior company official and provided to the Airport.

- a. Biodegradability – Products must be capable of decomposing under natural conditions. Please state whether each Product offered in your proposal is biodegradable.
- b. Composability – Products must be capable of composting at a commercial composting facility. Please state whether each product offered in your proposal is compostable.
- c. End of Life Management – Will the manufacturer or designee accept the product back at the end-of-life? (who pays for the transportation of the product may be situation-specific).
- d. Energy Consumption – Please include the total amount of energy consumed for product or service manufacture, use and disposal. Different sources of energy are associated with different environmental impacts.
- e. Energy Efficiency – Products must meet or exceed the Department of Energy (DOE) and Environmental Protection Agency criteria for use of the ENERGY STAR trademark label; or is in the upper 25% of efficiency for all similar products as designated by the U.S. Department of Energy's Federal Energy Management Program.
- f. Life Cycle Management – Please state how many times your product may be reused. (Since reusable products generally require more upfront costs than disposable products, they are often subjected to a cost/benefit analysis to determine the life cycle cost).

- g. Low VOCs – Products should contain low or no volatile organic compounds (VOCs). Please indicate any VOC content in each applicable product offered in your proposal.
- h. Pollution Prevention – Please state your company’s policy on source reduction. The Pollution Prevention Act defines source reduction to mean any practice that: (1) Reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise released into the environment (including fugitive emissions) prior to recycling, treatment or disposal, and (2) Reduces the hazards to public health and the environment associated with the release of such substances, pollutants or contaminants. The term Includes: equipment or technology modifications, process or procedure modifications, reformulation or redesign of products, substitution of raw materials, and improvements in housekeeping, maintenance, training or inventory control.
- i. Recyclability – Please include the types of materials included in your product, and if they are considered recyclable in typical municipal recycling streams.
- j. Recycled Content – Products must contain a certain percentage of recycled content. Please include the amount of recycled content, both pre- and post-consumer, included in your product.
- k. Reduced Packaging – Please include any efforts made to reduce the packaging of the products included in this proposal.
- l. Water Efficiency – Eligible products must meet or exceed the Environmental Protection Agency’s WaterSense program or be water-efficient or low-flow fixtures.

16. Safety and Health.

- a. The Company agrees that it will provide a safe and healthy workplace and to correct any unsafe condition or safety or health hazard. This includes the Company’s commitment to comply with all federal (OSHA), state and local laws and regulations. The Company agrees to promptly investigate all hazards, unsafe conditions and accidents brought to its attention and to promptly mitigate all hazards and unsafe conditions its onsite investigation reveals.
- b. The Company agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the CLT has undertaken or assumed any part of that responsibility.
- c. The Company will provide employees with safety and health orientation and training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials and equipment. The Company agrees to pay employees for attending such orientations and training. The Company will not ask or allow any employee to work or operate any equipment until the employee has received all relevant safety and health training.

- d. The Company will furnish, at its expense, all safety and personal protective equipment (PPE) required by the hazard assessment conducted by the Company prior to beginning work for the protection of employees.

EXHIBIT B
SAMPLE CONTRACT
INCLUDED AS ATTACHMENT 2

RFP# AVIA-24-13, Issue Date 11/17/2023

CONRAC MANAGEMENT AGREEMENT

This CONRAC MANAGEMENT AGREEMENT (this "Contract") is made and entered into as of this ____ day of _____, 20____ by and between the CITY OF CHARLOTTE, NORTH CAROLINA, a North Carolina municipal corporation (the "City"), and _____ a _____ organized and existing under the laws of _____ (the "Company"). City and Company are each a "Party" to this Contract, and together they are its "Parties."

WITNESSETH

WHEREAS, City is the owner and operator of Charlotte Douglas International Airport (the "Airport");

WHEREAS, City owns and operates a consolidated rental car facility and remote service facility at the Airport;

WHEREAS, the City published a Request for Proposals for a Consolidated Rental Car Facility Management Contract on _____ (the "RFP") seeking proposals from qualified facility management companies to operate and manage the consolidated rental car facility and remote service facility; and

WHEREAS, the Company submitted a proposal in response to the RFP, and on the basis of this proposal and subsequent negotiations, the City selected the Company to provide operation and management services for the consolidated rental car facility and remote service facility.

NOW, THEREFORE, in consideration of the terms and conditions in this Contract, which both Parties acknowledge are good and sufficient consideration, the City and the Company hereby mutually agree as follows:

Agreement:

1. DEFINITIONS AND EXHIBITS

1.1 Definitions. The following words, terms and phrases in this Contract will have the meanings respectively ascribed to them below:

- a. "Contract" means this CONRAC Management Contract.
- b. "Contract Year" means any twelve consecutive months commencing July 1 and ending on June 30 of the following calendar year during the Initial or any Extended

Term of this Contract; provided, however, that the first Contract Year will commence on the Commencement Date and end on _____.

- c. "Allowable Operating Expenses" means those approved expenses arising from the operation and management of the Managed Facilities as more particularly defined in Section 6.01 of this Contract. Allowable Operating Expenses must be segregated by the Company into those amounts approved for automatic reimbursement by the City ("Regularly Recurring Expenses") and those amounts requiring requisition by the Company ("Non-recurring Expenses"). Both Regularly Recurring Expenses and Non-Recurring Expenses must be identified by the Company in the Annual Operating Budget.
- d. "Annual Operating Budget" means the annual budget for operating and managing the Managed Facilities submitted by the Company to the City's Aviation Director and the RACs for a Contract Year. The Budget must include a detailed projection of Allowable Operating Expenses for its Contract Year accompanied by the assumptions used to develop the Annual Operating Budget.
- e. "Aviation Director" shall mean the City's Aviation Director, or their duly authorized designee, acting on behalf of the City under this Contract.
- f. "Capital Request" means the list of capital expenditures proposed by the Company to the Aviation Director for the next Contract Year. The Capital Request must contain the Company's requirements for the Managed Facilities and equipment costing over \$1,000 per item.
- h. "Commencement Date" means the date that the Company actually commences operating and managing the Managed Facilities, as identified in a written acknowledgment to the Company by the Aviation Director.
- i. "CONRAC Management Services" (sometimes also called the "Services" or the "Work") means all duties, obligations and responsibilities imposed or assumed by the Company pursuant to this Contract.
- j. "Effective Date" means the date this Contract is last executed by the Parties, at which time this Contract shall be effective for all purposes.
- k. "Financial Summary Report" means the financial summary report prepared monthly by the Company detailing the prior month's financial performance from operating and managing the Managed Facilities. In addition to performance for the current month, the Financial Summary also must include the year-to-date information.
- l. "Fiscal Year" means the City's twelve-month Contract Year, begins each July 1 and ends on June 30.

- m. "General Manager" means the employee of the Company that the Company may designate from time to time, subject to the Aviation Director's approval, which will not be unreasonably withheld, assigned to exercise the duties and responsibilities of Company under this Contract.
- n. "Major Repair" means any repair or replacement in, of, or to any of the facilities or equipment of any of the Managed Facilities where the repair or replacement's estimated or actual cost exceeds Fifty Thousand Dollars (\$50,000.00).
- o. "Managed Facilities" means the (i) On-Airport Rental Car Facility; and (ii) Remote Service Facility, as more particularly described in the RFP.
- p. "Company Offices" means the facilities made available to the Company for its use in operating and managing the Managed Facilities.
- q. "Non-reimbursable Expenses" means those expenses normally considered as general, administrative and other similar expenses of Company as more particularly detailed in Section 6.05 of this Contract for which the Company will not receive reimbursement by the City.
- r. "Procedure Manuals" means the Financial Procedures Manual required pursuant to Section 5.7 of this Contract, the Employment Procedures Manual required pursuant to Section 7.5 of this Contract, and the Policy and Procedures Manual required pursuant to Section 8.1 of this Contract. The Company shall submit the Procedure Manuals to the Aviation Director for approval prior to the Commencement Date. The Company shall amend the Procedure Manuals at the reasonable direction of the Aviation Director and may be amended upon the request of the Company with the approval of the Aviation Director, which shall not be unreasonably withheld. The Company shall supply the Aviation Director with any such revisions or modifications of the Procedures Manual as soon as practicable once updates are made.
- s. "Quarterly Review" means the meeting held at least quarterly between the Aviation Director and the Company to discuss the Company's operating and financial performance under this Contract. Quarterly Reviews will be used as a forum to discuss matters that may include, but are not limited to, changes in operating procedures and conditions, capital, equipment needs, customer service, and other subjects pertaining to the Company's performance.
- t. "RAC" means a company engaged in the business of renting motor vehicles at the Airport pursuant to an Automobile Rental Concession Contract with the City.
- u. "Terminal" means the passenger terminal building at the Airport.
- v. "Termination Date" means the date upon which the Contract is terminated by scheduled expiration or otherwise.
- w. "Uncontrollable Expenses" means the amount of the expenditures incurred by the Company for or in connection with the Managed Facilities and the operation of

them by the Company, agreed to by the Aviation Director, which are not Allowable Operating Expenses included in the Final Budget.

1.2 Incorporation of Exhibits. The following Exhibits are attached to this Contract and incorporated into and made a part of this Contract by reference:

- Exhibit A: Scope of Services
- Exhibit B: CONRAC Management Services (Proposal)
- Exhibit C: Compensation
- Exhibit D: Invoicing
- Exhibit E: Confidentiality Requirements
- Exhibit F: CBI Form 4 — Letter of Intent
- Exhibit H: Floor Plans (Attachments 3-5)

Each reference to the Contract includes all Exhibits. To the extent of any conflict between language in any Exhibit and language in this main body of this Contract, the language in this main body will take precedence over the language in the Exhibit.

2. TERM

2.1 Initial Term. The Initial Term of this Contract will be for a period of three (3) years beginning on the Commencement Date with the option for two one-year contract extensions.

2.2 Extension Term. The City reserves the option to extend the Initial Term of this Contract upon the same, or other mutually acceptable terms and conditions as agreed upon by the Parties in writing, for up to two (2) additional one (1) year terms upon giving the Company written notice of the extension no later than ninety (90) days prior to the expiration of the Initial Term or current Extension Term. The Company will have the right to accept or decline the extension by giving the City written notice no later than thirty (30) days following receipt of City's written notice to Company to extend the

3. MANAGEMENT FEE; CONRAC MANAGEMENT SERVICES

3.1 Management Fee. In consideration of Company's performance of the CONRAC Management Services, the City shall pay the Company a Management Fee in accordance with the Management Fee Schedule in Exhibit C.

3.2 Reimbursement for Expenses. City shall not be required to reimburse or pay for any expenses incurred by Company except as expressly provided in this Contract.

3.3 CONRAC Management Services. The CONRAC Management Services will include the specific duties and obligations of Company with respect to the operation, management, and maintenance of the Managed Facilities as set forth in Exhibit B. The Company will be responsible for providing proper staffing for the operation, management, and maintenance of the Managed Facilities, including, without limitation, hiring and directing the activities of the employees it will use in its operations; disbursing Allowable Operating Expenses and controlling costs and expenditures from its operation and management of the Managed Facilities. The Company shall execute and perform its duties as Company of the Managed Facilities for City in full accordance with this Contract.

3.4 Operations of Company. The Company shall provide adequate personnel to perform the CONRAC Management Services at all times, and the Company shall provide additional or reduced staffing as requested from time to time by the Aviation Director. The Company shall also provide, in accordance with the Annual Operating Budget approved by the Aviation Director as described in Article IV below, all personnel, maintenance services, equipment, machinery, and office equipment and supplies necessary for the uninterrupted and safe operation, management, and maintenance of the Managed Facilities in full compliance with this Contract.

3.5 Modifications to CONRAC Management Services. The City from time to time may, at its sole option, increase or reduce the CONRAC Management Services described in Exhibit B by providing written notice of each increase or reduction to Company. Within thirty (30) days of its receipt of a notice of an increase or reduction in the CONRAC Management Services, the Company shall respond to the City in writing with any proposed fee and/or reimbursement adjustments resulting from the increase or reduction as well as the timeframe for implementation. Modifications to the CONRAC Management Services as well as corresponding adjustments to fees and/or reimbursements will be incorporated into this Contract and the applicable Annual Operating Budget by written amendment.

4. ANNUAL OPERATING BUDGET

4.1 Annual Operating Budget. Each year during this Contract's term, and no later than March 15 of each year, the Company shall submit for Aviation Director's approval a recommended Annual Operating Budget for the next subsequent Contract Year. Within thirty (30) days of receipt of the Annual Operating Budget from the Company, the Aviation Director shall either accept or reject the Annual Operating Budget, or propose modifications. Prior to the commencement of each Contract Year, the Annual Operating

Budget for such Contract Year must have been approved by the Aviation Director in writing. In the event that the Aviation Director has not approved the Annual Operating Budget for a Contract Year, the Annual Operating Budget for the immediately preceding Contract Year will remain in effect until a new Annual Operating Budget is approved by the Aviation Director. Upon the Aviation Director's approval of an Annual Operating Budget, that Annual Operating Budget will be binding upon the Aviation Director and the Company. During Quarterly and Annual Reviews conducted by the Aviation Director, the Company will have the opportunity to discuss and propose amendments to an approved Annual Operating Budget; such amendments, if any, may only be made following the written approval of the Aviation Director, which will not be unreasonably conditioned, withheld or delayed.

- a. The Annual Operating Budget for Contract Years 1 through 3 will be prepared as part of and during the negotiation of this Contract. Once completed and approved, the Annual Operating Budget for Contract Year 1 will be attached to this Contract as Exhibit C. Annual Operating Budgets for subsequent Contract Years will supersede and replace the prior year's Annual Operating Budget once they are approved and take effect.
- 4.2 Quarterly and Annual Review. The Company shall measure and report its performance and the results of its operation and management of the Managed Facilities for each Contract Year during the term of this Contract. The Company shall give its report on its performance, including its statement of Allowable Operating Expenses for the periods being reported on, no less frequently than Quarterly ("Quarterly Review") with the last such Quarterly Review after the close of each Contract Year covering the entire Contract Year (the "Annual Review"). The Annual Review must set forth the Allowable Operating Expenses and Uncontrollable Expenses for the operation and management of the Managed Facilities for the entire Contract Year.
- 4.3 Financial Summary Report. As soon as practical but no later than twenty (20) days following the end of each month, the Company shall prepare a Financial Summary Report that details the prior month's financial performance in terms of Allowable Operating Expenses and Uncontrollable Expenses. The Financial Summary Report must be in a format reasonably acceptable to the Aviation Director. The Company and the Aviation Director will discuss Company's financial and operational performance as reflected in the Financial Summary Reports during Quarterly Reviews and the Reviews.
- 4.4 Annual Audit. Upon reasonable prior written notice to Company, the Aviation Director may conduct a full audit of the Company's books by a firm of qualified independent Certified Public Accountants at the City's expense, relative to Company's operation and

management of the Managed Facilities, and in a manner so as not to unreasonably interfere with the Company's operation and management of the Managed Facilities.

4.5 City's Right to Audit. In addition to the Annual Audit provided for under Section 4.4, the City's auditors (internal and external) will have the right during the term of this Contract, without limitation, at all reasonable times during normal business hours, to audit, check, inspect and review all operating procedures of the Company and all books of account, records, financial reports, financial statements, operating statements, inventory records, copies of federal income and state sales tax returns, work papers and supporting documents relating solely to operations of the Company related to the Managed Facilities, and other pertinent information as may be determined to be needed or desirable by the City. Any such audit will be solely at the City's expense, following reasonable advance written notice to the Company, and carried out in such manner as not to unreasonably interfere with the Company's normal business and operations under this Contract. Provided, however, the Company shall pay the costs of any such audit if the audit discloses a that the Company owes the City amounts totally more than \$10,000. The Parties shall pay or reimburse one another any amounts determined to be owed, as applicable, as a result of any such audit.

4.6 Other Reports. The Company shall also provide any additional information and reports regarding its operations that the Aviation Director may reasonably require.

4.7 Record Retention. The Company shall retain and maintain all records and documents relating to this Contract as required by the laws of the state of North Carolina relating to public records and the retention and destruction of such documents.

5. ALLOWABLE OPERATING EXPENSES

5.1 Allowable Operating Expenses. The Company, on behalf of the City, shall pay all Allowable Operating Expenses as set forth in this Article V. Allowable Operating Expenses will include, but not be limited to, material costs, inventory costs, payroll and related expenses, uncollectable items, utilities, bonds, insurance as required in Article X of this Contract, maintenance, repair, sales taxes and any other taxes on purchases, and such other operating expenses approved by the Aviation Director or described in the approved Annual Operating Budget. Allowable Operating Expenses, notwithstanding anything contained in this Contract to the contrary, will be the net of any and all discounts and allowances earned and/or realized by the Company as a result of doing business at the Airport. Expenses incurred by the Company that are not approved by the Aviation Director as part of an approved Annual Operating Budget or as Uncontrollable Expenses, as defined in Section 5.3, will not be an obligation of City.

5.2 Payment of Allowable Operating Expenses. The Company shall establish and maintain a bank account in its own name ("Operating Account") for the purpose of disbursing payments on behalf of the City for Allowable Operating Expenses. On or before the Commencement Date, the City shall cause to be deposited to the Operating Account an initial advance to Company of an amount equal to two months of Allowable Operating Expenses provided for in the approved Annual Operating Budget for the first Contract Year. On or before the first day of each and every consecutive month following the Commencement Date during this Contract's term, City shall cause to be deposited in the Operating Account (i) an amount equal to the monthly pro rata amount of the Allowable Operating Expenses of the approved Annual Operating Budget for the Contract Year for which such deposit is made, (ii) an amount equal to all sales taxes and other taxes deposited in the Operating Account for the previous month to be remitted to the proper taxing authority on behalf of the City, and (iii) advances requested by Company from time to time to ensure that there is an adequate balance in the Operating Account to pay invoices as they become due.

5.3 Reimbursement for Uncontrollable Expenses. City acknowledges that Company may incur Uncontrollable Expenses during one or more Contract Years. Should Company anticipate or incur any Uncontrollable Expenses, it shall promptly notify and meet with the Aviation Director as soon as reasonably possible to explore means to avoid or mitigate the amount of such Uncontrollable Expenses. The Aviation Director shall in good faith promptly consider the circumstances causing the Uncontrollable Expenses and to the extent the Company reasonably establishes that the Uncontrollable Expenses were not the result of willful, wanton, intentional acts (excepting intentional acts deemed necessary by the Company to prevent danger to life or damage to property), gross negligence of Company or matters beyond Company's control, Aviation Director shall authorize and make the prompt payment thereof, or reimbursement of such Uncontrollable Expenses to the Operating Account, as the case may be.

5.4 Non-Reimbursable Expenses. Unless otherwise approved as part of the Annual Operating Budget for a given Contract Year, or specifically authorized in writing by the Aviation Director, Company shall not be reimbursed for Non-Reimbursable Expenses of the following like and kind:

- a. Corporate overhead and cost allocations;
- b. Legal fees not incurred in the course of Company's management and operational duties or obligations hereunder;
- c. Charitable and political contributions;

- d. Travel and entertainment except where required as a part of approved operating and marketing costs;
- e. Corporate public relations, gifts, dues and memberships;
- f. Any penalties, assessments or fines issued by any court or authorized government entity or agency, unless such results from the direct action or inaction of City or incurred in the course of Company's management and operational duties and obligations hereunder.

5.5 Cash Losses. Company shall act as custodian of and safeguard until deposited with City all cash and other receipts of City with respect to the Managed Facilities. All cash losses, including cash losses arising out of the criminal acts of officers, employees or agents of Company, will be the responsibility of Company. Any cash losses caused by a criminal act must be supported by copies of filed police reports.

5.6 Prompt Payment. Provided there has been no delay or default by City in making necessary funds available to it, Company shall make prompt and timely payment of all its obligations arising out of this Contract. Company shall pay from its own funds any penalty, fine or like assessment resulting from any intentional or grossly negligent late payment of any such obligation under this Contract; provided Company has not been delayed in receipt of authorization to pay such obligation by action, breach or inaction of City.

5.7 Financial Procedures Manual. Company shall prepare and provide the Aviation Director with a Financial Procedures Manual which sets forth, among other things, internal accounting procedures and auditing controls reasonably requested by the Aviation Director.

6. FACILITIES

6.1 Managed Facilities. City has caused the Managed Facilities to be constructed and equipped as described in Exhibit D. Company shall be responsible (pursuant to an approved Annual Operating Budget) for budgeting and providing for all operating requirements and all equipment and furnishings necessary to operate and maintain the Managed Facilities, whether requested by Company or City. The City owns all equipment and furnishings installed or obtained in connection with the Managed Facilities. Company shall not sell or dispose of City-owned equipment, furnishings or other items without the express approval of City.

6.2 Alterations to Managed Facilities by Company. Without the prior written consent of City, Company shall not (a) make any improvements, additions, alterations, or modifications that will permanently alter any portion of the Managed Facilities or Airport premises; or

(b) remove or demolish, in whole or in part, any improvements in or on the Managed Facilities or any other portion of the Airport premises.

6.3 Maintenance or Repairs Attributable to the RACs. To the extent any CONRAC Management Services are required by reason of the neglect, carelessness, misuse or other acts or omissions of a RAC or any of its employees, agents, contractors, subcontractors or other representatives, the City will not be responsible for payment of the cost and expense of such CONRAC Management Services, and Company shall seek payment for the cost and expense therefor from such RAC.

6.4 Major Repairs to Managed Facilities. Subject to the provisions of this Contract, and except for damage caused by, or replacement or repairs required as a result of, any act or omission of the Company or any RAC, City will be responsible at its sole cost and expense for Major Repairs to the Managed Facilities that are required during the term of this Contract. If City is required to repair any damage to the Managed Facilities caused by the Company or its subcontractors, vendors, agents or other representatives, Company shall reimburse City for the costs and expenses of such repairs immediately upon receipt from City of the amount of such repairs. Company shall promptly report in writing to City any defective condition known to Company that might require a Major Repair pursuant to Section 6.1 above. In the event of any dispute as to whether a specific maintenance matter is properly classified as part of the CONRAC Management Services to be performed by Company or a Major Repair to be performed by City, the decision of the City as to the classification thereof will be final and controlling.

6.5 Damage or Destruction to the Facilities. If the Managed Facilities are destroyed or so damaged as to be rendered unfit or unusable for the use and purpose for which this Contract is granted, without fault on the part of Company or its employees or agents, either Party will have the option without further liability to the other Party, upon five (5) days' notice in writing, to terminate this Contract.

6.6 Company Offices. In connection with the Company's performance of the CONRAC Management Services under this Contract, the City shall provide office space to the Company as may be reasonably necessary for Company's performance of the CONRAC Management Services during the term of this Contract. Company shall pay the reasonable and customary charges for the Company Offices, which charges will be an Allowable Operating Expense.

7. PERSONNEL

- 7.1 Staffing. Company shall furnish sufficiently trained personnel, including qualified, competent and experienced supervisory and clerical staff, necessary to operate and manage the Managed Facilities in compliance with the terms of this Contract and all applicable federal, state and local laws, statutes, regulations and ordinances. Company shall add or reduce personnel as required by the City, and City shall endeavor to provide Company reasonable notice of any conditions, circumstances or operational fluctuations that may require changes to staffing levels. Company shall ensure that in the performance of any of the CONRAC Management Services that Company's employees, subcontractors, agents and other representatives shall (a) comply all of the City's and Airport's applicable rules and regulations regarding security and confidentiality; and (b) be trained and licensed (if applicable) to operate any equipment or vehicles in connection with the performance of Company's responsibilities hereunder. Company shall perform background checks on all personnel as part of its hiring process.
- 7.2 Personnel Standards. Company shall instruct its employees to appear clean, neat, well-groomed and professional on the job at all times and discharge their duties in a cooperative, courteous and efficient manner. Upon receipt of notice from City, Company shall immediately remove, reassign or relocate any employee, subcontractor, agent or other representative who violates any federal, state or local laws, rules or regulations; Airport policies and procedures as may be amended from time to time; or otherwise engages in conduct that is, in the sole discretion of the Aviation Director, deemed to not be in the best interest of the Airport.
- 7.3 Uniforms and Badges. Company shall provide all employees, subcontractors, agents and other representatives with uniforms and identification badges of a type and style that is subject to the approval of the Aviation Director. Company's employees, subcontractors, agents and other representatives shall wear the approved uniform and identification badges at all times while engaged in the performance of the CONRAC Management Services. The cost of providing uniforms and identification badges will be an expense of the Company and will not be a part of Allowable Operating Expenses.
- 7.4 General Manager and Supervisors. Company shall select and employ a General Company and such supervisors as are necessary to operate, manage and maintain the Managed Facilities and whose only responsibility will be to ensure the proper operation and management of the Managed Facilities in compliance with the terms and conditions of this Contract and all applicable federal, state and local laws, regulations, rules and ordinances. Company shall designate a qualified and experienced general manager to oversee Company's operations at the Managed Facilities who must have a minimum of three (3) years of experience in a supervisory position in managing the operations of a

facility substantially similar to the Managed Facilities. During the Term, Company shall maintain an office furnished by the City, where the General Manager must ordinarily be available during regular business hours. When the General Manager is absent from the Airport, a qualified and experienced supervisor must serve in the General Manager's stead and be in charge and available at the Manager's Office. The General Manager or the supervisor must be on duty at the Managed Facilities from at least 6:00 am through 10:00 pm each day, seven (7) days per week, 365 days per year, and the General Manager or supervisor must be available by telephone at all other times. If Company desires to terminate or reassign its General Manager or a supervisor during the term of this Contract, it may do so only after providing the Aviation Director with notice of the proposed termination or reassignment as well as the complete contact information for the replacement General Manager or supervisor.

7.5 Employee Procedures Manual. Company shall provide the Aviation Director with a copy of its Employee Procedures Manual, which Company shall adopt and apply to its performance under this Contract. Company shall also take the necessary steps to ensure that its employment practices are consistently enforced and comply with all applicable federal, state, and local laws, rules and regulations.

7.6 Compliance with Airport Security Requirements. Company acknowledges that City is subject to various and changing requirements imposed by the United States Department of Homeland Security, the United States Department of Transportation and various federal and state laws. Company shall cooperate with Aviation Director and regulatory and law enforcement agencies and authorities to develop and implement a security program for the Managed Facilities that is acceptable to the Aviation Director and such agencies and authorities. Company shall adhere to and consistently enforce the approved security program(s) at the Managed Facilities.

7.7 Relationship of Parties. Officers, agents and employees of Company will not be deemed to be employees of City for any purpose whatsoever. The Parties agree that Company is an independent contractor and not subject to direction and control of the City except as specified in this Contract and except by general rules and regulations adopted for the control and regulation of the Airport and its facilities.

7.8 Employee Relations Expenses. Company shall not be reimbursed by City for any legal or other expenses with respect to employee relations matters attributable solely to employees of Company and resulting solely from its actions, unless prior written approval is granted by Aviation Director. For the purposes of this Contract, employee relations will include, without limitation, workers compensation disputes, conflict and grievance

resolution and other disputes or issues that may arise between Company and its employees.

7.9 Employee Parking. Aviation Director shall provide identification for use of the Employee Parking Lot on the Airport for all authorized employees of Company. A list of current employees must be furnished by Company to Aviation Director on a monthly basis.

7.10 Subcontractors. Company shall manage the delivery of the CONRAC Management Services by skilled and qualified subcontractors and vendors in sufficient number to render the CONRAC Management Services in the manner required by this Contract. All subcontracts must conform to this Contract and must be executed by Company upon the Aviation Director's prior written approval, which approval will not be unreasonably conditions, withheld or delayed. Company shall consistently employ effective methods of subcontractor/vendor qualification, selection, work quality control, contracting, invoicing, development and evaluation and will be responsible and liable to the City for the performance of any CONRAC Management Services subcontracted. All subcontractors and vendors must be properly licensed as required by applicable law and have all necessary permits and insurance required for the work to be performed under this Contract.

8. OPERATIONAL REQUIREMENTS

8.1 Policy and Procedures Manual. In addition to the Financial Procedures Manual and the Employment Procedures Manual required pursuant to Sections 5.7 and 7.5 respectively, Company shall develop, subject to the approval of Aviation Director, a Policy and Procedures Manual(s) describing its policies and procedures for operating the CONRAC. This manual must at least cover the following:

- a. Employee Training;
- b. Operational procedures;
- c. Facilities maintenance and cleanliness programs;
- d. Quality control programs and procedures.

8.2 Commodities and Equipment. Company shall provide and maintain a sufficient supply of expendable commodities and supplies and provide all furnishings, fixtures and equipment authorized in the Annual Operating Budget or authorized in writing by Aviation Director with title to same being vested in City upon delivery to the Airport or installation at the Managed Facilities.

- 8.3 Injury or Damage. In the event of any injury to any person or loss or damage to any property in the Managed Facilities, Company shall promptly notify Aviation Director and as reasonably soon as available, furnish copies of relevant reports in connection therewith.
- 8.4 Property and Equipment Record-Keeping. On or before (1) the Commencement Date; (2) the last day of each Fiscal Year (if requested by the Aviation Director); and (3) the termination of this Contract, Aviation Director and Company shall cause an inventory to be taken listing all items of property and equipment belonging to City and having a normal useful life in excess of one (1) year made available by City to Company to be used in the operation of the Managed Facilities or otherwise purchased with City funds for use at the Managed Facilities. Company shall establish appropriate controls, subject to review and approval by Aviation Director, to prevent pilferage, thefts, disappearances or other losses of property from inventory. Company throughout the term of this Contract shall maintain a current and up-to-date capital inventory, which must be regularly submitted to the Aviation Director, listing, in writing, all additions to or deletion from the inventory.
- 8.5 Complaints. Company shall respond promptly and professionally to all complaints made to it related to this Contract or the Managed Facilities. All such complaints and the corresponding responses must be made available to the Aviation Director upon request. In the event a complaint involves public health or injury, the Aviation Director must be given notice and a description of the complaint as soon as possible under the circumstances. Decisions regarding final resolution to complaints must be made only by the Company through its general manager and/or supervisors.

9. **GENERAL WARRANTIES.** Company represents and warrants that:

- a. It is a legal entity, validly existing and in good standing under the laws of the State or Country where it is registered, and is qualified to do business in North Carolina;
- b. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- c. The execution, delivery, and performance of this Contract have been duly authorized by Company;
- d. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
- e. In connection with its obligations under this Contract, it, and any of its subcontractors, shall comply with all applicable federal, state and local laws and regulations and shall obtain and provide to the City all applicable permits and licenses within ten (10) days

of the Company receiving notice of award and within twenty-four (24) hours of demand at any time during the term; and

- f. The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- g. The Company has sufficient expertise and resources to perform under this Contract.
- h. The Work shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
- i. The Company guarantees the materials and workmanship on all materials and services provided under the Contract and that it will fix any defects at its own expense that are discovered during the guarantee period at the time designated by and to the satisfaction of the Airport;
- j. All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge; and
- k. The work and services provided by the Company under this Contract will not infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.

All of the above provisions are Surviving Provisions, as defined later in this Contract.

10. **INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless the City and the City's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from Company's performance, or allegations thereof, under this Contract, except to the extent that the claims, losses, damages, obligations, liabilities and expenses are caused by the negligence of the City, or the City's officers, agents and employees. Such liabilities shall include those arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any of its subcontractors. Company shall purchase insurance, as described in Sections 11 and 12 of the Contract, which shall include coverage for the contractual liability described herein. In any case in which Company provides a defense to the City pursuant to this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. This is a Surviving Provision, as defined later in this Contract.
11. **INSURANCE.** The Company shall provide and maintain at its expense during the term of this Contract the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the City as approved by the City's Risk Management Division and evidence of such programs satisfactory to the City shall be delivered to the City on or before the effective date of this Contract. Such evidence shall specifically identify this

Contract and shall contain the express condition that the **City is to be given written notice within ten (10) days of any modification or termination of any program of insurance.**

- a. Automobile Liability. Evidence of current automobile insurance (attach copy of automobile Policy declarations Page(s) in the case of Personal Auto) which show the vehicle and coverage amounts as the appropriate one of the following:
 - i. If the Company owns or leases commercial vehicles to provide goods or perform a service under this Contract, Automobile Liability must be provided at a limit of not less than \$1,000,000 per accident, combined single limit, each occurrence, for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.
 - ii. If the Company does not own or lease any vehicles, but has employees using their vehicles to perform a service under this Contract, Company must provide Hired/non-owned Automobile Liability coverage at a limit of not less than \$1,000,000 per occurrence aggregate.
 - iii. If the Company does not own or lease any commercial vehicles to perform services under this Contract, and has no employees using their vehicles to perform services under this Contract, but uses his or her own personal vehicle to perform services under this Contract, Personal Automobile Liability may be provided at limits of not less than \$100,000 each person, \$300,000 each accident and property damage liability of \$50,000.
 - iv. If the Company is trucking fuel, the Automobile Liability coverage shall be broadened to include pollution coverage on covered autos, and a copy of endorsement CA 99 48 shall be provided to the City. Company must also supply the City with evidence of motor carrier endorsement MCS-90 as required by the Federal Motor Carrier Safety Administration's Motor Carrier Act.
 - v. However, if the Company has access to the Aircraft Operation Area (AOA), all automobile liability insurance limits shall increase to \$5,000,000.00 per accident, combined single limit, each occurrence.
- b. Commercial General Liability. Insurance with a limit not less than \$1,000,000 [\$5,000,000 (inside the fence)] per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.
- c. Worker's Compensation and Employers Liability. Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit. **If the Company does not employ more than**

2 full time employees, Company must attest this fact on company letterhead and include such letter in this Contract.

12. OTHER INSURANCE REQUIREMENTS.

- 12.1. "City of Charlotte, 600 East Fourth St. Charlotte, NC 28202" shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this Contract.
- 12.2. The Company shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this section and furnished the City with proof of insurance coverage by certificates of insurance accompanying the Contract.
- 12.3. The Company shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.
- 12.4. All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the Company must submit evidence of the right to self-insure as provided by the State of North Carolina.
- 12.5. The Company insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this Contract. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees.
- 12.6. The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the Company and/or subcontractor.

13. TERMINATION.

- 13.1. TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving thirty (30) days written notice to the Company.
- 13.2. TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
 - 13.2.1. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such

default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

13.2.2. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or

13.2.3. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

13.2.4. Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.

13.3. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

13.3.1. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with the solicitation, or any covenant, agreement, obligation, term or condition contained in this Contract; or

13.3.2. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements or failure to provide the proof of insurance as required by this Contract.

13.3.3. The Company fails to meet delivery times or the Work does not comply with the terms of this Contract as set forth in **Exhibit B**.

13.3.4. TERMINATION CONVERSION. If the Contract is terminated by the City for cause but it is later conclusively determined that the Company has not in fact defaulted, the termination shall be deemed to have been effected for the convenience of the City and the Company shall be paid through the date of the termination.

- 13.4. NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 13.5. OBLIGATIONS UPON EXPIRATION OR TERMINATION. In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all services in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Work performed under this Contract to the date of termination.
- 13.6. NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of the Work or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 13.7. AUTHORITY TO TERMINATE. The Aviation Director or his designee is authorized to terminate this Contract on behalf of the City.

This entire Termination Section, including all subsections, is a Surviving Provision, as defined later in this Contract.

14. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Work, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. This is a Surviving Provision, as defined later in this Contract.

15. **REMEDIES.**

15.1. Right to Cover. If the Company fails to meet any completion date or resolution time set forth in this Contract (including all Exhibits), the City may take any of the following actions with or without termination this Contract, and in addition to and without limiting any other remedies it may have:

15.1.1. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Work from a third party until the matter is resolved and the

Company is again able to resume performance under this Contract; and

- 15.1.2. Deduct any and all expenses incurred by the City in obtaining or performing the Work from any money then due or to become due to the Company and, should the City's cost of obtaining or performing the Work exceed the amount due the Company, collect the amount due the City from the Company.
- 15.2. Right to Withhold Payment. If the Company breaches any provision of this Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
- 15.3. Setoff. Each party shall be entitled to setoff and may deduct from any amounts owed to the other party under this Contract all damages and expenses incurred as a result of the other party's breach of this Contract.
- 15.4. Other Remedies. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy. However, under no circumstances shall the Airport be liable to the Company for damages arising from delay, whether caused by the Airport or not.

This entire Remedies Section, including all subsections, is a Surviving Provision, as defined later in this Contract.

16. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
17. **AUDIT.** During the term of this Contract and for a period of three (3) years after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate the Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, related to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit. This is a Surviving Provision, as defined

later in this Contract.

18. **RECORDS.** The Company shall be responsible for keeping a record that accurately states the number of hours worked or quantity of goods provided by the Company in the process of providing the Work under the terms of the Contract. The City shall have the right to audit the Company's invoices, expense reports and other documents relating to the Work performed under the Contract, and shall not be required to pay for Work which did not occur or which occurred in breach of the Contract. The Company shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, whenever requested by the City. This is a Surviving Provision, as defined later in this Contract.
19. **INSPECTION.** The Airport reserves the right to inspect the equipment, plant or other facilities of the Company to confirm that such conform with the requirements set forth in **Exhibit B** and are adequate and suitable for proper and effective performance of this Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company.
20. **COMPANY PERSONNEL.** City has the right to require any additional personnel it deems necessary for the Services. The City also has the right to require removal and replacement of any personnel it deems unsatisfactory. The Company shall also assure:
 - 20.1. That its employees, agents and sub-consultants who normally and regularly come in direct contact with the public shall be clearly identifiable by name badges, name tags, or identification cards.
 - 20.2. Where applicable, that its employees, agents and sub-consultants serve the public in a courteous, helpful, and impartial manner. All employees of the Company in both the field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior or language shall be the responsibility of the Company.
21. **DUTY OF THE COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.** The Company shall identify and request in writing from the City in a timely manner the following:
 - 21.1. All information reasonably required by the Company to perform each task comprising the Work;
 - 21.2. The City's personnel whose presence or assistance may reasonably be required by the Company to perform each task comprising the Work; and
 - 21.3. Any other equipment, facility or resource reasonably required by the Company to perform the Work.

Notwithstanding the foregoing, the Company shall not be entitled to request the City provide

information, personnel or facilities other than those which **Exhibit B** specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources that is not required under **Exhibit B** or requested in writing. However, where the Company provides written notice and the City fails to provide included information, personnel, facility or resources, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by the Company for any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

22. **COMPLIANCE WITH SECURITY MEASURES.** Company acknowledges and agrees that:

21.1. The City's Aviation Department has offices in the secured area of the Terminal, access to which is subject to security measures imposed by the United States ("Airport Security Program") and enforced by the Transportation Security Administration;

21.2. Access to the Aviation Department, to the airfield or other secured area by Company's officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this Contract, and as may be modified from time to time;

21.3. Company's officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges ("Security Badges") issued by the Aviation Director;

21.4. Company shall company and ensure its employees comply with the Airport's Security Standards and AOA Standards, as amended from time to time, which can be found at www.cltairport.com/credentialing; and

21.5. Company may also have to comply with additional project specific requirements, which if applicable, will be included in the Specifications or scope of work of this Contract; and

21.6. City shall not be liable to Company for any diminution or deprivation of Company's rights hereunder on account of the inability or delay of Company or his officers or employees to obtain a Security Badge, regardless of the reason; and

21.7 Pursuant to the discretion of CLT, the Company may be required designate at least two personnel as "authorized signers." The authorized signers must hold a valid CLT badge and are responsible for all required training and the completion of all required documents and process steps to secure and retain valid CLT badges for the employees and subcontractor employees. The authorized signers may need to conduct these activities at the CLT airport.

23. **NON-DISCRIMINATION.** Company agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at

<http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Vendor consents to be bound by the award of any arbitration conducted thereunder.

24. FEDERAL CIVIL RIGHTS REQUIREMENTS.

- 24.1. General Civil Rights. In all its activities within the scope of its airport program, the Company agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identify), age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. The above provision binds the Company from the solicitation period through the completion of the contract. The above provision also obligates the Company 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:
- 24.2. 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
- 24.3. the period during which the airport Sponsor or any transferee retains ownership or possession of the property.
- 24.4. Civil Rights – Title VI Assurances. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees as follows:
- 24.4.1. Compliance with Regulations: The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. The current version of the Title VI List of Pertinent Nondiscrimination Statutes and Authorities is included in Section 24 below.
- 24.4.2. Non-discrimination: The Company, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of

equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and the Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- 24.4.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Company 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 Company of the Company's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- 24.4.4. Information and Reports: The Company 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 Nondiscrimination Acts and Authorities and instructions. Where any information required of a Company is in the exclusive possession of another who fails or refuses to furnish the information, the Company 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.
- 24.4.5. Sanctions for Noncompliance: In the event of a Company'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 Company under the contract until the Company complies; and/or (ii)Cancelling, terminating, or suspending a contract, in whole or in part.
- 24.4.6. Incorporation of Provisions: The Company will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Company 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 Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Company may request the United States to enter into the litigation to protect the

interests of the United States.

25. **TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES.** During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- 25.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 25.2. 49 CFR part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - 25.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - 25.4. Section 504 of the Rehabilitation Act of 1973, (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
 - 25.5. The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
 - 25.6. Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - 25.7. The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - 25.8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC §12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodations, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
 - 25.9. The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - 25.10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority

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populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- 25.11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. at 74087 (2005)];
- 25.12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 *et seq.*).
26. **COMPANY WILL NOT SELL or DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract. This is a Surviving Provision, as defined later in this Contract.
27. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's Project Manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises. Further, the Company shall be responsible for any damage to or loss of the City's equipment or facilities arising out of the negligent or willful act or omission of the Company or its subcontractor.
28. **NO LIENS.** All products provided under this Contract shall be delivered and remain free and clear of all liens and encumbrances.
29. **BACKGROUND CHECKS.** Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under the Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under the Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven years; and (b) a reference check.
 - 29.1. The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

29.2. The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

29.3. The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background-checks conducted by the City are subject to public review upon request.

30. **CHARLOTTE DIVERSITY AND INCLUSION PLAN.** The City is committed to diversity and inclusion and complies with two different programs, the Charlotte Business INclusion (“CBI”) Program and the Disadvantaged Business Enterprise (“DBE:”) Program, depending on the funding source associated with the Work. The terms and conditions of the applicable program are attached hereto in **Exhibit ____**.

31. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
	Charlotte Douglas International Airport
	Attn:
	5601 Wilkinson Boulevard
	Charlotte, NC 28208
	Phone: 704-
	Fax:
	E-mail:
With Copy To:	With Copy To:
	Charlotte Douglas International Airport
	Attn:
	5601 Wilkinson Boulevard
	Charlotte, NC 28208

	Phone:
	Fax:704-3
	E-mail:

All other notices shall be sent to the other party at the most recent address provided in writing by the other party.

This entire Notice Section is a Surviving Provision, as defined later in this Contract.

32. MISCELLANEOUS.

- 32.1. Non-Exclusivity. The Company acknowledges that it is one of several providers of the Work to the City and the City is not obligated to contract with the Company for any particular project.
- 32.2. Time is of the Essence. Time is of the essence in having the Company perform all Work and deliver all items within the time frames provided by this Contract and **Exhibit B**, including all completion dates, response times and resolution time. Except as specifically stated in the Contract, there shall be no extensions of the stated time frames. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless the Contract provides otherwise for a specific situation.
- 32.3. Entire Contract. This Contract including all Exhibits constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and Bid, written or oral. This is a Surviving Provision, as defined later in this Contract.
- 32.4. Amendment. No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.
- 32.5. Assignment , Transfer and Subcontracting. No part of this Contract shall be assigned, transferred or subcontracted by the Company, absent prior written approval by the City, which shall not be unreasonably withheld.
- 32.6. Service Changes and Change Orders. In the event changes to the Work (collectively "Change"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written amendment to this Contract executed by both parties. The amendment shall set forth in detail (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Work including the impact on all delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a written request for the Change. If the receiving party does not accept the Change within ten (10) days, the receiving party shall be deemed to have rejected the Change request. If the parties cannot reach an agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase the amounts payable by the City require execution by the Aviation Director or a designee depending on the amount. Some increases may require execution by the City Manager or a designee or approval by Charlotte City Council.

- 32.7. Governing Law and Jurisdiction. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought exclusively in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This provision's requirement to bring any legal action or other proceeding exclusively in Mecklenburg County will not apply to an action or proceeding that is pursued solely to enforce a judgment or other ruling by a court in Mecklenburg County, North Carolina. This is a Surviving Provision, as defined later in this Contract.
- 32.8. Binding Nature and Assignment. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 32.13 constitute an assignment.
- 32.9. Survival of Provisions. Certain provisions in this Contract ("Surviving Provisions") will survive this Contract's expiration or termination. A Surviving Provision is any Contract provision that: (1) this Contract expressly identifies as a Surviving Provision or (2) could reasonably be expected to be performed after this Contract's termination or expiration, regardless of whether expressly identified as a Surviving Provision. This is a Surviving Provision.
- 32.10. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of this Contract can be determined and

effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

- 32.11. No Manufacturer or Dealer Advertisement. No manufacture or dealer shall advertise on goods delivered to the Airport without prior approval by the Aviation Director, or his designee.
- 32.12. Waiver. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 32.13. Change in Control. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 32.14. Force Majeure. Neither party hereto shall be liable to the other for any failure, delay or interpretation in the performance of any of the terms, covenants, or conditions of this Contract due to causes beyond the control of that party including, but not limited to, court order, shortages of materials, acts of God, act of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or other circumstances for which such party is not responsible, which the party cannot reasonably circumvent or which are not in its power to control, for as long as such cause continues. This Section does not include strikes, slow-downs, walkouts, lockouts and individual disputes.
- 32.15. No Limitations on Disclosure. The Company agrees that the Airport shall be able to disclose and distribute to any persons or entities, without restrictions, all Work and samples provided under this Contract or the ITB. The Company specifically agrees that the Airport can and will provide samples of the Work provided under this Contract to the Company's competitors in any future procurement process. This is a Surviving

Provision.

- 32.16. No Bribery. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract. This is a Surviving Provision.
- 32.17. Familiarity and Compliance with Laws and Ordinances. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Work. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 32.18. Taxes. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Work. This is a Surviving Provision.
- 32.19. Prompt Payment. Provided that there has been no delay or default by city in making necessary funds available to it, Company shall make prompt and timely payment of all its obligations arising out of this Contract. Company shall pay out of its own funds any penalty, fine or like assessment resulting from any intentional or grossly negligent late payment of any obligation related to this Contract. City shall have the right to contact Company's vendors to verify compliance with this provision. This is a Surviving Provision.
- 32.20. Ownership of Work Product. The City shall own title to and all intellectual property rights in and to all documents, reports, specifications, designs, developments, computations, and other materials prepared, obtained or delivered under the terms of this Contract (collectively the "Deliverables"). The City may use, transfer, copy and distribute the Deliverables without restriction or limitation. The City accepts responsibility for any changes made by the City to these Deliverables after final submittal by the Company. The City acknowledges and agrees that the Company may retain one copy of each Deliverable and use the Deliverable solely for its internal general reference. Any modification of the Deliverables by the City without the involvement of the Company shall be at the sole risk of the City. The Company shall cooperate with and provide reasonable assistance to the City as necessary to obtain or enforce any patents, copyrights or other proprietary rights in the Deliverables and to execute all Deliverables necessary to give the City full legal ownership of such Deliverables. The Company shall also take all necessary actions to ensure that all employees and approved subcontractors engaged by the Company in connection with the Contract are bound by the terms of this Section. The Company shall, as required

for the performance under this Contract and otherwise upon the request of the City or upon expiration or termination of this Contract, deliver to the City all Deliverables. Company acknowledges that all information included in the material provided under this Contract is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Company may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, CLT reserves the right to review and make any final determination on if any material submitted is in fact protected by an exception to North Carolina's public record law. Company agrees that the City may reveal any trade secrets or confidential information to City staff, consultants or third parties assisting with this Contract. Where information is marked Trade Secret or confidential, Company agrees as a separate indemnity, to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with the City choosing to withhold any material based on Company's designation of said material as a trade secret or confidential. This is a Surviving Provision.

- 32.21. Approvals. All approvals or consents required under this Contract must be in writing.
- 32.22. Confidentiality Requirements. The Company acknowledges that it is bound by all terms and conditions contained in the Confidentiality Requirements with respect to any confidential information which it obtains access to in connection with this Contract. A signed copy of the Confidentiality Requirements is attached hereto as part of **Exhibit _____**. This is a Surviving Provision.
- 32.23. e-Builder. Company may be required to use the City's web-based project control software ("e-Builder") for records retention and management of all Work documentation. Information on e-Builder can be found at www.e-builder.net. Documents, forms, and processes that will be used in e-Builder by the City, City's representatives and Company include but are not limited to: project drawings (including as-builts), submittals, required reports, project photos, project schedule, requests for information, change notices, change requests, project plan, letters, meeting notifications, meeting minutes and other communication. If an item is not covered by e-Builder, submission shall be as directed by the City or City's representative. City will provide access and technical service for five (5) e-builder licenses at no cost to the Company. Any additional e-Builder licenses will be the responsibility of the Company to purchase as needed. The City will provide training at no cost to the Company.
- 32.24. Publicity and Other Public Statements. Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or

- reference to this Contract to the general physical description and location of the approved final design or product of the Work. Descriptions of conceptual or alternative designs or products considered for the Work shall not be included in advertising, sales or other materials. As a condition of entering into this Contract, the Company further agrees to refrain from the following, absent the City's prior written approval: (1) making any statement to the media or public regarding the subject matter of this Contract or the City's position on any issue relating to this Contract; or (2) making any statement to the media or public on any issue which, in the City's judgment, is likely to cast doubt on the competence or integrity of the City or the Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the City may have, shall entitle the City to terminate this Contract for default. This is a Surviving Provision.
- 32.25. No Third-Party Benefit. The provisions of this Contract are for the sole benefit of the Parties hereto. Except as expressly provided herein, this Contract neither confers any rights, benefits, or claims upon any person or entity not a Party hereto nor precludes any actions against, or rights of recovery from, any persons or entities not Parties hereto. This is a Surviving Provision.
- 32.26. E-Verify. Unless otherwise exempted, Company shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Company utilizes a subcontractor, Company shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- 32.27. NC Prohibitions on Contracts with Companies that Invest in Iran or Boycott Israel. Company certifies that (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a company engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract, Company further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to Company appearing on The Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.
- 32.28. Construction of Terms. Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply. This is a Surviving Provision.

32.29. Days. Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days.

32.30. Conflict of Interest. The Company will not take any action that is or is likely to be perceived as conflict of interest under this Contract. The Company or its subcontractor has not made and will not make any gifts to City employees or officials in connection with this Contract.

33. **NON-APPROPRIATION OF FUNDS**. If the City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

[ENTER COMPANY NAME]

CITY OF CHARLOTTE

BY: _____

BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act."

EXHIBIT A – SCOPE OF SERVICES

RFP# AVIA-24-13, Issue Date 11/17/2023

EXHIBIT B - CONRAC MANAGEMENT SERVICES (Proposal)

RFP# AVIA-24-13, Issue Date 11/17/2023

EXHIBIT C – COMPENSATION – ANNUAL OPERATION BUDGET

RFP# AVIA-24-13, Issue Date 11/17/2023

EXHIBIT D - INVOICING REQUIREMENTS

Payments shall be made for fees and reimbursable costs, if applicable, upon submission of an invoice stating the nature and quantity of work performed and accompanied by proper supporting documentation, including without limitation, itemized receipts, as the City may require. Costs, including, without limitation, labor, material, and reimbursable expenses, shall be itemized on each invoice. Failure to submit full supporting documentation may be cause for invoice rejection or delay in payment. In order to more efficiently process payments, the Aviation Department requests compliance to the following:

1. **Request a purchase order (PO) before delivering goods and/or services** unless a P Card is being used to facilitate the payment transaction.
2. **All invoices must clearly state:**
 - a. Company Name and Address
 - b. City of Charlotte vendor registration number
 - c. Company invoice number (if applicable)
 - d. City of Charlotte contract number
 - e. City of Charlotte purchase order number
 - f. The appropriate PO line number for each item
 - g. Airport Project Manager name
 - h. Charlotte Business INClusion Form #6

Invoices with supporting documentation should be consolidated into one file/attachment in a PDF format. If invoice and supporting document consolidation is not an option, the supporting documentation should include the appropriate invoice number and PO number.

3. When a contract has been issued, the **contract number and PO number** must appear on each invoice and a **sales tax statement** must be attached
4. **Include all applicable sales taxes on the invoice as separate lines** and not combined with the cost of goods. The City of Charlotte is **not** exempt from sales tax.

5. Company must send a **draft invoice** to the Airport Project Manager for review and **approval**. If revisions are necessary, the Airport Project Manager will notify the Company. Corrections must be made **before** an invoice is submitted to City of Charlotte, Accounts Payable.
6. **Details** – Each deliverable identified, in which a separate fee or percentage of the Total Compensation is assigned will be listed on a separate line i.e., labor, materials, shipping/freight, bidding, construction administration, etc.
7. A **summary statement** showing total contract total value, amount previously billed, % of contract completion, open contract amount. Subsequently for each PO number, original values, amount billed to date, and % of completion.
8. Reimbursable expenses must be listed below the base fee billing and clearly convey the same information, preferably using the same format.
9. **Email invoices** to:
 - a. cocap@charlottenc.gov (add in email subject line: Aviation – (insert PO#) and copy;
 - b. [Airport Project Manager](#)
 - c. [Claire Butler \(Claire.Butler@cltairport.com\)](mailto:Claire.Butler@cltairport.com), [Aviation CBI Business Diversity & Development Manager](#)

The Aviation Department prefers **not** to receive invoices for goods and/or services which have been paid via a P-card. **When presenting an invoice that has been paid via P-card, indicate the total due as "\$0.00".**

EXHIBIT E - CONFIDENTIALITY REQUIREMENTS

Company hereby agrees to comply with all confidentiality requirements set forth below in connection with this Agreement.

1. Confidential Information

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

- A. Trade secrets. For purposes of this Agreement, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the City has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- B. Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- C. Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- D. Information contained in the City/County's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.
- E. Citizen or employee social security numbers collected by the City.
- F. Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- G. Local tax records of the City that contains information about a taxpayer's income or receipts.

- H. Any attorney / client privileged information disclosed by either party.
- I. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- J. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
- K. Building plans of City-owned buildings or structures, as well as any detailed security plans.
- L. Billing information of customers compiled and maintained in connection with the City providing utility services.
- M. Other information that is exempt from disclosure under the North Carolina public records laws. Categories A through L above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by these requirements, and agrees that: (a) all requirements set forth herein applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

2. Restrictions

The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- A. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
- B. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section and containing all protections set forth herein.

- C. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by City as set forth herein, or is for the purpose for which such Confidential Information is being disclosed.
- D. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- E. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by City.
- F. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert these provisions as grounds for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- G. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

3. Exceptions

The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:

- A. Was already known to the Company prior to being disclosed by the disclosing party;
- B. Was or becomes publicly known through no wrongful act of the Company;
- C. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
- D. Was used or disclosed by the Company with the prior written authorization of the

City;

- E. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;
- F. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, the confidentiality requirements set forth herein will be applicable to all disclosures under the court order or subpoena.

4. Unintentional Disclosure

Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

5. Remedies

The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

EXHIBIT F - CBI FORM 4 – LETTER OF INTENT

Executed copies of CBI Form 4 Letters of Intent are deemed to be incorporated herein.

EXHIBIT G
FLOOR PLANS AND SITE DRAWINGS
INCLUDED AS ATTACHMENT 3,4, AND 5

RFP# AVIA-24-13, Issue Date 11/17/2023





