



# **INVITATION TO BID FOR CERTAIN AIRPORT PROPERTIES LOCATED OFF SHOPTON ROAD**

Date: February 7, 2020

Shopton Road ITB

Subject: Invitation to Bid for the following properties:

**Tax identification numbers 14107125, 14107126, 14107121, 14107104, 14124107,  
1410716, 14107122, 14107123, 14107109**

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This letter extends an invitation for the submission of a sealed bid to purchase the Charlotte Douglas International Airport properties indicated above. Sealed bids for the above will be received at the office of the Charlotte Douglas International Airport, CLT Center, 5601 Wilkinson Boulevard, Charlotte, North Carolina 28208 until **3:00 PM on Wednesday, April 1, 2020**.

A non-mandatory pre-bid conference to review the ITB and answer questions regarding the project, will be held on **Monday, March 2, 2020 at 3PM**, at the Charlotte Douglas International Airport, CLT Center, 5601 Wilkinson Boulevard, Charlotte, North Carolina 28208. You are encouraged to attend and to bring a copy of the ITB with you at that time.

Any changes to the terms, conditions or specifications stated in this Invitation to Bid 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 this website by searching for bid name Shopton Road Sale at: [Shopton Rd](#)

Questions should be directed to Jennifer Thompson at [Jennifer.thompson@cltairport.com](mailto:Jennifer.thompson@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 Bid:**

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

- ☐ 1 Copy marked "Original"
- ☐ 1 Copy marked "Copy"

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

- ☐ Form 1, Bid Form
- ☐ Form 2, Bid Qualifications and Requirements
- ☐ Form 3, Pricing Worksheet

## SECTION 1: GENERAL INSTRUCTIONS

### A. INTRODUCTION

Pursuant to this Invitation to Bid ("ITB"), Charlotte Douglas International Airport ("CLT" or "Airport"), which is owned and operated by the City of Charlotte, North Carolina ("City"), is seeking sealed Bids from entities (individually or collectively, the "Bidder") interested in purchasing properties with tax identification numbers 14107125, 14107126, 14107121, 14107104, 14124107, 1410716, 14107122, 14107123, 14107109 (the "Properties"). Details of the Properties are attached hereto as **Exhibit A**. The ITB consists of the following components:

Section 1: General instructions and special conditions that apply to this bid process and sale.

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

Section 3: The property specification (**Exhibit A**), a contract substantially similar to the final contract the successful Bidder will be expected to sign (**Exhibit B**), the deed restrictions for the properties (**Exhibit C**), the site planned and zones uses approved by City Planning (**Exhibit D**), a September 2019 appraisal of the properties (i.e. one professional opinion of the fair market value of the properties) (**Exhibit E**), and the National Environmental Policy Act Environmental Documentation short form (**Exhibit F**).

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

The sale of the Properties will be governed by a contract between the selected Bidder ("Company") and the City, a sample of which is attached hereto as **Exhibit B** (the "Contract"). Bidders are advised to carefully read and review the form Contract as they prepare their Bid. CLT reserves the right to revise the terms of the form Contract at any time during the ITB process and to negotiate different terms with the Company.

### B. SCHEDULE

DATE	ACTIVITY (All times are EST)
2/7/2020	Issue ITB
2/24/2020	Submission of written questions prior to pre-bid conference
3/2/2020	Non-mandatory pre-bid conference at 3:00 pm

3/9/2020	Submission of written questions after pre-bid conference
3/16/2020	Answers to written questions posted as an addendum on the ITB webpage
4/1/2020	Bids are due, 3:00 pm
5/26/2020	City Council authorization of sale
6/1/2020	Earliest estimated date to close on properties, pending due diligence period

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

### **C. DEFINITIONS**

- (1) Airport shall mean Charlotte Douglas International Airport aka "CLT"
- (2) Bid shall mean the response to this ITB completed on the Bid Response Forms.
- (3) Bid Response Forms shall mean the forms attached hereto in Section 2 and submitted as the response to this ITB.
- (4) Bidder shall mean an individual or entity submitting a Bid in response to this ITB.
- (5) City shall mean the City of Charlotte.
- (6) Company shall mean the successful Bidder.
- (7) Contract shall mean the terms and conditions under which the Company shall purchase the Properties.
- (8) ITB Project Manager shall mean the Airport employee identified in Section 1.6 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 BIDDERS**

1. Point of Contact  
The point of contact for all submissions and correspondence regarding this ITB is Jennifer Thompson ("ITB Project Manager") Jennifer.thompson@cltairport.com.
2. Non-Mandatory Pre-Bid Conference  
A Pre-Bid Conference will be conducted on the date and at the time stated in the ITB Schedule above at the CLT Center, 5601 Wilkinson Blvd., Charlotte, NC 28208. If planning to attend the conference, please email the following information to the ITB Project Manager at the address listed above including any special accommodation(s) required.

Company Representative Name	Title	Phone Number	Email Address

All attendees are required to sign in at the CLT Center's front desk and provide vehicle license tag numbers (if applicable).

Parking is available curbside and on level 2 of the Business Valet 2 parking deck. Park only in marked spaces or the vehicle is subject to ticket and tow.

### 3. Questions and Addenda

The Airport is committed to providing all prospective Bidders with accurate and consistent information in order to ensure that no Bidder obtains an unfair competitive advantage. To this end, from the date of this ITB until the time of the Bid opening, no interpretation or clarification of the meaning of any part of this ITB will be made orally to any prospective Bidder with the exception of questions answered at the pre-bid conference.

Requests for interpretation or clarification must be submitted electronically to the ITB Project Manager. All questions must be submitted no later than the date and time stated in the ITB Schedule as the deadline for submission of questions. Any questions received after that time may not be addressed prior to the bid due date. When submitting a request for interpretation or clarification, Bidders 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 ITB will be documented in written addendum and posted to the CLT website at: [Shopton Rd](#)

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

### 4. ITB Acknowledgement

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

5. Bid Format

(A) Bids shall consist of all forms included in this ITB ("Forms") as provided in **Section 2**. All responses must be submitted solely on these forms.

(B) Bid responses must be typewritten or completed in ink, signed by the Bidder or the Bidder's authorized representative. All erasures or corrections must be initialed and dated by the authorized representative who signs the Bid forms on behalf of the Bidder.

Failure to comply with the format requirements set forth herein may result in rejection of the Bid.

6. Submission Requirements

(A) No Bidder shall submit more than one Bid unless multiple or alternative bids are requested in **Exhibit A** of the Contract, located in **Section 3** of this ITB. Any multiple or alternative bids must be brought to the Airport's attention either during the pre-bid conference or submitted in writing at least five (5) days prior to the Bid opening.

(B) Bidders must submit two (2) copies, unbound, including one marked original signed in ink by a company official authorized to make a legal binding offer to the ITB Project Manager no later than the date and time set forth in the ITB Schedule above, according to CLT's clock. Any Bid not submitted per the requirements of this Section will be considered non-responsive and will not be considered.

(C) Bidders must submit their Bid in a sealed opaque box or envelope which shall be labeled with: (i) the Bidder's name; and (ii) the ITB name and number. Bids must be submitted by mail or hand-delivery as follows:

By Mail – Attn: Jennifer Thompson, ITB Project Manager, CLT Center, 5601 Wilkinson Boulevard, Charlotte, NC 28208; or

By Hand – to the office attendant or "procurement drop box" (package not to exceed **12" x 16"**) in the reception/lobby of the CLT Center, 5601 Wilkinson Boulevard, Charlotte, NC 28208.

(D) In order to establish the Bidder's ability to complete the purchase, the Bidder must submit a letter from a FDIC Insured financial institution certifying Bidder's financial capacity to purchase the property at the total bid by the Bidder. The letter is neither a sales document nor mortgage obligation. Upon award the successful Bidder will be

required to provide an escrow deposit equal to \$350,000 or 5% of successful Bidder's bid amount, whichever is greater. Such deposit will apply to the final sales amount at closing. Further details will be provided to the successful Bidder.

7. Guarantor

If the Bidder is a subsidiary of another entity, the Airport requires that the Bidder's parent entity provide a guarantee of payment of all of the Bidder's obligations under the Contract. The Airport may also require from any Bidder 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 Bidder 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 Bidder is required to provide about itself under this ITB; 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 Bidder's Bid.

8. Binding Offer

Each Bid submitted in response to this ITB constitutes a firm offer that is binding for ninety (90) days from the date of the Bid opening and must comply with all terms, conditions and requirements stated in this ITB, except to the extent the Bidder takes exception to such provisions in the manner required by **Section 1.15**.

9. Award of Contract

CLT reserves the right to award the Contract based on the highest responsive, responsible Bidder.

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

10. Contract Award by City Council

As soon as practical after opening the Bids, the name of the apparent successful Bidder will be submitted to the City Council for final approval and award. Prior to the recommendation to the City Council, the successful Bidder must provide to the Airport an executed Contract which will be substantially similar to the contract in Section 3 of this ITB. Upon approval of the Contract by City Council, the Airport will execute the documents and send a copy to the successful Bidder. In the event that Council approval is not received within ninety (90) days after opening of the Bids, the successful Bidder may request that it be released from the Bid, unless the time lapse is at the request of the Bidder. **The City Council may, in its sole and absolute discretion, accept or reject the recommendation to award the Contract and supporting ancillary documents.**

11. Accuracy of ITB and Related Documents



CLT assumes no responsibility for conclusions or interpretations derived from the information presented in this ITB, 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 ITB or any documents other than those provided by CLT through the issuance of addenda. In no event may a Bidder rely on any oral statement in relation to this ITB.

Should a Bidder find discrepancies or omissions in this ITB or any other documents provided by CLT, the Bidder 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 Bidder requesting a clarification or interpretation will be responsible for delivering such requests to CLT as directed in this ITB.

The information contained in this ITB 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. Bidder's Cost of Bid Preparation

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

13. Attempts to Influence the Selection Process

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

14. How to Submit an Objection

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

- (A) When a pre-bid conference is scheduled, the Bidder should either present their objection at that time (either verbally or in writing), or submit a written objection prior to the scheduled pre-bid conference.
- (B) When a pre-bid conference is not scheduled, Bidders must submit objections in writing no later than the deadline to submit questions as stated in the scheduled on the first page of this ITB.

- (C) Except for objections raised at the pre-bid conference, all objections must be directed to the ITB Project Manager.
- (D) Failure to object in the manner specified in this Section shall constitute a waiver of any objections the Bidder may have to the terms and conditions or to anything that occurred during this ITB process.

15. ITB Not an Offer

This ITB does not constitute an offer by CLT. No recommendations or conclusions from this ITB 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 Bidder execute a Contract following award of such agreement.

16. Withdrawal of Bid; Correction of Errors

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

If Bidder desires to amend a submitted Bid before the Bid Due Date, Bidder must follow the withdrawal procedures described in this Section and resubmit the amended Bid on or before the Bid Due Date in a manner consistent with the Submission Requirements. The Bidder 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 Bid

Without in any way limiting CLT's right to reject any or all Bids, Bidders are advised that any of the following may be considered as sufficient cause for the disqualification of a Bidder and the rejection of a Bid: (i) failure to meet the eligibility requirements set forth in the Specifications or ITB; (ii) submission of more than one bid by an individual, firm, partnership or corporation under the same or different names, including the names it does business under unless multiple or alternative Bids were specifically requested under this ITB; (iii) evidence of collusion among Bidders; or (iv) improper communication as described above. Bids will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitation, unauthorized alternate Bid 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 ITB, the Bidder shall be deemed to have represented and warranted that the Bid is not made in connection with any competing Bidder submitting a separate response to this ITB, 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 ITB at any time;
- ii. To issue additional requests for information;
- iii. To require a Bidder to supplement, clarify or provide additional information for CLT to evaluate its Bid;
- iv. To conduct investigations with respect to the qualifications of each Bidder;
- v. To waive any defect or irregularity in any Bid received;
- vi. To share the Bid with City and/or CLT employees and contractors as deemed necessary;
- vii. To discuss and negotiate with selected Bidder(s) any terms and conditions in the Bid 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 Bid submitted; and
- x. To re-advertise for Bid using this ITB or a different ITB or solicitation.

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 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 bid, respondent 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 Bid and supplementary material provided as part of this process will become the property of the City. Bidders 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. Bidder 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 bid, each Bidder agrees that the CLT may reveal any trade secrets or confidential information to CLT staff, consultants or third parties assisting with this ITB and resulting Contract. Where information is marked Trade Secret or confidential, Bidder 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 Bidder'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 Bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Bid 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 Bidder 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.

## SECTION 2: BID RESPONSE FORMS

### **FORM 1** **BIDDER SUBMISSION FORM**

This Bid is submitted by:

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

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

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

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

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

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

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

Business Type:

☐ Corporation

☐ Partnership

☐ Sole Proprietorship

☐ Joint Venture

☐ Limited Liability Corporation

☐ Other (Specify)

It is understood by the Bidder that the Airport reserves the right to reject any and all Bids, 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-bid this ITB. Bids are valid for ninety (90) calendar days from Bid opening.

\_\_\_\_\_  
**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 Bidder the information listed below has been reviewed and compiled within the submission of a response to this ITB.

**(A)**     \_\_\_\_\_ Addenda acknowledgement. Please contact the ITB Project Manager to verify the number of addenda issued via email at [jennifer.thompson@cltairport.com](mailto:jennifer.thompson@cltairport.com).

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

Addendum #	Date Issued
_____	_____
_____	_____
_____	_____

**(B)**     \_\_\_\_\_ Bid document has been signed by authorized Bidder official.

**(C)**     \_\_\_\_\_ Bid package has been properly labeled per the instructions. (See Section 1.6)

**(D)**     \_\_\_\_\_ Bid Response Package Forms

1. Bidder Submission – Form 1
2. Addenda Acknowledgement - Form 2
3. Pricing - Form 3

The signature below certifies the Bid response complies with the requirements of this ITB and that the above items A through D have been verified as complete. The Bidder 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>Total Compensation</b>	<b>\$</b>
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The undersigned hereby certifies the Bidder has read the terms of this ITB and is authorized to bind the firm to the information herein set forth. Further the Bidder certifies that in connection with this bid:

1. The prices in this bid 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 Bidder or with any competitor;
2. Unless otherwise required by law, the Bidder has not knowingly disclosed the prices that have been quoted in this bid directly or indirectly to any other Bidder or to any competition prior to the opening of the bid; and
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

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

### **SECTION 3: CONTRACT**

#### **EXHIBIT A** **SPECIFICATIONS**

1. **Summary.** The scope of this contract shall be to purchase +/-117.16 acres along the northside of Shopton Road, approximately 2,225 feet southeast of the intersection of Shopton Road and Pinecrest Drive, and known as the Shopton Road Site. The property is comprised of ten parcels with tax identification numbers 14107125, 14107126, 14107121, 14107104, 14124107, 14107106, 14107122, 14107123, and 14107109.
2. **Award Criteria.** The Airport reserve the right to award a Contract to the highest responsive responsible Bidder taking into consideration any outstanding property tax obligations. The Airport reserves the right to reject any Bid, without limitation, on the basis of the Airport's ability to attain fair market value of the Shopton Road Site.
3. **Post Award Conference.** A post-award conference may be scheduled as soon as practical after the award of the Contract. The Company shall attend the conference and shall provide at such conference a written schedule for tasks to be accomplished during the due diligence period. The Company shall provide at least two (2) local telephone numbers that may be used to contact the Company's authorized representative in the event of an emergency after normal business hours.
4. **Early Access Agreement.** The Company shall not access the property until duly notified by receipt of the executed Contract from the Airport, unless the Airport and the Company sign an early access agreement. If the Company trespasses on the Property prior to that time, such action is taken at the Company's risk, without any obligation of reimbursement by the Airport.
5. **Federal Grant Requirements.** This project is not subject to federal grant funding.