

RFQ # 269.2026.143
SITE AND CIVIL ENGINEERING DESIGN SERVICES

October 31, 2025

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for Site and Civil Engineering Design Services. The requirements for submitting a Proposal are stated in the attached Request for Qualifications (the "RFQ"). Please review them carefully.

The City of Charlotte is using the Bonfire e-Procurement Portal ("Procurement Portal" - <https://charlottenc.bonfirehub.com>) to accept and evaluate proposals for this RFQ. Proposals must be submitted electronically through the Procurement Portal on or before the Due Date in order to be accepted.

REMOTE MEETING: A **Non-Mandatory** Virtual Pre-Proposal Conference for the purpose of reviewing the RFQ and answering questions regarding the Services will be held November 19, 2025, at 1PM. **No onsite meeting will be held, and Service Provider(s) should not come to the city expecting to attend in person.** While attendance at the Pre-Proposal Conference is not mandatory, all interested Service Provider(s) are encouraged to participate.

[Join the meeting now](#)

Meeting ID: 251 228 284 834 7

Passcode: oy7hi9fp

Dial in by phone

[+1 872-256-4172,,244494061#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 244 494 061#

Please have a copy of the RFQ available for reviewing during the Pre-Proposal Conference. Proposal submissions are due no later than **December 03, 2025, by 3 PM.**

The City is an equal opportunity purchaser.

Sincerely,

Robert Andrews

Procurement Officer

Checklist for submitting a Proposal:

- Step 1** **Read the document fully.**
- Step 2** Review the solicitation timeline and upcoming events in the Procurement Portal and download copies of any documents if you plan to submit a Proposal.
- Step 3** (Optional) Submit any questions via the Procurement Portal by the deadline(s) noted for the solicitation.
- Step 4** Conduct a thorough review of the Sample Contract. Any exceptions to the Sample Contract must be uploaded in word format (with redlines/tracked changes)
- Step 5** Monitor the Procurement Portal for any addendums and/or responses to questions.

If you plan to submit a Proposal, you must submit all required documents and respond to all questions within the Procurement Portal for the RFQ.

If awarded a contract, your company will be required to provide an insurance certificate(s) that meets or exceeds the requirements set forth in the Sample Contract.



REQUEST FOR QUALIFICATIONS

SITE AND CIVIL ENGINEERING DESIGN SERVICES

RFQ# 269.2026.143

Date Issued:

October 31, 2025

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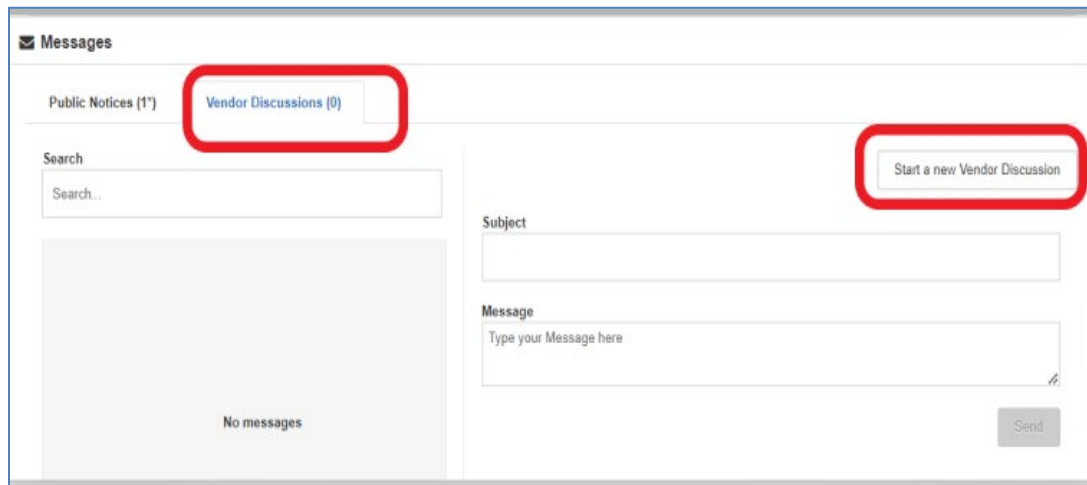
1 REQUEST FOR QUALIFICATIONS (RFQ) INSTRUCTIONS

1.1 Public Notice

The City of Charlotte (City) is soliciting Statements of Qualifications (SOQs) from firms/teams (Firms) to provide Site and Civil Engineering Design Services (Services) for various unspecified projects (Project) on an as-needed basis across the city organization. The city is seeking firms whose combination of experience and expertise will provide timely, professional services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFQ process.

Information related to this solicitation, including any addenda, will be posted electronically through the Bonfire e-Procurement Portal (“Procurement Portal” - <https://charlottenc.bonfirehub.com>). Questions related to this solicitation must be submitted the following way:

Submit your question via the **Vendor Discussion** section on the [Procurement Portal](#):

The image is a screenshot of the 'Messages' section in the Bonfire e-Procurement Portal. At the top, there are two tabs: 'Public Notices (1*)' and 'Vendor Discussions (0)'. The 'Vendor Discussions (0)' tab is highlighted with a red rectangular box. Below the tabs is a search bar with the placeholder text 'Search...'. To the right of the search bar, there is a button labeled 'Start a new Vendor Discussion', which is also highlighted with a red rectangular box. Below the search bar, there is a large grey area with the text 'No messages'. To the right of this area, there is a form with a 'Subject' field and a 'Message' text area with the placeholder text 'Type your Message here'. At the bottom right of the form is a 'Send' button.

1.2 Project Overview

The city is responsible for the operations and maintenance of 200+ municipal facilities, structures, and assets, with a range of uses including office, warehouse, storage, parking, vehicle maintenance, communication towers, and public safety. As-needed site and civil engineering design services for maintenance or minor renovation projects span the entire facility portfolio.

Typical site and civil engineering design requests may include, but are not limited to, the design of parking lots, sidewalks, and driveways; storm drainage systems; site grading; retaining walls, erosion control, and planting. The selected Firm may be required to provide emergency services on short notice and within a tight time schedule.

Specific tasks may include:

- Meet with City representatives and/or other team members as needed to discuss the design concepts and coordinate Firm's work.
- Review existing plans and documentation to become familiar with original design capabilities and configurations of various systems.
- Perform field investigations of the areas involved to gain a better understanding of existing conditions.
- Provide feasibility analyses or studies.
- Provide constructions documents, including drawings and specifications, suitable for review, permit and bid.
- Assist with construction cost estimates.

- Provide assistance during bidding and permitting to answer questions and provide plan revisions as required.
 - The City will be responsible for the constructions contract and bid process.
 - The Contractor will be responsible for all permit and inspection fees.
- Provide shop drawing review and responses to RFIs.
- Provide close-out phase services, including, but not limited to, submission of drawings, as-built drawings, and other project-related documents.

No representation or guarantee is made regarding the quantity of work to be awarded under any as-needed service contract. The City anticipates entering into three-year contracts with one optional two-year renewal period.

1.3 **RFQ Schedule of Events and SOQ Submission**

Provided below is the anticipated schedule of events. The City reserves the right to adjust the schedule and to add/remove specific events to meet the unique needs of this Project.

Advertisement of RFQ:	October 31, 2025
Pre-Submittal Meeting:	November 19, 2025 (1 PM to 2 PM)
Deadline for Questions:	November 21, 2025, 5 PM
DUE DATE & TIME FOR SUBMITTALS:	December 03, 2025, at 3 PM
Evaluation Meeting:	TBD
Interviews:	TBD
Selection Announcement:	TBD

Attendance at the pre-submittal meeting is not mandatory but is highly recommended.

[Join the meeting now](#)

Meeting ID: 251 228 284 834 7

Passcode: oy7hi9fp

Dial in by phone

[+1 872-256-4172,,244494061#](#) United States, Chicago

[Find a local number](#)

Phone conference ID: 244 494 061#

SOQs shall be submitted electronically through the [Procurement Portal](#). It is the sole responsibility of the firm to ensure that the SOQ package is uploaded and submitted to the Procurement Portal no later than the established due date and time. SOQs received after the due date and time will not be considered. SOQs submitted by any other means will not be accepted. **Do NOT submit any pricing information currently. Any inclusion of this information will make your submission non-responsive.**

1.4 Evaluation Criteria and Process

Firms will not be considered unless the following minimum qualifications are met at the time of submission:

- Firms must be properly registered with the Office of the Secretary of State of North Carolina (as applicable); and
- Firms must be licensed by the North Carolina Board of Examiners for Engineers & Surveyors.

Evaluation criteria consist of:

- Qualifications and Relevant Experience of Firm and Key Team Members in Providing Similar Services for Similar Projects; and
- Ability to Respond to Urgent Requests and Key Staff Availability; and
- Project Approach.

The city will appoint an evaluation committee whose responsibilities will include performing technical evaluations of each SOQ and making selection recommendations based on the evaluation criteria provided above. Evaluations will focus on identifying the relative strengths, weaknesses, deficiencies, and risks associated with each SOQ. Interviews are not anticipated but may be held at the discretion of the evaluation committee. The City reserves the right to obtain clarification or additional information from any firm regarding to its SOQ.

The City reserves the sole right to select the most qualified consultant(s) on the basis of best overall SOQ (s) that is most advantageous to the City. Firms that submit SOQs will be notified of the selection results. Final approval of any selected firm is subject to the approval of City Council and/or City officials.

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1.5 SOQ Format

The SOQ package should consist of a cover letter, responses to the specific inquiries in Section 1.6 below, and a set of completed forms, as required. Interested Firms must submit these materials in PDF format.

SOQs are limited to a maximum of **25** numbered pages. Type size should be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc., while maintaining legibility. Required forms, resumes, covers, sub-tabs and dividers do not count toward the page limit. Non-conforming submissions may be removed from consideration at the sole discretion of the City.

1.6 SOQ Content

SOQ packages should be arranged as follows:

Cover Letter: General Information

- A. Describe your interest in this Project and the unique advantage your firm and team brings.
- B. Discuss a project that did not go as planned and how you were able to resolve the challenges.

- C. State any conflicts of interest your firm or any key team member may have with this Project.
- D. Identify and describe any pending claims, disputes, and/or litigation and any that occurred within the past five (5) years involving your firm or any of your proposed subconsultants. With respect to resolved matters, describe the outcome.
- E. Provide a description of the company that will enter into the contract(s) with the City, including origin, background, current size, financial capacity, available resources, general organization, and company headquarters. Identify the name and title of the person authorized to enter into the contract(s) with the City.
- F. List exceptions to the City's standard contract terms and conditions. A sample contract is attached as Exhibit B.

Tab 1: Qualifications and Relevant Experience of Firm and Key Team Members in Providing Similar Services for Similar Projects

- A. List a maximum of 5 relevant, similar projects, either currently in progress or having been completed ***in the past 5 years***, containing work comparable to this specific Project, including any projects with the city, as follows:
 - List only projects involving the key team members or subcontractors proposed for this Project.
 - List projects in date order with newest projects listed first and include the following:
 - Brief project description; and
 - Owner's representative having knowledge of the firm's work, include the contact's name, phone, email, address; and
 - Contract dollar amount and total time period involved. Demonstrate your firm's previous successes in being able to deliver similar projects on time and at or under budget; and
 - Discuss the methods, approach and controls used on the project in order to complete it in an effective, timely, economical and professional manner.
- B. Provide an organization chart of all key team members who will be directly involved in providing services, including any subcontractors, to be assigned specifically to this project. Identify the Project Manager who will be empowered to make decisions for and act on behalf of the firm. Identify any member of the team that is certified as a minority, women or small business firm.
- C. Describe any previous collaboration(s) between key team members, the responsibilities of each team member during these collaborations, and the project(s) outcome. Cite any significant achievements reached as a result of this collaboration. Discuss the successes of the team collaboration, and any problems encountered, and methods used to mitigate issues.
- D. Resumes may be submitted for each proposed key team member. Resumes will not be counted towards the page limit.

Tab 2: Ability to Respond to Urgent Requests and Key Staff Availability

- A. Describe a specific project or example that illustrates your team availability and responsiveness.
- B. Discuss your team's ability to respond to an urgent request and provide a physical presence of key staff at the project site within the following time intervals: 1 hour, 4 hours, and 8 hours.
- C. Indicate key staff availability for the next 12 months on Form 6.

Tab 3: Project Approach

Discuss your Firm's approach to the following tasks:

- A. Meeting with City representatives and/or other team members to discuss the design concepts and coordinate Firm's work.
- B. Reviewing existing plans and documentation to become familiar with original design capabilities and configurations of various systems.
- C. Performing field investigations of the areas involved to gain a better understanding of existing conditions.
- D. Providing feasibility analyses or studies.
- E. Providing constructions documents, including drawings and specifications, suitable for review, permit and bid.
- F. Assisting with construction cost estimates.
- G. Providing assistance during bidding and permitting to answer questions and provide plan revisions as required.
- H. Providing shop drawing review and responses to RFIs.
- I. Providing close-out phase services, including, but not limited to, submission of drawings, as-built drawings, and other project-related documents

Tab 4: Required Forms

Forms 1 thru 6 provided with this RFQ shall be completed and submitted with the SOQ. Required Forms will not be counted towards the page limit.

2 REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

2.1 Communications

All communication of any nature with respect to this RFQ shall be addressed to the Contracts Administrator identified in this RFQ. With the exception of communications with the Contracts Administrator and Charlotte Business INclusion (CBI) Compliance Officer for this RFQ, firms and their staffs are prohibited from communicating with elected City officials, City staff and any evaluation committee member regarding this RFQ or SOQ from the time the RFQ is released until the selection results are publicly announced. These restrictions include “thank you” letters, phone calls, emails, and any contact that results in the direct or indirect discussion of this RFQ and/or the SOQ submitted by the firm/team. Violation of this provision may lead to disqualification of the firm’s SOQ for consideration.

2.2 Duties and Obligations of Firms in the RFQ Process

Interested firms are expected to fully inform themselves as to all conditions, requirements and specifications of this RFQ before submitting a proposal. Firms must perform their own evaluation and due diligence verification of all information and data provided by the City. The City makes no representations or warranties regarding any information or data provided by the City. Firms are expected to promptly notify the city in writing to report any ambiguity, inconsistency or error in this RFQ. Failure to notify the city accordingly will constitute a waiver of claim of ambiguity, inconsistency or error.

2.3 Addenda

In order to clarify or modify any part of this RFQ, addenda may be issued and posted at [the City’s Procurement Portal](#). Any requests for additional information or clarifications should be submitted through the **Vendor Discussion** section on the Procurement Portal or via email by the “Deadline for Questions” stated in **Section 1.3 – RFQ Schedule of Events**.

2.4 No Collusion, Bribery, Lobbying or Conflict of Interest

By responding to this RFQ, the firm shall be deemed to have represented and warranted that its SOQ submittal is not made in connection with any competing firm submitting a separate response to this RFQ and is in all respects fair and without collusion or fraud. Furthermore, the firm certifies that neither it, any of its affiliates or subconsultants, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with this RFQ.

2.5 Public Records

Upon receipt by the City, each SOQ becomes the property of the City and is considered a public record except for material that qualifies as “Trade Secret” information under North Carolina General Statute 66-152 et seq. SOQs will be reviewed by the City’s evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by the firm must specifically and clearly be identified by separating them from the rest of the Proposal and marked as “Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this SOQ” on each page of the trade secret and (b) the document(s) containing the trade secret designations must be uploaded separately in the Procurement Portal.

In submitting an SOQ, each firm agrees that the City may reveal any trade secret materials contained in such response to all City staff and City officials involved in the evaluation process and to any outside consultant or other third parties who serve on the evaluation committee or who are hired by the City to assist in the evaluation process. Furthermore, each firm agrees to indemnify and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material that the firm has designated as a trade secret. Any firm that designates its entire SOQ as a trade secret may be disqualified from consideration.

2.6 Cost of SOQ Preparation

The City shall not be liable for any expenses incurred by any firm responding to this RFQ. Firms submitting a SOQ in response to this RFQ agree that the materials and submittals are prepared at the firm's own expense with the express understanding that the firm cannot make any claims whatsoever for reimbursement from the City for the costs and expense associated with preparing and submitting a SOQ. Each firm shall hold the City harmless and free from any and all liability, costs, claims, or expenses incurred by, or on behalf of, any person or firm responding to this RFQ.

2.7 Advertising

In submitting a SOQ, the firm agrees not to use the results therefrom as part of any commercial advertising without prior written approval of the City of Charlotte.

2.8 Vendor Registration with City of Charlotte

The selected firm and subcontractors must be registered in the City's Vendor Registration System in order to receive payment for services and/or supplies provided under any City contract.

2.9 Registration with Secretary of State for North Carolina; Licensed Engineers/Architects

Any firm wishing to be considered for the Services must be properly registered with the Office of the Secretary of State and with either the North Carolina Board of Registration for Professional Engineers and Land Surveyors or the North Carolina Board of Architecture, as applicable, at the time of submission of the SOQ. The firm(s) selected under this RFQ will be responsible for providing all professional, technical, managerial, and administrative staff with the appropriate skills and qualifications to perform the required Services. The person in responsible charge of the work must be a registered professional in the State of North Carolina and must have good ethical and professional standing.

Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the NC Board of Registration for Professional Engineers and Land Surveyors or North Carolina Board of Architecture, as applicable. It will be the responsibility of the prime firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a SOQ. For detailed licensing requirements, refer to North Carolina General Statutes (<http://www.ncbels.org/rulesandlaws.html>).

2.10 Financial Capacity; Insurance Requirements

The selected firm must have the financial capacity to undertake the work and assume associated liability.

2.11 Ownership of Work Products

The City shall have exclusive ownership of all intellectual property rights in all designs, plans and specifications, documents and other work product prepared by, for, or under the direction of the selected firm pursuant to any contract under this RFQ (collectively, the “Intellectual Property”), including without limitation the right to copy, use, disclose, distribute, and make derivations of the Intellectual Property for any purpose or to assign such rights to any third party. The Intellectual Property shall be prepared in the City’s name and shall be the sole and exclusive property of the City, whether or not the work contemplated therein is performed. The City will grant the firm a royalty-free, non-exclusive license to use and copy the Intellectual Property to the extent necessary to perform the contract.

2.12 City Rights and Reservations

The City expects to select one or more firms but reserves the right to request substitutions of any key team member, including staff and subcontractors. The City reserves the right to contact any firm/team for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any part of this RFQ as issued with an addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFQ, to cancel the RFQ, to re-advertise for new RFQ responses either with identical or revised specifications, or to accept any RFQ response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFQ shall not be construed as a contract, nor indicate a commitment of any kind. The City reserves the sole right to award a contract or contracts to the most qualified firm(s) on the basis of best overall SOQ that is most advantageous to the City. The City also reserves the right to make multiple awards, based on experience and qualifications if it is deemed in the City’s best interest.

2.13 Contract

The contents of this RFQ and all provisions of the successful SOQ deemed responsive by the City may be incorporated, either in whole or in part, into a contract and become legally binding when approved and executed by both parties. Contents of the contract may contain changes from the City’s perspective as a result of the RFQ process and SOQ(s) received. The final negotiated contract may include the scope of work as outlined in this RFQ along with the successful firm’s submittal and any additions or deletions made at the discretion of the City as a result of the RFQ process.

2.14 Equal Opportunity

The firm will ensure that employees and applicants for employment are not unfairly discriminated against because of their race, color, religion, sex, national origin, disability or veteran status.

2.15 E-Verify Certification

The firm shall comply with requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and shall require each of its subcontractors to do so as well.

2.16 Familiarity and Compliance with Laws and Ordinances

The firm shall make itself aware of and comply with and shall cause each of its subcontractors to comply with, all applicable federal, state, and local laws and regulations, including obtaining all required permits and licenses.

2.17 Insurance Requirements

The consultant selected under this RFQ will be required, during the life of the contract with the City, to purchase and maintain the following insurance with a company acceptable to the City and authorized to do business with the State of North Carolina:

- **Automobile Liability Insurance:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- **Comprehensive General Liability:** Bodily injury and property damage liability as shall protect the consultant and any subcontractor performing work under the agreement from claims of bodily injury or property damage which arise from operation of this agreement whether such operations are performed by the consultant, any subcontractor, or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of the agreement.
- **Worker's Compensation and Occupation Disease Insurance:** In conformance with State law, in an amount of \$100,000 each accident and disease for each employee, and \$500,000 disease policy limit providing coverage for employees and owners.
- **Professional Liability Insurance:** In an amount of not less than \$1,000,000 each claim and \$1,000,000 aggregate.

The City shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Developer and/or subconsultant providing such insurance.

The City shall be named as additional insured under the commercial general liability insurance for operations and services rendered under a contract. At the time of execution of the contract, certificates of all required insurance shall be furnished to the City and shall contain the provision that the City will be given thirty (30) day written notice of any intent to amend or terminate by either the insured or the insuring company.

2.18 Background Checks

Certain City facilities require a background check of all company employees before they are allowed into the facility. The Charlotte-Mecklenburg Police Department will conduct these background checks as needed.

2.19 North Carolina Prohibition on Contracts with Companies that Invest in Iran or Boycott Israel

The Consultant certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58 (collectively, the "Treasurer's IDA List"); (ii) it has not been designated by the NC State Treasurer pursuant to N.C.G.S. 147-86.81 as a consultant engaged in the boycott of Israel (such designation being referred to as the "Treasurer's IB List"); and (iii) it will not take any action causing it to appear on the Treasurer's IDA List or the Treasurer's IB List during the term of this Contract. In signing this Contract consultant further agrees, as an independent obligation, separate and apart from this Contract, to reimburse the City for any and all damages, costs and attorneys' fees incurred by the City in connection with any claim that this Contract or any part thereof is void due to consultant appearing on the Treasurer's IDA List or the Treasurer's IB List at any time before or during the term of this Contract.

2.20 Charlotte Business INclusion

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program seeks to enhance competition and participation of Minority-owned, Women-owned, and Small Business Enterprises (MWSBEs) in City contracting. To accomplish this, the City has examined its procurements and set specific MWSBE participation goals on a contract-by-contract basis. In addition, CBI makes a concerted effort to expand its certified MWSBE vendor pool and assist city-certified firms in growing, enhancing, and developing their businesses. CBI currently offers numerous development programs that support certified businesses in organizational training, strategic development, and networking opportunities.

The CBI Policy and CBI Manual are posted online here: www.charlottebusinessinclusion.com

To determine whether disparities exist in City contracting based on race, gender or other factors, and also to measure the effectiveness of the City's Charlotte Business INclusion ("CBI") Program, the City tracks the utilization of subconsultants and suppliers on certain City contracts based on race, gender, small business status, and other factors. For analysis purposes, it is important that the City obtain this data not only for minority-owned, women-owned, and small business suppliers and subconsultants, but also for other subconsultants and suppliers. As a condition for receiving payments under this Contract, the Proposer agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the City, detailing the amounts paid by the Consultant to all subconsultants and suppliers receiving payment in connection with this Contract.

There is a **Goal Waiver** for this listing.

The city strongly encourages participation whenever possible.

City certified MWSBE firms can be found in the City's InclusionCLT system:

<https://charlotte.diversitycompliance.com/>

3 FEDERAL CONTRACT TERMS AND CONDITIONS

This exhibit must be included in all solicitations, including those where federal funds may be used to fund purchases of products, services, or construction solicited by this solicitation document. This Exhibit is attached and will be incorporated into the contract between the City and the selected consultant. Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Contract. In the event of a conflict between this Exhibit and the terms of the main body of the Contract or any other exhibit or appendix, the terms of this Exhibit shall govern.

Contracts resulting from this solicitation process will be for a fixed price and task orders may be issued with federal funds. The provisions required under 2 CFR §200.326 and as provided under 2 CFR Part 200, Appendix II, among other provisions, are incorporated herein by reference.

- 3.1 **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately. The Company's completed Form – Vendor Debarment Certification is incorporated herein.
- 3.2 **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 3.3 **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 3.4 **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33

U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 3.5 **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 3.6 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:
- 3.6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- 3.6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- 3.6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.6.4. The Company's completed "Byrd Anti-Lobbying Certification" Form is incorporated herein.
- 3.7 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

- 3.8 **Right to Inventions.** If the federal award is a “funding agreement” under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 3.9 **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security (“DHS”) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 3.10 The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.