

**GREENVILLE-SPARTANBURG AIRPORT DISTRICT**

**REQUEST FOR PROPOSAL**

FOR

**CASH-TO-CARD KIOSK SERVICES**

FOR



**GSP** INTERNATIONAL  
**AIRPORT**  
ROGER MILLIKEN FIELD

**Greenville-Spartanburg Airport District**  
**2000 GSP Drive, Suite 1**  
**Greer, SC 29651**

ISSUED: January 14, 2021

<b>INTRODUCTION .....</b>	<b>3</b>
<b>BACKGROUND .....</b>	<b>3</b>
<b>INSTRUCTIONS .....</b>	<b>5</b>
<b>PROPOSAL INSTRUCTIONS .....</b>	<b>8</b>
<b>GENERAL PROVISIONS .....</b>	<b>14</b>
<b>FORM 1 – ELIGIBILITY FORM .....</b>	<b>16</b>
<b>FORM 2 – PROPOSAL FORM.....</b>	<b>24</b>
<b>FORM 3 – AFFIDAVIT OF NON-COLLUSION.....</b>	<b>28</b>
<b>FORM 4 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION.....</b>	<b>29</b>
<b>FORM 5 – EXCEPTIONS TO THE RFP.....</b>	<b>30</b>
<b>EXHIBIT A .....</b>	<b>31</b>
<b>EXHIBIT B .....</b>	<b>32</b>
<b>EXHIBIT C .....</b>	<b>33</b>
<b>EXHIBIT D .....</b>	<b>34</b>
<b>EXHIBIT E .....</b>	<b>35</b>

## **1.0 INTRODUCTION**

The Greenville-Spartanburg Airport District (hereinafter referred to as "District") owns and operates the Greenville-Spartanburg International Airport ("Airport" or "GSP") in Upstate South Carolina.

The District seeks through this Request for Proposal ("RFP") Competitive Proposals ("Proposal") from Highly Qualified and Responsive Vendors of Cash-to-Card Kiosks ("Proposer"). The District's goal is to enter into a non-exclusive agreement ("Agreement") to provide turnkey Cash-to-Card Kiosks ("Kiosks") to the traveling public capable of accepting cash and dispensing an anonymous, instant issue Visa or MasterCard at designated locations within the Airport Terminal and both Parking Garage A and B. Refer to Exhibit A for a map of the locations.

The District has received requests from our airline partners for these Kiosks, so that they can go cashless at all of the ticket counters. In addition, the District went cashless for all parking facilities and that began in July 2020. Therefore, there is a need to provide these Kiosks to assist the traveling public with making cashless payments for airline and parking related services at the Airport.

This RFP outlines the prerequisites, selection process, and documentation necessary to submit a Proposal to compete for the Agreement. The Agreement shall be for a five (5) year term. It is strongly recommended that interested proposers review the entire document prior to submitting a Proposal.

## **2.0 BACKGROUND**

### **2.1 GREENVILLE-SPARTANBURG AIRPORT DISTRICT**

The Greenville-Spartanburg International Airport is a commercial service airport that serves the Upstate South Carolina region with over 1.4 million in population. GSP served over 2.6 million passengers in 2019, an all-time record for the Airport. Five (5) major airlines operate at GSP, offering passenger service to 19 nonstop domestic destinations. Additionally, GSP moves 30,000 tons of air cargo annually.

A six (6) member Airport Commission is the governing body for the District. Airport Commission members are nominated by the Greenville and Spartanburg Legislative Delegations and appointed by the Governor of South Carolina.

In 2018, the District completed a \$127 million terminal modernizations, renovation, and expansion project, entitled Project Wingspan. Wingspan touched every part of the terminal building from curb to gate including but not limited to consolidation of two TSA checkpoints into one centrally located checkpoint, new baggage make-up and claim facilities, new ticket counters, new public meeting and conference room space, and new food, beverage, and retail concessions throughout the terminal building.

Through Wingspan, the District enhanced the concessions program with local and national brands, which has received multiple awards. In 2018, Airport Experience News (AXN) (formerly known as Airport Revenue News) recognized GSP with the Best Concessions Program Design Award, and in 2019, the Best Overall Concessions Program Award. The current retail concepts include four Hudson News stores located in Baggage Claim, Grand Hall, and each of the two concourses, and Tech-On-The-Go and Palmetto Distillery located in the Grand Hall.

## **2.2 DESCRIPTION OF SERVICES & INFORMATION**

The District requests Highly Qualified and Responsive Vendors to submit a Proposal to install, operate, and manage automated Kiosks at GSP. The Vendor shall install Kiosks capable of accepting cash and dispensing an anonymous, instant issue Visa or MasterCard. The District intends to grant a non-exclusive agreement to one qualified and responsible Proposer.

The Proposer will have the obligation to supply, install, maintain, operate, and repair Kiosks at certain designated locations within the Airport Terminal and both Parking Garage A and B. Refer to Exhibit A for a map of the locations. The Proposer will be solely responsible for all costs relating to the Kiosks, including but not limited to installation and payment for any internet and cellular telephone service that may be required.

The Proposer shall be prepared to offer services to the public within thirty (30) days after full execution of the Agreement.

**Exhibit A** depicts all predetermined and approved locations for Kiosks throughout GSP. One (1) location at both Parking Garage A and B and two (2) locations at the Terminal Check-In Lobby for a total of four (4) locations.

**Exhibit B** contains GSP passenger statistics starting with January 2015 through December 2020.

**Exhibit C** contains cash revenue and cash transactions from all GSP Parking starting with July 2018 through September 2020.

**Exhibit D** is a copy of the proposed Kiosks Agreement for review. This draft Agreement language will be utilized as the basis for the development of a final Agreement to be executed by the parties.

**Exhibit E** contains a copy of the ACDBE Program.

### 3.0 INSTRUCTIONS

The Proposal must include all criteria described throughout this solicitation document to be considered responsive and eligible for award. Please submit five (5) hard copies and one (1) electronic version of the Proposal are required and should be sent to Carlos Ruiz ("Point of Contact" or "POC") at the following address:

Carlos E. Ruiz, A.A.E.  
Director of Commercial Business  
Greenville-Spartanburg Airport District  
2000 GSP Drive – Suite #1  
Greer, SC 29651-9202  
*ATTN: Request for Proposal for Cash-to-Card Kiosk Services*  
Email: [cruiz@gspairport.com](mailto:cruiz@gspairport.com)  
Office Phone: (864) 848-6208

**The deadline to submit the Proposal is Friday, February 12, 2021 at 4:00 p.m.** All Proposals received after the deadline will not be opened.

All questions regarding the RFP shall be directed to the above POC via email only. It is the sole responsibility of the Proposer to ensure their Proposals are delivered or mailed to the District by the appointed date and time. All responsive Proposals shall become the property of the District and must be provided without cost to the District.

An optional pre-proposal conference will be held on **Monday, January 25, 2021 at 2:00 p.m.** at the District's Conference Center, 1<sup>st</sup> Floor, Terminal Building, 2000 GSP Drive, Greer, SC. The purpose of the pre-proposal conference will be to discuss the requirement and objectives of the RFP, to tour the predetermined locations, and to answer questions regarding the RFP documents timely submitted to the District prior to the pre-Proposal conference. Due to COVID-19, facial coverings will be required, and social distancing will be observed for the pre-proposal conference. Reservations to attend this pre-proposal conference can be made by telephone or email to the above listed POC by no later than **Friday, January 22, 2021 at 12:00 p.m.** Any reservations after the deadline will not be considered.

The deadline for submitting questions is **Wednesday, January 27, 2021 at 12:00 p.m.** An addendum with question responses (if necessary) will be issued by the District no later than **Friday, January 29, 2021 at 4:00 p.m.**

The District may conduct in-person interviews with qualified candidates after reviewing all Proposals.

This RFP does not commit the District to enter into an agreement with any Proposer. In addition, the District is not responsible for any costs incurred by Proposers for the preparation of a Proposal pursuant to this RFP or incurred in

subsequent interviews and negotiations. The District intends to negotiate and award to the Proposer deemed most beneficial and advantageous to the District.

All responsive Proposals shall be considered valid for a period of ninety (90) days from the RFP deadline date and provide a statement in the Proposal to that effect. Proposals received by the deadline shall be subject to the applicable laws and regulations governing public disclosure and considered part of the public record of this RFP process.

The District reserves the right to reject any and all Proposals, to waive minor informalities and irregularities in the Proposal submission process, to extend the date of submittal of responses, to request additional information and data from any or all proposers, to supplement, amend, or otherwise modify the RFP prior to the closing date. The District also reserves the right to cancel this RFP at any time prior to an award with or without the substitution of another RFP.

### **3.1 REQUEST FOR PROPOSAL (RFP)**

#### **3.1.1 Submission of Proposals**

Sealed Proposals will be received by the District in its Administration Offices at the Airport, Second Floor, Terminal Building, 2000 GSP Drive, Suite 1, Greer, SC up to **4:00 p.m. on Friday, February 12, 2021** and immediately thereafter the Sealed Proposals will be publicly opened and read. The Proposal shall be delivered by Proposer in a sealed envelope clearly marked in the lower left-hand corner "PROPOSAL FOR CASH-TO-CARD KIOSK AT GREENVILLE-SPARTANBURG INTERNATIONAL AIRPORT". The outside of said envelope shall bear the Proposer's name, mailing address and telephone number. After such delivery, neither the Proposal nor any other submission required under the RFP may be changed, amended or modified. It shall be the Proposer's sole responsibility to timely deliver its Proposal and the other submissions required by the RFP. Late delivery of the Proposal or any required submission for any reason shall disqualify the Proposal.

#### **3.1.2 Basis for Award**

The District, in its sole discretion, shall make an award to the selected Proposer(s) that submits a complete and responsive Proposal, provides highest revenue return or concession fee to the District, and demonstrates a successful track record of establishing, operating and maintaining Kiosks at commercial service airports and/or similar facilities.

#### **3.1.3 Disqualification of Proposal**

The District reserves the right to reject a response to the RFP if the following conditions are observed during evaluations:

- A Proposal is found to be non-responsive to all requirements of this RFP;
- Proposer is found to be not responsible during the evaluation process;
- Past evidence of an unsatisfactory record of integrity and business ethics while working on other contracts;
- If the Proposer is found to be debarred from participating on any public, local, state, or federal contracts for similar services;
- Existence of unresolved claims, arrearage, or default resulting from participating on any public, local, state, or federal contracts for similar services.

#### **3.1.4 Incomplete Proposal**

The District may consider a Proposal incomplete that is not prepared and submitted in accordance with the requirements of this RFP. Any alteration, omission, addition, or any unauthorized conditions, or provisions attached to the Proposal may cause it to be incomplete. Any documents contained in this RFP necessary for submission with the Proposal which are missing or incomplete will be viewed as an incomplete Proposal and may be subject to being disqualified from evaluation.

#### **3.1.5 Proposal Security**

Each Proposal shall be accompanied by a security deposit ("Proposal Security") of Five Thousand Dollars (\$5,000) in cash or a cashier's check insured by the Federal Deposit Insurance Corporation, made payable to the District. The Proposal Security of unsuccessful Proposers shall be returned to such Proposers. If a successful Proposer fails to execute and deliver the Agreement back signed to the District within thirty (30) calendar days of notification or to provide the insurance or letter of credit required by the Agreement to the District within thirty (30) calendar days of notification, the Proposal Security shall become the property of District. If a successful Proposer does execute the Agreement and provide the required documentation within the thirty (30) calendar days as required, the Proposal Security will be returned to the successful Proposer.

#### **3.1.6 Withdrawal of Proposal**

A Proposer may withdraw its proposal prior to the time specified for the opening of Proposals, if a written withdrawal request is received by the POC prior to such specified time. In addition, District may allow a Proposer to withdraw its Proposal after the Proposal opening because of a mistake, if the Proposer submits credible written evidence to the District that the mistake was clerical or mathematical in nature, as opposed to a judgment error, and if the District determines that the Proposal was submitted in good faith and that the mistake was actually due to an unintentional material, and substantial error. A request to withdraw a proposal must be made in writing and that received by the District no later than twenty-four (24) hours

after the opening of the Proposals. In making its determination, the District shall be required to hold a hearing or to make any written findings of fact or conclusions of law.

### 3.1.7 Disqualification for Submitting More Than One Proposal

A Proposer shall be disqualified for submitting more than one Proposal; provided that a Proposal which has been withdrawn as permitted herein does not preclude the submission of another Proposal prior to the time specified for the opening of the Proposals.

### 3.1.8 Schedule of Events

The following outlines the schedule of events for this RFP. The key events and deadlines are as follows:

Advertisement Date:	January 14, 2021
Optional Terminal Building Tour:	January 25, 2021 at 2:00 p.m.
Deadline for Questions:	January 27, 2021 at 12:00 p.m.
Question Responses:	January 29, 2021 at 4:00 p.m.
<b>Due Date &amp; Time for Proposals:</b>	<b>February 12, 2021 at 4:00 p.m.</b>
Award Submitted for Board Approval:	March 8, 2021
Contract Finalized & Executed:	March 19, 2021
Kiosks Installation	April 1, 2021

## 4 PROPOSAL INSTRUCTIONS

To submit a responsive Proposal, the proposal is limited to twenty (20) pages, single sided, excluding the transmittal letter, cover page, table of contents, and required Forms included in this RFP. The District requires five (5) hard copies (either mailed or hand delivered) and one (1) electronic copy in PDF format sent to the POC in Section 3.0. To expedite the evaluation process, Proposers shall organize the Proposal as outlined below. The District is within its rights to consider a Proposal non-responsive and disqualify a prospective Proposer if it does not follow this format or if the Proposal fails to include all the requirements of this RFP.

- **The Following Forms Must be Fully Completed and Included;**
  - Completed Eligibility Form (**Form 1**)
  - Proposal Form (**Form 2**)



- Completed Proposer's Affidavit of Non-Collusion (**Form 3**)
- Completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Form (**Form 4**)
- Completed Exceptions to the RFP Form (**Form 5**)

#### **4.1 MINIMUM EXPERIENCE AND QUALIFICATIONS**

The following are minimum qualification requirements that the Proposer must meet to be eligible to submit a Proposal. Proposers must have a minimum to two (2) years of operational experience within the past five (5) years managing and operating Kiosks at commercial service airports and/or similar facilities. In addition, at least three (3) airport references and/or similar facilities, including their contact information and relation to the proposer.

Proposer shall include an organizational/functional chart that includes management duties and responsibilities by individual position.

Proposers must clearly show compliance to these minimum qualifications. The District reserves the right, but is not obligated, to obtain clarification from the Proposer and Proposer's references if compliance to the minimum qualifications is not clear in the Proposal.

#### **4.2 FINANCIAL PROPOSAL**

Proposer shall submit a Concession Fee based either on a minimum percentage of "Gross Receipts" or Fixed Fee Per Transaction. Gross Receipts means the amount charged for card issuance (whether received or receivable, whether cash or credit) from the Proposer's Kiosks, excluding only:

- the amount of actual and customary customer refunds returned to persons such as reimbursement due to equipment malfunction; and
- sales, use, or other assessments and taxes paid to the State of South Carolina or another government entity with taxing authority for such services, provided such refunds and taxes are documented to the District's satisfaction.

#### **4.3 PERSONNEL**

The Proposer will employ or permit the employment of only such personnel as will be acceptable to the District and will assure that all personnel provide a high standard of service to the public. The Proposer will employ a service organization assigned to the District for service and maintenance of the Kiosks. Proposer will employ enough personnel to maintain and keep the Kiosks in good operating condition, and to promptly meet all reasonable service requests.

All employees or agents of the Proposer, at all times while at GSP, will:

- wear visible company identification or uniforms that are acceptable to the District while performing work on Airport premises;
- comply with all security, safety, and privacy requirements related to work at the Airport;
- be friendly and courteous to the public; and
- be neat, clean, and well-trained.

#### **4.4 SPECIFICATIONS**

Proposers are responsible for familiarizing themselves with specifications of the products to be delivered and/or the work to be performed under this RFP. Failure to inspect the locations outlined on Exhibit A will not relieve the successful Proposer's responsibility from performing in accordance with the intent and meaning of the specifications as awarded.

##### **4.4.1 Kiosks Locations**

Kiosks will be in pre-security, landside locations in the airline ticketing area of the Terminal and Parking Garage A and B. The locations are subject to change, and the locations may be added, changed or reduced at the District's discretion.

##### **4.4.2 Installation**

Proposer accepts full responsibility for installation and proper operation of all equipment. Proposer agrees to install and maintain, at its own cost and expense, four (4) fully operational Kiosks, unless otherwise approved by the District, which accept United States dollars. Proposer agrees to keep the Kiosks in service for the duration of the term. Proposer shall be responsible for any internet and cellular telephone services at each location.

Proposer shall include a detailed rendering with dimensions, cut sheet of the Kiosks. In addition, it should include the utility, installation, and data requirements for each proposed location.

All Kiosk installations by the Proposer shall meet the applicable requirements of the District and be subject to prior written approval from the District. The Proposer, at its sole expense, shall be responsible for the procurement of equipment, installation of the Kiosks, signage and any needed connections and improvements to the space provided, herein after referred to as the "installation." Management, maintenance, and operations of the Kiosks are the sole responsibility of the Proposer.

Proposer shall not install any additional Kiosks or remove or relocate any such equipment at the Airport without the express written approval of the District.

#### **4.4.3 Performance Standards**

Proposer is expected to conduct its operation in a first-class, business like, efficient, courteous, and accommodating manner. The District shall have the right to make reasonable objections to the quality and character of the services rendered to the public, the prices charged, and the appearances and condition of the equipment. Proposer will promptly discontinue or remedy any objectionable practice. Failure to comply with the foregoing shall constitute a material breach of the Agreement.

Each Kiosk installed by the Proposer shall adhere to the following standards during the entire term:

1. Meet the aesthetic and functionality standards as approved by the District; and must be maintained in a new or "like-new" condition;
2. Kiosks must be kept clean, sanitary, and free of stickers and/or other materials defacing the machines, and hand-written signs are strictly prohibited;
3. Be easy to operate, including on-screen instructional prompts and disclosure of fees, and be front-loading, attractive, functional, and resistant to rigorous usage;
4. Have a digital LED or LCD color monitor showing the amount of money deposited, or amount charged/applied to the debit card when a customer uses the Kiosk;
5. The Kiosks shall display all type-written direction in English necessary to instruct customers in the operation of the Kiosk; and include a list of Kiosk transaction fees, surcharges, and any other fee charged and to whom the transaction fees or surcharges apply;
6. Kiosks which provide written instructions regarding options, instructions, and fees in multiple languages, including but not limited to Spanish, are required;
7. Kiosks must be sufficiently stocked with debit cards to accommodate peak demand periods;
8. No advertising in any format shall be allowed with the Kiosk, except for promoting the Kiosk services. Such promotion is subject to approval by the District;
9. Kiosks must have system management capabilities for predicting, assisting, and reporting maintenance issues and the need for debit card replenishment;
10. The Kiosks shall display in clear view the name of the company, Kiosk number, its location, and contain a twenty-four (24) hours a day, seven (7) days a week toll-free telephone number to call for inquiries,

maintenance issues, customer service issues, complaints, or refunds. Proposer shall commit and demonstrate its ability to respond to service calls on Kiosks within four (4) hours of notification;

11. Proposer shall be solely responsible for ensuring the Kiosks are in full compliance with the Americans With Disabilities Act (ADA), including approach height/reach requirements and accessibility for the visually impaired. Proposer will provide equipment, service, and signage in at least such quantities as are required by the ADA;
12. Proposer shall include descriptive literature for all equipment with submission of their Proposal. The District reserves the right to reject equipment that, for any reason, is not considered acceptable;
13. Proposer shall maintain each Kiosk in a good condition during the term. If the District determines, at its sole discretion, that the Kiosks have fallen below the required standard, the Proposer will promptly replace said Kiosk with a Kiosk of the same type and style in a new or like new condition;
14. Proposer shall be solely responsible for providing security for the Kiosks with no right of reimbursement from the District. The District will not be responsible for any damage to the Kiosk or related equipment, unless caused by intentional act of the District or its employees;
15. Each Kiosk shall be operational and available for use twenty-four (24) hours a day, seven (7) days a week, including holidays. No more than one (1) Kiosk may be inoperable at any time and for no more than a forty-eight (48) hour period.

#### **4.4.4 Price Adjustments**

The Proposer may not charge any prices that have not been approved in writing by the District. At any time during the Term of the Agreement, the Proposer must submit any and all proposed price changes to the District for written approval prior to implementation.

#### **4.4.5 Addition and Deletion of Items or Service Locations**

The District may allocate, at its sole discretion, alternate or additional premises for the location/relocation of the Kiosks during the Agreement. The District reserves the right to add or delete products and services at any time during the Agreement. Similar equipment, supplies, services, or locations added to the Agreement shall be in accordance with the contract specifications/scope of services, and the fees for items added shall be the same as scheduled in the Agreement.

Proposer shall submit a written request to render new services and shall not offer such services until receipt of written approval by the District.

#### **4.5 MAINTENANCE, SERVICE, AND REPAIR OF EQUIPMENT**

##### **4.5.1 Routine Maintenance of Kiosks**

Proposer shall, at its own expense, maintain the Kiosks in a clean, neat, orderly, and good working condition, and in good repair at all times. Proposer shall clean the exterior surface of the Kiosks every time the machines are serviced, a minimum of two (2) times per month. Proposer shall perform regular, routine inspections of the equipment.

##### **4.5.2 Service/Repair of Kiosks**

Proposer shall routinely service each Kiosk, so it remains in a properly stocked, cleaned, and serviceable condition ready for use twenty-four (24) hours a day, seven (7) days a week. Proposer must have system management capabilities for predicting, assisting, and reporting maintenance and the need for debit card replenishment. Proposer shall provide a procedure for the reporting and responding to any customer complaints. Response time to service calls on Kiosks must be within four (4) hours of notification. Proposer shall display a digital sign on the LED/LCD screen that the Kiosk is not available for service.

A service log shall be maintained by the Proposer that includes the location, type of equipment, a detailed list of services performed during each visit, and the "reason for any breakdown/malfunction." A copy shall be provided the District upon request.

All services shall always be prompt and efficient. Failure of the Proposer to timely respond with corrective action may be cause for default of the Agreement.

#### **4.6 ACDBE PARTICIPATION**

Proposer shall demonstrate efforts to meet or exceed the ACDBE participation goal of the District, as outlined in Exhibit E.

#### **4.7 EXCEPTIONS**

Proposer shall note any exceptions to the RFP and/or Agreement, as outlined in Exhibit D, or the overall operation that the proposer cannot accept and reason on Form 5.

**5.0 CENTRALIZED RECEIVING AND DISTRIBUTION FACILITY (CRDF)**

The District has established a Centralized Receiving and Distribution Facility (CRDF) which is managed by Bradford Airport Logistics. All tenants within the terminal complex must utilize the CRDF for all deliveries and pickups including, but not limited to, office supplies, FedEx, UPS, and other parcel services, payroll check delivery services, etc.

CRDF fees are calculated and assessed annually based on a proration of services to each tenant as determined by the District.

**6.0 GENERAL PROVISIONS**

**6.1 KICKBACK PROVISION**

Proposers seeking to do business with the District, its employees, or Commissioners are prohibited from offering or providing any type of payment or other form of consideration if it is intended to reward, influence, or give the appearance of rewarding or influencing the District, its employees, or Commissioners with respect to their employment.

**6.2 EQUAL OPPORTUNITY**

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference.

**6.3 RESPONSIBILITY**

The proposer shall assume sole responsibility for meeting all requirements stipulated in this RFP when submitting a Proposal. Any discrepancies, ambiguities, or questions must be addressed by the proposer prior to the Proposal deadline. Any Proposal submitted by a proposer must contain the signature of a duly authorized officer capable of legally binding the firm in accordance with the requirements of this RFP. All costs incurred in preparing a Proposal for this RFP, including participating in the Proposal process and negotiating with the District, whether a new concession agreement is awarded to the proposer or not, shall be solely the responsibility of the proposer. All materials and documents submitted by a proposer shall become the property of the District and will not be returned.

**6.4 COMMUNICATIONS**

Once the RFP is issued all Proposers or representatives of Proposers communications are restricted to the POC for the District. Any other communication with District staff or others associated with the District is strictly prohibited and could cause for the disqualification of a Proposer.

**6.5 PROTEST WAIVER**

By submitting a Proposal, proposers waive any rights they may have to protest the selection of the successful proposer by the District. Proposers further waive any cause of action they may have against the District including any action arising from any reliance on advice by the point of contact or information provided by or through this RFP. This waiver is effective notwithstanding the fact that the District may have in place certain protest procedures, which may be applicable in other situations.

## FORM 1 – ELIGIBILITY

### OVERVIEW

Proposers interested in providing Cash-to-Card Kiosk Services and at the Airport must complete this form in full and timely submit it to the District, as part of its RFP documents. This form will enable the District to determine whether the Proposer has met the District's minimum eligibility requirements for submitting a bid. If this Proposer's Eligibility Form is not submitted, or if the information contained herein is incomplete or not responsive or if the Proposer does not have the apparent financial capability to perform the Agreement, the Proposer's Bid may be rejected by the District. Use additional pages as necessary, but please indicate at the top of each page the number and/or letter of the paragraph to which each such page relates.

### PROPOSER INFORMATION

A. Company Information:

1. Name: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Telephone Number: \_\_\_\_\_
4. Facsimile Number: \_\_\_\_\_
5. Email Address: \_\_\_\_\_
6. Contact Person \_\_\_\_\_

B. Type of Organization (Check all that apply) (If the Proposer is a franchisee, joint venture, or subsidiary, then the information requested below shall be provided for the franchisee and parent entity of franchisor, for each company forming the joint venture, or for the subsidiary and parent.)

- Partnership
  - Corporation
  - Joint Venture
  - Sole Proprietorship
  - Other (explain) \_\_\_\_\_
- 

C. IF A PARTNERSHIP, ANSWER THE FOLLOWING:



1. Date of Organization: \_\_\_\_ / \_\_\_\_ / \_\_\_\_
2. General Partnership ( ) Limited Partnership ( )
3. Partnership Agreement recorded? Yes ( ) No ( )  
\_\_\_\_ Book \_\_\_\_ Page  
\_\_\_\_ County \_\_\_\_ State
4. Has the Partnership done business in South Carolina?  
Yes ( ) No ( ) When? \_\_\_\_\_
5. Name, Address and Partnership share of each general partner:

NAME	ADDRESS	SHARE
_____	_____	____%
_____	_____	____%
_____	_____	____%
_____	_____	____%

D. IF A CORPORATION, ANSWER THE FOLLOWING

1. Incorporation date? \_\_\_\_ / \_\_\_\_ / \_\_\_\_
2. State where incorporated? \_\_\_\_\_
3. Is the corporation authorized to do business in South Carolina?  
Yes ( ) No ( ) If so, as of what date? \_\_\_\_\_

If South Carolina is not the state of incorporation:

Address of the registered office in South Carolina:

\_\_\_\_\_

Name of registered agent in South Carolina at such office:

---

Attach copy of Certificate of District to transact business in South Carolina.

4. Is the corporation held publicly ( ) or privately ( )?
  
5. Furnish the name, title and address of each officer and principal shareholder owing ten (10) percent or more of the corporation's issued stock.

**OFFICER'S NAME**

**POSITION**

---

---

---

---

**PRINCIPAL SHAREHOLDERS**

**ADDRESS**

---

---

---

---

---

E. IF A JOINT VENTURE, ANSWER THE FOLLOWING:

1. Date of Organization? \_\_\_\_/\_\_\_\_/\_\_\_\_
  
2. Joint Venture Agreement recorded? Yes ( ) No ( )  
Date \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ County \_\_\_\_\_  
State \_\_\_\_\_
  
3. Has the Joint Venture done business in South Carolina?

Yes ( ) No ( ) When? \_\_\_\_\_

4. Name, address and percent of ownership of each Joint Venturer:

ADDRESS	SHARE
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

### FINANCIAL INFORMATION

F. The Proposer shall submit the following:

- Current balance sheet and profit & loss statement (P/L);
- Most recent years of audited financials.

G. Financial Responsibility

Please attach evidence of Proposer's financial responsibility, such as a credit rating from a qualified firm preparing credit ratings, a letter of credit worthiness from a bank, a letter of credit from an FDIC insured bank describing Proposer's credit line, or other appropriate credit reference. In the event that the Proposer has a current, satisfactory credit rating from a nationally recognized credit rating firm (i.e., Standard and Poor's, Moody's, etc.), Proposer may reference said rating in lieu of providing a written credit rating from said firm or firms. In the event that District determines that additional information concerning said reference is necessary (including written documentation of the reference), Proposer shall provide the requested information forthwith upon written request of the District.

H. Surety Information

Has the Proposer had a bond or surety canceled or forfeited within the past ten (10) years?      Yes ( )      No ( )

If yes, state name of bonding company, date, amount of bond, and reason for such cancellation or forfeiture.

\_\_\_\_\_

---

---

---

I. Bankruptcy Information

Has Proposer or a principal owner of Proposer been declared bankrupt within the past ten (10) years? Yes ( ) No ( )

If yes, state case name, date of proceeding, court jurisdiction, amount of liabilities, amount of assets, and disposition.

---

---

---

---

J. Contract Termination/Cancellation

Has Proposer or any entity affiliated with it ever been a party to a concession, lease or management agreement to manage and/or operate kiosks at any airport or similar facility and failed to perform the concession, lease, or management agreement for the full term thereof?

Yes ( ) No ( )

If yes, please state the name of airport or lessor, date of award and describe the circumstances of the termination or cancellation.

---

---

---

K. Litigation and Arbitration

At any time during the previous five (5) years, has Proposer or any entity or affiliate owned or controlled by it or by the person or persons who own or control Proposer been involved as a party in any litigation or arbitration with

respect to a breach or alleged breach of a rental car concession agreement and/or lease relative to an airport? Yes ( ) No ( )

If yes, state the name and location of each airport or Lessor and the caption (with the parties' names) for each case.

---

---

---

---

L. Violations of Law

1. At any time during the previous ten (10) years, has Proposer or any partner, joint venture participant or individual serving as an officer of Proposer been convicted of, or pleaded guilty or no contest to, a felony crime?

Yes ( ) No ( ) (If yes, attach detailed information.)

2. Is Proposer or any partner, joint venture participant or individual serving as an officer of Proposer currently under investigation in a felony criminal proceeding?

Yes ( ) No ( ) (If yes, attach detailed information.)

M. References

List at least three other references with whom Proposer has conducted business with during the past three (3) years. Proposers may attach a letter of reference from each of them. Proposers hereby authorize the District to contact the references listed.

**REFERENCE #1**

FIRM: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
NATURE OF ASSOCIATION: \_\_\_\_\_

**REFERENCE #2**

FIRM: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
NATURE OF ASSOCIATION: \_\_\_\_\_

**REFERENCE #3**

FIRM: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_  
NATURE OF ASSOCIATION: \_\_\_\_\_

**EXPERIENCE AND OPERATIONS INFORMATION**

- N. Number of continuous years Proposer has provided Cash-to-Card Kiosk Services. (If services are to be performed by a joint venture or partnership, indicate the experience of each party.)
1. Continuous experience in management and operation of Cash-to-Card Kiosk Services: \_\_\_\_\_ years
  2. Joint Venture: \_\_\_\_\_ years

3. Partnership: \_\_\_\_\_ years

O. Provide a list of all airports where Proposer has provided Cash-to-Card Kiosk Services:

<b>Airport Name</b>	<b>Years Operated</b>
---------------------	-----------------------

_____	_____
_____	_____
_____	_____

P. Provide a list of comparable facilities where Proposer has provided Cash-to-Card Kiosk Services:

<b>Facility Name</b>	<b>Years Operated</b>
----------------------	-----------------------

_____	_____
_____	_____
_____	_____

**FORM 2 – PROPOSAL FORM**

TO: Mr. Carlos E. Ruiz, A.A.E.  
Director of Commercial Business  
Greenville-Spartanburg Airport District ("District")  
2000 GSP Drive – Suite 1  
Greer, South Carolina 29651

FROM: \_\_\_\_\_

RE: Invitation For Bids  
Cash-to-Card Kiosk Services at  
Greenville-Spartanburg International Airport

Pursuant to the District's Request for Proposals (RFP), the undersigned hereby submits this Bid based on and subject to the terms and conditions of the RFP documents, which documents have been read by the undersigned and to which the undersigned agrees.

Based upon the terms, provisions, and conditions of the RFP documents, and if this Bid is accepted, the undersigned hereby agrees to the following concession fee structures, Single Flat Percentage Fee Applied to Gross Receipts OR Flat Fee Per Transaction:

**Single Flat Fee Percentage Fee Applied to Gross Receipts:**

YEAR	PERCENTAGE FEE IN WORDS	PERCENTAGE FEE IN FIGURES
1		
2		
3		
4		
5		

**Flat Fee Per Transaction:**

YEAR	FLAT FEE IN WORDS	FLAT FEE IN FIGURES
1		
2		
3		



4		
5		

If Proposer is submitting its Proposal as a DBE firm, it shall complete subparagraph "a" below. If Proposer is not submitting as a DBE firm, it shall complete subparagraph "b" below.

a. **Name of DBE firm:** \_\_\_\_\_  
(If Proposer is submitting as a DBE firm)

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

Telephone (with area code): (\_\_\_\_) \_\_\_\_\_

Name of Certifying Agency: \_\_\_\_\_

Date of On-Site Visit: \_\_\_\_\_

Effective Date of Certification: \_\_\_\_\_

Certifying Agency Representative: \_\_\_\_\_

b. **DBE Goal:** Agreement Year 1 \_\_\_\_\_ % 2 \_\_\_\_\_ % 3 \_\_\_\_\_ %  
4 \_\_\_\_\_ % 5 \_\_\_\_\_ %

(If Proposer is not submitting as a DBE firm)

Description of work or goods and services to be performed or provided by DBE firms:

\_\_\_\_\_  
\_\_\_\_\_

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the proposer has considered all Proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.

2. In preparing this Proposal, the financial information contained in it has been arrived at independently and without consultation, communication or contact with the Airport Commission, or other proposers, to restrict competition as to any matter relating to this RFP.
3. No fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative, official, or current consultant of the District in order to procure the new agreement described in this RFP.
4. As a condition of contracting with the District, the proposer agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The proposer further agrees to promptly provide to the District all information and documentation that may be requested by the District from time to time regarding the solicitation and selection of subcontractors. Failure to maintain or failure to provide such information constitutes grounds for the District to reject the Proposal submitted by the proposer and terminate any contract awarded based on such Proposal.
5. The information contained in this Proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered to the District, is true, accurate, and complete. This Proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the District as to any material facts.
6. The proposer and personnel performing work under any contract related to this RFP are independent of the District as defined by generally accepted auditing standards.
7. It is understood by the proposer that the District 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 District, to waive formalities, technicalities, to recover and resolicit this RFP.
8. This Proposal is valid for 90 calendar days from the Proposal due date.

I, the undersigned, hereby acknowledge that my company was given the opportunity to provide exceptions to this RFP. As such, I have elected to do the following:

- Take no exceptions and agree to the Terms and Conditions.
- Include exceptions to the RFP using Form 5.

I, the undersigned, hereby acknowledge that my company was given the opportunity to indicate any Trade Secret materials or Personally Identifiable Information ("PII") as detailed in this RFP. I understand that the District is legally obligated to provide my Proposal documents, excluding any appropriately marked Trade Secret information and PII, upon request by any member of the public. As such, my company has elected as follows:

- No portion of the Proposal is marked as Trade Secret or PII.
- The following sections of the Proposal are marked as Trade Secret or PII.

---

---

The Proposer acknowledges receipt of the following Addenda (if any):

<u>Addenda Number</u>	<u>Date of Receipt</u>
# _____	_____, 2021
# _____	_____, 2021
# _____	_____, 2021
# _____	_____, 2021

This the \_\_\_\_\_ of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Proposer's Name

By: \_\_\_\_\_

Title: \_\_\_\_\_

Attested by (if a corporation):

By: \_\_\_\_\_

Title: \_\_\_\_\_

Seal (if a corporation):

**Authorized Representative (signed):**

\_\_\_\_\_

**FORM 3 – AFFIDAVIT OF NON-COLLUSION**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me \_\_\_\_\_, being duly sworn, says that he/she is a member of \_\_\_\_\_ and further says that such firm, association, corporation or other entity has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of competitive bidding in connection with the submission of a Proposal in response to the above-named solicitation.

Further, \_\_\_\_\_ swears and affirms that all legal formalities required for the proper execution of affidavits pursuant to the laws of his/her state have been complied with and further agrees on behalf of himself/herself, his/her firm association, corporation, or other entity that in any subsequent prosecution of perjury of him/her, his/her firm association, corporation, or other entity, it shall not be a defense to such perjury charge that said formalities were not in fact complied with.

Printed Name and Title

Legal Signature

SWORN before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Notary Public for \_\_\_\_\_

Notary Public

**FORM 4 – CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The following form shall be completed and included in the Proposal.

The proposer certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily declared ineligible for the award of contracts by any Local, State, or Federal agency;
- (b) Have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (b) of this certification.
- (d) Have not within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied; and
- (e) Have not within a three-year period preceding this offer had one or more public contracts or subcontracts (Federal, State, or local) terminated for cause or default; and

Where the proposer is unable to certify to any of the statements in this certification, the proposer shall attach an explanation to this application.

*I hereby certify as stated above:*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

*I am unable to certify to one or more of the above statements. (Check box if applicable)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**FORM 5 – EXCEPTIONS TO THE RFP**

The following form shall be completed and included in the Proposal.

All services requested in the RFP must be provided in strict conformance with the terms, conditions and specifications described in this RFP (including any addenda or amendments). If the proposer takes exception to any of the terms, conditions, and specifications, they must list the section number and title in the below chart and provide an explanation. If no exceptions are observed check the box above the chart.

Please check this box if the proposer agrees to all terms, conditions and specifications.

RFP Section Number	RFP Section Title	Exception & Proposed Change

The signature below certifies that the proposer has read the RFP document and complies with the requirements of this RFP and takes no exception to the terms, conditions and specifications other than those listed in the chart contained on this Form.

\_\_\_\_\_ Company

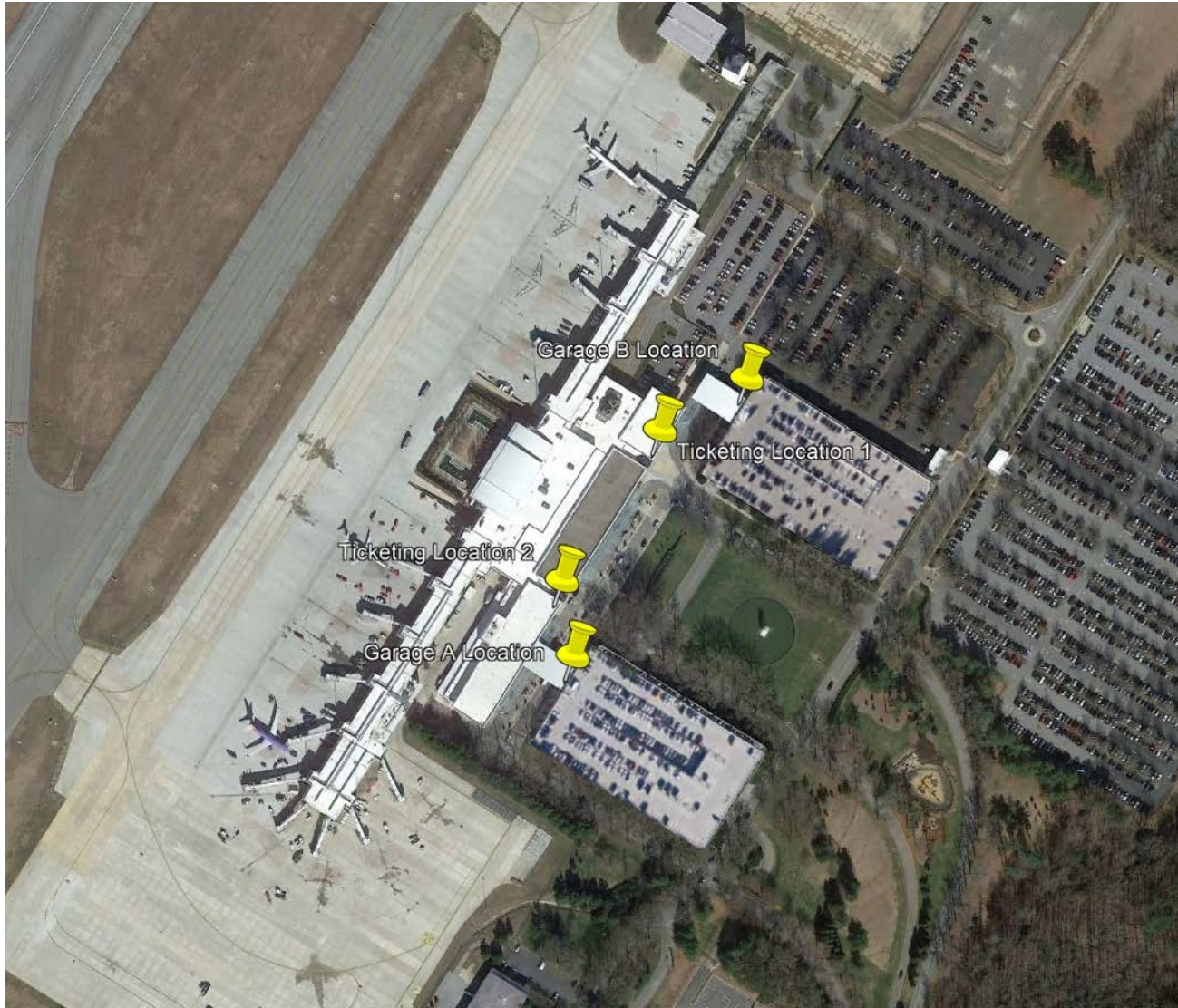
\_\_\_\_\_ Date

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

\_\_\_\_\_ Printed Name

**Exhibit "A"**

**Approved Locations – Cash-to-Card Kiosks**



- **Ticketing Location 1** – Serves Ticketing (Airlines), Economy Lot B with 1,473 parking spaces, and Valet Parking with 215 parking spaces.
- **Ticketing Location 2** – Serves Baggage Claim, Economy Lot A with 443 parking spaces, and Economy Lot C with 1,500 parking spaces.
- **Garage A Location** – Serves Parking Garage A with 1,066 parking spaces and 391 rental car spaces for a total of 1,457 total spaces.
- **Garage B Location** – Serves Parking Garage B with 1,505 parking spaces.

**Exhibit "B"**

**Passenger Statistics**  
(See attachment entitled Exhibit B)



<b>GSP Passenger Statistics</b>			
<b>Date</b>	<b>Enplanements</b>	<b>Deplanements</b>	<b>Total Passengers</b>
January-15	67,179	66,782	133,961
February-15	60,349	60,076	120,425
March-15	74,551	72,163	146,714
April-15	81,590	82,271	163,861
May-15	86,373	83,423	169,796
June-15	87,141	85,836	172,977
July-15	88,785	90,182	178,967
August-15	85,467	86,147	171,614
September-15	83,142	82,731	165,873
October-15	93,421	92,923	186,344
November-15	85,623	84,893	170,516
December-15	81,636	77,825	159,461
January-16	72,250	71,797	144,047
February-16	70,176	68,653	138,829
March-16	80,039	77,202	157,241
April-16	82,515	82,856	165,371
May-16	90,484	88,627	179,111
June-16	88,648	85,817	174,465
July-16	87,590	85,400	172,990
August-16	85,939	84,879	170,818
September-16	91,129	88,781	179,910
October-16	94,997	93,790	188,787
November-16	89,426	89,028	178,454
December-16	81,248	77,448	158,696
January-17	72,326	72,309	144,635
February-17	67,033	67,475	134,508
March-17	83,202	83,251	166,453
April-17	85,594	83,369	168,963
May-17	95,901	94,090	189,991
June-17	96,696	93,253	189,949
July-17	94,588	93,073	187,661
August-17	93,306	92,125	185,431
September-17	88,535	86,751	175,286
October-17	107,748	107,587	215,335
November-17	97,966	96,813	194,779
December-17	91,613	86,281	177,894

Greenville-Spartanburg Airport District  
Cash-to-Card Kiosk Services RFP

**Exhibit "B"**

January-18	77,357	77,072	154,429
February-18	73,271	72,018	145,289
March-18	90,110	89,787	179,897
April-18	91,712	91,300	183,012
May-18	99,196	97,698	196,894
June-18	102,997	101,346	204,343
July-18	102,982	101,031	204,013
August-18	104,713	104,364	209,077
September-18	98,100	96,182	194,282
October-18	115,810	115,079	230,889
November-18	110,391	109,428	219,819
December-18	100,287	96,015	196,302
January-19	90,635	89,802	180,437
February-19	84,496	83,746	168,242
March-19	103,603	104,195	207,798
April-19	104,473	103,066	207,539
May-19	115,859	113,990	229,849
June-19	119,357	115,386	234,743
July-19	119,681	118,626	238,307
August-19	114,156	115,318	229,474
September-19	111,547	110,689	222,236
October-19	123,144	123,727	246,871
November-19	112,516	111,517	224,033
December-19	113,577	109,130	222,707
January-20	95,938	96,493	192,431
February-20	91,880	91,002	182,882
March-20	59,602	60,915	120,517
April-20	4,300	4,421	8,721
May-20	13,476	13,190	26,666
June-20	25,847	24,962	50,809
July-20	35,807	34,163	69,970
August-20	39,496	38,657	78,153
September-20	40,388	39,613	80,001
October-20	41,238	41,133	82,731
November-20	44,172	42,904	87,076
December-20	43,801	42,101	85,902

**Exhibit "C"**

**Parking Revenue – Cash Transactions**  
(See attachment entitled Exhibit C)

<b>GSP Parking Revenue – Cash Only</b>			
<b>Date</b>	<b>Revenue - Cash</b>	<b>Number of Transactions</b>	<b>Average Amount per Transaction</b>
July-18	\$90,534.45	10,168	\$8.90
August-18	\$80,160.00	8,754	\$9.16
September-18	\$79,907.00	7,145	\$11.18
October-18	\$81,666.00	7,268	\$11.24
November-18	\$76,209.00	7,267	\$10.49
December-18	\$82,291.75	8,935	\$9.21
January-19	\$72,028.00	6,750	\$10.67
February-19	\$56,773.00	5,153	\$11.02
March-19	\$65,105.00	6,339	\$10.27
April-19	\$68,639.00	6,781	\$10.12
May-19	\$74,089.00	7,822	\$9.47
June-19	\$79,735.00	8,979	\$8.88
July-19	\$86,549.30	9,372	\$9.23
August-19	\$73,398.05	7,879	\$9.32
September-19	\$82,800.25	6,544	\$12.65
October-19	\$143,478.10	8,268	\$17.35
November-19	\$87,459.05	7,089	\$12.34
December-19	\$78,749.00	8,172	\$9.64
January-20	\$62,562.00	6,196	\$10.10
February-20	\$51,971.00	4,722	\$11.01
March-20	\$38,165.00	3,133	\$12.18
April-20	\$982.85	65	\$15.12
May-20	\$1,536.00	30	\$51.20
June-20	\$845.00	75	\$11.27
July-20	\$719.00	46	\$15.63
August-20	\$1,253.00	61	\$20.54
September-20	\$1,676.00	57	\$29.40

**Exhibit "D"**

**Cash-to-Card Kiosk Agreement**  
(See attachment entitled Exhibit D)

**SPACE USE/OPERATING PERMIT  
GREENVILLE-SPARTANBURG AIRPORT DISTRICT**

**THE GREENVILLE-SPARTANBURG AIRPORT DISTRICT**, an airport district and political subdivision of the State of South Carolina, hereinafter referred to as "District", by its execution hereof, hereby authorizes the following person or entity, hereinafter referred to as "Company" to conduct business and/or occupy space at Greenville-Spartanburg International Airport, hereinafter referred to as "the Airport" or "the District" for the purpose or purposes and on the terms and conditions hereinafter stated.

1. **Company.** The name, address and telephone number of the Company hereunder are as follows:

Name:

Address:

Contact:

Telephone:

E-mail:

Fax:

Cell:

**Company Financial Billing Contact(s):**

Name:

Address:

Telephone:

E-mail:

Fax:

**Company – 24 Hour Emergency Contacts – minimum of 2 contacts required:**

Name & Title:

Address:

Telephone:

E-mail:

Name & Title:

Address:

Telephone:

E-mail:

2. **Business to be Conducted**. Company is only authorized to conduct the following business at the Airport, and may conduct none other, to wit:

**Install and managed Cash-to-Card Kiosks**

3. **Space to be Occupied**. Company is authorized to use the Assigned Space, which is that space at the Airport defined in **Attachment A-1 and shown on Exhibit "A"**.

4-a. **Payments**. All payments due hereunder shall be remitted to the Director of Finance, Greenville-Spartanburg International Airport, 2000 GSP Drive, Suite 1, Greer, South Carolina, 29651; without demand, set-off or deduction.

In the event that the term of this Permit shall commence or end on any day other than the first and last day, respectively, of a calendar month such consideration due hereunder for a portion of such month shall be prorated on a per-diem basis, and the first payment shall be due on or before the effective date hereof.

4-b. **Consideration-Space Rental and/or Use/Operating Permit**. In consideration for the rights granted hereunder by the Airport, Company hereby agrees to pay to the Airport monthly, in advance, on the first (1st) day of each calendar month during the term hereof, the sum shown in **Attachment A-2** plus any and all sales or use taxes due thereon.

5. **Term**. This Permit is effective, from the date of execution, to permit use or occupancy for the period stated in **Attachment A-4**, unless sooner terminated in accordance with the terms and provisions hereof. Notwithstanding the foregoing, however, the District shall have the right to terminate this Permit prior to the date upon which it would otherwise expire by giving the Company at least thirty (30) days written notice of its intention to do so.

6. **Amount of Insurance Required**. Commercial general liability, automobile liability, and workers compensation and employer's liability insurance is required to be carried by Company under subparagraphs K(1) and K(2) of the Terms and Conditions attached hereto. The amounts of coverage are specified in **Attachment A-5**.

7. **Security Deposit**. The amount of the security deposit to be held subject to the provisions of Paragraph T hereof is shown in **Attachment A-6**.

8. **Utility and Service Charges**. Except as otherwise expressly shown on **Attachment A-7**, Company shall be responsible for all utility and service charges.

9. **Special Conditions**. Any Special Conditions are expressly outlined in **Attachment A-8**.

10. **Company's Right to Occupy**. The Company's right to use and occupy the Assigned Space and/or operate at the Airport is conditioned upon Company complying with all provisions hereof shown on that **Attachment B** hereto entitled "**Space/Use/Operating Permit Additional Terms and Conditions**".

11. **Amendments.** Amendments to this Permit may only be made by a written revision of it bearing the signatures of both Company and the Airport.

**GREENVILLE-SPARTANBURG AIRPORT  
DISTRICT**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**David N. Edwards, Jr., A.A.E.  
President/CEO**

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SAMPLE



## ATTACHMENT A

### SPACE USE/OPERATING PERMIT GREENVILLE-SPARTANBURG AIRPORT DISTRICT

#### **A-1. SPACE TO BE OCCUPIED ("Assigned Space").**

<u>Location (Exhibit A)</u>	<u>S.F.</u>	<u>Rate P.S.F.</u>	<u>Annual Rate</u> (Applicable sales tax not included)	<u>Monthly Rate</u> (Applicable sales tax not included)
Location 1 – Ticketing Lobby	XX	N/A	N/A	N/A
Location 2 – Baggage Claim	XX	N/A	N/A	N/A
Parking Garage A	XX	N/A	N/A	N/A
Parking Garage B	XX	N/A	N/A	N/A
<b>TOTAL</b>			<b>\$0</b>	<b>\$0</b>

N/A – Not Applicable

#### **A-2. SPACE USE/OPERATING PERMIT CHARGE**

**ANNUAL : \$0 MONTHLY: \$0**  
**Plus applicable sales tax**

\* The Space Use/Operating Permit Charge is also the **Minimum Monthly Charge** when a Percentage of Receipts amount is specified in this Permit. Such Space Rental shall be fixed for the term of the Permit.

#### **A-3. PERCENTAGE OF RECEIPTS**

Company will pay **XX%** of its Gross Receipts to District for any month in the period in which this permit is in effect.

#### **A-4. TERM.**

The term of this Permit is for five (5) years starting on **XXXX, 2021 through XXXX, 2026. This Permit shall automatically renew month-to-month unless terminated per Section 5 above.**

#### **A-5. INSURANCE REQUIREMENTS**

The minimum coverage required is:

Automobile liability	<b>\$1,000,000</b>
Commercial General Liability	<b>\$1,000,000</b>
Workers Compensation Employer's Liability	<b>As required by the laws of South Carolina. \$500,000 each accident, \$500,000 disease-policy limit and \$500,000 disease-policy – each employee</b>

**Evidence of current coverage is to be kept on file with the District.**

## **A-6. AMOUNT OF SECURITY DEPOSIT**

Company shall provide a security deposit check for **Five Thousand Dollars (\$5,000)**.

## **A-7 UTILITY & SERVICE CHARGES.**

- a. Company must adhere to the fees established by the District annually for Badging and Parking fees.
- b. Company shall be responsible for all monthly fees from the Network Connectivity providers.

## **A-8 SPECIAL CONDITIONS.**

### **1. KIOSKS AND LOCATIONS**

- a. Prior to the installation of a kiosk at the airport, the Company and the District shall mutually agree upon the specific area within the airport where the kiosk shall be installed.
- b. After a kiosk is installed in a location at the airport, the Company may request that such kiosk be moved within a new area within the airport. Such request shall be made by the Company in writing, and the District may consent to or deny such request in its sole discretion. In the event the District agrees to such move, then the move shall be performed solely by the Company's personnel, and all costs and expenses associated with such move shall be borne solely by the Company.
- c. Unless otherwise agreed by the parties in writing, any costs associated with any improvements or construction at the airport completed in connection with the installation of kiosk shall be borne solely by the Company.
- d. District will make its best efforts not to relocate Company's kiosk during the Term of this Agreement. In the event relocation is required, District shall provide Company with thirty (30) days prior written notice. In the event the new location is not reasonably acceptable to Company's brand partner and an alternative location is not available, Company may terminate as to the affected kiosk upon thirty (30) days prior written notice. All costs related to such move shall be the responsibility of the Company with the exception of the District providing a standard duplex power outlet on a 110 volt – 15 AMP dedicated circuit.
- e. Company's submitted Proposal to the RFP is herein incorporated into this Permit as Exhibit B and shall be complied with unless expressly agreed to otherwise in writing by the District.

## 2. **OBLIGATIONS OF THE COMPANY**

The Company shall:

- a. Install the kiosks during mutually agreed upon dates and hours.
- b. Obtain all necessary third-party permits and approvals for the installation of the kiosks (including any equipment necessary or appropriate to affect such installation), and ensure that kiosk(s) are operated in compliance with all applicable laws.
- c. With assistance from the District, obtain network connectivity at each Location, preferably cellular wireless connectivity, otherwise DSL ("Network Connectivity"). The Company shall be responsible for all monthly fees from the Network Connectivity providers.
- d. Each kiosk installed by the Company shall adhere to the following standards during the entire term of the Permit:
  - Meet the aesthetic and functionality standards as approved by the District; and the kiosk must be maintained in a new or "like-new" condition;
  - Kiosks must be kept clean, sanitary, and free of stickers and/or other materials defacing the machines, and hand-written signs are strictly prohibited;
  - Be easy to operate, including on-screen instructional prompts and disclosure of fees, and be front-loading, attractive, functional, and resistant to rigorous usage;
  - Have a digital LED or LCD color monitor showing the amount of money deposited, or amount charged/applied to the debit card when a customer uses the kiosk;
  - The kiosks shall display all type-written direction in English necessary to instruct customers in the operation of the kiosk; and include a list of kiosk transaction fees, surcharges, and any other fee charged and to whom the transaction fees or surcharges apply;
  - Kiosks which provide written instructions regarding options, instructions, and fees in multiple languages, including but not limited to Spanish, are required;
  - Kiosks must be sufficiently stocked with debit cards to accommodate peak demand periods;

- No advertising in any format shall be allowed with the kiosk, except for promoting the kiosk services. Such promotion is subject to written approval by the District;
- Kiosks must have system management capabilities for predicting, assisting, and reporting maintenance issues and the need for debit card replenishment;
- Company shall be solely responsible for ensuring the Kiosks are in full compliance with the Americans With Disabilities Act (ADA), including approach height/reach requirements and accessibility for the visually impaired. Proposer will provide equipment, service, and signage in at least such quantities as are required by the ADA;
- Company shall maintain each kiosk in a good condition during the term. If the District determines, at its sole discretion, that the kiosks have fallen below the required standard, the Company will promptly replace said kiosk with a kiosk of the same type and style in a new or like new condition;
- Company shall be solely responsible for providing security for the kiosks with no right of reimbursement from the District. The District will not be responsible for any damage to the kiosk or related equipment, unless caused by intentional act of the District or its employees;
- The kiosks shall display in clear view the name of the company, kiosk number, its location, and contain a twenty-four (24) hours a day, seven (7) days a week toll-free telephone number to call for inquiries, maintenance issues, customer service issues, complaints, or refunds. Company shall respond to service calls on kiosks within four (4) hours of notification;
- Each kiosk shall be operational and available for use twenty-four (24) hours a day, seven (7) days a week, including holidays. No more than one (1) Kiosk may be inoperable at any time and for no more than a forty-eight (48) hour period.
- Company may not charge any prices that have not been approved in writing by the District. At any time during the Term of the Permit, the Company must submit any and all proposed price changes to the District for written approval prior to implementation.
- Company shall submit a written request to the District to render any new services at the kiosk and shall not offer such services until receipt of written approval by the District.
- Company agrees that the District may allocate, at its sole discretion, alternate or additional premises for the location/relocation of the kiosks during the Term of the Permit. The District reserves the right to add or delete products and services at any time during the Term of the Permit upon written notice to the Company. Similar equipment, supplies,

services, or kiosk locations added to the Permit shall be in accordance with the Permit specifications/scope of services, and the fees for items added to the kiosks shall be the same as scheduled in this Permit.

### **3. OBLIGATIONS OF THE DISTRICT**

The District shall:

- a. Verify with the Company that the locations at the airport are prepared prior to the Company delivering and installing the kiosks.
- b. Provide access to the Company's representatives or third-party service providers to the location at the airport during regular business hours (or as otherwise agreed to by the Parties) for purposes of restocking and performing any necessary maintenance.
- c. Cooperate with the Company to implement reasonable marketing programs to help promote the kiosks, so long as the District does not incur any costs and the District retains sole discretion as to the content, location, and placement of any promotional advertising and materials.
- d. Maintain the area around the kiosks reasonably clean and free from objects that obstruct access to the kiosks.
- e. Promptly report any known problems with the operation of a kiosks by calling the Company's provided telephone number.

## **ATTACHMENT B**

### **SPACE USE/OPERATING PERMIT ADDITIONAL TERMS AND CONDITIONS GREENVILLE-SPARTANBURG AIRPORT DISTRICT**

A. **Maintenance of Assigned Space.** Company accepts the space, if any, assigned under Attachment A-1 hereof, hereinafter referred to as "Assigned Space," in its present condition, "as is," and Company shall be responsible for maintaining the Assigned Space in good, clean and attractive condition.

District shall have the right, at any time and from time to time, to perform maintenance and repairs in and to the Assigned Space and the fixtures, equipment and mechanical systems located therein, and the term of this Permit shall not be extended nor shall there be any abatement of the sums payable to District hereunder by reason thereof. Specifically, the District shall be responsible for all structural, HVAC, roof, gutters/downspouts, and exterior door/window repairs.

Company shall promptly pay or reimburse District for the cost to District of any and all maintenance, replacement and repair which may be required to restore the Assigned Space and any of its fixtures, equipment and mechanical systems as a result of the neglect of, or loss or damage caused by, Company or any of its officers, employees, agents, invitees or licensees, or which otherwise results from Company's use or occupancy of the Assigned Space, subject to expected reasonable wear and tear. The performance of maintenance and repair by the District shall in no event be construed as a waiver of the Company's duty to maintain and repair as herein provided.

Unless District's written approval has been first obtained in each instance, Company shall not post any signs in the Assigned Space or at the Airport which are in public view, nor shall Company make any alterations, additions, decorations, improvements, or structural changes in or to the Assigned Space, or alter the point of supply of any utilities therein. The installation of telecommunication systems including but not limited to voice, data, wired, and wireless systems all require the written approval of the Executive Director or designee.

Company shall not permit a work of visual art, as defined in 17 USC § 101, to be installed in the Assigned Space without providing District with a written waiver, in form acceptable to the District, of the artist's rights under the Visual Artists Rights Act of 1990, Pub. L. 101-650, and without obtaining the District's prior written approval.

B. **Company's Property.** Any and all property belonging to, or brought onto the Airport by, Company or any of its officers, employees, agents, invitees or licensees shall be at the sole risk of Company. Subject to District's right of approval as set forth in paragraph A hereof, Company may place and install trade fixtures and other personal property in the Assigned Space for use in connection with its operations hereunder, and the same shall be and remain the property of Company. Company shall, however, be

responsible for the cost of repairing any damage to the Assigned Space or any other improvements of District which are caused by the removal of any such trade fixtures and personal property. Notwithstanding the foregoing, however, if Company shall at any time be in default hereunder, then District shall have the benefit of any statutory liens on Company's property located in the Assigned Space which are available to it under the laws of the State of South Carolina, and Company shall not remove or permit the removal of any of such property until all amounts secured by such liens have been paid and all other defaults under this Permit have been cured.

C. **District's Right to Enter.** District and its designated agents shall have the right to enter the Assigned Space at any reasonable time for inspection, maintenance, repair, attending to emergencies or any other reasonable purpose.

D. **Utilities.** Unless expressly provided otherwise herein, Company shall be responsible for obtaining and paying for all utilities (including, without limitation, electricity, water, sewer, and telephone) used or consumed in the Assigned Space.

E. **Access.** Company and its officers, employees, agents and invitees shall, subject to the reasonable rules and regulations of the District, have the right of ingress and egress to and from the Assigned Space.

F. **Taxes and Assessments.** Company shall pay, on or before the due date established therefor, all taxes, assessments (including, without limitation, storm water utility charges) and impact fees which are levied against or in connection with the Assigned Space, Company's interest therein and the property and improvements of Company for the term hereof or attributable to Company's activities at the Assigned Space or at the Airport. If the term of this Permit expires or is earlier terminated prior to the close of the tax year for which any such tax is payable, or if the term of this Permit commences on a date other than the first day of such tax year, Company shall be responsible for paying a percentage of the tax calculated by dividing the number of days that this Permit was in effect during such tax year by the total number of days that the Assigned Space was leased to tenants (excluding any tenant performing a governmental, municipal or public purpose or function or which uses the Assigned Space exclusively for literary, scientific, religious or charitable purposes) during such tax year. If this Permit is in effect for a period less than any entire period for which an assessment other than a tax is imposed, Company shall pay a percentage of the assessment calculated by dividing the number of days this Permit was in effect during that assessment period by the total number of days in the assessment period. Company's obligations under this Paragraph F shall survive the expiration or earlier termination of this Permit. Nothing contained herein shall be construed as a release or waiver on the part of the District, as a political subdivision of the State of South Carolina of the right to assess, levy or collect any license, personal, tangible, intangible, occupation or other tax, fee or assessment which may lawfully be imposed on the business or property of Company.

G. **Rules and Regulations.** Company covenants and agrees to observe and comply with all reasonable rules and regulations of District which now exist or may

hereafter be promulgated from time to time governing conduct on and operations at the Airport and the use of its facilities. Company further covenants and agrees to observe and comply with any and all valid and applicable requirements of all duly-constituted public authorities and with all federal, state and local statutes, ordinances and regulations applicable to Company, the Assigned Space or the Airport. Company agrees to pay or reimburse District for any fines which may be assessed against District as a result of the violation by Company of any applicable security regulation at the Airport, which payment shall be made by Company within fifteen (15) days from receipt of District's invoice for such amount and documentation showing that payment of such fine is Company's responsibility hereunder.

H. **Percentage Fees.** In the event that the consideration to be paid under Paragraph 4 hereof is based in whole or in part on a percentage of Company's "Gross Receipts," such term as used herein shall mean all amounts billed or received by Company or any agent of Company or sublessees from its business at the Airport, excluding only (i) the amount of all credits and refunds to customers actually made by Company, (ii) the amount of any federal, state or municipal sales or other similar taxes separately stated to and paid by customers of Company now or hereafter levied and imposed and (iii) the proceeds from the sale of capital assets. If Company shows the percentage of Gross Receipts payable to District as a separate charge to Company's customers, then this separate charge must also be included in Company's Gross Receipts.

No deduction shall be made from Gross Receipts by reason of any credit loss sustained or financing discount that may be applicable by reason of the acceptance or use of credit cards or by reason of any other credit arrangements. If any charge customarily made by Company for goods or services is not assessed, charged or collected, irrespective of the reason therefor, then the amount of Company's customary charge therefor shall nevertheless be included in determining Gross Receipts. All computations in the determination of Gross Receipts shall be made in accordance with the terms of this Permit.

On or before the twentieth (20th) day of each calendar month during the term hereof and of the calendar month immediately following the end of the term, Company shall deliver to District a statement signed by an officer of Company, in such form and with such detail as District may reasonably request, setting forth Company's Gross Receipts (as the same are hereinbefore defined) during the preceding calendar month, and separately identifying all receipts derived by Company during such month which have been excluded from the computation of Gross Receipts, together with payment of the Percentage Fees due by reason thereof.

Company shall maintain complete and accurate books and records as would normally be examined by an independent certified public accountant pursuant to generally accepted auditing standards, of all receipts with respect to its business at the Airport in a form consistent with generally accepted accounting principles. Such books and records of the Company shall contain itemized records of all amounts billed or



received by the Company from its operations in the Assigned Space or otherwise hereunder. The Company shall supply to the District, within thirty (30) days of the District's request, the books and records required to be maintained hereby and any other financial or statistical reports or records that the District may reasonably request for the purpose of determining the accuracy of the Gross Receipts reported by the Company. In addition, the Company shall account for all revenues of any nature related to transactions in connection with this Permit entered into in the Assigned Space or otherwise hereunder in a manner which segregates in detail those transactions from other transactions of the Company and which supports the amounts reported to the District in the Company's monthly Gross Receipts reports prepared in accordance with Paragraph 4-b. In the event of any conflict between any provision of this Permit and generally accepted accounting principles or generally accepted auditing standards, the provisions of the Permit shall control even where this Permit references such principles or standards.

Such records may be in the form of (a) electronic media compatible with or convertible to format compatible with computers utilized by the District at its offices, (b) a computer run hard copy, or (c) legible microfiche or microfilm, together with access to a microfiche or microfilm reader. Records maintained by the Company in the form of electronic media shall be provided to the District in electronic read only form compatible with computers utilized by the District if requested in such form by the District. The Airport Director may require the Company to provide any other records the Airport Director determines, in his or her opinion, are necessary to enable the District to perform an accurate audit of the Company's Gross Receipts hereunder. Such records shall be provided within thirty (30) days of the request thereof and, in the event that exclusions, deductions or allocations reducing Gross Receipts are not supported or substantiated by such records, all such amounts shall be deemed Gross Receipts for purposes of determining amounts payable to the District. All such original books and records shall upon reasonable notice from District be made available, either at the Assigned Space, if assigned, or at the offices of the District, for inspection, examination or audit by District through its duly authorized representatives at any time for up to three (3) years after the calendar year to which such books and records pertain; provided, however, that if prior to the expiration of such three (3) year period, any audit, review or investigation is commenced by the District, or any claim is made or litigation is commenced relating to this Permit by the District, such books and records shall continue to be maintained by Company, and District shall continue to have the right to inspect such books and records in the manner stated above, until the audit, claim or litigation is finally resolved (including the determination of any and all appeals or the expiration of time for an appeal). Any such inspection at the Assigned Space will be conducted during reasonable business hours and in such a manner and at such time as to not unduly interfere with the conduct of Company's business.

Should the Company not wish to make its original books and records available for inspection at the Airport, the Company shall have the option of having representatives of the District inspect the Company's books and records at a location where the Company maintains its records within forty five (45) days of District's request

to inspect Company's books and records. Should the Company elect to have the inspection, examination or audit performed at a location outside the limits of Buncombe County, the Company shall pay the District for travel expenses incurred in connection with such inspection, examination or audit in accordance with the District's adopted travel policies, from the auditor's duty station to the location at which the books and records are maintained for each day of travel and on-site work. After the inspection is complete, the District shall bill the Company for such travel expenses and the Company shall promptly pay such bill. District shall further have the right, upon reasonable written notice to Company, to cause an audit to be made of the books and records of Company and its assignees and agents which relate to its operations at the Airport to determine the correctness of the Percentage Fees paid by Company hereunder. Such audit may include, but is not limited to, a review of general, input, processing, and output controls of information systems, using read only access, for all computerized applications used to record financial transactions and information. The Company shall, if requested, freely lend its own assistance in making such inspection, examination, or audit, and, if such records are maintained in electronic and other machine-readable format, shall provide the District and/or its representative such assistance as may be required to allow complete access to such records. The Company also shall lend such assistance and support freely to the District as the District may reasonably request in the conduct of any inspection, examination or audit as the District deems necessary. If, as a result of such audit, it is established that Percentage Fees have been underpaid to District, Company shall forthwith, upon written demand from District, pay the difference to District, together with interest thereon at the rate of eighteen percent (18%) per annum from the date such amount or amounts should have been paid. Further, if such audit establishes that Company has understated and underpaid the total Percentage Fees due hereunder during the audit period by two percent (2%) or more, then the entire expense of such audit shall be borne by Company.

I. **Indemnification**. Company agrees to indemnify, defend and hold completely harmless the District, and its members (including, without limitation, members of the District's Commission), officers, employees and agents of each, from and against all liabilities (including, without limitation, liability under the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC Section 9601, et seq., or any other federal, state or local environmental statute, ordinance regulation or rule), losses, suits, claims, demands, judgments, damages, fines, penalties, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels), which may be incurred by, charge to or recovered from any of the foregoing (i) by reason or on account of damage to or destruction of any property of the District, or any property of, injury to or death of any person resulting from or arising out of the use, occupancy, or maintenance of the Assigned Space or any improvements thereto, of Company's operations thereon, or the acts or omissions of Company's officers, agents, employees, contractors, subcontractors, invitees or licensees, regardless of where the damage, destruction, injury or death occurred, unless such liability, loss, suit, claim, demand, judgment, damage, fine, penalty, cost or expense was proximately caused solely by District's

negligence or by the joint negligence of District and any person other than Company or its officers, agents, employees, contractors, subcontractors, invitees or licensees, or (ii) arising out of the failure of Company to keep, observe or perform any of the covenants or agreements in this Permit to be kept, observed or performed by Company. The provisions of this Paragraph I shall survive the expiration of earlier termination of the term of this Permit with respect to any acts or omissions occurring during the term of this Permit.

The foregoing provisions of this Paragraph I are not intended and shall not be construed to limit in any manner whatsoever the protection or benefits to which District otherwise would be entitled as an additional insured under any liability insurance maintained or required to be maintained by Company under this Permit.

J. **Waiver of Damage**. Company hereby expressly waives and releases any cause of action or right of recovery for compensation for any and all loss or damage sustained by reason of any fire, defect, deficiency or impairments of any of the services in or to the Assigned Space or the Airport, including, but not limited to, electrical power, gas, telephone service, steam, heating, air conditioning, water supply, drainage or sewage systems, or from wires leading to or inside of any space or structure, or by reason of any loss resulting from the failure of any such system or facility unless such loss or damage is due to the negligence or willful misconduct of District or its officers, agents or employees.

K. **Insurance Requirements**. Company shall, at its own cost and expense, purchase and maintain throughout the term of this Permit the following insurance:

(1) Automobile liability insurance (any auto, including owned autos, non-autos and hired autos), and Commercial general liability insurance (including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage and Personal Injury coverage, as applicable), protecting Company, the Greenville-Spartanburg Airport District, and the members (including, without limitation, members of District Commission), officers, agents and employees of each, all of whom shall be named as additional insureds, from and against any and all liabilities arising out of or relating to Company's use or occupancy of, or the conduct of its operations on, the Assigned Space and any improvements thereto, and on the Airport, in such form and with such company or companies as the District may reasonably approve, with a combined single limit (or its equivalent) per occurrence of not less than the amount set forth in Paragraph 6 hereof, with a deductible reasonably acceptable to the District, with a waiver of any right of subrogation that the insurer may have against the District, with contractual liability coverage for Company's covenants to and indemnification of the District under this Permit, and with the insurance company obligated to use counsel reasonably acceptable to the District in carrying out its obligations to the District. This insurance shall provide that it is primary insurance as respects any other valid and collectible insurance District may possess, including any self-insured retention or deductible District may have, and that any other insurance District does possess shall be considered excess insurance

only. This insurance shall also provide that it shall act for each insured and each additional insured as though a separate policy has been written for each; provided, however, that this provision shall not operate to increase the policy limits of the insurance; and

(2) Workers compensation insurance as required by the laws of South Carolina; provided, however, that Company may self-insure its workers compensation liability, if in compliance with South Carolina law. Employers Liability coverage is also required with limits of liability not less than \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease-each employee.

At least three (3) business days prior to the commencement of the term of this Permit and at least ten (10) days prior to the expiration of any policy or policies theretofore provided hereunder by Company, Company shall cause a certificate or certificates of insurance to be furnished to District evidencing all such coverage, and such certificate shall provide that the policy or policies will not be cancelled nor the limits thereunder be materially changed without first providing at least thirty (30) days' written notice thereof to District.

L. **Assignment and Subletting.** Company shall not assign this Permit or any of the rights granted to it hereunder or sublet the Assigned Space or any portion thereof without the prior express written consent of District in each instance, which may be granted or withheld in the District's sole discretion. Notwithstanding the foregoing, Company shall be permitted to assign its obligations as to service and maintenance of its kiosks to a third party service provider approved by District.

M. **Default.** In the event that Company shall fail to remit any payment due to District under Paragraph 4 hereof, or shall fail to submit any financial report required to be submitted in connection therewith, within five (5) days after the same shall become due, or in the event that Company or any of its officers, employees, agents, invitees or licensees violates any other term, covenant or condition of this Permit and such violation continues or reoccurs after District has given written notice thereof to Company, the District shall have the right to declare the entire balance of the consideration due to District under Paragraph 4 of this Permit due and payable forthwith; or District may elect to terminate this Permit and resume possession of the Assigned Space, thereafter using the same for its own purposes without having to account to Company therefor; or District may elect to retake possession of and relet the Assigned Space as agent for the Company, collecting and applying the proceeds first, toward the payment of all costs and expenses incurred in connection with such reletting, and next, toward the payment of any consideration and other charges due District under this Permit, in which event Company shall be responsible for paying any deficiency to District. In addition, District shall have any and all other rights or remedies available to it as a landlord under the applicable laws of the State of South Carolina by reason of any such default.

N. **End of Term.** At the end of the term or upon the earlier termination of this Permit, Company shall deliver to District possession of the Assigned Space and all of the

fixtures and equipment of District in their original condition in all respects, reasonable use and wear excepted, and Company agrees to reimburse District for the cost of any alterations, replacement, repairs or cleaning required to restore the same to such condition; provided, however, in the event Company has caused any alterations or improvements to be made to the Assigned Space, including but not limited to the addition, relocation or removal of partitions and doorways (which such alterations or improvements shall be made at Company's cost and only with the prior express written approval of District in each instance), the District may elect, with respect to each such alteration or improvement, to accept it as it was at the time it was made or constructed, reasonable use and wear excepted, or to require the same to be restored to its original condition at Company's expense.

O. **Holding Over**. It is agreed that if Company, or any assignee or sublessee thereof, shall continue to occupy the Assigned Space after the termination of this Permit (including a termination under paragraph M hereof) without the prior written consent of District, then such tenancy shall be a tenancy-at-sufferance, the District shall be entitled to double the monthly rent specified in Paragraph 4 hereof, and acceptance by District of any sums after any such termination shall not constitute a renewal of this Permit or a consent to such occupancy, nor shall it waive District's right of re-entry or any other right available to it under the laws of South Carolina or the provisions of this Permit. Notwithstanding the foregoing, Company shall not be deemed in holdover where the parties have entered into good faith negotiations to execute an extension, renewal or new agreement prior to the expiring term, provided the parties continue negotiations until such time as a renewal is executed.

P. **Costs and Attorneys' Fees**. In the event that District elects to engage the services of an attorney to collect any sums due hereunder from Company, or in the event the District is the prevailing party in any action to enforce any provision of this Permit or in any other legal proceeding at law or in equity arising hereunder or in connection herewith, Company shall reimburse District for all reasonable costs, attorneys' fees and all other actual expenses incurred by the District in the defense and/or prosecution of such legal proceeding and in any appeals, including, but not limited to, fees and expenses for paralegals, investigators, legal support personnel and expert witnesses.

Q. **Notice**. Any notice permitted or required to be given to Company hereunder shall be in writing and delivered either by hand to the Assigned Space, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the address contained in Paragraph 1 of this Permit with attention to the Legal Department or such other address as Company may, by written notice, direct from time to time. Any notice permitted or required to be given to District hereunder shall be in writing and delivered either by hand to the Office of the President/CEO, Greenville-Spartanburg International Airport, 2000 GSP Drive, Suite 1, Greer, South Carolina 29651, provided Company obtains a written acknowledgment of receipt therefor from District, by nationally recognized overnight courier service or by U.S. Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

Greenville-Spartanburg Airport District  
Attention: President/CEO  
2000 GSP, Suite1  
Greer, South Carolina 29651

or such other address as District may request from time to time.

R. **Sums Paid by District**. If District has paid any sum or sums or has incurred any obligation or expense which Company has agreed to pay or reimburse District for, or if District is required or elects to pay any sum or sums or incurs any obligation or expense because of the failure, neglect or refusal of Company to perform or fulfill any of the terms or conditions of this Permit, then the same shall be deemed additional rent due hereunder and Company shall reimburse District therefor promptly upon demand.

S. **Interest on Sums Due District**. Any sums payable by Company to District under any provision of this Permit which are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum from the date the same became due and payable until paid.

T. **Security Deposit**. In the event that a security deposit is required under Paragraph 7 hereof, Company shall deposit such sum with District upon execution of this Permit, and such sum shall be retained by District as security for the faithful performance of Company's obligation hereunder. District shall have the right, but not the obligation, to apply said security deposit to the payment of any sum due to District which has not been paid, including, but not limited to, reimbursement of any expenses incurred by District in curing any default of Company, or to the cost of restoring the Assigned Space or its furnishings, fixtures or equipment to their original condition, reasonable use and wear excepted. In the event that all or any portion of the security deposit is so applied, Company shall promptly upon demand by District remit to District the amount of cash required to restore the security deposit to its original sum, and Company's failure to do so within five (5) days after its receipt of such demand shall constitute a default under this Permit. If said deposit shall not have been applied for any of the foregoing purposes, it shall be returned to Company, without interest, within sixty (60) days after the end of the term of this Permit. The District will not pay interest on any security deposit.

U. **Brokerage Commissions**. Unless expressly provided otherwise herein, Company warrants that no real estate commission is payable by District to any person or entity in connection with this Permit, and Company does hereby agree to indemnify, defend and hold completely harmless District from and against any and all liabilities, costs and expenses (including all costs for investigation and defense thereof, including, but not limited to, court costs, expert fees and reasonable attorneys' fees prior to institution of legal proceedings and at both trial and appellate levels) incurred by District as a result of any claims therefor.

V. **District's Reserved Rights**.

(1) District reserves the right for itself and others to utilize and maintain existing utility easements over, under, across and through the Assigned Space, and to run water, electrical, telephone, gas, drainage and other lines over, under, across and through the Assigned Space and to grant necessary utility easements therefor.

(2) District reserves the right (a) to further develop, improve, repair and alter the Airport and all roadways, parking areas, terminal facilities, landing areas and taxiways as it may reasonably see fit, free from any and all liability to Company for loss of business or damages of any nature whatsoever to Company occasioned during the making of such improvements, repairs, alterations and additions, including but not limited to any damages resulting from negligence of the District or its employees, agents or contractors, and (b) to establish such fees and charges for the use of the Airport by Company and all others as District may deem advisable.

(3) Company covenants and agrees that this Permit shall be subject and subordinate to the provisions of any existing or future agreement between District and the United States Government relative to the operation or maintenance of Airport, the execution of which has been or will be required as a condition precedent to the granting of federal funds for the development or operation of Airport. In the event that the Federal Aviation Administration or its successors shall require any modifications to this Permit as a condition precedent to the granting of such federal funds, Company shall promptly consent in writing to such modifications.

**W. Discrimination Not Permitted.**

(1) Company, for itself, its successors in interest and its assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of the Assigned Space or the Airport under the provisions of this Permit; (b) that in the construction of any improvements on, over or under the Assigned Space and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination; and (c) that Company shall use the Assigned Space in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Likewise, Company shall comply with laws of the State of South Carolina prohibiting discrimination because of race, color, religion, sex, national origin, age, handicap or marital status. Should the Company authorize another person, with District's prior written consent, to provide services or benefits from the Assigned Space or at the Airport, Company shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services or benefits which it is authorized to provide, undertake for itself the obligations contained in this paragraph. Company shall

furnish the original or a true copy of such agreement to District. District may from time to time be required by the United States Government, or one or more of its agencies, to adopt additional or amended provisions, including non-discrimination provisions, concerning the use and operation of the Airport, and Company agrees that it will adopt any such requirement as a part of this Permit.

(2) If Company shall furnish any services to the public at the Airport, it shall furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit of service, provided that Company shall be allowed to make reasonable and non-discriminatory discounts, rebates or other similar types of price reductions to volume purchasers, if any.

(3) In the event of breach of any of the above nondiscrimination covenants, District shall have the right to terminate this Permit and to re-enter and repossess said Assigned Space, and hold the same as if this Permit had never been made or issued. The right granted to District by the foregoing sentence shall not be effective until applicable procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

(4) Further, Company assures District that no person shall be excluded on the grounds of race, creed, color, national origin or sex from participating in or receiving the services or benefits of any program or activity covered by Title 14, Code of Federal Regulations, Part 152, Subpart E, Federal Aviation Administration, Non-discrimination in Airport Aid Program, and that it will be bound by and comply with all other applicable provisions of such Subpart E, as it may be amended. Company also assures District that it will require its covered suborganizations to provide written assurances to the same effect and provide copies thereof to District.

(5) Company assures District that it will comply with pertinent statutes, Executive Orders, and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age or handicap be excluded from participating in any activity conducted in connection with its operations under this Permit. Company also assures District that it will require any contractors and sublessees (to the extent that such sublessees are allowed under other provisions of this Permit) to provide assurances to the same effect and ensure that such assurances are included in subcontracts at all tiers which are entered into in connection with Company's operations under this Permit.

#### **X. Federal Requirements**

(1) Company shall comply with all applicable regulations of the Transportation Security Administration relating to Airport security and shall control the Assigned Space so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.



(2) District reserves unto itself, and unto its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft through the airspace above the surface of the Assigned Space, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used, and for navigation of or flight in the said airspace, and use of said airspace for landing on, taking off from or operating on the Airport.

(3) Company expressly agrees, on behalf of itself and its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the Assigned Space in compliance with the requirements of Federal Aviation Regulations, 14 CFR Part 77.

(4) Company agrees to require any lights in the Assigned Space to be constructed, focused or arranged in a manner that will prevent them from casting their beams in an upward direction so as to interfere with the vision of pilots in aircraft landing at or taking off from the Airport.

(5) Company expressly agrees, on behalf of itself and its successors and assigns, to prevent any use of the Assigned Space which would interfere with or adversely affect the operation or maintenance of the Airport, or which would otherwise constitute a hazard or nuisance at the Airport.

(6) Company agrees that it will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft on the Airport from performing any service (including, but not limited to maintenance and repair) on its own aircraft with its own employees that it may choose to perform.

(7) The Company agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement covered by 49 CFR, Part 23, Subpart F. The Company also agrees to include the above statements in any subsequent complementary aeronautical activity agreements that it enters into and to cause those businesses to similarly include the statements in further agreements.

#### Y. **Hazardous Materials.**

(1) **Definitions.** As used herein, the following terms shall have the meanings hereinafter set forth:

i. **"Environmental Laws"** shall mean any federal, state, local or administrative law, rule, regulation, order or requirement relating to industrial hygiene, environmental conditions or Hazardous Materials, whether now in effect or hereafter adopted.

ii. **"Hazardous Materials"** shall mean any material that, because of its quantity, concentration or physical or chemical characteristics, is deemed by any federal, state or local governmental authority to pose a present or potential hazard to

human health or safety or to the environment. **"Hazardous Material"** includes, without limitation, any material or substance defined as a "hazardous substance," or "pollutant" or "contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, also commonly known as the "Superfund" law, as amended (42 U.S.C. **Sections** 9601 et seq.) ("**CERCLA**"), or pursuant to the General Statutes of South Carolina, or any waste which conforms to the criteria for hazardous material adopted by the District; any asbestos and asbestos containing materials; lead based paint; petroleum, including crude oil or any fraction thereof; natural gas or natural gas liquids; and any materials listed as a hazardous substance in the District's rules and regulations.

iii. **"Release"** when used with respect to Hazardous Material shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or on any property.

(2) **Company's Agreement.** Company agrees that neither it nor its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees shall cause any Hazardous Materials to be brought upon, kept, used, stored, generated or disposed of in, on or about the Airport, or transported to or from the Airport; provided that Company may use such substances as are customarily used in aviation so long as such use is in strict compliance with all applicable Environmental Laws and the District's rules and regulations.

(3) **Environmental Indemnity.** Company shall indemnify, defend and hold harmless the District from and against any and all loss, damage, cost or expense (including attorneys fees) arising during or after the term of this Permit as a result of or arising from (i) a breach by Company of its obligations contained in subparagraph Y(2) above, or (ii) any Release of Hazardous Materials from, in, or about the Airport caused by the act or omission of Company, its officers, agents, employees, contractors, subcontractors, sublessees, licensees or invitees.

(4) **Environmental Audit.** Upon reasonable notice to Company, the District may conduct or cause to be conducted through a third party that it selects, an environmental audit or other investigation of Company's operations to determine whether Company has breached its obligations under subparagraph Y(2) above. Company shall pay all costs associated with said investigation if such investigation shall disclose any such breach by Company.

## Z. **Miscellaneous.**

(1) the paragraph headings contained in this Permit are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision hereof.

(2) Notwithstanding anything herein contained that may appear to be to the contrary, it is expressly understood and agreed that, except for Company's right to

possession of the Assigned Space, the rights granted under this Permit are non-exclusive.

(3) Except as expressly prohibited herein, the provisions of this Permit shall bind and inure to the benefit of the successors and assigns of the parties hereto.

(4) Time is expressed to be of the essence of this Permit.

(5) This Permit shall be governed by and construed in accordance with the laws of the State of South Carolina. It is agreed that if any covenant, condition or provision contained herein is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any other covenant, condition or provision herein contained.

(6) No recourse under or upon any obligation, covenant or agreement contained in this Permit, or any other agreement or document pertaining to the operations of Company hereunder, as such may from time to time be altered or amended in accordance with the provisions hereof, or under any judgment obtained against District, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any statute or otherwise, under or independent of this Permit, shall be had against any member (including, without limitation, members of District's Commission), officer, employee or agent, as such, past, present and future, of District, either directly or through District or otherwise, for any claim arising out of this Permit or the operations conducted pursuant to it, or for any sum that may be due and unpaid by District. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any District member, officer, employee or agent, as such, to respond by reason of any act or omission on his or her part or otherwise for any claim arising out of this Permit or the operations conducted pursuant to it, or for the payment for or to District, or any receiver therefor or otherwise, or any sum that may remain due and unpaid by District, is hereby expressly waived and released as a condition of and as consideration for the execution of this Permit.

(7) Company represents and warrants to District that, to the best of its knowledge, except as may be disclosed in an Addendum hereto, no member, officer, employee or agent of District has any material interest, either directly or indirectly, in the business of Company to be conducted hereunder.

(8) This Permit constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter, whether oral or written, are merged herein. This Permit may be altered or amended only by written instrument executed by both parties hereto.

(9) As required by South Carolina law, District hereby includes the following notifications as part of this Permit:

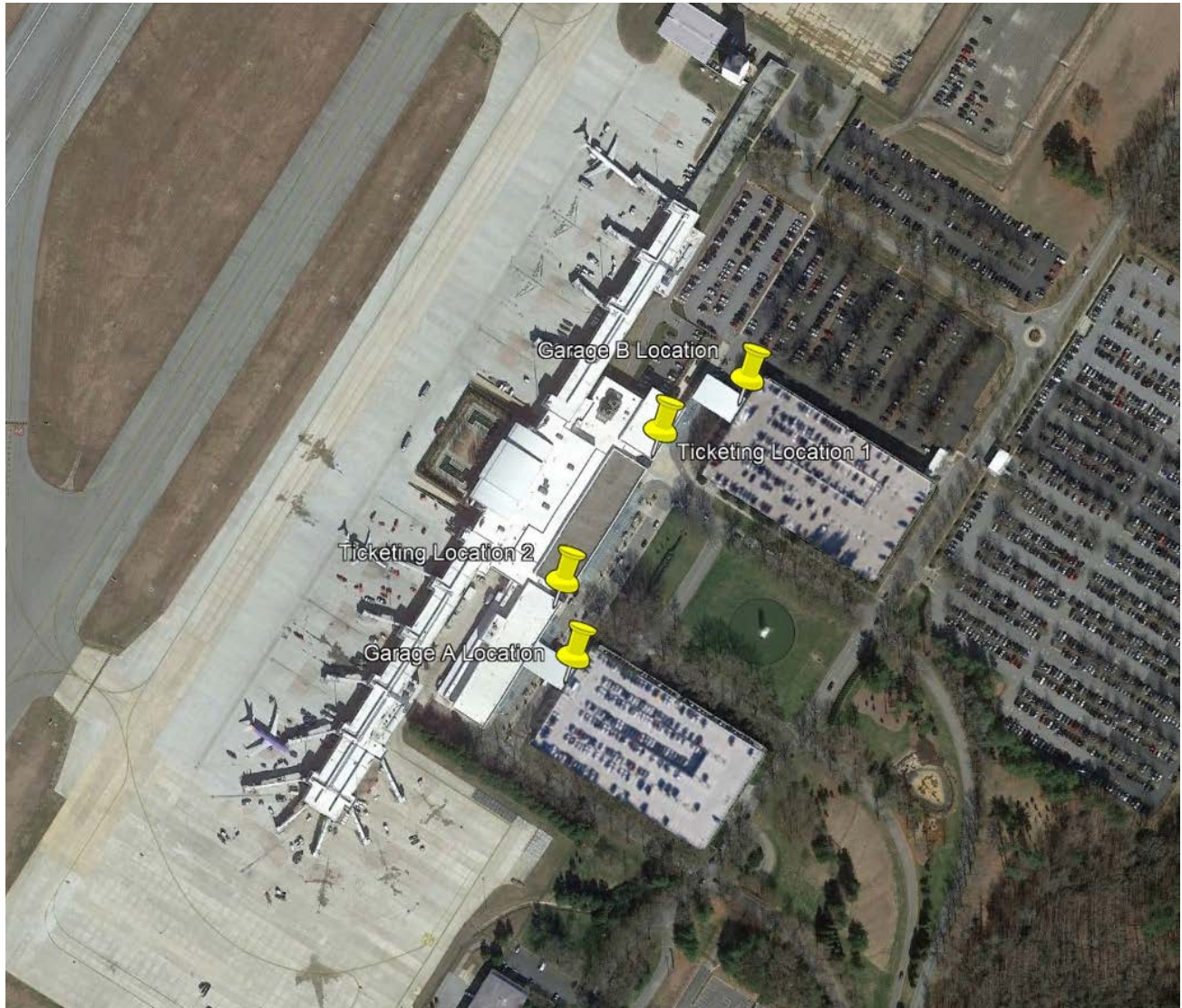
**RADON GAS:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in South Carolina. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(10) Company hereby consents to the jurisdiction of the courts of the State of South Carolina and of the Federal District Court for the Western District of South Carolina with respect to any action instituted by the District and arising against Company under this Permit, and waives any objection which Company may have at any time to the laying of venue of any such action brought in any such court, waives any claim that such action has been brought in an inconvenient forum and further waives the right to object, with respect to such action, that such court does not have any jurisdiction over Company. Company further irrevocably consents to the service of process by certified or registered mail (airmail if overseas) or the equivalent (return receipt requested), or the service of process in any other manner permitted by law, in any action instituted by the District and arising against Company under this Permit.

SAMPLE

## Exhibit "A"

### Approved Locations – Cash-to-Card Kiosks



- **Ticketing Location 1** – Serves Ticketing (Airlines), Economy Lot B with 1,473 parking spaces, and Valet Parking with 215 parking spaces.
- **Ticketing Location 2** – Serves Baggage Claim, Economy Lot A with 443 parking spaces, and Economy Lot C with 1,500 parking spaces.
- **Garage A Location** – Serves Parking Garage A with 1,066 parking spaces and 391 rental car spaces for a total of 1,457 total spaces.
- **Garage B Location** – Serves Parking Garage B with 1,505 parking spaces.

**Exhibit "B"**

**Copy of the submitted Company RFP Proposal**

SAMPLE

**Exhibit "E"**

**ACDBE Program**

(See attachment entitled Exhibit E)

**GREENVILLE-SPARTANBURG AIRPORT DISTRICT**

**AIRPORT CONCESSIONS DISADVANTAGED BUSINESS  
ENTERPRISE PROGRAM**



**GSP** INTERNATIONAL  
**AIRPORT**  
ROGER MILLIKEN FIELD

**2000 GSP Drive, Suite 1  
Greer, SC 29651**

**September 9, 2019**



## Objectives and Policy Statement

(49 CFR Sections 23.1 & 23.23)

The Greenville-Spartanburg Airport District (hereafter referred to as "the District") has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The District is a primary airport and has received federal funds authorized for airport development after January 1988. The District has signed airport grant assurances that it will comply with 49 CFR Part 23.

It is the policy of the District to ensure that ACDBEs, as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

1. To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving DOT financial assistance;
2. To create a level playing field on which DBEs can compete fairly for opportunities for concessions;
3. To ensure that the ACDBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 23 eligibility standards are permitted to participate as ACDBEs;
5. To help remove barriers to the participation of ACDBEs for opportunities for concessions at our airport, and
6. To provide appropriate flexibility to our airport in establishing and providing opportunities for ACDBEs.

**Ashley Bruton, Director of Human Resources**, has been designated as the ACDBE Liaison Officer (ACDBELO). In that capacity, Ashley Bruton is responsible for implementing all aspects of the ACDBE program. Implementation of the ACDBE program is accorded the same priority as compliance with all other legal obligations incurred by the District in its financial assistance agreements with the Department of Transportation.

The District has disseminated this policy statement to its board members and all the components of our organization. The District has publicized this statement on its website, and will continue to publicize this statement, to the ACDBE and non-ACDBE business communities that perform work or is interested in performing work on concessions related contracting opportunities.



David N. Edwards, Jr., A.A.E.  
President/CEO



Date

## **Subpart A – General Requirements**

### **Objectives**

*(Section 23.1)*

The objectives are found in the policy statement on the first page of this program.

### **Definition of Terms**

*(Section 23.3)*

All of the terms used in this program have the meanings defined in Section 23.3 and Part 26, Section 26.5 where applicable and are hereby adopted by the District.

### **Applicability**

*(Section 23.5)*

The District is the recipient of federal airport funds authorized by 49 U.S.C. 47107, et seq. and is therefore subject to part 23.

### **Non-Discrimination Requirements**

*(Section 23.9)*

The District will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any concession agreement, management contract or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23 on the basis of race, color, sex, or national origin.

In administering its DBE program, the District will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

The District acknowledges these representations are also in accordance with obligations contained in its Civil Rights, DBE and ACDBE Airport Grant assurance. The following assurances will be included in all concession agreements and management contracts it executes with any firm:

1. This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR part 23.
2. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

### **Compliance and Enforcement**

*(Section 23.11)*

The District will comply with and is subject to the provisions of 49 CFR Part 26 (26.101 and 26.105 through 26.107), and 2 CFR Parts 180 and 1200.

The District will comply with this part or be subject to formal enforcement action under 26.105 or appropriate program sanctions, such as the suspension or termination of federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122.

2 C.F.R. Part 180, Government-wide Debarment and Suspension (Non-procurement), effective November 15, 2006, adopted and supplemented by DOT at 2 C.F.R. Part 1200, effective June 2, 2008, provides Office of Management and Budget (OMB) guidance for Federal agencies on the government-wide debarment and suspension system for non-procurement transactions, programs and activities. 2 C.F.R. Part 1200 adopts the OMB guidance in subparts A through I of 2 CFR part 180, as supplemented by part 1200, as the Department of Transportation policies and procedures for non-procurement suspension and debarment.

The District's compliance with all requirements of this part is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The following enforcement actions apply to firms participating in the District's ACDBE program:

1. For a firm that does not meet the eligibility criteria of subpart C of this part and that attempts to participate as a ACDBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department of Transportation (DOT) or the Federal Aviation Administration (FAA) may initiate suspension or debarment proceedings against the firm under 2 CFR Parts 180 and 1200.
2. For a firm that, in order to meet ACDBE goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart C of this part, DOT or FAA may initiate suspension or debarment proceedings against the firm under 2 CFR Parts 180 and 1200.
3. DOT may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the ACDBE program whose conduct is subject to such action under 49 CFR Part 31.
4. DOT may refer to the Department of Justice, for prosecution under 18 U.S. C 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of an ACDBE in the Airport District's ACDBE program or otherwise violates applicable Federal statutes.

Compliance reviews: The FAA may review the District's compliance with this part at any time, including but not limited to, reviews of paperwork, on-site reviews, and review of the airport sponsor's monitoring and enforcement mechanism, as appropriate. The FAA Office of Civil rights may initiate a compliance review based on complaints received.

Any person who knows of a violation of this part by the District may file a complaint under 14 CFR Part 16 with the Federal Aviation Administration Office of Chief Counsel.

## **Subpart B – ACDBE Programs**

### **ACDBE Program Updates**

*(Section 23.21)*

The District is a small hub primary airport that is required to have an ACDBE program. As the recipient of federal airport funds and as a condition of eligibility for FAA financial assistance, the District will submit its ACDBE program and overall goals to the FAA in accordance with 23.45(a) of this section. Until this program is submitted and approved, the Airport Commission will continue to implement the concessions DBE program that was previously in effect, except with respect to any provision that is contrary to 46 CFR Part 23.

### **Administrative Provisions**

*(Section 23. 23)*

The District is committed to operating its ACDBE program in a nondiscriminatory manner. The District's full Policy Statement is described in greater detail on the first page of this program.

**ACDBE Liaison Officer (ACDBELO):** The District has designated the following individual as the ACDBE Liaison Officer (ACDBELO):

*Ashley Bruton  
Director of Human Resources  
Greenville-Spartanburg International Airport  
2000 GSP Drive, Greer SC 29651  
864.848.6271  
[abruton@gspairport.com](mailto:abruton@gspairport.com)*

In this capacity, the ACDBELO is responsible for implementing all aspects of the ACDBE program and ensuring that the District complies with all provisions of 49 CFR Part 23. The ACDBELO has direct, independent access to the President/CEO concerning ACDBE program matters. The ACDBELO, with the assistance of the airport staff, will administer the ACDBE program.

The ACDBELO is responsible for developing, implementing and monitoring the ACDBE program, in coordination with other appropriate officials. The ACDBELO carries out the following responsibilities:

1. Gathers and reports statistical data and other information as required by DOT/FAA.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to ACDBEs in a timely manner.
5. Identifies contracts and procurements so that ACDBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the District's progress toward goal attainment and identifies ways to improve progress.
7. Participates in pre-bid/pre-proposal meetings.
8. Advises the President/CEO on ACDBE matters and achievement.
9. Provides ACDBEs with information and assistance in preparing bids, obtaining bonding, financing, and insurance, if requested.
10. Plans and participates in ACDBE training seminars.

11. Provides outreach to ACDBEs and community organizations to advise them of opportunities.
12. Serves as liaison to the Uniform Certification Program (UCP) in South Carolina.
13. Maintains an updated South Carolina UCP of certified ACDBEs and distinguishes them from DBEs.

The District through the State of South Carolina Uniform Certification Program (UCP), maintains a directory identifying all firms eligible to participate as DBEs and ACDBEs. The Directory lists the firm's name, point of contact (owner), address, phone number(s), email and/or web address, NAICS number, date of the most recent certification, and the type of work the firm has been certified to perform as an ACDBE.

The South Carolina UCP ensures that the certified directory database lists each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work. The South Carolina UCP makes any changes to the current database necessary to meet the requirements of this paragraph.

The South Carolina UCP revises the Directory continuously and is available at <https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx> or by contacting Steve Smith at 803.737.6396.

### **Ensuring Non-Discrimination Participation of ACDBEs**

*(Section 23.25)*

The District will take the following measures to ensure nondiscriminatory participation of ACDBEs in concession, and other covered activities: (23.25(a))

1. All concession agreements will contain the required non-discrimination clause from 49 CFR Part 23.
2. All concession solicitations will contain required Title VI language pertaining to contracting activities and concession performance.
3. All discrimination complaints will be thoroughly investigated by compliance staff.

The District will seek ACDBE participation in all types of concession activities, rather than concentrating participation in one category or a few categories to the exclusion of others. (23.25(c))

The District's overall goal methodology and a description of the race-neutral measures it will take to meet the goals are described in Section 23.25 and Attachment 4 of this plan. The goals are set consistent with the requirements of Subpart D. (23.25(b), (d))

If the District projects that race-neutral measures alone are not sufficient to meet an overall goal, it will use race-conscious measures as described in Section 23.25 and Attachments 4 and 5 of this plan. (23.25(e))

The District will require businesses subject to ACDBE goals at the airport (except car rental companies) to make good faith efforts to explore all available options to meet those goals, to the maximum extent practicable, through direct ownership arrangements with ACDBEs. The District will not use set-asides or quotas as a means of obtaining ACDBE participation. (23.25(g))

## **Reporting Requirements**

*(Section 23.27)*

The District will retain sufficient basic information about this ACDBE program, ACDBE certification, and the award and performance of agreements and contracts to enable the FAA to determine compliance with Part 23. This data will be retained in accordance with the District's document retention policy following the end of the concession agreement or other covered contract.

The ACDBELO and compliance staff will submit to the FAA Regional Civil Rights Office an annual ACDBE participation report on the form found in Appendix A of Part 23.

## **Compliance and Enforcement Procedures**

*(Section 23.29)*

The District will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 23.

1. The District will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. The District will consider similar action under its own legal authorities, including responsibility determinations in future agreements and contracts. The District has listed the regulations, provisions, and contract remedies available to it in the event of non-compliance with the ACDBE regulation by a participant in the District's procurement activities (Attachment 3).
3. The District will also implement a monitoring and enforcement mechanism to ensure that work committed to ACDBEs at contract award is actually performed by the ACDBEs. This mechanism will provide for a running tally of actual ACDBE attainments (e.g., payment actually made to ACDBE firms), including a means of comparing these attainments to commitments. This will be accomplished by making observations or obtaining any documentation deemed necessary to verify the ACDBEs actual participation.

The District will show both commitments and attainments in the annual Uniform Report of ACDBE Participation as required by the DOT reporting form.

## **Subpart C – Certification and Eligibility**

### **Certification Standards and Procedures**

*(Sections 23.31, 23.33, 23.35, 23.37, 23.39)*

The District is a member of the Unified Certification Program (UCP) administered by South Carolina Department of Transportation (SCDOT). The South Carolina UCP complies with all relevant procedures and standards of Part 26, except for those specifically established in Part 23.31. Such procedures and standards in Part 23 are used to make certification decisions by the South Carolina UCP for ACDBEs to participate in the District's concessions program, and such standards and procedures are incorporated herein.

The South Carolina UCP's directory of eligible DBEs/ACDBs specifies whether a firm is certified as a DBE for the purposes of Part 26, or an ACDBE for the purposes of Part 23.

Prior to entering into a new contract, extension, or option period with a currently certified ACDBE, the District will review their eligibility by checking the UCP's certified directory database. The plan for this review process will be to review each new ACDBE, through the UCP's certified directory database, as they contract or propose to contract with the District.

The District will treat a firm as a small business eligible to be certified as an ACDBE if its gross receipts, averaged over the firm's previous three fiscal years do not exceed \$56.42 million for non-car rental ACDBEs and \$75.23 million for car rental ACDBEs. The size standard for banks and other financial institutions is \$1 billion in assets, for pay telephone companies the standard is 1,500 employees, and for automobile dealers is 350 employees.

The personal net worth standard used in determining eligibility for purposes of part 23 is \$1.32 million. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse. Any person who has a personal net worth (PNW) exceeding this amount is not a socially and economically disadvantaged individual, even if a member of a group is otherwise presumed to be disadvantaged.

The District presumes that a firm that is certified as a DBE under Part 26 is eligible to participate as an ACDBE by also meeting the eligibility standards of Part 23. However, the District shall ensure that the disadvantage owners of a DBE certified business under Part 26 are able to control the firm with respect to its activity in the airport's concessions program. The District is not obligated to certify a Part 26 DBE as a Part 23 ACDBE if the firm does not do work relevant to the airport's concession program.

The District acknowledges that a prime contractor includes a firm holding a prime contract with an airport concessionaire to provide goods or services to the concessionaire or a firm holding a prime concession agreement with the airport. The District recognizes that the eligibility of Alaska Native Corporations (ANC) owned forms for purposes of part 23 is governed by part 26 section 26.73(h). (23.39(c)(d))

In instances when the eligibility of a concessionaire is removed after the concessionaire has entered into a concession agreement because the firm exceeded the size standard or the owner has exceeded the PNW standard, and the firm in all other respects remains an eligible DBE, the District may continue to count the concessionaire's participation toward ACDBE goals during the remainder of the current concession agreement. The District will not count the concessionaire's participation toward ACDBE goals beyond the termination date for the concession agreement in effect at the time of the decertification. (23.39(e))

## **Subpart D – Goals, Good Faith Efforts, and Counting**

### **Basic Overall Goal Requirements**

*(Section 23.41)*

The District will establish two separate overall ACDBE goals, one for car rentals and another for concessions other than car rentals. The overall goals will cover a three-year period that will be reviewed annually to make sure both goals continue to fit the airport's circumstances appropriately. The District will report any significant overall goal adjustments to the FAA.

If the average annual concession revenues for car rentals over the preceding three (3) years do not exceed \$200,000, the District need not submit an overall goal for car rentals. Likewise, if the average annual concession revenues for concessions other than car rentals over the preceding three (3) years do not exceed \$200,000, the District need not submit an overall goal for

concessions other than car rentals. The District understands that “revenue” means total revenue generated by concessions, not the fees received by the airport from concessionaires.

The District’s overall goals will provide for participation by all certified ACDBEs and will not be subdivided into group-specific goals.

### **Consultation Requirements in Goal Setting**

*(Section 23.43)*

The District consults with stakeholders before submitting the overall goals to the FAA. Stakeholders will include, but not be limited to, minority and women’s business groups, community organizations, trade associations representing concessionaires currently located at the airport, as well as existing concessionaires themselves, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged businesses, the effects of discrimination on opportunities for ACDBEs, and the District’s efforts to increase participation of ACDBEs.

When submitting overall goals, the District will identify all stakeholders that were consulted and provide a summary of the information obtained from the stakeholders.

### **Overall Goal Submission Requirements**

*(Section 23.45)*

The District is a small hub primary airport. As a condition of eligibility for FAA financial assistance, the District will submit its overall goals according to the following schedule:

<b>Primary Airport Size</b>	<b>Date Due</b>	<b>Period Covered</b>	<b>Next Goal Due</b>
Small Hub	October 1, 2018	2019 - 2021	October 1, 2021 (2022 – 2024)

If a new concession opportunity arises at a time that falls between the normal submission dates above and the estimated average of annual gross revenues are anticipated to be \$200,000 or greater, the District will submit an appropriate adjustment to our overall goal to FAA for approval no later than 90 days before issuing the solicitation for the new concession opportunity. (23.45(i))

The District will establish overall goals in accordance with the 2-Step process as specified in Section 23.51. After determining the total gross receipts for the concession activity, the first step (23.51(c)) is to determine the relative availability of ACDBEs in the market area, “base figure”. The second step (23.51(d)) is to examine all relevant evidence reasonably available in the District’s jurisdiction to determine if an adjustment to the “base figure” in Step 1 is necessary so that the goal accurately reflects the ACDBE participation the District would expect in the absence of discrimination. Evidence may include, but is not limited to, current capacity of ACDBEs to perform work based on past participation, a disparity study, evidence from related fields that affect ACDBE opportunities to form, grow, and compete (such as statistical disparities in ability to get required financing, bonding, insurance; or data on employment, self-employment, education, training and union apprenticeship).

The District will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by ACDBEs and other small businesses



and by making contracts more accessible to small businesses, by means such as those provided under 26.39 of this part.

A description of the methodology to calculate the overall goal for car rentals, the goal calculations, and the data the District relied upon can be found in Attachment 5 of this program.

A description of the methodology to calculate the overall goal for other than car rentals, the goal calculations, and the data the District relied upon can be found in Attachment 4 of this program.

**Projection of Estimated Race-Neutral & Race-Conscious Participation – (23.45(f), 23.25(d-e))**

The breakout of estimated race-neutral and race-conscious participation can be found with the goal methodology in Attachments 4 and 5 to this plan. This section of the plan will be reviewed annually when the goal calculation is reviewed under 23.41(c).

**Concession Specific Goals – (23.35(c)(e)(1)(iv))**

The District will use concession specific goals to meet any portion of the overall goals it does not project being able to meet using race-neutral means to the extent permitted by law. Concession specific goals are established so that, over the period to which the overall goals apply, they will cumulatively result in meeting any portion of the overall goal that is not projected to be met through the use of race-neutral means.

The District will establish concession specific goals only on those concessions that have direct ownership arrangements (except car rentals), sublease, or subcontracting possibilities. The District will require businesses subject to ACDBE goals at the airport (except car rental companies) to make good faith efforts to explore all available options to meet goals, to the maximum extent practicable, through direct ownership arrangements with DBEs. (23.25(f))

Car rental firms are not required to change their corporate structure to provide for direct ownership arrangements. In the case of a car rental goal, where it appears that all or most of the goal is likely to be met through the purchases by car rental companies of vehicles or other goods or services from ACDBEs, one permissible alternative is to structure the goal entirely in terms of purchases of goods and services.

The District need not establish a concession specific goal on every such concession, and the size of concession specific goals will be adapted to the circumstances of each such concession (e.g., type and location of concession, availability of ACDBEs.)

If the objective of a concession specific goal is to obtain ACDBE participation through direct ownership with an ACDBE, the District will calculate the goal as a percentage of the total estimated annual gross receipts from the concession. (23.25(e)(1)(i))

If the concession specific goal applies to purchases and/or leases of goods and services, the District will calculate the goal by dividing the estimated dollar value of such purchases and/or leases from ACDBEs by the total estimated dollar value of all purchases to be made by the concessionaire. (23.25(e)(1)(ii))

**Good Faith Efforts on Concession Specific Goals – (23.25(e)(1)(iii-iv))**

To be eligible to be awarded a concession that has a concession specific goal, bidders/offers must make good faith efforts to meet the goal. A bidder/offeror may do so either by obtaining enough ACDBE participation to meet the goal or by documenting that it made sufficient good faith efforts to do so. Examples of good faith efforts are found in Appendix A to 49 CFR Part 26.

The procedures applicable to 49 CFR Sections 26.51 and 26.53, regarding contract goals also apply to the District's concession specific goals. Specifically, the District shall provide for the following:

Demonstration of good faith efforts (26.53(a) & (c))

The ACDBELO, with the assistance of airport staff, is responsible for determining whether a concessionaire who has not met the concession specific goal has documented sufficient good faith efforts to be regarded as responsible. The District will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the concession agreement with the bidder/offeror.

Information to be submitted (26.53(b))

Each solicitation for which a concession specific goal has been established, concessionaires will be required to submit the following:

1. Names and addresses of ACDBE firms or ACDBE suppliers of goods and services that will participate in the concession;
2. A description of the work that each ACDBE will perform;
3. The dollar amount of the participation of each ACDBE firm/supplier participating;
4. Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the ACDBE that is participating in the concession as provided in the prime concessionaire's commitment, and
6. If the contract goal is not met, evidence of good faith efforts.
7. The District will require that the bidder/offeror present the information required by this section No later than 5 business days after bid opening as a matter of **responsibility**. This information will be collected using the forms found in Attachment 6.

Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by this section before the final selection for the contract is made by the District.

Administrative reconsideration (26.53(d))

Within five (5) business days of being informed by the District that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration due to the fact that administrative reconsideration must be offered before awarding the contract. Bidder/offerors should make this request in writing to the following reconsideration official:

*David N. Edwards, Jr. (President/CEO)  
Greenville-Spartanburg Airport District  
2000 GSP Drive, Suite 1, Greer, SC 29651  
[dedwards@gspairport.com](mailto:dedwards@gspairport.com)*

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate

good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The District will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### Good Faith Efforts when an ACDBE is replaced on a concession (26.53(f))

The District will require a concessionaire to make good faith efforts to replace an ACDBE that is terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE, to the extent needed to meet the concession specific goal. The District will require the concessionaire to notify the ACDBELO immediately of the ACDBEs inability or unwillingness to perform and provide reasonable documentation.

In this situation, the concessionaire will be required to obtain the District's prior approval of the substitute ACDBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

For purposes of this paragraph, "good cause" includes the following circumstances:

1. The listed ACDBE sub-concession fails or refuses to execute a written contract;
2. The listed ACDBE sub-concession fails or refuses to perform the work of its sub-concession in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the ACDBE sub-concession to perform its work on the sub-concession results from the bad faith or discriminatory action of the prime contractor;
3. The listed ACDBE sub-concession fails or refuses to meet the prime concession's reasonable, non-discriminatory bond requirements.
4. The listed ACDBE sub-concession becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed ACDBE sub-concession is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. The District has determined that the listed ACDBE subcontractor is not responsible;
7. The listed ACDBE sub-concession voluntarily withdraws from the project and provides to us written notice of its withdrawal;
8. The listed ACDBE is ineligible to receive ACDBE credit for the type of work required;
9. An ACDBE owner dies or becomes disabled with the result that the listed ACDBE concession is unable to complete its work on the contract;
10. Other documented good cause which the District has determined to compel the termination of the ACDBE sub-concession. Provided, that good cause does not exist if the prime concession seeks to terminate an ACDBE it relied upon to obtain the contract so that the prime concession can self-perform the work for which the ACDBE concession was engaged or so that the prime contractor can substitute another ACDBE or non-ACDBE concession after contract award.

Before transmitting to the District its request to terminate and/or substitute an ACDBE sub-concession, the prime concession must give notice in writing to the ACDBE sub-concession, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime concession must give the ACDBE five days to respond to the prime concession's notice and advise the District and the concessionaire of the reasons, if any, why it objects to the proposed termination of its sub-concession and why the District should not approve the prime concession's action. If required in a particular case as a matter of public necessity (*e.g.*, safety), the District may provide a response period shorter than five days.

The District will require a concessionaire to make good faith efforts to replace an ACDBE that is terminated or has otherwise failed to complete its work on a concession with another certified ACDBE. These good faith efforts shall be directed at finding another ACDBE to perform at least the same amount of work under the concession contract as the ACDBE that was terminated, to the extent needed to meet the concession contract goal that we established for the procurement. The good faith efforts shall be documented by the concessionaire. If the District requests documentation from the concessionaire under this provision, the concessionaire shall submit the documentation to the District within five (5) business days, which may be extended for an additional five (5) business days if necessary at the request of the concessionaire, and the recipient shall provide a written determination to the concessionaire stating whether or not good faith efforts have been demonstrated.

The District will include in each prime concession contract the contract clause required by 26.13(b) stating that failure by the concessionaire to carry out the requirements of this part is a material breach of the contract and may result in the termination of the concession contract or such other remedies set forth in that section that the Authority deem appropriate if the prime concessionaire fails to comply with the requirements of this section.

If the concessionaire fails or refuses to comply in the time specified, the District will follow the procedures outlined in each agreement, which requires written notice of a default by the concessionaire. If the concessionaire still fails to comply, the District may issue a termination for default.

Sample Proposal/Bid Specification when a concession specific goal has been set:

*The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of the Greenville-Spartanburg Airport District to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this concession will be conditioned upon satisfying the requirements of this proposal/bid specification. These requirements apply to all concession's firms and suppliers, including those who qualify as an ACDBE. An ACDBE concession specific goal of \_\_\_\_\_ percent of (annual gross receipts; value of leases and/or purchases of goods and services) has been established for this concession. The concession firm shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the concession specific goal for ACDBE participation in the performance of this concession.*

*The concession firm will be required to submit the following information:*

- 1. Names and addresses of ACDBE firms and suppliers that will participate in the concession;*
- 2. A description of the work that each ACDBE will perform;*
- 3. The dollar amount of the participation of each ACDBE firm participating;*
- 4. Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;*

5. *Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment; and*
6. *If the contract goal is not met, evidence of good faith efforts.*

### **Counting ACDBE Participation for Car Rental Goals**

*(Section 23.53)*

The District will count ACDBE participation toward car rental overall goals as provided in 49 CFR 23.53.

### **Counting ACDBE Participation for Concessions Other than Car Rentals**

*(Section 23.55)*

The District will count ACDBE participation toward overall goals other than car rentals as provided in 49 CFR 23.55.

### **Goal Shortfall Accountability**

*(Section 23.57(b))*

If the awards and commitments shown on the District's Uniform Report of ACDBE Participation at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the District will:

1. Analyze in detail the reasons for the difference between the overall goal and the District's awards and commitments in that fiscal year;
2. Establish specific steps and milestones (when necessary) to correct the problems identified during the goal shortfall analysis that enable the District to fully meet the new fiscal year goal.

### **Quotas or Set-asides**

*(Section 23.61)*

The District does not use quotas or set-asides in any way in the administration of this ACDBE program.

## **Subpart E – Other Provisions**

### **Existing Agreements**

*(Section 23.71)*

When an extension or option to renew an existing agreement is exercised or when a material amendment is made the District will assess potential for ACDBE participation and may use means authorized by Part 23 to obtain a modified amount of ACDBE participation in the renewed or amended agreement.

### **Long-Term Exclusive Agreements**

*(Section 23.75)*

The District will not enter into long-term exclusive agreements for concessions without prior approval of the FAA Regional Civil Rights Office. The District understands that a "long-term" agreement is one having a term of longer than five (5) years. The District understands that an "exclusive" agreement is one in which an entire category of a business opportunity is limited to a single business entity. If special, local circumstances exist that make it important to enter into a

long-term and exclusive agreement, the District will submit detailed information to the FAA Regional Civil Rights Office for review and approval.

### **Geographic Preferences**

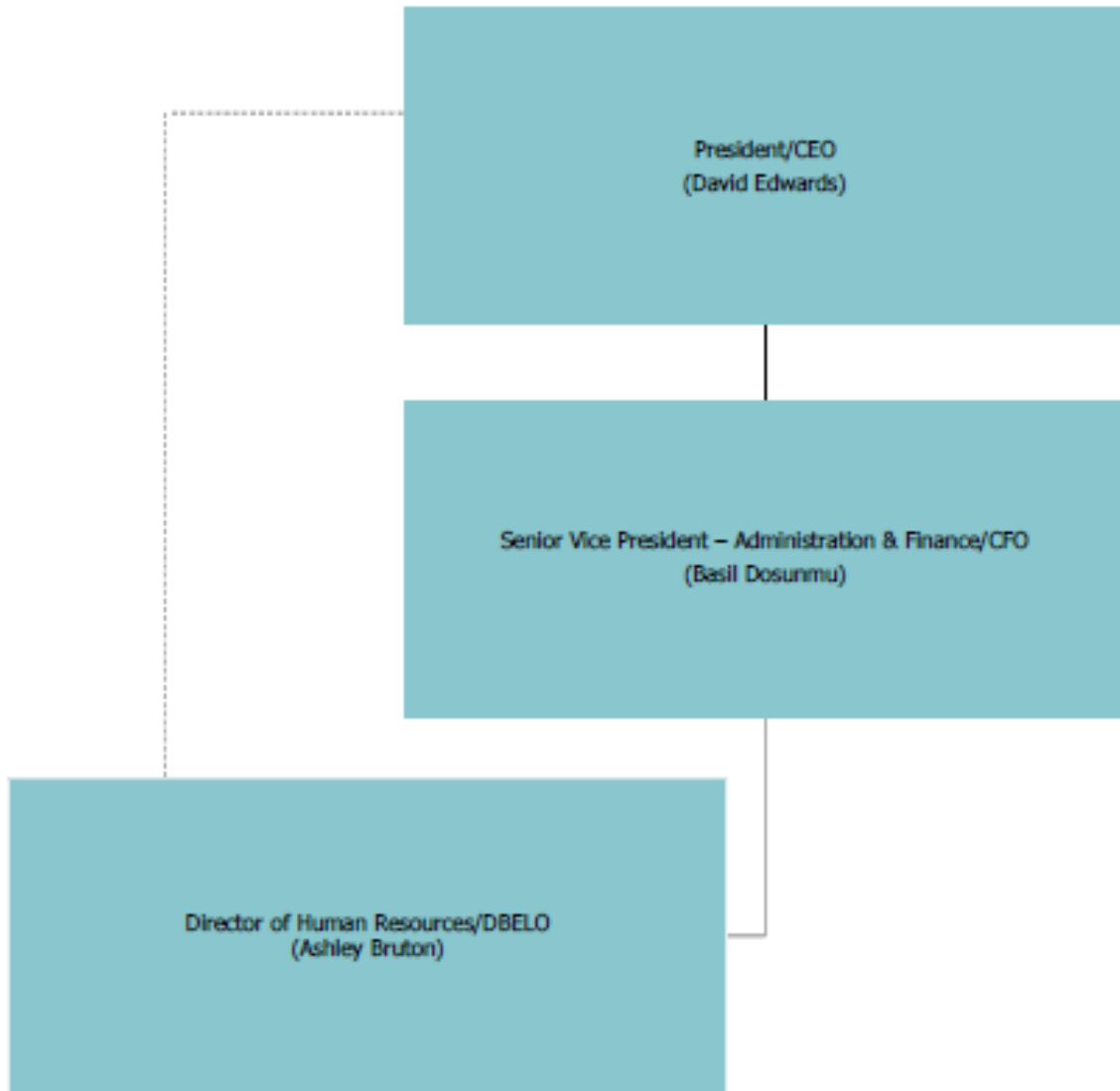
*(Section 23.79)*

The District will not use a "local geographic preference, i.e., any requirement that gives an ACDBE located in the Greenville-Spartanburg area an advantage over ACDBEs from other places in obtaining business as, or with, a concession at the airport.

### **List of Attachments**

- Attachment 1: DBELO/ACDBELO Reporting Structure
- Attachment 2: South Carolina ACDBE/DBE Certification Information
- Attachment 3: Monitoring and Enforcement Mechanisms
- Attachment 4: Overall Goal Calculation for Concessions Other Than Car Rentals
- Attachment 5: Overall Goal Calculation for Concessions for Car Rentals
- Attachment 6: Forms for Demonstration of Good Faith Efforts
- Attachment 7: Regulations: 49 CFR Part 23

**Attachment 1**  
**DBELO/ACDBELO Reporting Structure**



## **Attachment 2**

### **South Carolina ACDBE/DBE Certification Information**

#### ***South Carolina Disadvantaged Business Program***

<https://www.scdot.org/business/bus-development-dbe-certification.aspx>

#### ***ACDBE/DBE Certification Directory***

<https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>

#### ***Minority & Small Business Affairs Staff***

<https://www.scdot.org/business/bus-development-directory.aspx>



### **Attachment 3**

#### **Monitoring and Enforcement Mechanisms**

The District has several remedies available to enforce the ACDBE requirements contained in its contracts, including, but not limited to, a breach of contract action, pursuant to the terms of the contract.

In addition, the federal government has available several enforcement mechanisms that it may apply to firms participating in the ACDBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR part 23 and 2 CFR parts 180 and 1200
2. Enforcement action pursuant to 49 CFR part 31; and
3. Prosecution pursuant to 18 USC 1001.

The District will implement various mechanisms to monitor program participants to ensure they comply with Part 23, including, but not limited to the following:

1. We will insert the following provisions into concessions agreements and management contracts:
  - A. Equal Opportunity Contracting Statement: All businesses, including those that meet the definition of socially and economically disadvantaged, as defined in 49 Code of Federal Regulations ("CFR") Part 23 and 26, will be provided equal access to participate in the performance of all Authority and in DOT-assisted contracting and leasing opportunities. In the procurement of service and consulting agreements and the purchase of supplies, materials and equipment, the District's President/CEO or his or her designee shall be responsible for following all procedures required by the District, as amended from time to time, and other applicable federal, state and local laws.
  - B. Equal Opportunity Requirements: All companies interested in conducting business with the District shall not discriminate against any employee or applicant for employment, because of race, color, religion, gender, national origin, ancestry, physical or mental disability, veteran status, medical condition, marital status, age (40 years and older), sexual orientation, pregnancy or other non-job-related criteria. Interested companies shall also take action to assure that applicants and employees are treated without regard to the same criteria listed above. Questions regarding the Equal Opportunity Program Requirements – call 864.877.7426.
  - C. Small Business Development: The District encourages small businesses to contact all potential prime contractors on the RFP mailing list if they are interested in participating in this process. The District discourages prime contractors from imposing limitations on small businesses on the number of other proposals they wish to participate in as subcontractors.
  - D. ACDBE Participation: In accordance with Regulations of the U.S. Department of Transportation, 49 CFR Part 23, the District has implemented an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program Plan under which qualified firms may have the opportunity to operate an airport business. The District has a race-neutral ACDBE Program and requests that Respondents support this program. The overall ACDBE Non-Car Rental Goal for all concessions (excluding car rental concessions) at the Airport during Federal Fiscal Year 2015-2017 is 23.9%. ACDBE participation on this contract will be applied towards the overall goal. The District

### **Attachment 3**

#### **Monitoring and Enforcement Mechanisms**

encourages the participation of certified ACDBEs in the Agreement to be awarded. In order to counted toward the District's overall ACDBE program, the Respondent's businesses must be certified as an ACDBE by the California Unified Certification Program.

There is no project specific ACDBE goal for this opportunity; however, any participation achieved by the successful respondent on the opportunity will be applied to the District's overall ACDBE program goal. If Respondent proposes ACDBE participation, please provide the name, email, address, and contact information of any ACDBE firm(s) that will participate and describe how that ACDBE participation will be achieved. This should include a description of the legal arrangement to be used to achieve participation (e.g. subcontract, joint venture, etc.) and the gross revenues to be earned by the ACDBE firm. If ACDBE participation is proposed in the form of the purchase of goods and/or services from an ACDBE firm(s), please provide the name, email, address, and contact information of any ACDBE firm(s) that will participate, the dollar amount of purchases anticipated for ACDBE firm(s) and the total dollar amount for the purchase of goods and/or services from all firms for the concession.

- E. ACDBE Credit: In the event that the Respondent wishes to receive ACDBE participation credit for a joint venture agreement, the agreement must be in compliance with 49 CFR part 23, the Joint Venture Guidance issued by the FAA in July 2008, and the above requirements.
  - F. Compliance: The District, in its sole discretion, shall determine if any proposed joint venture agreement is in compliance with the above requirements. If the District determines that the submitted joint venture is not in compliance, Respondent will have an opportunity to revise the joint venture agreement to remedy any issues identified by the District. In the event such remedy is deemed insufficient, Respondent will be required to convert proposed sub-participation into a form of sublease in compliance with Section 1 above.
  - G. Airport Concessions Disadvantaged Business Enterprise Program: The Greenville-Spartanburg International Airport District is a recipient of federal funds issued by the Federal Aviation Administration. Code of Federal Regulations ("CFR") 49, Part 23 and 26, requires the District to establish an overall airport concessions disadvantaged business enterprise ("ACDBE") goal for each federal fiscal year. A federal fiscal year is a twelve-month period commencing on October 1. The District has an existing Race-Neutral Airport Concessions Disadvantaged Business Enterprise Program and requests that the Respondent support this Program.
2. The District will implement the following additional monitoring and compliance procedures:
    - A. Concessionaires or contractors will be required to submit quarterly gross revenue earned by ACDBEs and expenditures to DBEs.
    - B. Concessionaires or contractors will be required to list the specific duties, functions, and responsibilities that ACDBEs or DBEs will perform.
    - C. Concessionaires or contractors will be required to submit, for review, a written notification of any material change in the duties, functions, and responsibilities of ACDBEs and DBEs prior to implementing the change.

### **Attachment 3**

#### **Monitoring and Enforcement Mechanisms**

- D. The District will review, annually, the specific duties, functions, and responsibilities of each ACDBE and DBE to confirm that no material change has occurred.
  - E. The District will perform periodic reviews, including site visits, each year on concessionaires or contractors to confirm ACDBEs and DBEs are performing listed duties, functions, and responsibilities.
3. The District will implement its compliance and monitoring procedures as follows:
- A. The District will require that concessionaires submit written confirmation, annually, that there are no changes in duties, functions, and responsibilities of ACDBEs, including terms and conditions of joint venture agreements.
  - B. The District will perform reviews of ACDBEs to ensure that their activities correspond to the previously submitted list of duties, functions and responsibilities. Reviews may include review of appropriate records, contracts, financial information, joint venture agreements, certification information, site visits, and other relevant information deemed necessary.
  - C. Joint ventures will be reviewed in accordance with 49 CFR part 23 and the July 2008 FAA Joint Venture Guidance.
  - D. The District will include in the contract files a written certification that it has reviewed records of all contracts, leases, joint venture agreement, or other concession-related agreements and monitored the work on-site for each concession contract to which 49 CFR part 23 applies.

## Attachment 4

### **Overall Goal Calculation for Concessions Other Than Car Rentals**

#### **General Information:**

Airport Sponsor: **Greenville-Spartanburg Airport District**

Airport: **Greenville-Spartanburg International Airport**

DBELO: **Ashely Bruton**

Director of Human Resources  
Greenville-Spartanburg Airport District  
2000 GSP Drive, Suite 1  
Greer, SC 29651  
P: 864-848-6271  
E: [abruton@gspairport.com](mailto:abruton@gspairport.com)

#### **I. Amount of Goal**

The Greenville-Spartanburg Airport District's overall goal for concessions other than car rentals (i.e. non-car rental) during the period beginning October 1, 2018 and ending September 30, 2021 is the following:

Overall Goal: **26.7%**

Race-Neutral: **9.5%**

Race-Conscious: **17.2%**

The goal is based on the total gross receipts for concessions at the Airport District. The following are not included in the total gross receipts for concessions: (a) the gross receipts of car rental operations, (b) the dollar amount of a management contract or subcontract with a non-ACDBE, (c) the gross receipts of business activities to which a management contract or subcontract with a non-ACDBE pertains, and (d) any portion of a firm's estimated gross receipts that will not be generated from a concession.

The concession revenues anticipated during this goal period for all non-car rental concessions is **\$22,015,489**. If a new concession opportunity arises prior to the end of this goal period and the estimated average of annual gross revenues are anticipated to be \$200,000 or greater, the Airport District will submit an appropriate adjustment to the overall goal. This will be submitted to FAA for approval at least 90 days before issuing the solicitation for the new concession opportunity (23.45(i)).

**Table 1: Concession Lease Dates**

Concession Type	Concession	Beginning Lease Date	Ending Lease Date
Gift Shop	Hudson News	12/12/2012	12/12/2022
Restaurant	OHM	1/27/2016	12/12/2022
Taxi/Limo	Eastside	11/1/2017	10/31/2022

*Source: Airport District; compiled by KWA*

#### **A. Projected Concessions Opportunities: October 1, 2018 – September 30, 2021**

## **Attachment 4**

### **Overall Goal Calculation for Concessions Other Than Car Rentals**

Concessions revenue opportunity for the 3-year period is based upon the gross receipts for the preceding year. The table below describe the gross concession receipts for the goal period.

**Table 1: Projected Gross Receipts for "All Other"  
(Non-Car Rental Concessions) FY 2019 – FY 2021**

Fiscal Year	Gross Receipts
FY 2019	\$7,122,679
FY 2020	\$7,336,360
FY 2021	\$7,556,450
<b>Total</b>	<b>\$22,015,489</b>

*Source: Airport District; compiled by KWA*

Projected gross receipts are based on a 3.0% expected annual growth rate over the FY 2017 gross receipts of \$6,915,223. The total projected non-car rental concessions revenue for the goal period is \$22,015,489.

#### **B. Determination of Market Area**

The market area is defined by the geographical area in which the substantial majority of firms which seek to do concessions business with the Airport District are located and the geographical area in which the firms which receive the substantial majority of concessions-related revenues are located.

Although firms that are currently doing business with the Airport District are located in various states, ACDBEs that would participate would be located within the state of South Carolina. Therefore, the Airport District is proposing to use the **State of South Carolina** as its market area.

**Table 3: Location of current concessionaires**

Concession Type	Name	Location
Eastside	Taxi/Limo	Taylors, SC
Restaurant	OHM	Woodson Terrace, MO
Retail	Hudson	East Rutherford, NJ

## **II. Methodology used to Calculate Overall Goal**

### **A. Goods and Services**

The Airport District can meet the percentage goal by including the purchase from ACDBEs of goods and services used in non-car rental concessions business conducted at the Airport. The Airport District, and the non-car rental concessionaires at the Airport, should make good faith efforts to explore all available options to achieve, to the maximum extent practicable, compliance with the goal through direct ownership arrangements, including joint ventures and franchises. The dollar value from purchases of goods and services from ACDBEs may be added to the numerator, and the dollar value from purchases of goods and services from all firms (ACDBEs and non-ACDBEs) may be added to the denominator.

**Attachment 4**

**Overall Goal Calculation for Concessions Other Than Car Rentals**

**B. Management Contract or Subcontract**

The Airport District can meet the percentage goal by including any non-car rental concessions operated through a management contract or subcontract with an ACDBE. The Airport District, and the non-car rental concessions at the Airport, will add the dollar amount of a management contract or subcontract with an ACDBE to the total participation by ACDBEs in airport concessions (both the numerator AND the denominator) and to the base from which the Airport District’s percentage goal is calculated. However, the dollar amount of a management contract or subcontract with a non-ACDBE and the gross revenue of business activities to which the management contract or subcontract pertains will not be added to this base in either the numerator or denominator.

**C. Step 1: 23.51 (c)**

The Airport District determined the base figure for the relative availability of ACDBEs other than car rentals. The base figure was calculated as follows:

The Step 1 DBE Base Figure was determined by dividing the number of ACDBE firms available by the total number of firms available to determine the relative availability of ACDBEs for each concession type. That relative availability was multiplied by the projected gross receipts to determine ACDBE goal in dollars for each concession type as indicated in **Table 4** below.

**Table 4: Determination of Relative Availability of ACDBEs (Non-Car Rental)**

NAICS Codes	Concession Type/Group	ACDBE Firms in Market Area	/	Total Firms in Market Area	=	Availability	x	Projected FY 19-21 Gross Receipts	=	ACDBE Goal (Dollars)
453220	News & Gifts		/		=	0.0%	x	\$11,743,166	=	\$0
485310	Ground Transportation		/		=	0.0%	x	\$1,923,661	=	\$0
722513	Food & Beverage		/		=	100.0%	x	\$8,348,663	=	\$8,348,663
Total								\$22,015,489		\$8,348,663
Step 1 Base Goal										37.9%

*Concessions that are shaded do not have opportunities. Their current ACDBE commitment was used as availability.*

*Sources: South Carolina UCP DBE Directory, October 2018.  
US Census Bureau, 2016 County Business Patterns.*

The Step 1 base goal for “all other” (i.e. non-car rental) ACDBEs is 37.9%.

**A. Step 2: 23.51(d)**

After calculating a base figure of the relative availability of ACDBEs, the Airport District examined evidence to determine whether or not the base figure needs to be adjusted in order to arrive at the overall goal.

The data used to determine the adjustment to the base figure was past participation.

## Attachment 4

### **Overall Goal Calculation for Concessions Other Than Car Rentals**

The Airport District evaluated the current capacity of ACDBEs to perform work in the concessions program by measuring the volume of work ACDBEs have performed in the past.

The historical ACDBE accomplishments in recent years were examined relative to the above consideration (i). Specifically, the annual "Uniform Report of ACDBE Participation" for the reporting periods listed below was assessed. Notice the annual DBE percent accomplishment for each year, and the annual median for the periods reported.

**Table 3: Greenville-Spartanburg Airport District ACDBE Accomplishments**

Year	Goal	Accomplishment	Over/Under
2015	5.9%	4.3%	-1.7%
2016	5.9%	15.4%	9.5%
2017	5.9%	37.9%	32.0%
<b>Median</b>	<b>5.9%</b>	<b>15.4%</b>	<b>9.5%</b>

*\*Source: Uniform Report of ACDBE Participation, Greenville-Spartanburg Airport District*

*Disparity Study* – The Greenville-Spartanburg Airport District is not aware of any disparity studies that have been conducted in the Greenville area.

#### **C. Adjustment of the Step 1 Goal**

The median ACDBE accomplishment for the reporting periods as shown above is 15.4%, compared to the Step 1 DBE base figure for the Airport District of **37.9%**. This seems to indicate that the Step 1 base figure overestimates ACDBE capacity at the Airport District.

Therefore, the Airport District will adjust the Step 1 DBE base figure of 37.9% by averaging it with the median ACDBE participation (**15.4%**) for a final adjusted overall goal of **26.7%**.

### **III. Consultation with Stakeholders (23.43)**

Before establishing the DBE non-car rental concessions goal, the Airport District consulted with stakeholders in its concession program to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for ACDBEs, and the Airport District's efforts to establish a level playing field for the participation of ACDBEs.

The Airport District held a stakeholder meeting on October 18, 2018, where stakeholders were given an overview of the concession program requirements and an opportunity to comment on the goal methodology. The attendee list and comments can be found in Appendix A.

### **IV. Breakout of Estimated Race-Neutral & Race-Conscious Participation**

#### **A. Section 23.51**

The Airport District will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating ACDBE participation. The Airport District uses the race-neutral measures below to increase ACDBE participation. The Airport District understands that it will be expected to actually take these steps, and this is not merely a paper exercise.

## **Attachment 4**

### **Overall Goal Calculation for Concessions Other Than Car Rentals**

1. Locating and identifying ACDBEs and other small businesses who may be interested in participating as concessionaires under 49 CFR Part 23;
2. Notifying ACDBEs of concession opportunities and encouraging them to compete, when appropriate;
3. When practical, structuring concession activities so as to encourage and facilitate the participation of ACDBEs;
4. Providing technical assistance to ACDBEs in overcoming limitations.
5. Ensuring that competitors for concession opportunities are informed during pre-solicitation meetings about how the sponsor's ACDBE program will affect the procurement process;
6. Providing information concerning the availability of ACDBE firms to competitors to assist them in obtaining ACDBE participation.

The Airport District proposes a race-conscious goal of 17.2% and a race-neutral goal 9.5%, for a total of 26.7%. The reason for this projected split is the Airport District overachieved its ACDBE goals by a median of 9.5% between 2015 and 2017. Therefore, the Airport District will achieve its entire goal using race-conscious means.

If the Airport District projects that race-neutral measures, standing alone, are not sufficient to meet an overall goal, it will use the following race-conscious measures to meet the overall goal:

1. Establish concession-specific goals for particular concession opportunities;
2. Negotiate with potential concessionaires to include ACDBE participation through direct ownership arrangements or measures, in the operation of the concession; and
3. With prior FAA approval, other methods that take a competitor's ability to provide ACDBE participation into account in awarding a concession.

In order to ensure that the ACDBE program will be narrowly tailored to overcome the effects of discrimination, if the Airport District uses concession-specific goals, it will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual ACDBE participation (see 26.51(f)) and will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral ACDBE participation includes, but is not necessarily limited to the following: ACDBE participation through a prime contract that an ACDBE obtains through customary competitive procurement procedures, ACDBE participation through a subcontract on a prime contract that does not carry ACDBE goal; ACDBE participation on a prime contract exceeding a concession specific goal; and ACDBE participation through a subcontract from a prime contractor that did not consider a firm's ACDBE in making the award.

The Airport District will maintain data separately on ACDBE achievements in those contracts with and without concession specific goals, respectively.



## Attachment 5

### Overall Goal Calculation for Concessions for Car Rentals

#### **General Information:**

Airport Sponsor: **Greenville-Spartanburg Airport District**

Airport: **Greenville-Spartanburg International Airport**

DBELO: **Ashely Bruton**

Director of Human Resources  
Greenville-Spartanburg Airport District  
2000 GSP Drive, Suite 1  
Greer, SC 29651  
P: 864-848-6271  
E: [abruton@gspairport.com](mailto:abruton@gspairport.com)

#### **I. Amount of Goal**

The Greenville-Spartanburg Airport District's overall car rental goal for the period beginning October 1, 2018 and ending September 30, 2021 is the following:

Overall Goal: **1.1%**

Race-Neutral: **0.2%**

Race-Conscious: **0.9%**

**The base of the goal will be the total purchases of goods and services for car rental operations at the Airport.**

There are no car rental concession opportunities anticipated for this time period. If new car rental concession opportunities arise prior to the end of this goal period and the estimated average of annual gross revenues are anticipated to be \$200,000 or greater, the Airport District will submit an appropriate adjustment to the overall goal. This will be submitted to FAA for approval no later than 90 days before issuing the solicitation for the new concession opportunity (23.45(i)).

**Table 1: Car Rental Lease Dates**

<b>Car Rental</b>	<b>Lease start</b>	<b>Lease end</b>
Avis Rent-A-Car	7/1/2013	6/30/2023
Budget Rent-A-Car	7/1/2013	6/30/2024
Enterprise Rent-A-Car	1/1/2009	6/30/2027
Hertz Corporation	7/1/2013	6/30/2028
National Car Rental	7/1/2013	6/30/2029

#### **A. Projected Concessions Opportunities: October 1, 2018 - September 30, 2021**

The goods and services opportunity for the 3-year period is based upon the car rental expenditures on goods and services for FY 2016. FY 2016 expenditures by car rental concession at Greenville-Spartanburg Airport District was **\$13,000,417**. This base number was multiplied by 3.0% the expected growth for each year for a total **car rental concessions base of \$41,388,479**.

## **Attachment 5**

### **Overall Goal Calculation for Concessions for Car Rentals**

**Table 2: Projected Car Rental Expenditures  
FY 2019 – FY 2021**

Fiscal Year	All Concessions (excluding car rentals)
FY 2019	\$13,390,430
FY 2020	\$13,792,142
FY 2021	\$14,205,907
<b>Total</b>	<b>\$41,388,479</b>

#### **B. Determination of Market area**

The market area is defined by the geographical area in which the substantial majority of firms which seek to do concessions business with the car rental companies are located and the geographical area in which the firms which receive the substantial majority of car rental related revenues are located.

The Airport District believes that, although firms that are currently doing business with the Airport District are located nationally, Airport Concession Disadvantaged Business Enterprises (ACDBE) that would participate would be more local, especially for the purchase of goods and services. Therefore, the Airport District is proposing to use the State of South Carolina as its market area.

## **II. Methodology used to Calculate Overall Goal**

### **A. Goods and Services**

The Airport District can meet the percentage goal by including the purchase from ACDBEs of goods and services used in business at the Airport. To calculate the percentage, the dollar value of purchases of goods and services from ACDBEs will form the numerator, and the dollar value of purchases of goods and services from all firms (ACDBEs and non-ACDBEs) will be used as the denominator.

### **B. Step 1: 23.51 (c)**

The Airport District determined the base figure for the relative availability of car rental ACDBEs. The base figure was calculated as follows:

The Step 1 DBE Base Figure was determined by dividing the number of ACDBE firms available by the total number of firms available to determine the relative availability of ACDBEs as indicated in **Table 1** below.

**Attachment 5**

**Overall Goal Calculation for Concessions for Car Rentals**

**Table 1: Determination of Relative Availability of ACDBEs (Car Rental)**

Goods and Services	NAICS Code	Potential ACDBE Firms	All Firms	% of ACDBE Firms Available
Service Establishment Equipment and Supplies Merchant Wholesalers	423850	61	5359	<b>1.1%</b>
Stationery and Office Supplies Merchant Wholesalers	424120			
Other Chemical and Allied Products Merchant Wholesalers	424690			
Tire Dealers	441320			
Automobile carrier trucking	484230			
Insurance	524126			
Janitorial	561720			
Auto Repair	811111			
Auto Body Repair	811121			
Auto Oil Change	811191			
Car Washes	811192			

*Sources: South Carolina UCP DBE Directory, October 2018.  
US Census Bureau, 2016 County Business Patterns.*

The Step 1 base goal for car rental ACDBEs is **1.1%**.

**C. Step 2: 23.51(d)**

After calculating a base figure of the relative availability of ACDBEs, the Airport District examined evidence to determine whether or not the base figure needs to be adjusted in order to arrive at the overall goal.

The data used to determine the adjustment to the base figure was

1. Past Participation – The Airport District evaluated the current capacity of ACDBEs to perform work in car-rental concessions program by measuring the volume of work ACDBEs have performed in the past.

Specifically, the annual “Uniform Report of ACDBE Participation” for the reporting periods listed below was assessed. Notice the annual DBE percent accomplishment for each year, and the median for the periods reported.

**Table 2: Greenville-Spartanburg International Airport ACDBE Accomplishments for FY 2014 – FY 2016**

Report Period	Car Rental Goal	ACDBE Car Rental Accomplishment	Over/Under Participation
FY 2014	0.9%	1.1%	0.2%
FY 2015	2.0%	1.0%	-1.0%
FY 2016	2.0%	2.5%	0.5%
<b>Median</b>	<b>2.0%</b>	<b>1.1%</b>	<b>0.2%</b>

*\*Source: Uniform Report of ACDBE Participation, Airport District*

The median ACDBE accomplishment for the reporting periods shown above is **1.1%**, compared to the Step 1 DBE base figure of **1.1%**. This may indicate that the Step 1 base figure correlates with ACDBE capacity at the Airport.

## **Attachment 5**

### **Overall Goal Calculation for Concessions for Car Rentals**

2. Disparity Study – The Airport District is not aware of any disparity studies that have been conducted in the Greenville area.

#### **D. Adjustment of the Step 1 Base Figure**

The Airport District will not adjust the Step 1 DBE base figure of 1.1%. The median past achievement is the also 1.1% indicating that current capacity is the same as availability. The overall goal will be **1.1%**.

### **III. Consultation with Stakeholders (23.43)**

Before establishing the DBE car rental concessions goal, the Airport District consulted with stakeholders in its concession program to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for ACDBEs, and the Airport District's efforts to establish a level playing field for the participation of ACDBEs.

The Airport District held a stakeholder meeting on October 18, 2018 where stakeholders were given an overview of the concession program requirements and an opportunity to comment on the goal methodology. The attendee list and comments can be found in Appendix A.

#### **Breakout of Estimated Race-Neutral & Race-Conscious Participation** **Section 23.51**

The Airport District will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating ACDBE participation. The Airport District uses the race-neutral measures listed below to increase ACDBE participation. The Airport District understands that it will be expected to actually take these steps, and this is not merely a paper exercise.

1. Locating and identifying ACDBEs and other small businesses who may be interested in participating as concessionaires under 49 CFR Part 23;
2. Notifying ACDBEs of concession opportunities and encouraging them to compete, when appropriate;
3. When practical, structuring concession activities so as to encourage and facilitate the participation of ACDBEs;
4. Providing technical assistance to ACDBEs in overcoming limitations.
5. Ensuring that competitors for concession opportunities are informed during pre-solicitation meetings about how the sponsor's ACDBE program will affect the procurement process;
6. Providing information concerning the availability of ACDBE firms to competitors to assist them in obtaining ACDBE participation.

The Airport District proposes a race-conscious goal of 0.9% and a race-neutral goal of 0.2%, for a total of 1.1%. The reason for this projected split is that the median amount by which the Airport District over-achieved its goals over the preceding three (3) year period as shown in Table 4 is 0.2%. Therefore, the Airport District expects to meet 0.2% of its overall goal using race-neutral means. The remainder of the goal (0.9%) is projected to be met using race-conscious means.

## **Attachment 5**

### **Overall Goal Calculation for Concessions for Car Rentals**

If the Airport District projects that race-neutral measures, standing alone, are not sufficient to meet an overall goal, it will use the following race-conscious measures to meet the overall goal:

1. Establish concession-specific goals for particular concession opportunities;
2. Negotiate with potential concessionaires to include ACDBE participation through purchases of goods and service in the operation of the concession; and
3. Utilize, with prior FAA approval, other methods that take a competitor's ability to provide ACDBE participation into account in awarding a concession.

In order to ensure that the ACDBE program will be narrowly tailored to overcome the effects of discrimination, if the Airport District uses concession-specific goals, it will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual ACDBE participation (see 26.51(f)) and the Airport District will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral ACDBE participation includes, but is not necessarily limited to the following: ACDBE participation through a prime contract that an ACDBE obtains through customary competitive procurement procedures, ACDBE participation through a subcontract on a prime contract that does not carry ACDBE goal; ACDBE participation on a prime contract exceeding a concession specific goal; and ACDBE participation through a subcontract from a prime contractor that did not consider a firm's ACDBE status in making the award.

The Airport District will maintain data separately on ACDBE achievements in those contracts with and without concession-specific goals, respectively.

**Attachment 6**

**Forms for Demonstration of Good Faith Efforts**

**FORM 1: AIRPORT CONCESSION DSADVANTAGED BUSINESS ENTERPRISE (ACDBE)  
UTILIZATION**

The undersigned bidder/offeror has satisfied the requirements of the bid/proposal specification in the following manner *(please check the appropriate space)*:

- The bidder/offeror is committed to a minimum of \_\_\_\_\_% ACDBE utilization on this contract.
  
- The bidder/offeror (if unable to meet the ACDBE goal of \_\_\_\_\_%) is committed to a minimum of \_\_\_\_\_% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of Bidder/offeror's firm: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
*(Printed Name and Title of Authorized Representative)*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 6**

**Forms for Demonstration of Good Faith Efforts**

**FORM 2: LETTER OF INTENT**

Name of bidder/offeror firm: \_\_\_\_\_

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

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

Name of ACDBE firm: \_\_\_\_\_

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

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

Phone Number: \_\_\_\_\_

Description of work to be performed by ACDBE firm:

.....

.....

.....

.....

The bidder/offer is committed to utilizing the above named ACDBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_ .

**Affirmation**

The above named ACDBE firm affirms that it will perform the portion of the work described above for the **{Project Name}** project for the estimated dollar value as shown on this Letter of Intent.

By: \_\_\_\_\_  
*(Print Name) (Signature) (Title)*

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent shall be null and void.**

*(Submit this page for each ACDBE subcontractor)*

**Attachment 7**

**Regulations: 49 CFR Part 23**

[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr23\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr23_main_02.tpl)