REQUEST FOR PROPOSALS

for

AIRPORT GROUND TRANSPORTATION OPERATOR

at the

PIEDMONT TRIAD INTERNATIONAL AIRPORT

for the

PIEDMONT TRIAD AIRPORT AUTHORITY

June 6, 2014

Piedmont Triad Airport Authority
1000-A Ted Johnson Parkway, Greensboro, N.C. 27409

PROPOSAL DOCUMENTS

1. Request for Proposals
2. Schedules I - III
3. Model Agreement

REQUEST FOR PROPOSALS
for
AIRPORT GROUND TRANSPORTATION SERVICES
at the
PIEDMONT TRIAD INTERNATIONAL AIRPORT
for the
PIEDMONT TRIAD AIRPORT AUTHORITY

I. NOTICE

The Piedmont Triad Airport Authority (hereinafter the "Authority") invites qualified and interested parties to submit proposals to operate the Airport Ground Transportation Services (hereinafter defined) at the Piedmont Triad International Airport (hereinafter "Airport"). The selected operator (the "Concessionaire") will provide Exclusive and Shared Ride ground transportation to passengers from the Airport to various points and locations in a service area (the "Airport Service Area") consisting of Guilford, Forsyth, Davidson, Alamance, and Randolph Counties, under a three-year concession agreement with the Authority, which the Authority shall have the right to extend, one year at a time, for up to two additional years. Proposals shall be prepared according to the instructions contained in this Request For Proposals ("RFP") including any addenda hereto issued by the Authority, and shall be delivered by mail, courier, express or by hand to the Authority at its offices in the passenger terminal building ("Terminal") at the Airport by **5:00 p.m. on July 25, 2014.**

II. PURPOSE

In advertising this RFP and in selecting the Concessionaire, the Authority seeks to contract with a single entity which will have the right and obligation to deliver consistent, reliable and high quality ground transportation services ("Ground Transportation Services") from the Airport to points within the Airport Service Area and beyond, adequate to meet the ground transportation needs of passengers at the Terminal.

The Ground Transportation Services to be provided by the Concessionaire shall include Exclusive Ride Service and Shared Ride Service (as hereafter defined) from the Airport to passenger destinations for fares approved by the Authority.

III. BACKGROUND

The Airport is located in Guilford County, North Carolina, between the cities of Greensboro, High Point, and Winston-Salem, within an area known as the "Piedmont Triad." The Piedmont Triad is comprised of the following twelve counties: Alamance, Caswell, Davidson, Davie, Forsyth, Guilford, Montgomery, Randolph, Rockingham, Stokes, Surrey and Yadkin. The Authority is the owner and operator of the Airport, which includes the Terminal that serves commercial passenger air traffic at the Airport. The Authority operates the Airport with a staff under the direction of the Authority's Executive Director.

In calendar year 2013, the Airport averaged 51 flights per day and enplaned a total of 848,605 passengers. About 96% of enplaned passengers in 2013 were originating passengers. A breakdown of historic flights and enplaned passengers is as follows:

	2011	2012	2013
Average Daily Flights	60	57	51
Annual Enplanements	893,099	888,773	848,605

Approximately the same number of passengers deplane aircraft at the airport each year as board aircraft each year. A number of these deplaning passengers require ground transportation to their destination. The Authority intends to select and contract with a single entity to provide Ground Transportation Services to these passengers pursuant to an Agreement ("Concession Agreement") to be executed by the Authority and the Concessionaire according to the terms of this RFP and taking the form of the Model Agreement (the "Model Agreement") accompanying this RFP. The Authority will select as Concessionaire the qualified company, organization or individual which, in the opinion of the Authority, best demonstrates, through its proposal, the ability and expertise necessary to plan, manage and operate the Ground Transportation Services for the Authority, and to achieve the objectives of the Authority for its ground transportation system. The selection shall be made by the Authority in its sole and absolute discretion.

The Concessionaire will be required to provide vehicles and drivers at the Airport to transport passengers and their luggage to their destinations. The transportation to be provided by the Concessionaire shall include both Exclusive Ride Service and Shared Ride Service. "Exclusive Ride Service," also referred to as "Taxi Service," means the transportation of a passenger or party having the right to the exclusive occupancy of the vehicle for immediate transportation directly to the passenger's destination without intermediate stops. "Shared Ride Service," also referred to as "Van Service," means the transportation of passengers who do not have the right to exclusive occupancy of the vehicle and which may be indirect and involve intermediate stops prior to the arrival at each passenger's destination. Shared Ride/Van Service also includes transportation of passengers who are willing to accept Shared Ride or Van Service and wish to pay the lower

fare associated with the Shared Ride/Van Service even if no other passengers are presently available to share the ride.

A concessionaire ("Incumbent Concessionaire") currently provides Ground Transportation Services at the Airport pursuant to a concession agreement whose stated term has expired and which is now being continued on a month-to-month basis. The Incumbent Concessionaire operates from the existing ground transportation facilities in and around the Terminal, including approximately 245 square feet of counter space on the deplaning level of the Terminal and loading and unloading spaces for the parking of a limited number of vehicles (the exact number and location of such parking spaces is designated from time to time by the Executive Director). The Incumbent Concessionaire also uses a tract of land at 520 North Regional Road consisting of 43,249 square feet, more or less, with the improvements located thereon, as an automobile service facility for the vehicles that it uses in its Ground Transportation Services.

The new Concessionaire will not only have the use of these facilities, but also a curbside booth, to be erected by the Authority on the sidewalk opposite the Concessionaire's parking spaces, for use by the Concessionaire's starter. Each Proposer should describe in its Proposal the general design and dimensions of the curbside booth desired by the Proposer.

The Terminal facilities indicated above, the automobile service facility and other related facilities to be used by the Concessionaire in the operation of its ground transportation concession are hereinafter called the "Ground Transportation Facilities."

IV. GROUND TRANSPORTATION SERVICES

General

Subject to the exceptions stated in ARTICLE III of the Model Agreement, the Concessionaire will have the exclusive right and the obligation to provide ground transportation for a fee to passengers from the Terminal area of the Airport. The Concessionaire will provide Ground Transportation with Qualified Drivers who are either employees of Concessionaire driving vehicles that are owned or leased by the Concessionaire or who are independent contractors under sub-contract with the Concessionaire driving vehicles that are owned or leased by the drivers themselves. Concessionaire's drivers may consist entirely of employees or entirely of independent contractors, or a combination of both. As used in this RFP, "Qualified Drivers" are individuals who meet the standards for drivers set forth in the Model Agreement.

Ground Transportation Services Requirements

As set forth more fully in the Model Agreement, the Concessionaire selected by the Authority will be obligated to meet the following requirements ***in addition to the other terms and conditions set forth in the Model Agreement***:

A. All vehicles used to deliver the Ground Transportation Services shall bear the Airport trademark and a uniform paint scheme unless such vehicles are used only for periods of peak demand when additional capacity is needed by the Concessionaire.

B. Concessionaire shall acquire, install, operate and maintain a Voice Telephone Reservation System, an Internet Reservation System, a Dispatch System capable of individual vehicle notification and a GPS Vehicle Tracking System.

C. All vehicles used in providing Ground Transportation Services will at all times be safe, clean and neat, in good appearance, mechanically sound, free of physical damage and comfortable for passenger use. The Authority shall have the right to determine whether vehicles meet these standards, in its reasonable discretion.

D. The Concessionaire will have on hand at all times a fleet of vehicles of mixed seating capacity. No vehicle used by the Concessionaire in providing Ground Transportation Service shall be more than seven (7) years old, and the average age of Concessionaire's full-time fleet shall not exceed five (5) years. The age of a vehicle, during any calendar year, shall be the difference in years between such calendar year and the model year of the vehicle. (For example, throughout calendar year 2015, a 2010 model vehicle shall be deemed to be five years old.) The Concessionaire must have at least two vans that are capable of accepting wheel chairs in compliance with ADA regulations.

E. Concessionaire will ensure that all drivers are duly licensed and meet all regulatory requirements to provide such Ground Transportation Services.

F. Concessionaire will have a plan for regular inspection of vehicles, whether owned or leased by Concessionaire or by drivers, to verify compliance with the minimum standards set forth in the Agreement.

G. Fares will be determined under a Schedule of Fares included in the Agreement. Fares may be based either on a per-mile charge or on a map of geographical zones that designates a separate fare for each zone that applies to all destinations within such zone. The fee structure and fares for Exclusive Ride Service may differ from Shared Ride Service. Proposers may, at their option, prepare an alternative schedule of zone or metered fares for rides that begin on any night between 12:00 P.M. and 4:00 A.M. Each Proposal must include a proposed fee structure and corresponding Schedule of Fares.

After the Agreement is in effect, any new fares, or changes to existing fares, must be approved by the Executive Director of the Authority.

H. If, under Concessionaire's proposed method of operation, drivers will collect the fares for all or any particular form of service, all vehicles used for such service shall be equipped with meters or other equipment to ensure accurate calculation of the fares owed by customers and shall provide a back seat credit card swipe and printed receipt for the customer.

I. Concessionaire will be required to abide by a Standard Operating Procedure ("SOP") consistent with the terms and conditions of the Model Agreement. The SOP shall prescribe, among other things:

1. the manner by which Concessionaire will assign trips to and regulate and document the trips at the Airport;

2. the place and manner of staging vehicles while awaiting a trip;

3. the standards of behavior for drivers while on Airport property and while engaged in the transportation of Airport passengers;

4. procedures for mediation or resolution of disputes among drivers;

5. measures and procedures to monitor drivers' compliance with the regulations and requirements of the Agreement;

6. measures and procedures to ensure adequate levels of service from the Airport to all points in the Airport Service Area for all passengers on arriving flights, including passengers arriving on delayed flights and at off-peak hours; and

7. the quality and service standards for drivers and vehicles.

Each Proposal must include a proposed SOP.

J. Concessionaire shall employ starters, supervisors and other employees as required to operate the Ground Transportation Services.

K. Trip and fare data will be collected and maintained by the Concessionaire. All collected trip and fare data will be provided to the Authority every month in the format prescribed by Authority.

L. The Concessionaire will be provided under the Concession Agreement with the use of designated spaces at the deplaning level of the Airport Terminal Building for parking the vehicles that are in service. This shall be the exclusive area for seating passengers in vehicles and loading their luggage.

M. The Concessionaire shall have an adequate number of vehicles available at all times to meet the on-demand service requirements of the passengers arriving on each scheduled flight at the Airport. The fleet should consist in part of a minimum number of vehicles that are on hand at all times and dedicated to providing Concessionaire's service at the Airport and additional vehicles that are not necessarily dedicated to Airport service but that will be made available during periods of higher demand. To qualify as Concessionaire, the Proposer must demonstrate to the satisfaction of the Authority that it already possesses, or that it can and will obtain, the necessary capacity to meet the demand for Ground Transportation Services at all times, including periods of peak demand.

N. All vehicles used must be heated and air conditioned. Any vehicles not meeting this standard must be removed from service.

O. Insurance shall be provided for all vehicles and operations meeting the requirements and minimum policy limits specified in ARTICLE VIII of the Model Agreement.

ACDBE Goal

The goal for participation by Airport Concession Disadvantaged Business Enterprises (ACDBEs) in the ground transportation concession is at least 6.7% of the Gross Revenues from the concession each year. Proposers should provide the information required in Schedule II of this RFP demonstrating that they have either achieved such goal or have made a good faith effort to do so.

Please refer to the Model Agreement for the other terms and conditions that will apply to this concession.

V. PROPOSAL REQUIREMENTS

The Concessionaire will be selected and proposals are solicited under the following guidelines, limitations, terms and conditions:

Criteria for Award

The Authority will select as Concessionaire the financially responsible Proposer which, in the sole discretion of the Authority, demonstrates superior qualifications to operate the

Ground Transportation Services in accordance with this RFP on the Qualifications Affidavit and Proposal that the Proposer submits to the Authority on the forms attached to this RFP as Schedules I and II, respectively. The selection shall be made using the following criteria:

A. The Proposer's ability to deliver efficient, high quality, and low fare service to Airport passengers as shown in the Proposer's Qualifications and Proposal; and the assurance given by the Proposer that it will successfully implement its Proposal. This criterion will be given the greatest weight by the Authority in its selection process;

B. The demonstrated experience and reputation of Proposer in providing or managing taxi, limousine, bus, or other ground transportation services in a courteous and timely manner and with a high degree of customer satisfaction, with added weight given to Proposers who have successfully provided such service at an airport;

C. The qualifications of Proposer's management team;

D. The level of the Concession Fees, if any, to be paid to the Authority by the Proposer. (Proposers are required to state the annual level of Gross Revenues at which they would begin paying Concession Fees to the Authority, if at all, and the percentage that they would propose to pay of their Gross Revenues that exceeded the stated or "threshold" amount in any given year.);

E. The financial resources of Proposer;

F. The satisfactory completion of the Proposal Documents and compliance with the requirements of this RFP including achievement of the ACDBE goal or demonstration of a good faith effort to do so; and

G. Such other criteria and qualifications as the Authority in its sole judgment shall deem appropriate.

Proposal

Three identical copies of the Proposal must be submitted in a sealed envelope on an exact reproduction of the proposal forms provided with this RFP **but with the italicized instructions omitted**. The Proposal must include Schedule I, "Qualifications Affidavit," Schedule II, "Proposal Form," and a Proposal Guaranty which, as discussed below, may be either a Proposal Guaranty Bond on the form provided in Schedule III or a cashier's check. Additional pages as necessary may also be included. If the Proposer is a joint venture or a partnership, the Qualifications Affidavit must be submitted separately for

each participant in the joint venture or general partner in the partnership, except that the submission of financial information may be limited to the assets of the joint venture or partnership as an entity, if so indicated, in the discretion of the Proposer. Please note that the Qualifications Affidavit must not only be signed but notarized.

As discussed below, the required Proposal Guaranty shall be included with the proposal in the form of a cashier's check or in the form of a Proposal Guaranty Bond in the form set forth in Schedule III of this RFP.

The sealed envelope containing the proposal shall be plainly marked "**PROPOSAL FOR AIRPORT GROUND TRANSPORTATION SERVICES – PIEDMONT TRIAD INTERNATIONAL AIRPORT, GREENSBORO, N.C.**" together with Proposer's name and return address.

Agreement

The successful Proposer will be required to enter into a three year Concession Agreement by which the Proposer will be awarded the right, and will undertake the obligation, to provide the Ground Transportation Services. The Authority shall have the right to extend the initial Term of the Agreement, one year at a time, for up to two successive years as provided in the Model Agreement. The Agreement will be in the form of the Model Agreement that is included with this RFP with such modifications, if any, as may be agreed to by the Authority. As part of the Agreement, Concessionaire may use, and shall have the responsibility for the maintenance of, the Premises and Facilities described in ARTICLE II of the Model Agreement.

Interpretation of Documents

Every request for interpretation as to the meaning of any provision of this RFP or of any Proposal Document shall be made in writing and delivered in hard-copy form or by e-mail to:

Mr. Tom Dunlap
Director of Ground Transportation
Piedmont Triad Airport Authority
1000-A Ted Johnson Parkway
Greensboro, N.C. 27409
DunlapT@gsoair.org

and must be received on or before 5:00 p.m. on July 25, 2014. Every interpretation provided to Proposers will be made in the form of an addendum, which, if issued, will be posted on the Authority's website at www.flyfrompti.com no later than July 22, 2014. In case any Proposer fails to acknowledge receipt of any such Addendum in the space

provided for such acknowledgment in the Proposal Form, its proposal will, nevertheless, be construed as though the Addendum had been received and acknowledged, and submission of a proposal shall constitute acknowledgment of the receipt of same. No interpretation or correction of this RFP shall be binding unless it is stated in a written addendum. **THE AUTHORITY SHALL NOT BE RESPONSIBLE FOR ANY ORAL REPRESENTATION OR INTERPRETATIONS.**

Pre-Proposal Conference

A mandatory Pre-Proposal Conference will be held on June 26, 2014, at 10:00 a.m. EST in the Stanley Frank Boardroom in the Authority's offices in the Airport Terminal Building. Proposers may participate either in person or by telephone (Call In No. 1-800-882-3610 and Participant Code 5466076). The Authority shall have the right to disqualify any party that does not have an officer or representative participating in the Pre-Proposal Conference.

Communications with Authority

No Proposer, nor anyone on behalf of a Proposer, shall communicate with any of the Authority's directors, officers, employees or consultants with regard to this RFP or the selection process before the selection of a Concessionaire except through the submission of written questions as authorized above, participation in the Pre-Proposal Conference, and contacts initiated by the Authority.

Proposal Deadline

To be considered, the proposal must be received at the Office of the Authority at the Airport, 1000-A Ted Johnson Parkway, Greensboro, N.C. 27409, no later than **5:00 p.m., July 25, 2014,** after which time the proposals submitted shall be opened by the Authority. There will be no public opening of the proposals. Proposals must be received by the Authority by that time regardless of when they are mailed or dispatched.

Proposing Entity

In submitting the proposal, the Proposer should note that distinctions are made in the form of execution and supporting information required, depending upon whether the Proposer is an individual, a partnership, a corporation, a limited liability company or a joint venture. The Proposer must supply all information required for the applicable type of entity.

Proposal Guaranty

Each proposal must be accompanied by a Proposal Guaranty made payable to the Piedmont Triad Airport Authority in the form of a cashier's check, or in the form of a Proposal Guaranty Bond identical to the form of Schedule III of this RFP. Cash will not be accepted as a Proposal Guaranty. The Proposal Guaranty so furnished shall be in the amount of $5,000.00 and shall be submitted subject to the terms and conditions set forth in Section V of Schedule II.

Withdrawal of Proposal

No proposal may be withdrawn after it is filed unless the Proposer makes a request to do so in writing and such request is received by the Authority prior to the Proposal Deadline specified above. Proposals may not be withdrawn, and shall remain open and binding, for a period of ninety (90) days after the Proposal Deadline. If no Agreement has been entered into by the Authority, Proposals shall continue to be binding after such ninety (90) day period until withdrawn in writing by the Proposer.

Understanding of Proposal Documents

Proposers should thoroughly examine and become familiar with all the Proposal Documents. Submission of a proposal shall constitute an acknowledgment that the Proposer has thoroughly examined and is familiar with all the Proposal Documents. The failure or the neglect of a Proposer to receive or examine any Proposal Document shall in no way relieve it from any obligation with respect to its proposal or the obligations that flow from making a successful proposal. No claim based upon lack of knowledge or understanding of any Proposal Document or its contents shall be allowed.

Guaranty of Faithful Performance

The successful Proposer will be required to provide, and to keep in force throughout the term of the Concession Agreement, security in the form of a standby letter of credit, or a performance bond, in the amount of $50,000.

Tentative Award of Agreement

The Authority will appoint a Selection Committee to review the proposals submitted and to recommend a proposal for selection and such other matters or actions as it might determine appropriate. Following submission of the proposals and any presentations required to be made by the Proposer, and following the recommendation of the Selection Committee, if any, the Authority shall tentatively select the Proposer ("Selected Proposer") with whom the Authority wishes to perfect an Agreement. The Authority will promptly thereafter notify the Selected Proposer of its selection.

Execution of Concession Agreement

Following its initial selection, the Authority will tender the Concession Agreement to the Selected Proposer for execution. The Concession Agreement will take the form of the Model Agreement with the terms of the Proposer's Proposal inserted at the places reserved therein for such terms and with the incorporation of any changes that have been agreed to by the Authority and the Selected Proposer. Failure upon the part of the selected Proposer to execute the Agreement shall, in the sole discretion of Authority, be just cause for the Authority to revoke its initial selection of that Proposer and the forfeiture of the Proposer's Proposal Guaranty to the Authority. Such forfeiture shall be without prejudice to any other remedies to which the Authority may be legally entitled on account of such failure, including without limitation, its right to recover any damages in excess of the Proposal Guaranty. In such event the Authority may elect either to accept another proposal or to reject all other pending proposals and abandon this process. **The Authority shall not be contractually bound to any Proposer until a Concession Agreement has been approved by the Authority's Board of Directors and executed by both parties.**

Return of Proposal Guaranties

The Authority will return or release all unsuccessful Proposers' Proposal Guaranties within thirty (30) days after the execution of a Concession Agreement by the Selected Proposer and the Authority, or sooner if a final decision has been made that no proposal will be accepted.

Signature on Bonds

Any party signing any Bond herein required as attorney-in-fact must file a certified copy of his power of attorney with the Bond. All Bonds must be countersigned by a resident North Carolina agent of the surety with proof of agency attached.

Disqualification of Proposer

Without in any way limiting the Authority's right, in its discretion, to reject any one or more or all of the proposals for any reason it may deem to be appropriate, the Authority may, at its discretion, reject a proposal for any one or more of the following reasons: 1) submission of more than one proposal hereunder by an individual, firm, partnership or corporation under the same or different names; 2) evidence of collusion among Proposers; 3) unauthorized communications about this RFP or the selection process with any of the Authority's directors, staff or consultants; 4) the Proposer's being in litigation with the Authority; or 5) the Proposer's having defaulted on a previous contract with Authority.

Irregularities

Proposals will be considered irregular and may be rejected for omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. **The Authority reserves the right to waive any such irregularities in its sole discretion.**

Right to Reject Proposals

In addition to the rights retained by the Authority in this RFP, the Authority reserves the right to reject any and all proposals and not to make any contract award if any such actions are deemed by the Authority to be in its best interest.

Disclosure by the Authority

Upon receipt by the Authority, Proposals are considered public records except for material that a Proposer designates as confidential in the manner described below and that qualifies as "trade secret" information under N.C. Gen. Stat. 66-152 et seq., and except for material that is otherwise protected from disclosure under the North Carolina Public Records Act (N.C.G.S. Chapter 132). The Authority shall retain all Proposals submitted in response to this RFP, including those that are not accepted by the Authority, for as long as the Authority is required to do so under the Public Records Act.

To properly designate trade secret material as being confidential, Proposers must take the following precautions: (a) any trade secrets submitted by a Proposer should be submitted in a separate, sealed envelope, marked **"Trade Secret—Confidential and Proprietary Information—Do Not Disclose Except for the Purpose of Evaluating this Proposal,"** and (b) the same trade secret/confidentiality designation should be repeated on each page of the trade secret materials contained in the envelope.

In submitting a Proposal, each Proposer agrees that the Authority may reveal any trade secret materials contained in such response to all Authority staff and Authority officials involved in the selection process, and to any outside consultant or other third parties who serve on the Selection Committee or who are hired or appointed by the Authority to assist in the evaluation process.

Each Proposer agrees to indemnify and hold harmless the Authority and each of its officers, employees, and agents from all liability, damages, and expenses, including reasonable attorneys' fees, incurred by any of them in connection with the Authority's refusal to disclose any material that the Proposer has designated as a trade secret. **Any Proposer that designates its entire Proposal as a trade secret may be disqualified.**

SCHEDULES I - III

SCHEDULE I

QUALIFICATIONS AFFIDAVIT

Attached is the form for the Qualifications Affidavit to be submitted as part of any Proposal. Instructions for completing this Affidavit are in italics and should not be repeated in the Affidavit to be signed and returned. A copy of this Affidavit without the instructions can be downloaded at the Authority's website (www.flyfrompti.com) for use in preparing Proposals.

STATE OF NORTH CAROLINA	)	
	)	**QUALIFICATIONS**
PIEDMONT TRIAD AIRPORT AUTHORITY	)	**AFFIDAVIT**

_____ *[name of affiant]*, first being duly sworn, deposes and says:

1. I am authorized to give this Affidavit on behalf of _____ hereinafter referred to as the "Proposer."

[Insert name of Proposer unless Proposer is an individual in which case insert "myself." If the Proposer is not an individual, attach a copy of the relevant authorization to execute this Qualifications Affidavit (e.g., partnership agreement or certified copy of corporate resolution). If the Proposer is a partnership or joint venture, a separate affidavit should be completed on this form for each partner or joint venturer.]

2. The Proposer has met all state and local licensing and other requirements necessary to fully authorize it to operate ground transportation services as defined in the Authority's RFP for an Airport Ground Transportation Operation.

3. The Proposer has the following experience in the ground transportation business:

[Here, fully describe your relevant experience in as many pages as necessary. Experience at airports is preferred]

4. The Proposer provides the names and addresses of the following clients or other relevant references, and, in the case of clients, the locations where Proposer provided services for such clients, the dates of operation and a contact person:

[Here, fully state references (a minimum of 5) in as many pages as necessary.]

5. The following is a listing of all airports or other parties with which Proposer has had a ground transportation operation or concession terminated either voluntarily or involuntarily prior to the expiration of its term, together with an explanation of the reasons for termination and the name and telephone number of a person associated with each such airport or other party who may be contacted for verification:

[Here, state all relevant information in as many pages as necessary; if "none," be sure to so state.]

6. Attached hereto is Proposer's financial statement and balance sheet for its current and its two most recent fiscal years.

[If that of an individual, he or she must include a sworn statement on the face thereof that it is full and complete and it is given to the Authority in consideration for being considered as an applicant for a ground transportation operation at the Piedmont Triad International Airport; it must also state the name and address of the applicant's bank or financial advisor who has been authorized by the Proposer to assist the Authority in verifying the accuracy of information submitted on the financial statement and balance sheet. If that of a corporation or other entity, the minimum that will be accepted is a financial statement and balance sheet "reviewed" by an independent certified public accountant. If this affidavit is from a partner or joint venturer of the Proposer, financial information may be provided for the entity as a whole rather than the individual partner or joint venturer. If the financial information is for the entity as a whole, so state.]

This information should be designated as confidential in the manner described in the RFP unless the information is publicly available.

Proposer has a franchise relationship with _____, *[if none, so state]* a ground transportation company that is not itself a Proposer, on which Proposer has a right to rely on the following facilities or services for the entire term of the Concession Agreement:

[describe facilities and services that are provided under the franchise arrangement] as demonstrated by *[State facts relied upon by Proposer.]*

and by the terms of the enclosed copy of the franchise agreement between Proposer and _____ *[name of franchisor]*.

_____
Signature of Affiant

Sworn to and subscribed before me by
_____ on this
_____ day of _____, 2014.

_____
Notary Public

My Commission Expires: _____

SCHEDULE II

PROPOSAL FORM

Attached is the required form for submission of a Proposal under this RFP. Instructions for the various sections of the form are in italics and should not be repeated in your Proposal. A copy of this form without the instructions can be downloaded at the Authority's website (www.flyfrompti.com) for use in preparing Proposals.

PROPOSAL
for
AIRPORT GROUND TRANSPORTATION SERVICE
at the
PIEDMONT TRIAD INTERNATIONAL AIRPORT

Mr. Tom Dunlap
Director of Ground Transportation
Piedmont Triad Airport Authority
1000-A Ted Johnson Parkway
Greensboro, NC 27409

Dear Mr. Dunlap:

In accordance with the Authority's Request for Proposals ("RFP") dated June 6, 2014, the undersigned ("Proposer") hereby submits to the Piedmont Triad Airport Authority (the "Authority") its proposal ("Proposal") for Ground Transportation Services (as defined in the RFP) at the Piedmont Triad International Airport ("Airport").

I. TERMS AND CONDITIONS OF PROPOSAL

Proposer proposes to manage the Ground Transportation Services at the Airport in the manner described below pursuant to the terms and conditions of a Concession Agreement to be executed by Proposer and the Authority in accordance with the RFP and taking the form of the RFP Model Agreement. (*You may submit the information required by this section on separate pages, including diagrams and photographs, if necessary, desirable or appropriate for a full presentation of your Proposal.*)

A. Manner and Method of Operation

Here, describe the manner and method that you propose for providing Ground Transportation Services at the Airport; describe exactly how you will meet the varying ground transportation needs of passengers at the Airport; whether the Qualified Drivers for your ground transportation services will be employees or independent contractors (or, if a combination of the two, the number of drivers who will be employees and the number that will be independent contractors); whether the fleet that you use will consist of vehicles that you own or lease or will be vehicles owned or leased by independent contractor drivers (or, if a combination of the two, the number in each class); what information will be requested of customers and how it will be processed and used; what additional services, if any, you will offer to Airport passengers besides the required Ground

Transportation Services described in the RFP; and the additional facilities, if any, that you will require beyond the Ground Transportation Facilities described in the RFP.

B. Management Staff

Name the personnel that you will employ to operate your Ground Transportation Services (other than the Qualified Drivers), the titles and duties of such personnel, and their qualifications and experience in managing a ground transportation business.

C. Compensation

Describe the compensation levels and benefits that you will provide to your management staff and to the Qualified Drivers that you employ. If any of your drivers will be independent contractors, describe the payment arrangements you will have with such drivers.

D. Proposed Fleet

State the make, model, and model year of each vehicle that you will use in providing Ground Transportation Services (including both Exclusive Ride and Shared Ride Services) indicating those that you will own, those that you will lease, and those that will be provided by independent contractor drivers; identify the vehicles within the fleet that will be dedicated to the Ground Transportation Services at the Airport and the additional vehicles that will be available during peak demand; for those that will only be available to meet peak demand, describe the use that will be made of such vehicles when not in airport service and the process through which you will assure that those vehicles are available when needed; and describe the standards that you will use to replace vehicles as they age out of your vehicle fleet.

E. Fares

Describe the fare structure that you will use for Exclusive Ride Service and, if different, for Shared Ride Service (whether based on the mileage for individual trips or geographical zones) and the corresponding fares that you will charge. If fares are based on mileage, state whether your vehicles will be equipped with meters or, if not, how mileage will be determined. If geographic zones are used, attach a map depicting the fare zones. Also describe how the fares will be collected. (Fares quoted in your Proposal should be based on fuel prices at the time of your Proposal.) Your fare proposal should not only cover fares within the Airport Service Area but also your rates for any trips beyond the Airport Service Area. If you propose any alternative fares for rides beginning after 12:00 P.M. and before 4:00 A.M., state how your standard fares would be adjusted for service between those hours.

F. Fuel Price Adjustments

State how, if at all, the fares quoted in your Proposal would be adjusted for changes in prevailing fuel costs over time (whether an increase or decrease).

G. Concession Fees

As stated in the RFP, the Authority will expect the Concessionaire to pay Concession Fees if the Concessionaire's annual Gross Revenues exceed a threshold amount. The Concession Fee would be a percentage of the excess. Here, state the threshold at which you would begin paying Concession Fees in any given year and the percentage that you would pay of the excess revenues. The annual period for figuring Concession Fees will be a Contract Year, with the first Contract Year beginning on the effective date of the Concession Agreement.

H. Additional Airport Services

State whether you would provide transportation to the Airport for passengers on departing flights and whether you would provide airport transportation to or from locations outside the Airport Service Area. If so, describe how such operations would be conducted and the fare structure and fare amounts that you would propose for such services.

I. Standard Procedures

Here, include your plan for vehicle inspection and your proposed Standard Operating Procedure required by Section IV of the RFP.

J. Accounting System

Describe the accounting system that you will use to report your Gross Revenues to the Authority.

K. Financial Capability

Describe how you would finance the vehicle fleet and the working capital that you would need for your operation. State the name and contact information of any bank or other lender that has agreed to provide any loans that you would need and the amount of the available credit from each lender. (By submitting your Proposal, you consent for the Authority to contact the bank or lender to verify such information.)

L. ACDBE Participation

State whether you are an Airport Concession Disadvantaged Business Enterprise ("ACDBE") within the meaning of 49 CFR Part 23. If so, attach copies of any certifications that you have received regarding your ACDBE status. If not, provide the following: (i) the name and business address of the ACDBE or ACDBEs that will participate in your operation, (ii) a description of the work that will be performed by each, (iii) the estimated dollar amount of each ACDBE's annual participation in your concession, (iv) the estimated amount of your annual Gross Revenues and the percentage that such ACDBE dollar amount would represent of such estimate, (v) any certification that such ACDBE or ACDBEs have received regarding their ACDBE status, (vi) the business relationship that you will have with such ACDBE or ACDBEs, whether a joint venture, partnership, independent contractor or other business relationship, (vii) certification of your commitment to use such ACDBE(s) in your operation, and (viii) a written and signed confirmation by each ACDBE that it will participate in your proposed operation if the ground transportation concession is awarded to you. If you are unable to achieve the 6.7% ACDBE goal stated in this RFP, provide evidence of the good faith efforts you have made to achieve ACDBE participation in your proposed operation.

M. Curbside Booth

Describe the general design and dimensions of the curbside booth that you propose for the Authority to erect for use by your starter.

N. Other Information

Include any other information relevant to your proposed operation such as advertising or public information programs that you will conduct.

O. Changes to Model Agreement

State the specific changes, if any, that you would require in the Model Agreement as a condition for entering into the Agreement.

P. Alternatives

If you wish to propose terms for a ground transportation operation at the Airport that vary from the terms set forth in this RFP, state here with particularity the alternative proposal that you wish to make, the respects in which your alternative proposal differs from the terms of this RFP, and the advantages, if any, that such alternative proposal would have for the Authority and for the ground transportation customers at the Airport. You are advised, however, that proposals conforming to the terms of this RFP will be given first consideration.

II. NO 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 Ground Transportation Concession Agreement that would be entered into with the Authority if this Proposal is accepted; that this Proposal is made without connection with any other person, company or parties making another Proposal; and that this Proposal is in all respects presented in good faith without collusion or fraud. Proposer represents to the Authority that no director, officer, employee or agent of Authority currently has any interest, either directly or indirectly, in the business of the Proposer, and that no director, officer, employee or agent of the Authority shall have any such interest at any time during the term of the Ground Transportation Concession Agreement should it be awarded to the Proposer.

III. ACKNOWLEDGMENT OF RFP TERMS AS AMENDED BY ADDENDA

The Proposer further declares that it has examined the RFP and has read all of the Addenda furnished prior to the opening of proposals, as acknowledged below, and that the Proposer has satisfied itself as to the requirements of, procedures regarding and rights to be potentially awarded pursuant to the RFP.

Acknowledgment is hereby made of receipt of the following Addenda (identified by number and date) since issuance of the RFP.

Addendum No.	Date
_____	_____
_____	_____
_____	_____

If any of the language or information in this Proposal conflicts with the RFP or any of the documents furnished with the RFP, the language of the RFP or of the applicable document shall govern.

IV. ADDRESS FOR NOTICES

Should the Proposer be selected for the tentative award of the Ground Transportation Services operation, the following is the address for notification of its selection and for the mailing of notices under the Concession Agreement:

Name: _____

Address: _____

_____

Contact Person: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

V. PROPOSAL GUARANTY

Proposer has enclosed: (check applicable blank)

_____ A cashier's check for $5,000.00 made payable to the Piedmont Triad Airport Authority

_____ The completed Proposal Guaranty Bond

It is understood the Authority will give written notice to the Proposer it selects to perfect the terms of a Ground Transportation Concession Agreement, either pursuant to the terms of the Proposal or pursuant to negotiations based upon the Proposal. If the Proposal is accepted without modification, Proposer agrees to execute a Ground Transportation Concession Agreement in the form of the RFP Model Agreement with the terms of this Proposal inserted at the places reserved in the Model Agreement for such terms, or, if modifications are made through negotiations with the Authority, Proposer agrees to execute an Agreement as modified; and within ten days after the date the Agreement is tendered to Proposer by the Authority for execution, Proposer will deliver to the Authority (i) three executed counterparts of the Agreement, (ii) a Performance Guaranty as described in the Model Agreement, (iii) appropriate business licenses, and (iv) certificates evidencing all insurance coverage required under the Agreement, all together with satisfactory proof of execution.

The Proposer further agrees that, in the event the Ground Transportation Concession Agreement is awarded to it and it fails to comply with all of the requirements of the preceding paragraph, the Proposal Guaranty shall be forfeited to the Authority.

VI. TIME FOR ACCEPTANCE

This Proposal shall remain a firm offer for 90 days after the scheduled proposal closing time and shall remain binding thereafter until it is withdrawn in writing by the undersigned Proposer.

VII. VERIFICATION AND CERTIFICATION OF AUTHENTICITY/AUTHORITY OF PROPOSAL

Submission of this Proposal is the duly authorized official act of the Proposer, and the person executing this Proposal on behalf of Proposer is duly authorized and designated to execute this Proposal on behalf of and as the official act of Proposer, this _____ day of _____, 2014.

(If Proposer is individual, sign on this line and print or type your name on the line below your signature.)

_____

Signature

_____

(If Proposer is a partnership or joint venture, fill in name of partnership or joint venture, followed by the signature of the partner or joint venturer signing in behalf of the entity.)

_____
Name of Partnership or Joint Venture

By: _____

Title: _____

Names and addresses of all Partners/Joint Venturers:

(If Proposer is a corporation, fill in the name of the corporation, followed by the signature of the official signing for the corporation, and the title of such official.)

_____
Name of Corporation

By:_____
Signature

Title:_____

Attest: _____
_____ Secretary

(Corporate Seal)

Organized under the laws of the State of _____

The full names and residences of the persons or firms interested in the foregoing Proposal as principals or officers are as follows:

(If Proposer is a limited liability company, fill in the name of the limited liability company, followed by the signature of the manager or other person signing on behalf of the limited liability company, and the title of the person signing.)

_____
Name of Limited Liability Company

By:_____
Signature

Title:_____

Organized under the laws of the State of _____

The full names and residences of persons or firms interested in the foregoing Proposal as principals or officers are as follows:

SCHEDULE III

PROPOSAL GUARANTY BOND

Attached is the form for a Proposal Guaranty Bond that should be submitted with a Proposal as a Proposal Guaranty unless a cashier's check is submitted in lieu of a bond.

STATE OF NORTH CAROLINA)
) **PROPOSAL GUARANTY BOND**
PIEDMONT TRIAD AIRPORT AUTHORITY)

KNOW ALL MEN BY THESE PRESENTS, that we, _____ _____, as Principal, and _____, licensed to do business in the State of North Carolina, as Surety, are held and firmly bound unto the Piedmont Triad Airport Authority ("Authority") in the full and just sum of five thousand dollars ($5,000.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal has submitted its Proposal, dated _____, 2014, for the Ground Transportation Services at Piedmont Triad International Airport, Greensboro, North Carolina; and

WHEREAS, the Authority requires this Bond as further assurance that the Principal will execute the required Ground Transportation Concession Agreement, and will provide the required performance bond, insurance certification and business licenses, if the Principal is awarded the Ground Transportation Services operation;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall not withdraw said Proposal until the Ground Transportation Concession Agreement has been successfully executed or until all proposals therefor have been rejected, and if the Principal shall within ten (10) days of notification by the Authority of submission of a successful Proposal deliver to the Authority a Ground Transportation Concession Agreement executed by the Proposer, together with the required performance bond, insurance certificate, and the Principal's business licenses, or, in the event of the failure to do so, if the Principal shall pay to the Authority the sum of five thousand dollars ($5,000.00) within said ten (10) day period, then the above obligation shall be null and void; otherwise, to remain in full force and virtue.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this _____ day of _____, 2014, the name and seal of each party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

IN THE PRESENCE OF:

_____	_____
Witness or Attestation	Name of Principal (Proposer)
[If corporation, affix seal and attest.]	By:_____
	Title:_____
_____	_____
Witness or Attestation	Name of Surety
[If corporation, affix seal and attest.]	By:_____
	Title:_____
	Address of Surety:
	_____
	_____
	_____