REQUESTS FOR PROPOSALS
FOR PARKING AND VALET SERVICES
at
CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT
for the
CITY OF CHARLOTTE, NORTH CAROLINA

Dated January 6, 2014

SCHEDULE

<table>
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<tr>
<th>ACTIVITY (All times are EST)</th>
<th>DATE</th>
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<tr>
<td>Issue RFP</td>
<td>Monday, January 6, 2014</td>
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<tr>
<td>Pre-Proposal Meeting at 11:00 a.m. (Mandatory)</td>
<td>Wednesday, January 15, 2014</td>
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<td>Deadline for Submittal of Written Questions at 5:00 p.m.</td>
<td>Friday, January 17, 2014</td>
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<td>Proposal Submittal by 1:00 p.m.</td>
<td>Friday, January 24, 2014</td>
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<td>Short Listing and Proposer Interviews (if applicable)</td>
<td>Friday, January 31, 2014</td>
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<tr>
<td>Award Recommendation Process: Charlotte City Council</td>
<td>Monday, February 24, 2014</td>
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<tr>
<td>Service Agreement Estimated Start Date</td>
<td>April 1, 2014 &amp; July 1, 2014</td>
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Responders must provide six (6) hardcopies of their proposal by one of the methods outlined below, as well as an electronic copy included on a flash drive and submitted with the hardcopies of the proposal no later than **JANUARY 24, 2013 by 1PM**, according to CLT’s clock.

1. Proposers may mail their submissions to Charlotte Douglas International Airport; Attn: Olivia Clark, 5601 Wilkinson Blvd.; Charlotte, NC 28208.
2. Proposers may hand deliver their submissions no later than **1PM**, by CLT’s clock, on **January 24, 2014**, by placing their proposal and all required material in the box labeled Parking and Valet Services RFP located in the lobby at CLT Center, 5601 Wilkinson Blvd. Charlotte, NC 28208.
INTRODUCTION

The City of Charlotte (“City”) as owner and operator of Charlotte Douglas International Airport (“CLT”) requests the submissions of proposals for parking and valet services (“Services”) for CLT. The goals and priorities of the Services are to: (1) increase customer service and amenities through a qualified and experienced provider; (2) maximize efficiency through strategic staffing and operations; (3) promote customer awareness through marketing and promotions; (4) promote diversity, inclusion and local business growth and (5) minimize CLT’s costs.

The following includes the information, requirements and forms necessary for a complete proposal. Proposers will have the opportunity to propose on either CLT’s parking staffing services (“Staffing”) (“Package A”), CLT’s business and curbside valet operations (“Valet”) (“Package B”) or on both Staffing and Valet services (“Package C”). A Mandatory Pre-Proposal Meeting will be held on January 15, 2014 at 11 a.m. The meeting will be held in the Piper room of the CLT Center, located at 5601 Wilkinson Blvd. Charlotte, NC 28208. The meeting should last no more than two hours and will include a site tour. The name of the individual or individuals representing the proposer at the pre-proposal meeting and the email address for the proposer’s point of contact must be submitted to Olivia Clark at procurement@cltairport.com. Prior to and after the meeting, any questions concerning the RFP may be submitted in writing to Olivia Clark at procurement@cltairport.com, however, no response will be provided for questions submitted after 5 p.m. EST on January 17, 2014. Answers to all written questions will be provided by written Addendum. All addenda will be posted on CLT’s website, cltairport.com, and it will be the responsibility of the proposer to frequently check for such additions. In case any proposer fails to acknowledge opening of any such Addenda in the space provided in Exhibit A, its proposal will nevertheless be construed as though the addenda had been received and acknowledged, and submission of a proposal shall constitute acknowledgment of the opening of the same. Proposers may neither rely upon nor will the Aviation Director or his designee make any oral representations.
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I. **BACKGROUND**
   a. **CLT Overview & Statistics**

   CLT is owned and operated by the City and is one of the fastest growing airports in the country. CLT served more than 41 million passengers in Calendar Year (CY) 2012, a 5.6 percent increase over CY 2011, and currently ranks as the 8th busiest airport in North America, based on passenger traffic, and 6th in aircraft movements. CLT is served by 6 major air carriers, 14 regional air carriers and three foreign flag air carriers that together provide more than 700 daily departures from CLT to 143 nonstop destinations, including 37 international destinations. CLT serves as the largest hub to US Airways and will be American Airlines’ second largest hub.

   Airport passengers initiating their trips at CLT are the foundation for the demand of parking and valet services. Total origin and destination (“O&D”) enplanements have at the airport have grown from 4.52 million during the Airport’s Fiscal Year (“FY”) 2009 to a projected 5.28 million in FY 2016, which represents an average annual growth rate of 4.0%. Key historical aviation passenger and parking activity is depicted on Exhibit D.

   CLT’s role in the transportation system is to provide an infrastructure platform upon which the private sector—airlines, rental car companies, concessionaires, ground transportation companies and others—operate their businesses. Those businesses provide over 20,000 jobs and produces more than $12 billion in annual economic impact.

   CLT’s vision is to be the preferred airport and airline hub by providing the highest quality product for the lowest possible cost. CLT continuously achieves its mission through a cost-effective business model, resulting in one of the lowest cost per enplaned passenger. Charlotte Douglas received the prestigious Eagle Award in 2010 from the International Air Transport Association for “Best Airport.” It is considered the most distinguished of awards in the aviation industry.

   Currently underway is a five-year, $1 billion Capital Improvement Program to include various expansion projects to accommodate current and future passenger growth. These include a new Entrance Road, Hourly Parking & Rental Car Deck, Onsite Intermodal Facility, Fourth Parallel Runway, Concourse Expansion, International Terminal, additional Valet Deck and Terminal Roadway & Lobby Expansion.

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1 Additional information and statistics are available at cltairport.com.
2 The Airport’s Fiscal Year begins on July 1 and ends on June 30 of a given year.
b. Existing Parking Staffing Services
CLT’s current Staffing provides a multitude of positions to support the ever growing public parking operation. Some of the services provided include cashiers, space spotting and customer service. The current parking operation consists of 17,829 parking spaces spread over 4 long term lots and 3 daily facilities which results in over 100,000 transactions each month. In late 2014 the new hourly deck will open providing for an extra 4,000 spaces. Historical data outlining the public parking operations is provided in Exhibit D.

c. Existing Valet Services
CLT’s Valet Service is a popular alternative to our self-park lots. Valet is offered at the terminal curbside and at the business valet deck and currently consists of 3,200 reserved valet parking spaces. With the opening of the second business valet deck in 2014, an additional 3,000 spots will be available. The use of the Valet Services continues to grow with a range between 18,000 and 24,000 transactions per month. Historical data outlining the valet parking operations is provided in Exhibit D.

d. Parking and Valet Services
The Services provide for a unique opportunity to offer first-class, state-of-the-art parking management at a top airport. Package A consists of providing staffing for various ground transportation positions across the airport. Package B offers the opportunity to manage and operate CLT’s ever growing Valet service and Package C offers the chance to consolidate both opportunities for overarching management of a key aspect of CLT’s success. The successful proposer will have the opportunity to expand the current operations and incorporate new amenities and ideas.

II. SCOPE OF SERVICES
The scope of the Services for each package is outlined below. Each proposer may propose on one of the following packages. The information that must be provided in the proposal is outlined by package.

a. Operations: Package A – Staffing Services

   Performance Standards

   1. Staffing Services: Below is a list of the services that must be provided under the Staffing Services. As part of the proposal include a staffing plan that meets these needs as well as any additional services from which CLT may benefit. Continuity and employee retention are important parts of the success of the
provision of Staffing Services, include in the proposal how your company can ensure this is accomplished.

Required Services

- Cashiers to operate at four stations. Two of the stations are located by the new hourly deck and operate 24/7/365. The other two are located in Long Term 1 and Long Term 2. These stations operate from 5 A.M. to 2 A.M. daily. Long Term lots 3 & 4 operate through credit card machines only. Cashiers will operate the Scheidt & Bachmann Revenue Control equipment. “Train the Trainer” for this system will be provided by CLT. Additional cashier stations may be added as needed throughout the term of the Service Agreement.

- Manual count of available spaces completed 4 times a day and reported to CLT staff. Number of daily counts may increase during high traffic volume times, such as holidays.

- Daily license plate inventory of all vehicles parked in the self-parking facilities. Equipment to record this information will be provided by CLT.

- Respond to customer inquiries, including customer complaints.

- Provide jump starts and vehicle location assistance.

- Complete minor repairs including: repairing or replacing broken or missing gate arms, adjusting misaligned machines, cleanout trash tickets, clearing ticket jams, replenishing receipt paper rolls, reset loops detectors, exterior cleaning of device cabinets, cleaning out cashier booths and rebooting of system workstation and devices.

- Help customers identify the correct buses and locations in the commercial lane.

- Staff open lots and provide location of open spaces to customers. Parking is managed in an event style system.

- Ensure cars are not left unattended for longer than acceptable times.

- Transport employees between the self-park lots and to the various cashier stations.

- Program dynamic message boards and program and move other electronic message boards and other pre-printed parking signs.

- Set up cashier till and deposit cash nightly in CLT provided cash room.

- Provide ad hoc customer service such as fueling and oil.

- Organize and supervise field employees to ensure maximum efficacy for CLT’s parking operation. For each shift there needs to be at least one person in the supervisory role.

- Manage CLT’s bus lot, including assigning and tracking keys, inspecting vehicles, writing reports for CLT’s dispatch office on identified vehicle
damage and assisting with fueling as needed. This service must be provided 24/7/365.

- Organize and assist on-demand taxicab customers in an expedient manner.
- Use Gatekeeper Ground Transportation Management System to dispatch taxicabs from the holding lot to the customer pick-up area.
- Individual(s) to train other employees. “Train the Trainer” will be provided by CLT to the appropriate successful proposer’s staff.
- Designated contact person who is available to CLT in person or by telephone to address issues, questions or concerns. This individual or their designee must be available 24/7/365.

All necessary vehicles and equipment (including radios) will be provided by CLT for the Staffing Services. Where proposing under Package C, the need for Valet Cashiers and Valet runners can be combined with these Staffing Services.

2. **Staffing Levels:** Staffing levels will be adjusted based on passenger levels and business demands. As part of the proposal including a staffing plan demonstrating recommended staffing levels for the required services, how this should vary through the year and any extra proposed duties. The current staffing positions and hours worked are provided in **Exhibit D**.

3. **Reporting:**
   - Daily Deposits
   - Daily Transaction Reconciliation
   - Daily License Plate Inventory (Equipment provided by CLT)
   - Monthly Monetary Shortages
   - Monthly Training Report

b. **Operations: Package B – Valet Services**

**Performance Standards**

1. **Valet Services Personnel:** The successful proposer must provide management, at least one supervisor on duty at all times and the necessary number of valet drivers and cashiers to meet the needs of the Valet Services. There are currently up to six cashier stations but this will soon be expanded to offer up to ten cashier stations at one time. A license plate inventory of all vehicles parked at the business valet decks and a manual count of available spaces must be provided daily.
2. **Reporting:**
   - Daily Transaction Reconciliation
   - Daily License Plate Inventory (equipment provided by CLT)
   - Monthly Monetary Shortages
   - Monthly Incident Report
   - Monthly Training Report

**Areas of Operation**

1. Curbside valet operates at the east end of the upper level roadway at the terminal. Vehicles checked in at curbside valet are parked and stored at the business valet deck located at 5601 Wilkinson Blvd. This is approximately 1.5 miles from the curbside drop-off. Please refer to the airport space map on **Exhibit C**.
2. Business valet operates at the business valet parking deck.
3. The current Valet rates are $19 per day for curbside and $10 per day for business valet.
4. Business Valet customers will utilize a CLT operated shuttle bus to get from the business valet drop off to the terminal.
5. **Drop Off and Pick Up:**
   a. At all times the successful proposer should make every effort to minimize customer wait times.
   b. Upon drop off, the vehicle will be inspected for security purposes. The details of such will be shared with the successful proposer.
   c. Upon both drop off and pick up the vehicle must be inspected for exterior damage.
   d. Valets must assist customers with their luggage to and from their vehicles.
   e. No staging of the vehicles is allowed in the drop off areas.
   f. As part of the proposal include a summary of the drop off and pick up procedure, including any information or services available to the customer to facilitate them requesting their vehicle for pick up.
6. **Valet Runners:** The successful proposer will be responsible for providing transportation for the Valets between the Curbside and Business Valet when they are not moving customer vehicles. CLT will provide one van, which will be driven by the successful proposer’s personnel. However, any need above one van must be provided by the successful proposer. Include as part of the proposal how the Valet transportation needs will be met.
7. **Claim Tickets:** The successful proposer must provide claim tickets for use in the Valet Services. At a minimum this tickets must include the full name of the customer, vehicle make, model and color and date and time of arrival and
departure. Include in the proposal a copy of the customer claim ticket, including any terms or conditions the customers would be required to agree to in order to use the Valet Services. CLT reserves the right to advertising on any such claim tickets.

8. **Vehicle and Key Accountability**: All vehicles must be accounted for daily and all keys must be kept in a secured and locked area.

**Amenities**
Currently the Valet operator offers additional services for CLT’s customers. These services include car wash, car detailing, tire service, oil change, vehicle fueling, and state inspections. At a minimum CLT would like these services to continue. Include in the proposal a commitment to continue these amenities as well as any additional services your company will offer to the curbside and business Valet customers. Additional services and prices are subject to CLT’s approval.

c. **Operations: Package C – Parking and Valet Services**

**Performance Standards**
All items requested in Package A and Package B as well as a summary of the benefits CLT can expect from using one proposer to provide the Services under this RFP should be included as part of the proposal. All other proposal requirements are captured in Section d below.

d. **Operations: General (Applicable to Package A, B & C)**

**Compensation**

1. **Management Fee**: Proposer must propose the Management Fee to be paid to the proposer for the operation and management of the Services. This fee will be above and beyond the established reimbursable expenses. The proposer should also include details of how and when the management fee should be adjusted. The yearly totals should be reflected in the table provided in *Exhibit A*.

2. **Reimbursable Expenses**: As part of the Services certain expenses will be reimbursable by CLT. These expenses are listed in *Exhibit A* and should be considered in determining the Management Fee as all other expenses will not be reimbursable. However, any other expenses that the proposer would like considered as a reimbursable expense can be included in the proposal.
3. **Performance Incentive.** CLT is not opposed to offering an incentive based on optimal performance of the Services. As part of the proposal please provide the amount, if any, and the basis upon which an incentive should be offered.

**Transition Services**
The successful proposer will be responsible for preparing and managing an orderly and effective transition and start-up of the Services. As part of the proposal, please include a transition plan.

**Contract Term**
The term of the Services Agreement under Package A or B will be three years with two options for one year extensions executed in the sole discretion of CLT. The term of the Service Agreement under Package C will be 5 years from the earliest date the successful proposer starts performing any Service at CLT. Proposer will be required to sign a contract between the City and itself in a form substantially similar to **Exhibit B**.

**Management**
On a quarterly basis CLT and at least one representative of the upper management of the successful proposer will meet face to face to discuss any operational and contractual concerns. As part of the proposal, the members of upper management that would be included in this meeting must be provided.

**Budget**
Prior to the beginning of each fiscal year, the successful proposer must submit a budget outlining the projected cost of the Services. The budget must be submitted no later than April 1st prior to the start of each fiscal year. For the remaining of FY2014 and for FY2015, the successful proposer must submit a budget prior to the Service Agreement effective date.

**Monetary Shortages**
The successful proposer will be responsible for any monetary shortages as determined by the difference between the revenues collected and the number of transactions. A report reflecting these shortages must be provided to CLT each month. Upon receipt CLT will invoice the successful proposer for such shortages.

**Claims**
The successful proposer will be responsible for any customer claims that arise from the provision of the Services. CLT will reimburse the cost of insurance premiums related to Valet Services, however, the insurance deductible and any other cost above
and beyond the insurance coverage that occur will be the financial responsibility of
the successful proposer.

**Valet Computer System**
CLT is currently in the process of upgrading or obtaining a new computer valet
management system. Details of this system will be provided by addendum.

**Training**
CLT will provide “Train the Trainer” for the successful proposer’s identified
personnel. Upon completion of the “Train the Trainer” the successful proposer will be
expected to provide training to all other personnel on the relevant computer systems
and the minor repairs required under the Services.

**Customer Complaints**
The successful proposer is responsible for responding to customer complaints. Such
responses must be in writing and provided to CLT. All complaints received by CLT
will be properly passed along. As part of the proposal include how these complaints
will be handled.

**Badging**
The successful proposer’s employees must apply and qualify for an airport security
badge prior to employment. The standards adopted by the Transportation Security
Administration for the issuance of these security badges are captured in Title 49 of

**Personnel Background Checks & Assurance**
The successful proposer must conduct background checks, separate and apart from
that required for a security badge, for all personnel providing Services at CLT. As
part of the proposal include the type and scope of the background checks conducted,
including at a minimum a driver’s record check. The proposal should be clear on
what the proposer would consider a disqualifying offense. Further, all personnel
providing Services at CLT must be bonded against theft, embezzlement and other
losses of customer and CLT property.

**Personnel Driving Requirements**
All personnel providing Services at CLT must have a valid license. Further, while
operating at CLT the successful proposer’s employees must obey all traffic laws,
rules and regulations or operating directives of CLT staff. The successful proposer’s
employees who will drive CLT owned vehicles must also qualify for a City Driver’s
Permit. This requires a separate motor vehicle records check performed by CLT.
Uniforms
The successful proposer will supply employees with uniforms with the company’s insignia and name tags. If proposing under Package C, Valet Drivers should be provided with unique uniforms to distinguish them from Staffing employees. For relevant positions, the successful proposer should also provide inclement weather gear. As part of the proposal, pictures of the uniforms must be provided. Under both Package A and Package C, CLT would like the Taxi Starter and Dispatcher positions to wear a separate uniform from all other employees. The taxi area is defined with a yellow and black striped column. CLT would like to use the uniform to correlate the individuals for the customers with the taxi area. Include as part of your proposal how you plan to meet this goal or in the alternative, why using a standard uniform would be more beneficial to customer service.

Storage and Office Space.
Office and storage space will be made available to the successful proposer. The location and amount of the available space will depend on if the Service Agreement is awarded to one or two separate entities.

Charlotte Business INClusion (“CBI”) (Package B & C Only)
The City has a 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). For this Contract, SBE participation will be negotiated with the selected proposer. The negotiated goal will be made part of your Contract. As part of the proposal, include CBI Form #3, attached hereto in Exhibit A, with a proposed SBE participation, which is a percentage of the total management fee, to utilize subcontracting opportunities with registered SBEs. The proposal should also include the specific services each SBE firm will provide. A complete list of registered SBEs is available on the City’s website at www.charlottebusinessinclusion.com.

Taxes, Licenses and Fees
The selected proposer will be responsible for any applicable taxes, licenses, permit fees or other applicable costs associated with the Services that may be levied by the City, County, State, Federal or other agencies.

Performance Bond
A performance bond of fifty percent (50%) of the total estimated yearly value of the contract for Package A or of the Management Fee for Package B and C, will be
required of the selected proposer. The acceptable use of such is set forth in the Services Agreement attached below as Exhibit B.

Advertising and CLT Trademarks & Logos
CLT retains the right to advertising at all locations where the Services operate. Further, any use of CLT’s trademarks and logos by the successful proposer is prohibited absent written consent by CLT.

III. ELIGIBILITY AND DISQUALIFICATION OF PROPOSERS

a. Initial Eligibility of Proposers

Experience
Proposers, regardless of the Package proposed, must be able to demonstrate at least five (5) years of experience specific to the Services requested under the Package to which the proposer is responding at an operation of similar size. For Staffing Services similar size is based on the number of parking spaces and transactions. For Valet Services similar size is based on number of transactions. Historical data outlining this information is provided in Exhibit D. As part of the proposal also include any relevant experience of providing the Services at other airports. If a company was formed within the last five years, then the controlling interest of ownership or the company’s management must meet these requirements.

Financial Capacity
Proposers are expected to have the financial ability to move forward with the Services, however, proposer’s financials will not be a required part of the RFP. Upon inspection of the proposals, CLT reserves the right to request any and all financial material it deems relevant in assessing the validity of the proposal.

Outstanding Claims and Litigation
Proposers are not eligible if at the time of submission the proposer, or any individual or entity of proposer, is in default, has any past due amounts or arrearages or is in breach of contract with any previous or existing contract with the City. Further, the City also has the right to disqualify any proposer with whom the City has any existing or pending litigation against the proposer or any of its subcontractors included as part of the proposal, if the City deems that such litigation may adversely affect the ability for the parties to effectively work together.
b. **Acknowledgement of Proposer**

Proposers shall thoroughly examine and become familiar with this RFP, including exhibits, and any addendum 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 successful proposal. No claim based upon a lack of knowledge or understanding of any document or its contents shall be allowed.

c. **Disqualification of Proposal**

Without in any way limiting the Airport’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 initial eligibility requirements; (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; (iii) evidence of unacceptable collusion among proposers; or (iv) improper communication as described in Section VII D, below. 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 of the foregoing notwithstanding, however, CLT reserves the right to waive any such irregularities.

**IV. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS**

a. **Format**

The format of the RFP is up to the proposer, except for the cover letter, company information, addendum acknowledgement, Compensation, E-Verify Certification, Non-Discrimination Form and CBI Forms, which must be in the format provided by CLT and attached below as **Exhibit A**. However, the proposal should, at the least, include the following:

1. Cover Letter
2. Company Information
3. Addendum Acknowledgement
4. Compensation
5. E-Verify Certification
6. Non-Discrimination Form
7. CBI Forms (Form 3 Only) (Package B & C Only)
8. Background and Experience
9. Service Operations Plan (including, staffing, uniforms, etc.)
10. Promotion & Marketing Plan (Package B & C Only)
11. Professional References
12. Other information proposer deems relevant
13. Exceptions requested by proposer to any of the RFP requirements

b. Submission Requirements

Submission Instructions
Responders must provide six (6) hardcopies and an electronic copy of their proposal no later than January 24, 2014 by 1PM in the manner described on page 1 of the RFP.

Amendment of Proposal
Amendment of a submitted proposal may occur at any time prior to the submission deadline by written request. Amendments will only be accepted through the submission of completely new materials that meet the requirements set forth in the Submission Instructions section above.

Withdrawal of Proposal
Withdrawal of the proposal may occur at any time prior to the submission deadline by written request. Withdrawal of one proposal will not preclude the submission of another timely proposal but no withdrawal will be allowed after the submission deadline.

V. SELECTION CRITERIA

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<th>Category &amp; Description</th>
<th>Description</th>
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<tr>
<td>Experience and Qualification</td>
<td>CLT hopes to work with no more than two experienced and qualified companies. All proposers must meet the minimum qualifications described above. Preference will be awarded based on the extent of the proposers experience and ability to meet the other qualifications.</td>
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<tr>
<td>Service Operations Plan</td>
<td>The Service Operation Plan, at a minimum, should address customer service (including customer complaints), amenities offered, employee training, uniforms, employee retention and suggested Service improvements.</td>
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<tr>
<td>Marketing &amp; Promotions Plan (Package B &amp; C)</td>
<td>The Marketing &amp; Promotions Plan should outline an approach to increase the use of the facilities &amp; ensure customer retention.</td>
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</table>
CBI (Package B & C)
CLT strives to provide opportunities for MWBEs. Preference will be awarded based on CLT’s assessment of the proposal’s ability to meet their proposed SBE goal and the type of services subcontracted.

Compensation
CLT will consider the total Management Fee, the method of payment adjustment and any incentive fee proposed.

VI. AWARD OF CONTRACT

Upon review and evaluation of all qualifying proposals, including any interviews that CLT may elect to require, the selection committee will select the proposer(s) and proposal(s) that it determines, in its absolute discretion, would best provide the Services. The Aviation Director will inform the selected proposer(s) that it has been selected, subject to final agreement on all terms and conditions of the Service Agreement. Upon proposer’s execution of such Service Agreement, the Aviation Director shall submit it to City Council for approval. If the Aviation Director and the selected proposer(s) are unable to agree on the final terms, the selected proposer(s) will be excused from further consideration and CLT may, at their option, select another proposer(s). Until the Agreement and all supporting ancillary documents have been approved by the City Council and executed by the Aviation Director, the City shall have no obligations hereunder.

VII. MISCELLANEOUS

a. Interpretation of the RFP
All questions concerning interpretation of the RFP documents must be made in writing to Olivia Clark at procurement@clairport.com no later than 5 p.m. on January 17, 2014. Interpretations and answers to general questions will only be made by written addenda. The City shall not be responsible for any other explanation or interpretation.

b. Consent to Investigate
The selection of the proposer will be based on a thorough investigation into the areas of interest expressed in the RFP. As part of that, the City may request the proposers to provide such things as, but not limited to, financial records, information on managing partners or participation in an interview process. By submitting a proposal, each proposer consents to any investigation the City deems necessary.
c. **City’s right to Cancel, Reject, Modify or Reissue RFP**
The City, in its sole discretion, reserves the right to modify, cancel, reissue or take any other action it deems necessary in the issuance of this RFP. The City also reserves the right to reject any or all proposals. Prior to the execution of the Service Agreement, no action taken by the City may be inferred or construed to give rise to any obligation by the City.

d. **Attempts to Influence Selection Process**
Except for clarifying written questions sent to CLT in compliance with this RFP, all proposers, including any and all persons acting on their behalf, are strictly prohibited from contacting elected or appointed City officials, officers, or employees on or regarding any matter relating to this RFP from the time the RFP is issued until the start of the open business meeting at which City Council is asked to approve the Service Agreement.

e. **Proposer’s Cost of Proposal Preparation**
Proposers are responsible for any and all costs associated with the proposal process including, but not limited to, the creation of the proposal and any interviews (if applicable). The City will not accept any promotional items as part of the proposal process and any such items included will be returned to the proposer at its own cost.

f. **Ownership and Public Record**
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 may become available to the public under North Carolina’s Public Records Law.

g. **Representation by Brokers**
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.

h. **Disclaimer**
The information contained in this RFP and exhibits, hereto, and any addendum that may be issued, are provided to assist prospective proposers in the preparation of proposals. The information 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.
EXHIBIT A: REQUIRED PROPOSAL FORMS

PROPOSAL
for
PARKING AND VALET SERVICES
at
CHARLOTTE DOUGLAS INTERNATIONAL AIRPORT

Proposer Name: ________________________________________________

Package Proposing: ( ) Package A    ( ) Package B    ( ) Package C

Acknowledgment

The following proposal is hereby submitted by the entity signed below in accordance with all
terms and conditions as set forth in the RFP issued by the City for the right and obligation to
provide Parking and Valet Services at CLT.

Name of Proposer: ________________________________________________

By (Signature): ________________________________________________

By (Name): ________________________________________________

By (Title): ________________________________________________

Phone: ( )____-________

Mailing Address: ________________________________________________

Email Address: ________________________________________________
ACKNOWLEDGEMENT OF ADDENDA

Proposer hereby acknowledges receipt of all Addenda through and including:

Addendum No. ___________________, dated______________.
Addendum No. ___________________, dated______________.
Addendum No. ___________________, dated______________.
Addendum No. ___________________, dated______________.
Addendum No. ___________________, dated______________.
Addendum No. ___________________, dated______________.
Addendum No. ___________________, dated______________.
Addendum No. ___________________, dated______________.

However, submission of this proposal acts as acknowledgement of all addenda regardless of if such is specifically noted above.

Proposer:________________________________________________________
Authorized Signature:_____________________________________________
Print Name:_______________________________________________________
COMPANY INFORMATION STATEMENT

Name of Firm: ________________________________________________________________

Principle Office Address:
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Telephone Number: (      ) _____-________

Form of Business Entity (check one):
(  ) Corporation   (  ) Partnership   (  ) Individual   (  ) Joint Venture

Complete the applicable section below, where there is not enough room provided please attach additional information as needed:

Corporation Statement

Date of Incorporation: _______________________________

Location of Incorporation: __________________________

Is the corporation authorized to do business in North Carolina: (  ) Yes   (  ) No

Is so, as of what date: _______________________________

The corporation is held: (  ) Publicly   (  ) Privately

Furnish the name, title and address of each director and officer of the corporation:

Directors:

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Title</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Officers:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
<td></td>
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<tr>
<td>3.</td>
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<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Partnership Statement**

Date of organization: ________________________________

Type of Partnership:  ( ) General Partnership   ( ) Limited Partnership

Partnership Agreement Recorded:  ( ) Yes   ( ) No

<table>
<thead>
<tr>
<th>Date</th>
<th>Book</th>
<th>Page</th>
<th>County</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Has the Partnership done business in the State of North Carolina:  ( ) Yes   ( ) No

If so, when? ________________

Name, address and ownership share of each general partner owning more than five percent (5%) of the partnership:

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>% Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Joint Venture Statement**

Date of organization: ________________________________

Joint Venture Agreement recorded:  ( ) Yes   ( ) No

<table>
<thead>
<tr>
<th>Date</th>
<th>Book</th>
<th>Page</th>
<th>County</th>
<th>State</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Has the Partnership done business in the State of North Carolina: ( ) Yes  ( ) No
If so, when? _______________________

Name, address and percent of ownership for each joint venturer.

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>% Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.______________</td>
<td>____________________________________________________</td>
<td>-------------</td>
</tr>
<tr>
<td>2.______________</td>
<td>____________________________________________________</td>
<td>-------------</td>
</tr>
<tr>
<td>3.______________</td>
<td>____________________________________________________</td>
<td>-------------</td>
</tr>
<tr>
<td>4.______________</td>
<td>____________________________________________________</td>
<td>-------------</td>
</tr>
<tr>
<td>5.______________</td>
<td>____________________________________________________</td>
<td>-------------</td>
</tr>
</tbody>
</table>
**COMPENSATION**

For each package, complete the following table defining the Management Fee for each year of the Service Agreement.

<table>
<thead>
<tr>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valet Services – Package A &amp; B</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Parking and Valet Services – Package C</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Management Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For Package A & B, do not complete Reimbursable Expenses for Years 4 & 5. In the blank spaces, include any other proposed reimbursable expense for CLT’s consideration. Note, unless proposed and accepted by CLT, no other expense will be considered reimbursable. Proposers will not be held to projected expenses.

<table>
<thead>
<tr>
<th>Reimbursable Expenses</th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries &amp; Wages</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Valet Tickets</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Telephone Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Credit Card &amp; Bank Fees</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amenities Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Towing Cost</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurance (Premiums Only)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Marketing &amp; Promotions</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Total |        |        |        |        |        |       |

<table>
<thead>
<tr>
<th>Non-Reimbursable</th>
<th>Uniforms, background &amp; drivers checks, any bonds as required under the Service Agreement, insurance deductibles and general office supplies.</th>
</tr>
</thead>
</table>

For all three Packages, include as part of the proposal how and when compensation would be adjusted and the amount, if any, payable as a performance incentive including how such incentive would be determined.
E-VERIFY CERTIFICATION

This E-Verify Certification is provided to the City of Charlotte (the “City”) by the company signing below ("Company") as a prerequisite to the City considering Company for award of a City contract (the “Contract”).

1. Company understands that:
   a. E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies to enable employers to verify the work authorization of employees pursuant to federal law, as modified from time to time.
   b. Article 2 of Chapter 64 of the North Carolina General Statutes requires employers that transact business in this state and employ 25 or more employees in this state to:
      (i) verify the work authorization of employees who will be performing work in North Carolina through E-Verify; and (ii) maintain records of such verification (the “E-Verify Requirements”).
   c. North Carolina General Statute 160A-20.1(b) prohibits the City from entering into contracts unless the contractor and all subcontractors comply with the E-Verify Requirements.

2. As a condition of being considered for the Contract, Company certifies that:
   a. If Company has 25 or more employees working in North Carolina (whether now or at any time during the term of the Contract), Company will comply with the E-Verify Requirements in verifying the work authorization of Company employees working in North Carolina; and
   b. Regardless of how many employees Company has working in North Carolina, Company will take appropriate steps to ensure that each subcontractor performing work on the Contract that has 25 or more employees working in North Carolina will comply with the E-Verify Requirements.

3. Company acknowledges that the City will be relying on this Certification in entering into the Contract, and that the City may incur expenses and damages if the City enters into the Contract with Company and Company or any subcontractor fails to comply with the E-Verify Requirements. Company agrees to indemnify and save the City harmless from and against all losses, damages, costs, expenses (including reasonable attorney’s fees) obligations, duties, fines and penalties (collectively “Losses”) arising directly or indirectly from violation of the E-Verify Requirements by Company or any of its subcontractors, including without limitation any Losses incurred as a result of the Contract being deemed void.

____________________________________  ____________________
Company Name                          Date  

____________________________________  ____________________
Authorized Signature                  Please type or print name
NON-DISCRIMINATION FORM

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

1. In preparing the enclosed proposal, the proposer has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 2 below.

2. For purposes of this section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of race, ethnicity, gender, age, religion, national origin, 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.

3. 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 there under, including possible disqualification from participating in City contracts or solicitation processes for up to two years.

4. 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 suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the proposal and to 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 that are allowed there under.

5. 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, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

6. 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 there under.

NAME OF COMPANY:  

BY:  ____________________________  TITLE:  ____________________________  

SIGNATURE:  ____________________________  DATE:  ____________________________
CBI FORM 3: Subcontractor / Supplier Utilization Commitment (page 1 of 2)

This form **MUST** be submitted as part of the proposal. **Copy this CBI Form 3 as needed.**

Failure to properly complete and submit Form 3 with the proposal constitutes grounds for rejection of the proposal.

§Per Part B, Section 3.5 of the CBI Policy, *the Subcontractor/Supplier Utilization Commitment (CBI Form 3)*, captures information regarding the SBEs and other subcontractors and suppliers that the proposer intends to use on the Contract **FOR ALL TIERS**.

<table>
<thead>
<tr>
<th>Proposer Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
<td>Parking and Valet Services – RFP</td>
</tr>
<tr>
<td>Project Number:</td>
<td>N/A</td>
</tr>
<tr>
<td>Established SBE Goal:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

List below all **SBEs (Non-Hauling Services)** that you intend to use on this contract. **NOTE:** You will only receive credit for SBEs that are currently certified with the City as of the proposal due date. Per Part B, Section 3.3, a Regular Dealer as defined in the CBI Policy shall only count 60% of all expenditures towards the SBE Goal. In addition, a Hauler, Broker, or Packager shall only count fees or commissions charged by the SBE toward the SBE Goal. The proposal is still obligated to pay the SBE the full amount listed on the Contract with the SBE regardless of what percentage is actually counted towards the SBE Goal.

<table>
<thead>
<tr>
<th>SBE Vendor Name (Non-Hauling Services)</th>
<th>Description of work / materials</th>
<th>NIGP Commodity Code</th>
<th>VMS (Vendor) #</th>
<th>Total Projected Utilization (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

List below all SBEs that you intend to use for **hauling services** on this contract and the Total Projected Utilization ($) for all hauling services for the contract.

<table>
<thead>
<tr>
<th>SBE Vendor Name (Hauling Services)</th>
<th>Description of work / materials</th>
<th>NIGP Commodity Code</th>
<th>VMS (Vendor) #</th>
<th>Total Projected Utilization ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>
List below all **non-SBEs (subcontractors and suppliers)** that you intend to use on this contract

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Description of work / materials</th>
<th>NIGP Commodity Code</th>
<th>VMS (Vendor) #</th>
<th>Projected Utilization (if known) (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Subcontractor / Supplier Utilization** (including SBEs and Non-SBEs) %

**Total SBE Utilization** $ N/A

**Total proposal Amount** (including Contingency) $ N/A

**Percent SBE Utilization*** (Total SBE Utilization divided by Total proposal Amount) %

* The SBE Utilization percentage stated here MUST be rounded to (2) decimal places.
Letters of Intent submitted upon notice from the City

Per Part B, Section 3.6 of the CBI Policy, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), proposers must submit a separate Letter of Intent (CBI Form 4) for each SBE listed on CBI Form 3 and for any additional SBEs for which the proposer seeks credit under the last sentence of Part B, Section 3.5. Each Letter of Intent must be executed by both the SBE and the proposer. The City shall not count proposed SBE utilization for which it has not received a Letter of Intent by this deadline.

Adding subcontractors or suppliers after submitting this form

Nothing in this certification shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per Part D of the CBI Policy, you must comply with the following:

- You must maintain the level of SBE participation proposed on this CBI Form 3 (and CBI Form 3A, if applicable) throughout the duration of the Contract, except as specifically allowed in Part D.
- If you need to terminate or replace a SBE, you must comply with Part D, Section 5.
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as being subcontracted, then you must comply with Part D, Section 6.
- A Letter of Intent (CBI Form 4) must also be submitted for each SBE you add subsequent to contract award.

All Subcontractors and Suppliers must be registered with the City of Charlotte.

Pursuant to the City’s Vendor Registration Policy, each subcontractor or supplier (non-SBE and SBEs) that you use on this contract must be registered in the City’s vendor database. You will need to provide the vendor number for each subcontractor or supplier used on this contract as a condition for receiving payment on this Contract.
Signature

Your signature below indicates that the undersigned firm certifies and agrees that:

(a) It has complied with all provisions of the CBI Policy; and,

(b) Failure to properly document such compliance in the manner and within the time periods established by the CBI Policy shall constitute grounds for rejection of your proposal.

__________________________  __________________________  __________________________  __________________________
Signature of Authorized      Printed Name                      Title                          Submittal Date
Official
CBI FORM 4: Letter of Intent

§Per Part B, Section 2.2 of the CBI Policy, within (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), proposers must submit a separate Letter of Intent for each SBE listed on CBI Form 3 and CBI Form 3A (if applicable).

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Parking and Valet Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Number:</td>
<td></td>
</tr>
</tbody>
</table>

**To be completed by the Proposer**

<table>
<thead>
<tr>
<th>Name of Proposer:</th>
<th>VMS (Vendor) #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Contact Person:</td>
<td>Email:</td>
</tr>
<tr>
<td>Telephone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

I, the proposer, have provided a Quick Pay Commitment to this SBE for the work identified below. I have submitted, either previously or with this Form 4, a copy of said Agreement. YES [ ] NO [ ]

Identify in complete details the scope of work to be performed or item(s) to be supplied by the SBE.

**Non-Hauling Services:**

<table>
<thead>
<tr>
<th>Cost of work to be performed by SBE:</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of work to be performed by SBE as a percentage of total amount of City contract:</td>
<td>%</td>
</tr>
</tbody>
</table>

**Hauling Services:**

<table>
<thead>
<tr>
<th>Unit of Measure</th>
<th>Unit Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ N/A</td>
</tr>
</tbody>
</table>

**To be completed by SBE**

<table>
<thead>
<tr>
<th>Name of SBE:</th>
<th>VMS (Vendor)#:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Email:</td>
</tr>
<tr>
<td>Contact Person:</td>
<td></td>
</tr>
<tr>
<td>Telephone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>
Upon execution of a Contract with the City for the above referenced project, the proposer certifies that it intends to utilize the SBE listed above, and that the description, cost and percentage of work to be performed by the SBE as described above is accurate. The SBE Firm certifies that it has agreed to provide such work/supplies for the amount stated above. Complete each applicable tier to capture the appropriate utilization of the above named SBE.

<table>
<thead>
<tr>
<th>Proposer:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Signature and Title</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1st Tier Firm:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Signature and Title</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2nd Tier Firm:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Signature and Title</td>
</tr>
</tbody>
</table>
CBI FORM 6: Payment Affidavit - Subcontractor / Supplier Utilization

To be submitted with each request for payment from the City of Charlotte showing work that has been completed and approved for all subcontractors, suppliers, manufacturers, brokers, and / or members of a joint venture in connection with the contract. Copy this form as needed. The Prime contractor is responsible for collecting and submitting CBI Form 6 from all subsequent lower tiers.

Project Name: Parking and Valet Services
Contractor Name: ____________________________ Payment / Invoice # ____________________________
Contract Number: ____________________________ Invoice Amount: $ ____________________________
Payment Period: From ____________ To ____________ City Department: ____________________________

FINAL PAYMENT ☐ Check this box only when submitting Final Pay request.

Section 1: Payments to SUBCONTRACTORS (SBEs and Non-SBEs)

Complete the chart below for all subcontractors used on the Project/Contract regardless of dollar amount. All subcontractors must be registered in the City’s Vendor Management System.

<table>
<thead>
<tr>
<th>Subcontractor’s Name</th>
<th>SBE Mark Y</th>
<th>Description of Work Performed</th>
<th>NIGP Commodity Code</th>
<th>VMS (Vendor) #</th>
<th>Payments this Period</th>
<th>Cumulative Payments</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
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</tbody>
</table>
Section 2: Payments to SUPPLIERS

All suppliers providing goods under City contracts must be listed on the Sales Tax Statement submitted with each pay request. The City may request on a case-by-case basis that the Contractor require certain suppliers to be registered in the City’s Vendor Management System and may withhold payment of any amounts due the Contractor in the event the Contractor fails to comply with such request.

The undersigned Company certifies the preceding chart is a true and accurate statement of all payments that have been or will be made to subcontractors on this Project/Contract, and that all Suppliers providing goods under this contract have been listed in the Sales Tax Statements submitted to the City in connection with this Payment Affidavit. If no subcontractors or suppliers are listed on the preceding chart or Sales Tax Statements, the Company certifies that no subcontractors or suppliers were used in performing the Project/Contract for the payment period indicated. Failure to provide accurate and truthful information is a violation of the Charlotte Business INClusion Policy and may result in the sanctions prescribed therein.

This ______ day of ______, 20____

Signature

Print Name and Title

To be completed by City for FINAL PAYMENT

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>SBE Goal:</th>
<th>SBE Goal Commitment:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Paid to Contractor:</td>
<td>$</td>
<td>%</td>
<td>%</td>
</tr>
<tr>
<td>Total Paid to SBES:</td>
<td>$</td>
<td>%</td>
<td>%</td>
</tr>
</tbody>
</table>
EXHIBIT B: SERVICE AGREEMENT

Will be provided by Addenda
**EXHIBIT D: HISTORICAL OPERATIONS NUMBERS**

**O&D Enplanements**

<table>
<thead>
<tr>
<th></th>
<th>FY 2009</th>
<th>FY2010</th>
<th>FY2011</th>
<th>FY2012</th>
<th>FY2013</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>4,517,040</td>
<td>4,979,900</td>
<td>5,012,280</td>
<td>5,005,300</td>
<td>5,276,290</td>
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</tbody>
</table>

**Revenues & Transactions by Year**

<table>
<thead>
<tr>
<th></th>
<th>FY2011</th>
<th>FY2012</th>
<th>FY2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self Parking</td>
<td>31,962,978.63</td>
<td>32,621,432.80</td>
<td>32,361,353.00</td>
</tr>
<tr>
<td>Business Valet</td>
<td>1,518,146.491</td>
<td>1,518,608</td>
<td>42,483</td>
</tr>
<tr>
<td>Curbside Valet</td>
<td>2,156,560</td>
<td>2,158,608</td>
<td>85,921</td>
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</table>

**Revenues & Transactions by Month (January – December 2013)**

<table>
<thead>
<tr>
<th></th>
<th>January</th>
<th>February</th>
<th>March</th>
<th>April</th>
<th>May</th>
<th>June</th>
<th>July</th>
<th>August</th>
<th>September</th>
<th>October</th>
<th>November</th>
<th>December</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Self Parking</td>
<td>1,877,770.00</td>
<td>2,346,123.00</td>
<td>2,582,760.00</td>
<td>2,351,089.00</td>
<td>2,499,032.00</td>
<td>2,582,760.00</td>
<td>2,540,572.00</td>
<td>2,423,828.00</td>
<td>2,271,399.33</td>
<td>2,396,409.00</td>
<td>1,891,310.00</td>
<td>1,733,741.00</td>
<td>27,173,795.33</td>
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<tr>
<td>Curb. Valet</td>
<td>463,113.22</td>
<td>544,355.03</td>
<td>551,959.99</td>
<td>501,585.11</td>
<td>568,358.65</td>
<td>551,959.99</td>
<td>541,450.00</td>
<td>593,412.00</td>
<td>364,455.00</td>
<td>400,403.33</td>
<td>379,570.46</td>
<td>624,102.88</td>
<td>6,148,478.14</td>
</tr>
<tr>
<td>Business Valet</td>
<td>5,157</td>
<td>6,891</td>
<td>9,202</td>
<td>10,904</td>
<td>12,916</td>
<td>12,913</td>
<td>11,626</td>
<td>12,724</td>
<td>12,913</td>
<td>20,051</td>
<td>14,764</td>
<td>12,306</td>
<td>145,111</td>
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<tr>
<td>Curbside Valet</td>
<td>8,421</td>
<td>9,732</td>
<td>11,239</td>
<td>11,239</td>
<td>11,129</td>
<td>10,044</td>
<td>10,300</td>
<td>11,423</td>
<td>6,709</td>
<td>7,737</td>
<td>7,305</td>
<td>6,312</td>
<td>109,535</td>
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</table>

**Parking Lot Spaces by Lot Type**

<table>
<thead>
<tr>
<th></th>
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<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly</td>
<td>2713</td>
<td>2713</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>4000</td>
</tr>
<tr>
<td>Daily</td>
<td>8233</td>
<td>8233</td>
<td>7308</td>
<td>7358</td>
<td>7358</td>
<td>7358</td>
</tr>
<tr>
<td>Long Term 1</td>
<td>3324</td>
<td>3324</td>
<td>3324</td>
<td>3324</td>
<td>3324</td>
<td>3324</td>
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<tr>
<td>Long Term 2</td>
<td>3158</td>
<td>3158</td>
<td>2758</td>
<td>2758</td>
<td>2758</td>
<td>3958</td>
</tr>
<tr>
<td>Long Term 3</td>
<td>1040</td>
<td>1040</td>
<td>890</td>
<td>890</td>
<td>890</td>
<td>890</td>
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<tr>
<td>Long Term 4</td>
<td>4006</td>
<td>4006</td>
<td>4006</td>
<td>4006</td>
<td>4006</td>
<td>4006</td>
</tr>
<tr>
<td>Valet Deck</td>
<td>0</td>
<td>3200</td>
<td>3200</td>
<td>3200</td>
<td>3200</td>
<td>6200</td>
</tr>
<tr>
<td>Total</td>
<td>22474</td>
<td>25674</td>
<td>21486</td>
<td>21536</td>
<td>21536</td>
<td>29716</td>
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</tbody>
</table>
## Current Parking and Valet Services Pricing

<table>
<thead>
<tr>
<th>Parking Location</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Long Term (lots 1-4)</td>
<td>$5</td>
</tr>
<tr>
<td>Daily</td>
<td>$7</td>
</tr>
<tr>
<td>Business Valet</td>
<td>$10</td>
</tr>
<tr>
<td>Curbside Valet</td>
<td>$19</td>
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</tbody>
</table>

## 2013 Current Staffing Position & Hours Worked

<table>
<thead>
<tr>
<th>Title</th>
<th># of Positions</th>
<th>Total Hours Worked/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cashier</td>
<td>15</td>
<td>31,309</td>
</tr>
<tr>
<td>Customer Service</td>
<td>18</td>
<td>36,400</td>
</tr>
<tr>
<td>Taxi Starter/Dispatcher</td>
<td>7</td>
<td>14,560</td>
</tr>
<tr>
<td>Spotter</td>
<td>25</td>
<td>52,416</td>
</tr>
<tr>
<td>Lot Attendant</td>
<td>4</td>
<td>8,736</td>
</tr>
<tr>
<td>License Plate Inventory</td>
<td>6</td>
<td>10,920</td>
</tr>
<tr>
<td>Commercial Lane Rep.</td>
<td>6</td>
<td>11,648</td>
</tr>
<tr>
<td>Trainer</td>
<td>1</td>
<td>2,080</td>
</tr>
<tr>
<td>Supervisor</td>
<td>4</td>
<td>8,736</td>
</tr>
</tbody>
</table>