



**REQUEST FOR PROPOSALS  
FOR +/-19.46-ACRE LAND LEASE AT  
WILKINSON BOULEVARD AND TODD  
ROAD**

Date: January 13, 2022

Wilkinson Boulevard 19-Acre Land Lease  
RFP

Subject: Request for proposals regarding a portion of the following property:

**Tax identification number 05537121**

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This letter extends an invitation for the submission of proposals to develop the Charlotte Douglas International Airport property indicated above. Responses to this RFP will be received via email addressed to [economicaffairs@cltairport.com](mailto:economicaffairs@cltairport.com) until **3:00 PM on Thursday, March 17, 2022**. The property with tax identification number 05537121 is being subdivided by the City of Charlotte at the Aviation Department's request. The plat for the +/-19.46 acres being offered in this RFP is included as an exhibit to the RFP. The subject property of this RFP is located on the western portion of the parcel with tax identification number 05547121. It is bound by Todd Road to the north and west, Wilkinson Blvd to the south, and Ticer Branch Creek to the east.

Due to CLT's relationship with the federal government, this property has been assessed for potential environmental impacts and mitigations to those impacts. CLT has proposed this site be developed as a gas station. We have included a proposed site plan for this property which has been reviewed by the Federal Aviation Administration as a part of the environmental assessment for the site. Proposers can use the site plan as proposed or they can submit one of their own rendering. Please note, site plans or uses that differ from the attached site plan may have greater environmental impacts which will result in delays in execution of the contract if additional environmental review is required.

A non-mandatory pre-response conference to review the RFP and answer questions regarding the project, will be held on **Wednesday, February 10, 2022 at 3PM**, via Microsoft Teams. You are encouraged to attend and to have a copy of the RFP accessible at that time. To receive the Teams link for this meeting, please email Jennifer Thompson ([economicaffairs@cltairport.com](mailto:economicaffairs@cltairport.com)).

Any changes to the terms, conditions or specifications stated in this Request for Proposals will be documented in a written addendum, issued by the Charlotte Douglas International Airport. These addenda will be posted on the Internet and may be accessed at <https://www.cltairport.com/business/commercial-development/wilkinson-19>.

Questions should be directed to the RFP Project Manager, Jennifer Thompson at [economicaffairs@cltairport.com](mailto:economicaffairs@cltairport.com). Thank you in advance for your interest in doing business with the Charlotte Douglas International Airport. We look forward to your participation!

Sincerely,

**Stuart Hair**  
**Economic & Community Affairs Director**

**Checklist for submitting a Proposal:**

**Proposal Copies** - Please provide the specified number for each format

- ☐ 1 Electronic Original

**Proposal Format** - Proposal should be formatted as follows:

- ☐ Form 1, Proposal Submission Form
- ☐ Form 2, Addenda Acknowledgement
- ☐ Form 3, Pricing Worksheet
- ☐ Form 4, Proposer Experience, Qualifications and History
- ☐ Form 5, Construction Concept and Timeline

## I. GENERAL INSTRUCTIONS

### A. INTRODUCTION

Pursuant to this Request for Proposals ("RFP"), Charlotte Douglas International Airport ("CLT" or "Airport"), which is owned and operated by the City of Charlotte, North Carolina, is seeking Proposals to enter into a ground lease with qualified, experienced companies (individually or collectively, the "Proposer") for the development, construction and operation of a gas station or similar end use (the "Services"). Details of the requested Services are attached hereto as Exhibit A. The RFP consists of the following components:

Section 1: General instructions and special conditions that apply to this RFP

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

Section 3: Scope of Work (**Exhibit A**), Sample Contract (**Exhibit B**), property plat as submitted to the City of Charlotte Planning, Design and Development Department (**Exhibit C**), proposed site plan (**Exhibit D**), Development Height Assessment, (**Exhibit E**), and Environmental Assessment Finding of No Significant Impact (**Exhibit F**).

The Services will be governed by a contract, a sample of which is attached hereto as Exhibit B (the "Agreement"). Proposers are advised to carefully read and review the form Agreement as they prepare their Proposals to this RFP. CLT reserves the right to revise the terms of the form Agreement at any time during the RFP process and to negotiate different terms with the selected Proposer ("Company").

Proposers are encouraged to also carefully review all sections of this RFP including all attachments and exhibits as they prepare their Proposals. Failure to comply with the terms, conditions and requirements of this RFP may result in disqualification of the Proposer in the sole discretion of CLT.

**B. SCHEDULE**

DATE	ACTIVITY (All times are EST)
1/13/2022	Issue RFP
2/3/2022	Deadline for Submission of Written Questions prior to Pre-Proposal Conference
2/10/2022	Non-mandatory pre-proposal conference at 3:00pm EST
2/24/2022	Deadline for final written questions
3/3/2022	Answers to written questions posted as an addendum on the RFP webpage
3/17/2022	Proposals are due at 3:00pm EST
3/30/2022	Awardee notified; begin due diligence
5/23/2022	City Council approves Contract (tentative)
6/1/2022	Estimated start date of lease agreement

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

**C. DEFINITIONS**

- (1) Airport shall mean Charlotte Douglas International Airport aka "CLT"
- (2) Proposal shall mean the response to this RFP completed on the Proposal Forms.
- (3) Proposal Forms shall mean the forms attached hereto in Section 2 and submitted as the response to this RFP.
- (4) Proposer shall mean an individual or entity submitting a Proposal in response to this RFP.
- (5) City shall mean the City of Charlotte.
- (6) Company shall mean the successful Proposer.
- (7) Contract shall mean the terms and conditions under which the Company shall purchase the Properties.
- (8) RFP Project Manager shall mean the Airport employee identified in Section 1.D.1 and who is responsible for the facilitation of this solicitation process.
- (9) Project Manager shall mean the Airport or Company employee who is the point of contact under the Contract.
- (10) Specifications shall mean the scope and details of the Properties that the Company will purchase under the Contract.
- (11) Properties shall mean the land or properties provided under this Contract.

#### **D. INSTRUCTIONS TO PROPOSERS**

1. Point of Contact

The point of contact for all submissions and correspondence regarding this RFP will be Jennifer Thompson ("RFP Project Manager") who may be reached by email at [economicaffairs@cltairport.com](mailto:economicaffairs@cltairport.com). Submissions of questions, correspondence, or requests for clarifications regarding the Services to persons other than the RFP Project Manager will not receive a response and may result in the disqualification of the Proposer.

2. Non-Mandatory Pre-Response Conference

A Pre-Response Conference will be conducted on the date and at the time stated in the RFP Schedule above via Microsoft Teams. If planning to attend the conference, please email the following information to the RFP Project Manager at the address listed above including any special accommodation(s) required. You will receive instructions on how to join the Teams meeting via email.

Company Representative Name	Title	Phone Number	Email Address

3. Questions and Addenda

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

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

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

Interpretations, clarifications, supplemental instructions and/or changes to the terms, conditions or requirements of this RFP will be documented in written addenda and posted to the CLT website at: <https://www.cltairport.com/business/commercial-development/wilkinson-19>.

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

#### 4. RFP Acknowledgement

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

#### 5. Proposal Format

CLT desires all Proposals to be identical in format in order to facilitate the evaluation process. Failure to comply with the format requirements set forth herein may result in rejection of the Proposal. Proposals shall consist of all forms included in this RFP ("Forms") as provided in **Section 2**. All proposals must be submitted solely on these forms. Failure to comply with the format requirements set forth herein may result in rejection of the Proposal.

#### 6. Submission Requirements

Proposers must submit one (1) electronic complete Proposal signed in ink by a company official authorized to make a legal binding offer in a searchable Adobe Acrobat .pdf format to the RFP Project Manager via email to [economicaffairs@cltairport.com](mailto:economicaffairs@cltairport.com) no later than the date and time set forth in the RFP Schedule above, according to CLT's clock.

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

7. Guarantor

If the Proposer is a subsidiary of another entity, the Airport requires that the Proposer's parent entity provide a guarantee of payment of all of the Proposer's obligations under the Contract. The Airport may also require from any Proposer a guaranty from another entity, other than the parent, where applicable, if the Airport concludes that such guaranty would be beneficial to protect the Airport's interest. If a guarantor is required, the Proposer must: (a) identify a guarantor that is acceptable to the Airport, (b) provide the Airport with the same financial information about the guarantor that the Proposer is required to provide about itself under this RFP; and (c) provide the Airport with a signed, legally binding guaranty agreement from the approved guarantor that is acceptable to the Airport in its sole discretion. Failure to comply with the foregoing shall be grounds for rejection of the Proposer's Proposal.

8. Binding Offer

Each Proposal submitted in response to this RFP constitutes a firm offer that is binding for ninety (90) days from the date of the Proposal opening and must comply with all terms, conditions and requirements stated in this RFP, except to the extent the Proposer takes exception to such provisions in the manner required by **Section 1.D.14**.

9. Award of Contract

CLT reserves the right to award the Contract based on the highest responsive, responsible Proposer taking into consideration award criteria found in **Section I.E**

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

10. Contract Award by City Council

As soon as practical after opening the Proposals, the name of the apparent successful Proposer will be submitted to the City Council for final approval and award. Prior to the



recommendation to the City Council, the successful Proposer must provide to the Airport a Letter of Intent. Upon approval of the proposed Contract by City Council, the Airport will execute the Letter of Intent and send a copy to the successful Proposer. In the event that Council approval is not received within ninety (90) days after opening of the Proposals, the successful Proposer may request that it be released from the Proposal unless the time lapse is at the request of the Proposer. **The City Council may, in its sole and absolute discretion, accept or reject the recommendation to award the Contract and supporting ancillary documents.**

Upon the execution of a Letter of Intent, the successful Proposer will be required to provide a non-refundable due diligence fee of \$50,000 to the City of Charlotte. Such fee will apply to the lease amount on the Possession Date. Further details will be provided to the successful Proposer.

#### 11. Accuracy of RFP and Related Documents

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

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

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

#### 12. Proposer's Cost of Proposal Preparation

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

13. Attempts to Influence the Selection Process

Except for clarifying written questions sent to the RFP Project Manager, all Proposers, including all persons acting on their behalf, are strictly prohibited from contacting City staff on or regarding any matter relating to this RFP from the time the RFP is issued until the intent to award is communicated to Proposers. **CLT reserves the right to disqualify any Proposer who contacts a City staff concerning this RFP other than in accordance with this RFP.**

14. How to Submit an Objection

When a Proposer has an objection to the terms and conditions of this RFP or to the Contract as included in **Section 3**, the Proposer may submit such objection by doing the following:

- (A) When a pre-response conference is scheduled, the Proposer should either present their objection at that time (either verbally or in writing) or submit a written objection prior to the scheduled pre-response conference.
- (B) When a pre-response conference is not scheduled, Proposers must submit objections in writing no later than the deadline to submit questions as stated in the scheduled on the first page of this RFP.
- (C) Except for objections raised at the pre-response conference, all objections must be directed to the RFP Project Manager.
- (D) Failure to object in the manner specified in this Section shall constitute a waiver of any objections the Proposer may have to the terms and conditions or to anything that occurred during this RFP process.

15. RFP Not an Offer

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

16. Withdrawal of Proposal; Correction of Errors

Withdrawal of the proposal may occur at any time prior to the submission deadline as

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

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

#### 17. Disqualification of Proposal

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

#### 18. No Collusion or Conflict of Interest

By responding to this RFP, the Proposer shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Proposer submitting a separate response to this RFP and is in all respects fair and without collusion.

#### 19. CLT's Rights and Options

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

- i. To supplement, amend, substitute, withdraw or otherwise modify this RFP at any time;

- ii. To issue additional requests for information or proposals;
- iii. To require a Proposer to supplement, clarify or provide additional information for CLT to evaluate its Proposal;
- iv. To conduct investigations with respect to the qualifications of each Proposer;
- v. To waive any defect or irregularity in any Proposal received;
- vi. To share the Proposal with City and/or CLT employees and contractors as deemed necessary;
- vii. To discuss and negotiate with selected Proposer any terms and conditions in the Proposal including but not limited to financial terms;
- viii. To enter into any agreement deemed by CLT to be in the best interest of CLT;
- ix. To reject any or all Proposal submitted;
- x. To re-advertise for Proposals using this RFP or a different RFP or solicitation, including using the Proposal for future solicitations or contracts associated with Property; and
- xi. To at any time privately negotiate a sale of any of the properties represented in this RFP when it is determined that the sale will advance or further any Charlotte City Council-adopted economic development, transportation, or land use plan or policy.

## 20. Representation by Broker

The City will not be responsible for any fees, expenses or commissions for brokers or their agents. Communications by or between employees of or contractors to the City and any potential or actual Proposer's 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, Proposer agrees to hold the City harmless from any claims, demands, actions or judgments in connection with such broker fees, expenses or commissions.

## 21. Ownership and Public Records Law

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

Trade Secret or confidential, Proposer agrees to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred relating to the City choosing to withhold any material based on Proposer's designation of said material as a trade secret or confidential.

22. Title VI Solicitation Notice.

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

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

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

**E. SELECTION CRITERIA AND MINIMUM REQUIREMENTS**

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

<b>Selection Criteria</b>	
<b>Experience</b>	CLT will evaluate the Proposer based on its ability to meet the Experience requirements as set forth in the Scope including past experience providing the Services at similar facilities within the past 5 years.
<b>Construction Concept and Timeline</b>	CLT will evaluate the Proposers proposed concept for the Services as well as the proposed time for completion as more specifically set forth in the Scope.
<b>Compensation</b>	CLT will evaluate the Proposer on the overall compensation proposed related to the provision of the Services.

Construction Concept and Timeline as well as Compensation should reflect any off-site improvements required by development standards as defined in local ordinances and any applicable North Carolina statutes. As these off-site improvements will be specific to each

individual proposed site plan, CLT is unable to provide any information on anticipated off-site improvements.

#### **F. EVALUATION COMMITTEE AND AWARD OF CONTRACT**

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

CLT may in its discretion require one or more Proposers to make presentations to the Evaluation Committee or appear before CLT and/or its representatives for an interview. During such interview, the Proposer may be required to present its Proposal and to respond in detail to any questions posed.

Additional meetings may be held to clarify issues or to address comments, as CLT deems appropriate. Proposers will be notified in advance of the time and format of such interviews and/or meetings.

The Evaluation Committee will consider all relevant materials and information in making its selection. The Evaluation Committee will select and recommend the Proposer that it determines, in its sole discretion, is best able to provide the Services.

CLT will inform the Company that it has been selected, subject to final agreement on all terms and conditions of the Agreement. Upon Proposer's execution of the Agreement, the Aviation Director may submit it to City Council for approval. If CLT and the Company are unable to agree on the final terms, the Company will be excused from further consideration and CLT may, at their option, select another Proposer.

The City Council may, in its sole and absolute discretion, accept or reject the recommendation of the Evaluation Committee, Agreement, and supporting ancillary documents. The City shall have no obligations under this RFP until City Council has formally approved the award of the Agreement to the Company and the Agreement has been executed by both parties.

#### **G. CONSENT TO INVESTIGATE**

The selection of the proposer will be based on a thorough investigation of the proposals submitted in response to this RFP. As part of the selection process, CLT may request that Proposers provide additional information, including without limitation, financial records, certified bank statements or other company records relevant to the Evaluation Committees review of the proposals. By submitting a Proposal, each Proposer consents

to any investigation the City deems necessary.

**H. FINANCIAL CAPACITY**

Proposer must certify as part of the Proposal that it has the financial ability to deliver to market the development as proposed; however, Proposer's financial information will not be a required as part of the Proposal.

Upon inspection of the Proposals, CLT reserves the right to request any and 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 seal it in envelope and mark it "CONFIDENTIAL.". Financial information submitted in this manner may not be subject to disclosure under North Carolina's public records laws.

**I. DISCLAIMER**

The information contained in this RFP forms, exhibits and attachments, 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.

## SECTION 2: PROPOSAL FORMS

### **FORM 1** **PROPOSER SUBMISSION FORM**

This Proposal is submitted by:

Company Name: \_\_\_\_\_

Representative (printed): \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

State of Incorporation: \_\_\_\_\_

Business Type:

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Partnership     |
| <input type="checkbox"/> Sole Proprietorship           | <input type="checkbox"/> Joint Venture   |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Other (Specify) |

It is understood by the Proposer that the Airport reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the Airport, to waive formalities, technicalities, to rescind and re-issue this RFP. Proposals are valid for ninety (90) calendar days from Proposal Due Date.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Please type or print name**



**FORM 2**  
**ADDENDA ACKNOWLEDGEMENT**

Confirm by placing a check mark in the space provided that as the Proposer the information listed below has been reviewed and compiled within the submission of a response to this RFP.

**(A)**    ☐    Addenda acknowledgement. Please contact the RFP Project Manager to verify the number of addenda issued via email at [economicaffairs@cltairport.com](mailto:economicaffairs@cltairport.com).

**Addenda Receipt: The following confirms receipt of all addenda issued for this RFP:**

Addendum #	Date Issued
_____	_____
_____	_____
_____	_____

**(B)**    ☐    Proposal document has been signed by authorized Proposer official.

**(C)**    ☐    Proposal package has been properly labeled per the instructions. (See Section 1.D.6)

**(D)**    ☐    Proposal Response Package Forms

1. Proposer Submission – Form 1
2. Addenda Acknowledgement - Form 2
3. Pricing - Form 3
4. Proposer Experience, Qualifications and History – Form 4
5. Construction Concept and Timeline – Form 5

The signature below certifies the Proposal response complies with the requirements of this RFP and that the above items A through D have been verified as complete. The Proposer further represents that it has read and can comply with all terms of the Contract, including without limitation, the insurance requirements.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Please type or print name**

**FORM 3**  
**PRICING WORKSHEET**

The undersigned commits the following pricing for the Properties:

<b><u>Ground Rent:</u></b>		Please propose an annual base ground rent to be paid to CLT.
<b><u>Lease Term</u></b>		Please propose a lease length with an anticipated start date of 6/1/2022 and an end date no later than 5/30/2042.

The undersigned hereby certifies the Proposer has read the terms of this RFP and is authorized to bind the firm to the information herein set forth. Further the Proposer certifies that in connection with this proposal:

1. The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the Proposer has not knowingly disclosed the prices that have been quoted in this proposal directly or indirectly to any other Proposer or to any competition prior to the opening of the proposals; and
3. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Please type or print name**

**FORM 4**

**PROPOSER EXPERIENCE, QUALIFICATIONS & HISTORY**

To be completed by Proposer

Responses on this form should include at a minimum:

1. **Experience and Qualifications**
2. **Proposer History**

**FORM 5**

**CONSTRUCTION CONCEPT AND TIMELINE**

To be completed by Proposer

Responses on this form should include at a minimum:

1.     **Development Plan**
2.     **Site Plan and Rendering**
3.     **Project Schedule**

## **EXHIBIT A**

### **SCOPE OF WORK**

The purpose of this Land Lease RFP is to seek a commercial development partner who will best fulfill CLT's commercial development program goals and objectives as delineated in the RFP. The Company may be the actual operator of selected services or may subcontract services with other operating businesses.

#### **1. Goals and Objectives**

CLT seeks high quality developer or end user who can develop and bring to market a visually appealing gas station, or similar usage, that compliments the Airport and the nearby commercial properties, located at the northeast intersection of Todd Road and Wilkinson Boulevard (see **Exhibit C**).

To meet these goals and objectives, the proposal must:

- a) Provide complete development, design, construction, and operation plan for the proposed end use.
- b) Meet all applicable Federal, State and local laws, regulations ordinances and requirements

#### **2. Site Location and Description**

The site is located at the northeast intersection of Todd Road and Wilkinson Boulevard. The property's tax ID is 05537121 (to be subdivided per Exhibit C) and is zoned I-2. The property consists of +/-19.46 acres net of the right of way, which is located on the corner of Wilkinson Blvd. and Todd Road and is approximately one-tenth mile from the Wilkinson Boulevard exit on Interstate 485. For more details see Exhibit C for site drawings.

#### **3. Experience and Qualifications**

Furnish a statement detailing Proposer's background, experience and qualifications. This should include the following:

- Must have two (2) years continuous experience, within the last five (5) years, in the ownership, maintenance, management or operation of the proposed use.
- Description of Proposer's corporate structure (corporation, partnership, joint venture, partnership) including state of incorporation, the executive team and any substantive changes to the corporate structure within the previous five (5) years.
- Descriptions of current business operations, including (i) number; (ii) type; (iii)

location; and (iv) a description of services provided.

Provide any other information that supports Proposer's selection that may be beneficial to CLT's review of this Proposal, including but not limited to experience and already planned development proximate to this or other airports.

#### **4. PROPOSER HISTORY**

Proposers must provide a statement regarding:

- a) Any 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 Services as that requested under this RFP;
- b) Any past due arrearages or is the Proposer in breach of any previous or existing contract with the City;
- c) Any bankruptcy in the past ten (10) years; and
- d) During the past ten (10) years, any of Proposer's concession agreements, management agreements, leases or other contractual agreements that have been canceled or terminated, either voluntarily or involuntarily, by an Airport owner/operator or others related to similar Services.

#### **5. DEVELOPMENT PLAN**

The Development Plan should demonstrate an understanding of the site's opportunities and constraints, and a realistic, market-based approach to development that meets CLT's goals for the project. The Development Plan must include at a minimum, the following:

- a) The overall design concept for each component of the facility
- b) Specific details regarding related services proposed.
- c) Proposed development program – number of fuel pumps, types of fuel (including any alternative fuel), exterior lighting, square footage of all uses, number of food service operations, seating, parking, perimeter landscaping etc., and any other amenities or features.
- d) Proposed fuel station branding
- e) Proposed convenience store branding
- f) Proposed food and beverage brands or tenants
- g) Market overview supporting the proposed development program
- h) Off-site improvements required by development standards as defined by local ordinances and applicable North Carolina statutes.

#### **6. SITE PLAN AND RENDERINGS**

Proposers must submit a proposed conceptual site plan and building renderings as well as a description of land use for the project. The site plan and supporting graphics must portray the layout, the visual character of the proposal design, and

the relationship to adjacent properties. The plan should conform to the most current draft of the City of Charlotte's Unified Development Ordinance at the time of the issuance of this RFP, including but not limited to the prescribed conditions of Gas Station, Manufacturing & Logistics Development Standards, and the General Development Standards. The plans must also include the following elements:

- a) Detailed plans for the construction of the facility with a design program that provides for all service options detailed in the Development Plan.
- b) Location and dimensions of paved surfaces and open space areas
- c) Location of proposed dimensions of parking areas and drive aisles, driveways, curb cuts, easements and rights-of-way, walkways, using sound traffic design principles
- d) Location, specifications and renderings of on-and off-site signage
- e) Pictures or comparable artwork adequately depicting the appearance of the new facility, customer parking area and signage
- f) Plans for tree save and storm water mitigation. (NOTE: CLT owns a vacant remnant property adjacent to the subject parcel which Proposers can use for tree save and storm water mitigation for an additional fee.)

The Airport can ensure electric, water and sewer connections on the site.

## **7. PROJECT SCHEDULE**

Proposers must submit a Project Schedule, detailing the duration (in number of months) and dates for key milestones beginning at Agreement execution (assume 6/1/2022) through completion of construction and opening for business. Proposers must identify the anticipated time required for all relevant governmental approvals. The Project Schedule must identify the anticipated date of conveyance to the end user for the project (as applicable). The Project Schedule must address at a minimum, the following:

- a) Development plan preparation, review and approval by CLT staff
- b) Other regulatory and governmental approvals and actions as necessary (zoning, site plan, etc.)
- c) Project financing timeline
- d) Permitting process
- e) Project construction period
- f) Initial occupancy and opening

**EXHIBIT B**

**SAMPLE CONTRACT**