

# RFP AVIA 21-28: Waste Hauling and Disposal Services

Pre-Proposal Conference Tuesday, March 23, 2021 10:00 AM

- ✓ Please mute your mic unless you are speaking.
- ✓ There will be an opportunity for Q&A at the end of the presentation; however, all questions are to be logged in e-bidding portal.

### AGENDA

- Introductions and Attendance List
- Proposal Submission
- Addenda and Bidder Questions
- Project Scope
- Scheduled Site Visit
- Instructions to Proposers
- Proposal Form and Supplements
- Charlotte Business Inclusion Program

- e-Builder Bidding Portal
- Airport Security Requirements
- Questions and Comments

### INTRODUCTIONS

#### **CLT Staff:**

- Drew Buckner, RFP Project Manager
- Kevin Lynch, CLT Project Manager
- Chris Garn, CLT Project Supervisor
- Marcus Choi, Charlotte Business INClusion Program Specialist
- Please post your name and company's name in the chat to record your company's attendance for today's pre-proposal meeting.
- You may also utilize e-Builder's Q&A section to enter your name and company's name in the portal.

## RFP SUBMISSION

- Date Due: Thursday, April 8, 2021
- Time Due: 10:00 AM EST
- Location: Accepting electronic submissions only via e-Builder e-Bidding portal.

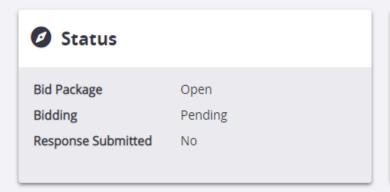
### ADDENDA AND PROPOSER QUESTIONS

- Addenda will be issued, if needed.
- Questions must be submitted and addressed in written form through the e-Builder portal.
- Deadline for submitting questions is Friday, March 26, 2021.
- For your RFP checklist, please check eBuilder to confirm the number of addenda issued.

# ADDENDA AND BIDDER QUESTIONS

#### Charlotte Douglas International Airport (CLT) / Solicitations 020 Facilities

RFP AVIA 21-28 Waste Hauling and Disposal Services

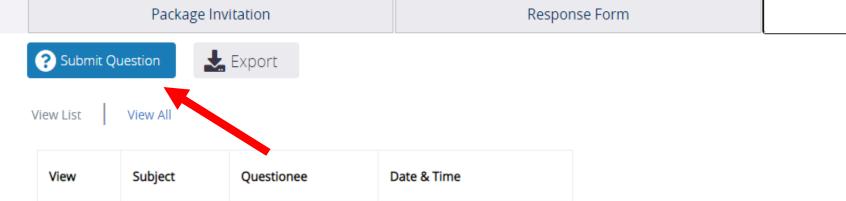


### 19 Days 23 Hours 50 Minutes Left

(GMT-05:00) Eastern Time (US & Canada)

Due on 04.08.2021 at 10:00 AM

<b>⊞</b> Summary	0.00
Base Bid Total Parts Mark Up Total	0.00



Q&A Board

Note: The date and time are shown in the bid time zone.

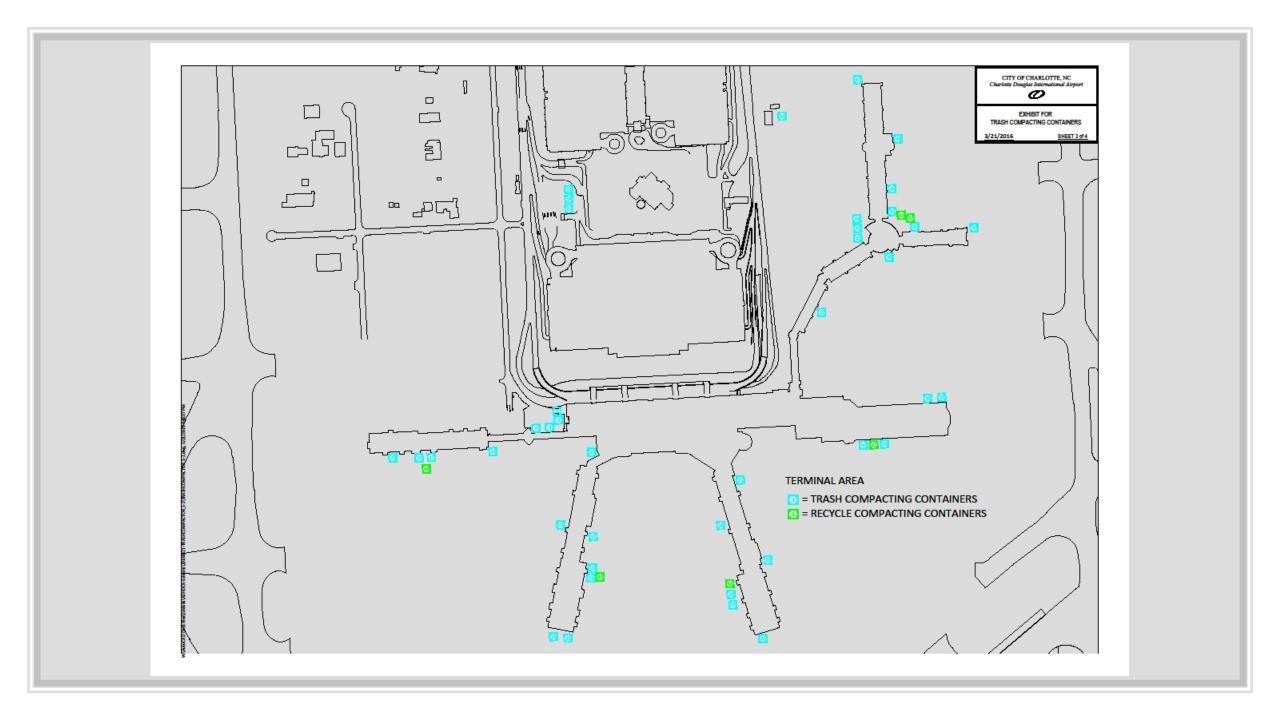
# CONTRACT SCOPE

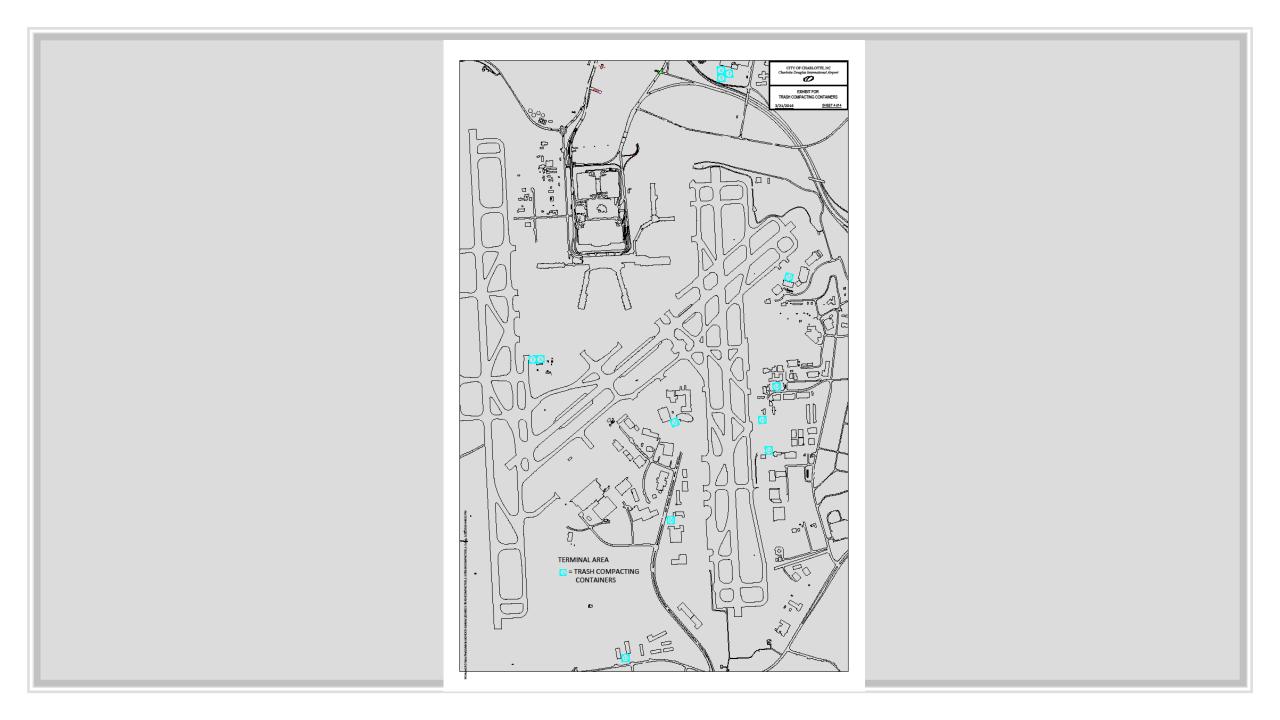
- The scope of this contract shall be to provide waste hauling, disposal, and maintenance/repair services for CLT 365 days per year, including holidays and weekends. The Company shall be responsible for providing the Work at the locations and per the schedule outlined in Attachment A.
- Responsibilities include, but are not limited to,:
  - Removal and disposal of waste.
  - Maintenance, repair and/or replacement of containers.
  - Acquire and maintain credentials (badging and AOA driving permits).
  - Provide additional containers upon request.

# ATTACHMENT A: **SCHEDULE**

Site #	Location	Address	Container	Est. Hauls/ Yr
1	Terminal Building Loading Dock	5501 Josh Birmingham Pkwy	30 YD Compactor	365
2	Terminal Building Loading Dock	5501 Josh Birmingham Pkwy	30 YD Compactor	365
3	Terminal Building Loading Dock/ OCC	5501 Josh Birmingham Pkwy	30 YD Compactor	156
4	Terminal Building Loading Dock/ Glass	5501 Josh Birmingham Pkwy	30 YD Covered	30
5	CLT Center Vert-i-pack	5601 Wilkinson Blvd	8 YD Compactor	156
6	CLT Recycle	5601 Wilkinson Blvd	8 YD	365
7	CLT Center/ C&D	5601 Wilkinson Blvd	30 YD	104
8	CLT Center/ Pallet	5601 Wilkinson Blvd	30 YD	26
9	CLT Center Waste A	5601 Wilkinson Blvd	20 YD	36
10	CLT Center Waste B	5601 Wilkinson Blvd	20 YD	36
11	Piper Lane A	3100 Piper Lane	30 YD	24
12	Piper Lane B	3140 Piper Lane	30 YD	24
13	Piper Lane C	3151 Piper Lane	30 YD	52
14	Old Terminal	4700 Yorkmont Dr	8 YD	52
15	Park 160	4900 West Blvd	8 YD	156
16	Wilson Air	5400 Airport Dr	8 YD	52
17	Medical Hanger	5309 Morris Field Dr	8 YD	52
18	GADO Building	5318 Morris Field Dr	8 YD	52
19	Police K9	3514 Barry Drive	8 YD	52
20	Fleet Maintenance	3701 Harley Ave	8 YD	52
21	Fleet Maintenance	3701 Harley Ave	8 YD	52
22	Fleet Maintenance Recycle	3701 Harley Ave	8 YD	52
23	Hourly Parking Deck A Vert-i-pack	5501 Josh Birmingham Pkwy	8 YD Compactor	365
24	Hourly Parking Deck Recycle Vert-i-pack	5501 Josh Birmingham Pkwy	8 YD Compactor	365
25	Cargo 7	4302 Yorkmont Rd	20 YD	52

Site #	Location	Address	Container	Hauls/ Yr
26	AOA Ramp Vert-i-pack- A6 A	5501 Josh Birmingham Pkwy	8 YD Compactor	365
27	AOA Ramp Vert-i-pack- A6 B	5501 Josh Birmingham Pkwy	8 YD Compactor	365
28	AOA Ramp Vert-i-pack- A23 A	5502 Josh Birmingham Pkwy	8 YD Compactor	365
29	AOA Ramp Vert-i-pack- A23 B	5503 Josh Birmingham Pkwy	8 YD Compactor	365
30	AOA Ramp Vert-i-pack- A25 A	5504 Josh Birmingham Pkwy	8 YD Compactor	365
31	AOA Ramp Vert-i-pack- A25 B	5505 Josh Birmingham Pkwy	8 YD Compactor	365
32	AOA Ramp A Exp Connector	5505 Josh Birmingham Pkwy	8 Yd	
33	AOA Ramp Vert-i-pack- B4	5501 Josh Birmingham Pkwy	8 YD Compactor	365
34	AOA Ramp Vert-i-pack- B5	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- B10 A	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- B10 B	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- B10 C	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- B11	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- B16	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- C4	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- C7	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- C10	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- C11	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- C13 A	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- C13 B	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- C18	5501 Josh Birmingham Pkwy	8 YD Compactor	365
-	AOA Ramp Vert-i-pack- D4	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- D5 A	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- D5 B	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- D12	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E3	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E9	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E10	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E13	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E20 A	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E20 B	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E20 C	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E21	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E27 A	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E27 B	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E34 A	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E34 B	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E (after construction)	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack- E (after construction)	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack Recycle- A6	5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack Recycle- A23	5502 Josh Birmingham Pkwy	9 YD Compactor	365
	AOA Ramp Vert-i-pack Recycle- B10	5501 Josh Birmingham Pkwy	8 YD Compactor	365 365
	AOA Ramp Vert-i-pack Recycle/ Cardboard- C4  AOA Ramp Vert-i-pack Recycle- C11	5501 Josh Birmingham Pkwy 5501 Josh Birmingham Pkwy	8 YD Compactor	365
	AOA Ramp Vert-i-pack Recycle- C11 AOA Ramp Vert-i-pack Recycle- D5	5501 Josh Birmingham Pkwy	8 YD Compactor	365
				365
	AOA Ramp Vert-i-pack Recycle- E20 A  AOA Ramp Vert-i-pack Recycle- E20 B	5501 Josh Birmingham Pkwy 5501 Josh Birmingham Pkwy	8 YD Compactor 8 YD Compactor	365
		5501 Josh Birmingham Pkwy	8 YD	365
	AOA Ramp/ Express Trailer AOA Ramp Compactor Plaza A	5501 Josh Birmingham Pkwy	30 YD Compactor	365
	AOA Ramp Compactor Plaza B	5501 Josh Birmingham Pkwy	15 YD Compactor	365
	AOA Ramp Mid Field	5501 Josh Birmingham Pkwy	20 YD	52
	AOA Ramp Mid Field	5501 Josh Birmingham Pkwy	20 YD	52
	AOA Ramp Mid Field Wood	5502 Josh Birmingham Pkwy	20 YD	12
	AOA Ramp Cargo 7	4302 Yorkmont Rd	30 YD	24
79	AOA Namp Cargo /	4302 TOTKITOTIC NU	30 10	24
			indicates city-owned ed	winment





# TO SCHEDULE A SITE VISIT

Site visits for this solicitation must be scheduled and must comply with social distance requirements.

- 1. Will have to schedule times to visit as service locations are behind a secured fence.
- 2. Personal information is required three (3) days in advance (not including weekend) for a visitor's badge.

Schedule site visits via email:

Drew Buckner: <a href="mailto:andrew.buckner@cltairport.com">andrew.buckner@cltairport.com</a>

# TO SCHEDULE A SITE VISIT TO THE ACTUAL JOB SITE LOCATION

- At least 3 days prior to the site visit, Procurement must be provided with the following information for all visitors planning to attend the visit:
  - Full name (First, Middle (if applicable), Last)
  - Gender
  - Date of Birth
  - Purpose of Visit: Site visit for proposal submission for Waste Hauling and Disposal Services.
- All non-badged visitors will need to present a valid form of ID in order to receive their visitor's pass on the day of arrival. If they do not have ID, we cannot issue a visitor pass, and they will not be able to go through screening.
- Reminder for all visitors:
  - You will be going through TSA screening. **ALL STANDARD SECURITY RULES APPLY.** No liquids, gels, tools, etc. Easier to just leave all bags in their cars.
  - NO WEAPONS!!!!!! This includes pepper spray, knives (To include pocketknives!), guns, anything you would not take on a plane cannot be brought to this site visit. No exceptions, this is the warning we will give during the pre-bid (feel free to forward this email). Violators will receive a Police citation, be prohibited from getting a badge here (so, they won't be able to work on the project), and will be investigated by TSA, which could include additional fines up to \$13,669.
  - Once through screening, that is the 1 visitor pass the visitors will receive. If someone leaves the Sterile Area to the public side, that's it for the day.
  - There is not a smoking area past screening, so please take care of that before the visit.

# INSTRUCTIONS TO PROPOSERS

- Contract Term Three (3) years with possible two (2), one (1) year renewal.
- Insurance Requirements are located in Section 8 and 9 of the contract:
  - 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.
  - 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.

# PROPOSAL FORM AND SUPPLEMENTS

 RFP Forms 1-3,5,6 and CBI Form 3 are required forms that must be submitted with your proposal response package.

# RFP FORM 1 – PROPOSAL FORM

#### 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

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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

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

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

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#### 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:	

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# RFP FORM 2 – Qualifications and Proposer Requirements

#### 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 <u>Form 2</u> 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 Proposals. 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.

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	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	I	
another Airport owner/operator?		

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#### 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.

Address	
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. OPERATIONS PLAN

Proposer should attach an operations plan, clearly marked, that includes information on specific services provided by the Proposer as part of the Work. This could include, without limitation and as applicable, training plan, quality monitoring program, project schedule, implementation plan, transition plan or any other information related to how the Proposer intends to operate in providing the Work to CLT.

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#### F. STAFFING PLAN

Proposer should provide a staffing plan, which includes how staffing support will be provided to ensure the Work is provided in compliance with the Specifications. This could include, without limitation and as applicable, staffing numbers, schedules, types of positions and location of personnel.

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#### FORM 3

#### NONDISCRIMINATION CERTIFICATION

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

- In preparing the enclosed proposal, the Proposer has considered all proposals submitted from qualified, potential subconsultants and suppliers and has not engaged in discrimination as defined in Section 2.
- For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier based on race, ethnicity, gender, age 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.
- 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 thereunder, 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 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.
- 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 or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
- 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:	

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# RFP FORM 3 – NON-DISCRIMINATION CERTIFICATION

# CHARLOTTE BUSINESS INCLUSION PROGRAM (CBI)

- Small Business Enterprise ("SBE") Goal
- Minority Business Enterprise ("MBE") Goal
- Minority Small Business Enterprise ("MSBE") Goal
- CBI Form 3: Utilization Commitment, needs to be signed and returned with response. Form 3 can be found at <a href="https://www.cltairport.com">www.cltairport.com</a> under "Business with CLT; Business Diversity; Charlotte Business INClusion (CBI) Program; scroll to bottom of page and find "CBI Form 3 (Services): Subconsultant Utilization Form".
- Also, see Section 1 #23 of the solicitation for CBI Program requirements and forms
- The City will negotiate an MSBE participation goal for this contract.

# RFP FORM 4 – CHARLOTTE BUSINESS INCLUSION PROGRAM REQUIREMENTS

#### FORM 4

CHARLOTTE BUSINESS INCLUSION PROGRAM OR DISDVANTAGED ENTERPRISE
PROGRAM REQUIREMENTS

#### CBI Program- Negotiated Goal

#### A. Overview

For this project, the City will negotiate an MSBE 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 <u>CBI Form #3 – Utilization</u> <u>Commitment</u> 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 <u>ONLY</u> CBI form that should be attached to the Proposer. CBI Form #3 can be found on CLT's website at <u>www.cltairport.com</u> under "Business with CLT – Business Diversity Programs".

To search the database of certified vendors, please go to

https://charlotte.diversity.compliance.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 <a href="https://www.charlottebusinessinclusion.com">www.charlottebusinessinclusion.com</a>,

#### C. Additional Information

The Company will also be required to submit <u>CBI Form #4 – Letter of Intent</u> 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 <u>CBI Form #6 – Payment Affidavit</u> 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 <a href="https://www.cltairport.com">www.cltairport.com</a> under "Business with CLT – Business Diversity Programs".

Should subcontracting opportunities arise at any point during this Contract, Company shall fill out and submit CBI Form 6- Payment Affidavit, which is available in the Doing Business Section of the CLT website at <a href="https://www.cltairport.com">www.cltairport.com</a>.

Failure by the Company to comply with the CBI Program shall constitute a breach of the Contract exposing the Company to a potential termination of the Contract or other appropriate remedy, including withholding of funds, until the Company complies with all the CBI Program requirements.

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# CBI FORM 3 (SERVICES): SUBCONSULTANT UTILIZATION FORM

#### Charlotte Business INClusion CBI FORM 3: Subcontractor / Supplier Utilization Commitment (page 1 of 2) This form MUST be submitted at the time of Proposal Submission Date. Copy this CBI Form 3 as needed. This form (CBI Form 3), captures information regarding the MWSBEs and other subcontractors and suppliers that the Proposer intends to use on the Contract FOR ALL TIERS. Proposer Name: Contract Name: Established MWSBE Goal: To Be Negotiated Project Number: N/A List below all MWSBEs that you intend to use on this contract MWSBE Vendor Name NIGP Code Description of work Vendor# Total Projected (Specify Certification type for Utilization (\$) each firm) N/A N/A N/A List below all non-MWSBEs (subcontractors and suppliers) that you intend to use on this contract Firm Name Description of work Projected Utilization (if known) N/A N/A N/A 5 N/A Total MWSBE Utilization Total Bid Amount (including Contingency) S N/A Percent MWSBE Utilization\* (Total MWSBE Utilization divided by Total Bid Amount) % N/A \* The MWSBE Utilization percentage stated here MUST be rounded to (2) decimal places.

#### Charlotte Business INClusion

CBI FORM 3: Subcontractor / Supplier Utilization Commitment (page 2 of 2)

#### Letters of Intent submitted upon notice from the City

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 MWSBE it commits to use to meet the Contract goal. Each Letter of Intent must be executed by both the MWSBE and the Proposer. The City shall not count proposed MWSBE 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 MWSBE participation committed throughout the duration of the Contract, except as specifically allowed in Part D.
- . If you need to terminate or replace a MWSBE, 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 MWSBE 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-MWSBE and MWSBEs) 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.

Per Part C, Section 3.3, a Regular Dealer as defined in the CBI Policy shall only count 60% of all expenditures towards the MWSBE Goal. In addition, a Hauler, Broker, or Packager shall only count fees or commissions charged by the MWSBE toward the MWSBE Goal. The Bidder is still obligated to pay the MWSBE the full amount listed on the Contract with the MWSBE regardless of what percentage is actually counted towards the MWSBE Goal.

#### Signatur

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			

# RFP FORM 5 – CONFIDENTIAL INFORMATION

#### FORM 5 CONFIDENTIAL INFORMATION

Company 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 Company's Proposal or termination of the Contract.

- 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:
  - 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
  - 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 Contract if applicable.

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

- RESTRICTIONS AND REQUIREMENTS. The Company shall comply with the following restrictions and requirements regarding Confidential Information:
  - a. Company 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.
  - Company 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. Company 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 Company 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 forgoing, Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
  - d. Company 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.
  - Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
  - Company 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, Company 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.
  - All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential

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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.

- Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- j. Company 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. Company 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. Company shall ensure that each person who obtains access to Confidential Information through Company (including but not limited to Company's employees and subcontractors) has undergone training sufficient to understand his or her responsibilities with respect to these Confidentiality Requirements.
- EXCEPTIONS. The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:
  - a. was already known to Company prior to being disclosed by the City;
  - b. was or becomes publicly known through no wrongful act of Company;
  - was rightfully obtained by Company from a third party without similar restriction and without breach hereof;
- d. was used or disclosed by Company with the prior written authorization of the City;
- was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company 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 Company 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.

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4. REMEDIES. Company acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if 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. 5. DATA. The Company 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 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 Confidentiality Requirements.

Company Name:	
Signature:	
Printed Name:	
Date:	

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#### 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:

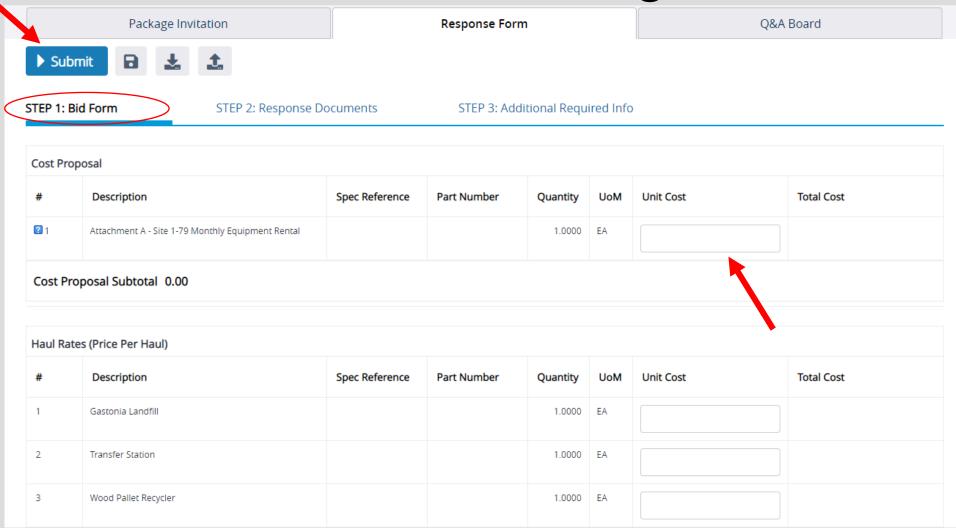
- 1. All price increases over the term of the contract must be noted.
- 2. If/when there is an error in extension prices, the unit prices, when available, shall govern.
- If/when exceptions are taken, pricing must reflect the requested items as stated in the Specifications and as if the exceptions were 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.
- 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.
- Additional costs associated with the Work must be added as separate line items to the worksheet.

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.

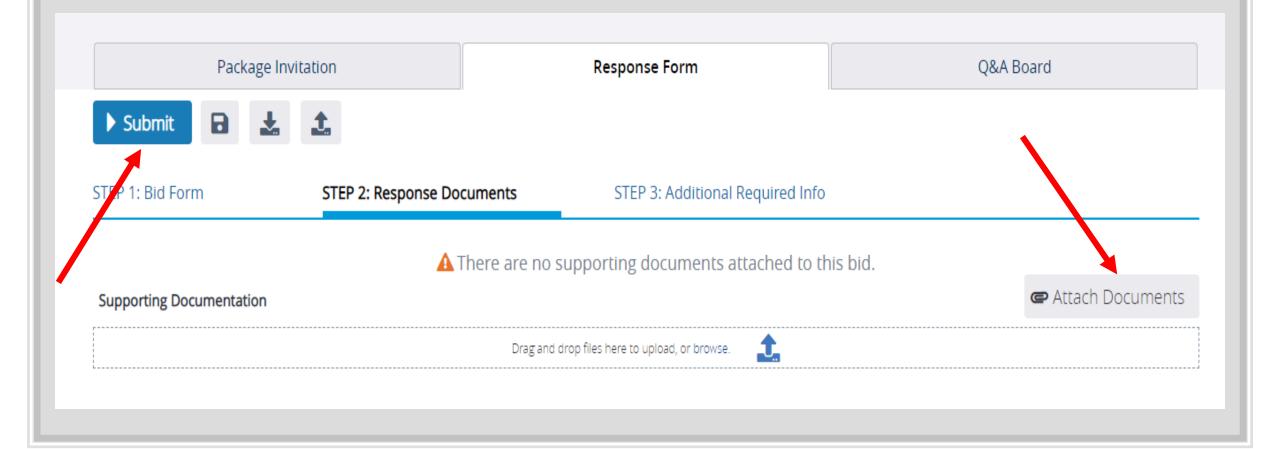
Company Name	
ignature: _	
Printed Name: _	
Date: _	

# RFP FORM 6 – PRICING WORKSHEET

# E-Builder Bid Pricing Portal



# E-Builder Submission Portal



# AIRPORT SECURITY REQUIREMENTS

# Security Program

# Airport Badging Requirements

Please see requirements in solicitation packet and go to <a href="https://www.cltairport.com/business/credentialing">www.cltairport.com/business/credentialing</a> for all information regarding CLT's Security Program, Policies and Procedures, FAQs, etc.



### Additional Questions & Comments

For assistance accessing E-Builder please email: andrew.buckner@cltairport.com



#### **CLT AIRPORT ABBREVIATIONS AND SOLICITATION TERMS**

- Charlotte Douglas International Airport (CLT)
- Request for Proposals (RFP) requesting/soliciting for detailed proposals from qualified companies to perform work
- Invitation to Bid (ITB) requesting/soliciting for bids, usually tied to lowest bidder (may include questionnaire to review experience)
- Request for Quote (RFQ) requesting quotes from interested providers
- Request for Qualification (RFQ) soliciting for proposal from qualified companies. Evaluation is based upon qualifications
- Certificate of Insurance (COI)
- Air Operations Area (AOA)
- Federal Aviation Administration (FAA)
- Security Identification Display Area (SIDA)
- Transportation Security Administration (TSA)
- Minority, Women, Small Business Enterprises (MWSBE)
- Disadvantaged Business Enterprise (DBE)
- Airport Concessions Disadvantaged Business Enterprise (ACDBE)
- Charlotte Business Inclusion (CBI)
- Letter of Intent (LOI)