



Request for Qualifications

For

Construction Management at Risk Services (CMAR)

For

**Aircraft Rescue and Fire Fighting (ARFF) Station 47
Project # 26-01**

Date: August 8, 2025

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Attachments:

A	Space Plan Diagrams
B-1	Form of Professional Services Agreement for Preconstruction
B-2	Form of Construction Contract
C	Prequalification Policy for Bidders on Construction Projects
D	SOQ Cover Sheet
E	Commercial Non-Discrimination Certification
F	Charlotte Business INClusion Program Form # 3
G	Project Plans as of August 5, 2025
H	Project Civil Site Plan as of August 5, 2025

1 Project Description / Scope of Work ("Work")

1.1 Public Notice

This Request for Qualifications (RFQ) is issued by the City of Charlotte ("City"), the owner and operator of Charlotte Douglas International Airport (the "Airport" or "CLT") to acquire the services of a Construction Manager at Risk ("Firm") for a new Aircraft Rescue Fire Fighting ("ARFF") Station 47 (the "Project"). The Guaranteed Maximum Price ("GMP") estimate for the project is \$26,000,000. The City is accepting Statements of Qualifications ("SOQ" or "Proposal") from Firms (or multiple Firms comprising a "Project Team") whose combination of experience and personnel will provide timely and effective construction management services to the City for this Project.

Information related to this RFQ, including any addenda, will be posted to the Unity Construct (formerly "e-Builder") Bidding Portal using the link below:

<https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=8636caaf-bcc9-4176-ab83-cc502ccc0396&bidpackageid=131f8e9d-202d-4ddb-87d1-e5d8307f864f>

Any and all inquiries and submission of information regarding this RFQ shall be submitted to the Unity Construct Bidding Portal.

The point of contact for all submissions and correspondence regarding this RFQ will be as follows:

RFQ Project Manager/CMAR Facilitator – Ryan Lingholm
Contact Method – Unity Construct Bidding Portal

1.2 Project Overview

Project Construction Delivery Method

It is the City's intent to enter into separate contracts with the selected Firm for the preconstruction services phase and for the construction phase of this project ("Project"). A Professional Services Agreement will be executed for the preconstruction phase and the agreement will incorporate all preconstruction services for the Project as more fully described in Section 1.4(a) below. A Construction Contract will be executed for the construction phase and the scope of services will include, without limitation, those services described in Section 1.4(b) below. During preconstruction, the City and the selected Firm will negotiate and establish the framework of the Construction Contract, including the Guaranteed Maximum Price ("GMP")) prior to commencement of the bidding process for subcontractors.

Form copies of the Professional Services Agreement for Preconstruction and of the Construction Contract are attached hereto as **Attachment B-1** and **Attachment B-2** respectively. Firms are advised to carefully read and review the Professional Services Agreement and Construction Contract as they prepare their SOQs in response to this RFQ and shall identify any potential revisions in the response to the SOQ.

The selected Firm shall be required to comply with the provisions of NCGS 143-128.1 including, without limitation, publicly advertising and soliciting bids as prescribed in NCGS 143-129, and prequalifying first-tier subcontractors for all construction work in accordance with the City's Prequalification Policy for Bidders on Construction Projects dated October 26, 2015. A copy of the City's Prequalification Policy is attached hereto as **Attachment C** for Firms' review.

The City's basis for using the Construction Manager at Risk ("CMAR") delivery method on this Project is:

- Provide optimum coordination of subcontractors to meet the operational challenges and constraints of constructing in an active airfield;
- Reduced impact on Airport operations;
- Transparency of market-based costs;
- Provide a team approach between the City and CMAR in mitigating risks, costs, and schedule;
- Pre-qualification of sub-contractors and trades to insure fully qualified bids; and Control of schedule and minimizing delays.

Scope of Work Overview

The City's Aviation Department is pursuing a Project intended to be implemented via a CMAR delivery method with an aggressive schedule.

Project Background for ARFF Station 47 Construction

Existing Conditions

The project will provide a new ARFF facility at Charlotte Douglas International Airport. The new facility, identified as ARFF Station 47, will be located generally at the 3600 block of Yorkmont Road, Charlotte, NC 28208. This station is required to meet FAA requirements for 14CFR Part 139.319 for response times for the new Fourth Parallel Runway and will need to be in service prior to the runway going into operation presently scheduled to complete mid 2027. The undeveloped construction site will be located outside the Airport Security fence and adjacent to an active airplane taxiway during construction and it will be merged into the airfield upon Substantial Completion.

New ARFF Station 47

ARFF Station 47 will function 24 hours a day and be dual use for both aircraft rescue and structural fire rescue by the Charlotte Fire Department. As part of this scope, a new access road will be constructed off the southwest side of the nearby roundabout.

The station will be an approximate 50,000 square foot three-level facility on an approximate six-acre site. The first level is programed to include apparatus bays, decontamination areas, storage, and a public lobby. The mezzanine includes storage, building services equipment, and training areas. The second level includes administrative offices, sleep rooms, training rooms, recreation area, day room, fitness area and a kitchen.

CLT has retained the services of Stewart-Cooper-Newell-Architects, P.A. (“Architect”), to develop program documents to be used as the basis of design for the Project. The preliminary design phase for this Project is underway and design is expected to be completed by October 2025. Refer to Attachments G and H for a representation of the Project’s plans as of August 5, 2025. The Architect will contract, control, and coordinate the civil, structural, mechanical, plumbing, electrical and fire protection disciplines of the Project.

CMAR Services Overview

The following representative list of services to be provided by the CMAR is for illustrative purposes only and is not intended to be exhaustive or exclusive.

(a) General

The CMAR shall provide consulting, scheduling, estimating, and cost control services. The CMAR will collaborate with all members of its Project Team, and the Architect, CLT, and other key stakeholders identified by CLT (“Stakeholders”) in the assembly of work packages to break the Project into tasks and will manage the work related to the Project. As part of its duties as a general contractor, the CMAR will be responsible for:

- Developing an initial GMP to construct the Project and related work, and amending the GMP during the preconstruction phase;
- Performing and delivering the Project to the Stakeholders within the approved GMP;
- Scheduling, estimating, and performing portions of the non-permanently installed Work;
- Recommending optimal construction phasing and sequences; and coordinating sequencing with all owner vendors and other owner projects.

(b) Preconstruction Phase Services – Preconstruction services shall include, but are not limited to, the following:

- Collaboration with the Architect and other Stakeholders to develop the Project, including:
 - Help coordinate design packages with construction bid packages;
 - Joint coordination with third parties;
 - Assist in material selection decisions.
- Developing and updating project schedules including GMP baseline;
- Identification and mitigation of risk through analysis and assessment;
- Development of a minority and small business participation plan in coordination with the city’s Charlotte Business INclusion Program;
- Prequalification of potential first-tier subcontract bidders;
- Division of the work scope into bid packages;
- Management of subcontract bidding;
- Participation in value engineering exercises to maintain the project construction budget in collaboration with the Stakeholders if GMP exceeds current budget; and
- Development of the GMP contract.

The preconstruction phase is anticipated to consist of an approximate 2.5-month period beginning approximately October 1, 2025, and ending approximately December 15, 2025. The Consultant's preconstruction services as outlined below in Tasks 1 through Task 12 will be completed and billed on an hourly basis, with a "not to exceed" cap for all tasks collectively:

1. Task 1 - **Cash Flow Estimate** – Provide an internally generated project cash flow plan. The cash flow plan should detail the Contractor's planned invoicing by month for the entire project using cash flow templates available through the CLT Project Control Program.
2. Task 2 - **Charlotte Business Inclusion (CBI) Participation Plan** – Develop a project specific CBI participation plan proposing the project CBI strategy and project CBI goal as an overall percentage of the direct work bid and awarded through subcontracts or purchase orders. An outline will be presented during the design development estimate review meeting and then finalized with the City's team as bid package estimates are finalized. Consultant will organize and host outreach sessions recruiting and promoting 1st, 2nd and 3rd tier subcontractor participation as well as provide technical assistance during the prequalification phase of the project to promote inclusion.
3. Task 3 - **Meetings** – Consultant through the preconstruction phase will:
 - a. Attend weekly Owner, Architect, Contractor (OAC) meetings for awareness of design completion and to provide overall project schedule input.
 - b. Host construction logistics coordination with CLT/TY Lin.
 - c. Host and document outreach and information meetings as required.
 - d. Host and document public pre-bid meetings.
 - e. Host and document public bid openings.
 - f. Host and document bid/scope review meetings.
4. Task 4 - **Scheduling** – Develop a detailed construction baseline schedule that interfaces with the overall airport planning schedule which aligns with all milestone dates shown in the GMP Level II Baseline Schedule to the Owner. All schedules are to be developed with the team's input and will incorporate CLT's targeted completion dates as well as interface with other CLT projects related to this project. All schedules submitted by Contractor shall comply with the applicable project controls requirements as detailed in the Construction Contract.
5. Task 5 - **Site Evaluation** – Perform an investigation of the existing site and staging areas for incorporation into cost estimates/subcontractor bid documents.
6. Task 6 - **Site Logistics**– With CLT team involvement, create a project specific logistics plan for incorporation into the subcontractor bid documents. This plan will include new construction, staging, laydown, and access routes for materials and construction employees delivered with the design development estimate.

7. Task 7 - **Quality Control** – Create a project specific quality management plan that will become a tool to ensure that all the specified requirements are adhered to as well as a plan that will identify roles and responsibilities for all parties engaged on the site. The process will start with document reviews mentioned above and include but not be limited to bid scope reviews, preconstruction meetings with subcontractors, functional building systems testing and owner training.
8. Task 8 – **Outline Guaranteed Maximum Price (“GMP”)** – Prepare and deliver an outline GMP which includes the following for review, discussion and agreement prior to advertisement for subcontractor bids.
 - a. **CMAR Fee** – As a percentage of the total project amount minus performance and payment bond and project contingency.
 - b. **CMAR Payment and Performance Bond** - As a percentage of the total project amount.
 - c. **CMAR Contingency** – As a percentage of the sum of the subcontractor bids.
 - d. **General Conditions** – Including all staff and staff related cost itemized as a fixed amount.
 - e. **General Requirements** – Including all incidental and temporary requirements itemized as a fixed amount.
 - f. **CMAR Insurance** – Including General Liability and Workers’ Compensation at the stated limits.
 - g. **Subcontractor Bid Packages** – Listed individually with amounts listed as rough order of magnitude (ROM) budgets based on CMAR’s past projects and present understanding of the scope.
9. Task 9 – **Subcontractor Bid Scopes** - Create descriptions of subcontractor scopes of work based on the design documents, detailed estimate, and CBI plan. These scopes will identify the work that each subcontractor is to include in its bid and will become the basis for subcontracts. Any allowances or additional scope above that shown in the contract documents, added by the CMAR shall be kept to a minimum and quantified (units and estimated costs) per item in a separate spreadsheet to be approved by the Owner. Subcontractor scopes of work to be delivered with the GMP at least one calendar week prior to advertisement for bid to subcontractors.
10. Task 10 – **Subcontractor Prequalification** - Develop and execute project specific Subcontractor prequalification documents and process. – Utilize the most updated version of the City’s Prequalification Policy for Bidders on Construction Projects as a guide and enhance that plan with Consultant’s experience, any project specific criteria, CLT specific criteria, and the CBI participation plan to prequalify subcontractors for the project.
11. Task 11 – **Subcontractor Bidding** - Once the prequalification process is completed, publish and put the project out to bid following the NC public project bidding guidelines as set forth in Article 8 of Chapter 143 of the North Carolina General Statutes. This will include but not be limited to announcements, outreach session, pre-bid meeting, one

on one meeting with the subcontractors, publishing addenda as required, bid openings, as well as bid scope reviews, all in advance of the creation of the final GMP proposal.

12. Task 12 - **Prepare GMP** - Compile subcontract bids, and items listed above into a GMP proposal for review by CLT.

(c) Construction Phase Services - Construction services shall generally include, but are not limited to, the following:

- Collaborate with the Project's Stakeholder's to execute the Project;
- Coordination and management of all aspects of construction and subcontractors;
- Develop safety and quality assurance measures;
- Enforce, monitor, and report on all Charlotte Business INClusion program requirements on a monthly basis;
- Obtain permits and inspections;
- Document activities associated with administration, management, and construction of the Project;
- Coordination with other vendors engaged by the Airport for the Project; and
- Conduct and document regular meetings with CLT staff.
- Certify monthly all work in place and approve all subcontractor and vendor payment requests;
- Develop means and methods of construction; and
- Provide required project controls and Critical Path Method ("CPM") schedule documents and updates.

2 Statement of Qualifications Submittal and Selection Process

2.1 RFQ Schedule

Provided below is the schedule for the RFQ. The City reserves the right to adjust the RFQ Schedule and add or remove specific events to meet the needs of this Project. Any such changes to the RFQ Schedule will be explained in an addendum posted to the CLT website.

MILESTONE ACTIVITY	DATE
Advertisement of RFQ	Wednesday, August 8, 2025
Deadline for Questions	Thursday, August 28, 2025
DUE DATE & TIME FOR STATEMENT OF QUALIFICATIONS	Tuesday, September 9, 2025 by 3:00PM
Interviews with Shortlisted Firms (if applicable)	September 22 – 25, 2025 (anticipated)
CMAR Contract Award	October 2025 (anticipated)

GMP Award	January 2026 (anticipated)
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2.2 Statement of Qualifications Submission

Firms must submit one original and complete SOQ signed in ink or electronically by a company official authorized to make a legal binding offer in searchable Adobe Acrobat .pdf format to the RFQ Project Manager no later than the date and time set forth in the RFQ Schedule above, according to CLT's clock. Unless otherwise indicated, submission must be delivered as follows:

- Electronically through Unity Construct Bidding Portal using the following link:

<https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=8636caaf-bcc9-4176-ab83-cc502ccc0396&bidpackageid=131f8e9d-202d-4ddb-87d1-e5d8307f864f>

2.3 Selection Committee and Interviews

The City will convene a Selection Committee to review all SOQs submitted in response to this RFQ. The Selection Committee may short-list two or more Firms for follow-up interviews, in which case the short-listed Firms will be notified of this decision in writing with available interview dates, times and locations. If the Selection Committee decides to conduct interviews, they may use the interviews to clarify any questions or topics from their review of the SOQs and confirm or modify their evaluation of the SOQ. The individuals who lead the Firm's preconstruction and construction teams, as well as those who will have day-to-day responsibility for each phase of the Project, will be expected to participate in the interviews.

2.4 SOQ Format

The SOQ is limited to a maximum of 24 numbered pages, excluding resumes, references and required forms. The SOQ paper size should be 8-1/2" x 11"; however, pages with organizational charts, matrices, or diagrams may be printed on larger sheets. Type size should be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc. while maintaining legibility. Non-conforming submissions may be removed from consideration.

Each SOQ must contain the following sections, separated by tabs:

- 1) SOQ Cover Sheet (reference **Attachment D**)
- 2) City Commercial Non-Discrimination Certification (reference **Attachment E**)
- 3) CBI Form # 3 (reference **Attachment F**)
- 4) Statement of Qualifications (reference Section 3 below)

NOTE: Items 1 – 3 above do not count toward the page limit restriction described in this section.

3 **CMAR Selection Criteria and Minimum Requirements**

The section below outlines the selection criteria the City will use to evaluate SOQs and the required organization of the SOQ. The intent of the RFQ is to encourage responses that clearly communicate the Firm's understanding of the City's goals and requirements for this Project. Only that information which is essential to an understanding and evaluation of the SOQ should be submitted. Items not specifically and explicitly related to the RFQ and SOQ, e.g. brochures, marketing material, etc., will not be considered in the evaluation.

Firms will not be considered unless the following minimum qualifications are met:

- The Firm must have bonding capacity to provide a payment and performance bond upon execution of the Construction Contract for the estimated total cost of the work. A letter from a surety stating that the Firm has sufficient bonding capacity must be submitted with the cover sheet. The letter should also indicate the grade of the bonding agency.
- The Firm shall hold a valid North Carolina General Contractor License.
- The Firm shall not have any recent or pending litigation with the City.

All SOQs shall address the following criteria with headings numbered and labeled as shown.

Criteria 1 (weight 15%) – Firm demonstrates a history of providing CMAR or similar services (where the Firm held the construction contract with the Owner). CLT is seeking Firms with experience on at least 3 projects of similar size and complexity in the last 10 years. Firms should provide satisfactory references addressing the Firm's performance on those projects. **At least 1 of the 3 projects identified must be an airport project. Firms that demonstrate CMAR responsibility in the last 5 years may receive a higher score than those without.**

Provide a brief description of the Firm's company size and corporate organizational structure. Include a discussion of the Firm's financial stability, capacity, resources and bonding capabilities. Include this information for any separate Firms included in the proposed Project Team.

Describe at least 3 projects of similar size and complexity in the last 10 years where the Firm has provided CMAR or similar services and provide references addressing the Firm's performance. All provided references should include current contact information (telephone and/or email) for the reference. Also provide the GMP of each project and the total final cost to the Owner.

Criteria 2 (weight 15%) – Firm demonstrates a history in the last 5 years of performing projects in or adjacent to active airfield (taxiways) or ramp area operations where the airfield or ramp areaways were required to remain completely operational throughout construction as Construction Manager or General Contractor and provides satisfactory references addressing the Firm's performance on those projects.

Describe at least 2 projects of similar size and complexity in the last 5 years where the Firm and key members of the proposed team have performed as Construction Manager or General Contractor and references for those projects. All provided references should include current contact information (telephone and/or email) for the reference.

Criteria 3 (weight 20%) – Key individuals in the proposed team, such as Preconstruction Manager, Lead Project Manager, Lead Superintendent demonstrate experience providing CMAR or similar services on projects, and provide satisfactory references related to that experience.

Describe the experience of key Project Team members that illustrates successful experience providing CMAR or similar services on complex phased projects.

Include a project organization chart of key team members, including any subconsultants, to be assigned specifically to this project. Identify the individual who will be empowered to act on behalf of the Firm. If subconsultants are utilized, indicate if a subconsultant is certified by the Charlotte Business INclusion program. Provide a statement of commitment the individuals proposed will be assigned to this project if selected.

Firms shall provide a resume for each proposed key team member. Resumes will not be counted towards the page limit.

Criteria 4 (weight 10%) – Firm demonstrates success in meeting established schedules and budgets, and provides satisfactory references related to that success.

Describe the Firm and key individuals' past success in meeting established schedules and budgets for at least 2 projects in the last 5 years of similar size and complexity as Construction Manager or General Contractor, providing project examples with the GMP and final cost, and initial schedule and actual completion. Describe the methods, procedures and policies used to maintain schedules and budgets.

Criteria 5 (weight 20%) – Firm demonstrates an understanding of the constraints that apply to the project and outlines ideas, approaches and strategies that can result in a successful project under those conditions.

Describe potential strategies for construction of the project in an efficient and cost-conscious manner taking into consideration:

- Potentially performing work while the adjacent taxiway is in use.
- Operating within the restrictions of an FAA 7460 Notice of Proposed Construction which can affect crane use for the project.
- Early procurement strategies to ensure long lead items, such as steel, mechanical, and electrical equipment are available to support the proposed construction schedule.
- Logistical management of construction material and equipment to minimize items stored in the areas of construction through effective scheduling of trades and a well-developed site utilization/logistics plan.
- Management of security to ensure zero prohibited items remain in the area of construction following each day of construction
- Commissioning of Fire Stations and any unique approaches that mitigate risk of Substantial Completion.

Describe the Firm's proposed Construction Manager at Risk methodology and approach, with emphasis on how the above constraints can be addressed and deliver the Project in an effective,

timely, economical and professional manner. Provide a description that illustrates the Firm understands the Airport's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Descriptions should address the following topics:

- A. Describe the Firm's project management and quality control procedures, processes for performance, and past involvement of these types of projects.
- B. Discuss the Firm's management and quality control procedures related to subcontractors.
- C. Preconstruction Services. Describe the Firm's capability and approach to providing Preconstruction services, including cost estimating, constructability review, phasing, scheduling, value engineering and other preconstruction planning. With respect to cost estimating during Conceptual Design, Schematic Design, Design Development and Construction Document design phases, describe the Firm's experience in providing estimates for projects comparable to the Project, and how those estimates compared to the eventual construction costs or GMPs.
- D. Share the Firm's vision of a smooth transition of information from preconstruction team members to construction team members.
- E. Project Procurement. Provide a detailed description of the proposed bid packages and the plan to secure performance on a timely basis. Identify long-lead items and proposed materials that may be difficult or costly to procure and describe the Firm's approach to the management of these procurements. Identify the biggest risks affecting cost-certainty & strategies recommended to reduce these risks.
- F. Project Controls. Describe the Firm's approach, methodology, and project management software used for implementing project controls relating to budget and schedule compliance, with examples of the Firm's experience in successfully constructing or managing comparable facilities that were constructed within the established budget and fulfilled the defined project program.
- G. Site Logistic Plan. Provide the Firm's preliminary site logistic plan generally demonstrating the strategy for completing the Project while describing the Firm's approach to Project site safety management.
- H. Construction Changes and Disputes. Describe the Firm's practices and processes in monitoring and managing construction activities and subcontractor performance so as to minimize requests for change orders from the Construction Manager or subcontractors and avoid or mitigate construction related disputes.
- I. Close-out. Provide a detailed description of the Firm's process for closing out the Project, specifically addressing the amount of time anticipated for the necessary inspections to confirm Final Completion, and the resources that would be dedicated to the close-out process.
- J. Proposed Form of Estimate of Construction Cost. Please provide the form of estimate of

construction cost in the format that the Firm would typically provide as part of its preconstruction services.

- K. State of the Industry. Please provide insight on the Firm's approach to mitigating the current pressures on the construction industry. Provide specific insights on the following:
- a. Supply chain and procurement
 - b. Labor shortages escalation
 - c. Tariffs

Criteria 6 (weight 10%) - Firm demonstrates a history in the last 10 years of managing public bidding procedures; creating and implementing an effective small and minority business diversity plan; bidding, managing and monitoring sub-contract awards to ensure Charlotte Business INclusion ("CBI") goal achievement; and successful overall participation with small and minority owned businesses for specified past projects.

To demonstrate knowledge and experience of the items listed in Criteria 6, Firm should provide a summary of at least 2 publicly bid projects with small and minority business enterprise ("MSBE") participation goals, completed within the last 10 years. Each project summary should include the following information:

- 1) Name, location and cost of the project.
- 2) Brief description of the project.
- 3) The MSBE participation goal(s) set for the project.
- 4) The MSBE participation goal(s) achieved at the completion of the project.
- 5) Number of 1st tier packages bid out.
- 6) Number of MSBE Firms that participated in the project.
- 7) Total dollar amount of final MSBE participation on the project.

In addition, Firm should provide a brief (overall) summary of typical efforts implemented to achieve MSBE participation on their projects. Firms should also identify Project Team members who will ensure compliance with the City's participation requirements.

Firms are further required to provide a statement describing all efforts to secure MBE and SBE participation for the pre-construction phase of this Project. This statement must include, without limitation, the following:

- Identify specific scopes of work to be performed by the MSBE during the preconstruction phase; and
- Identify MBE and SBE vendors proposed to be utilized during the pre-construction phase using CBI Form # 3 (reference **Attachment F**).

Criteria 7 (weight 5%) - Firm and key individuals' litigation and safety history over the last 10 years does not include any instances of proven negligence, fraud, or intentional misrepresentation.

Describe any cases of litigation in the last 10 years for the Firm, a Related Entity, or key individuals on the proposed team, where negligence, fraud, or intentional misrepresentation were alleged, or any judgments were assessed. Describe any claims or disputes with any department or agency of the City of Charlotte over the last 10 years. For purposes of this information, the term “Related Entity” means any parent, subsidiary, affiliate or guarantor of the Firm.

State whether there are any cases pending against the Firm, a Related Entity, or officer of either, that, if adversely resolved, would pose a material risk of insolvency to either the Firm or Guarantor, or materially affect the Firm’s or Guarantor’s ability to perform their obligations. Describe if the Firm or any related entity has a history of bankruptcy or termination of contracts for cause.

The respondent may choose not to include matters that were resolved prior to the time that a subsidiary or affiliate became associated with the parent company, as long as that subsidiary or affiliate will not be involved in the provision of Services to the Airport. The City reserves the right to request additional information to explain any of the above litigation matters.

Describe the Firm’s safety program as it would be applied to this Project and provide evidence of the Firm’s EMR (or each Firm’s EMR in the case of a joint venture proposal)

Criteria 8 (weight 5%) - Firm’s submitted Statement of Qualifications package met all requirements of the Request for Qualifications and was presented in an orderly and succinct form.

The SOQ will be reviewed for compliance with the format and contents requirements set forth in Section 2.4 and Section 3 of this RFQ.

Required Forms do not count in page limits.

3.1 Evaluation Criteria & Process

The City reserves the sole right to select the most qualified Firm or team deemed to be in the best interests of the City. Evaluations will focus on relative strengths, weaknesses, deficiencies and risks associated with the SOQ. The City reserves the right to obtain clarification or additional information from any of the submitting Firms. Firms who submit SOQs will be notified of the selection results in writing. The final recommendation of any selected Firm may be subject to the approval of the Charlotte City Council via the award of the contract(s).

3.2 Failure to Comply with Instructions

The City may choose to exercise the following options for SOQ packages that fail to comply with any requirement of this RFQ: a) assess appropriately during evaluations; or b) deem the SOQ nonresponsive and remove the SOQ from further consideration.

3.3 Modification or Withdrawal of SOQ

Firms may change or withdraw their SOQ at any time prior to the SOQ Due Date by providing written notice to the CMAR Facilitator/RFQ Project Manager via the Unity Construct Bidding Portal. Withdrawal of a SOQ will not preclude a Firm from subsequently submitting a new

SOQ, so long as that new SOQ is properly submitted and received by the City prior to the SOQ Due Date.

3.4 Negotiations and Modification of Contract Documents

The Airport may, at its option, conduct negotiations with the selected Firm regarding any issues pertaining to details of contract performance, methods of construction, timing, assignment of risk in specified areas, pre-construction costs, the proposed CMAR fee, and other matters that may affect cost or quality, provided that the general work scope remains the same and that the field of competition does not change as a result of material changes to the requirements stated in the RFQ. The Airport will make such modifications to the form agreements as it may determine, in the exercise of its sole discretion, to correct any inconsistencies, ambiguities, or errors that may exist in the form agreements, and to clarify contract terms, including technical requirements and Specifications, if any. If, in the Airport's sole discretion, it determines that the highest ranked Firm is not responsive to the negotiation process, or that the parties will be unable to reach a mutually- acceptable agreement, the Airport may terminate negotiations with the Firm. The Airport will then initiate negotiation with the next highest-ranked Firm until the Airport either successfully negotiates an agreement or cancels the procurement. The Airport will make such modifications to the form agreements as it may determine, in the exercise of its sole discretion, to correct any inconsistencies, ambiguities, or errors that may exist in the form agreements, and to clarify contract terms, including technical requirements and Specifications, if any. SUBSTANTIVE MODIFICATIONS PROPOSED BY THE SELECTED FIRM ARE NOT LIKELY TO BE ENTERTAINED DUE TO RESTRICTIVE SCHEDULE REQUIREMENTS OF THE PROJECT.

Upon the Airport's completion of successful negotiations with a Firm, the Airport will schedule the negotiated agreement for review by the Charlotte City Council. If the apparent highest ranked Firm is not able to execute the CMAR agreement within 10 Calendar Days of receipt of the negotiated agreement, or such later date as the Airport may authorize, the Airport may enter into negotiations with the next highest-ranking Firm. The CMAR agreement is not binding on either party until the agreement is awarded by the Charlotte City Council and executed by both parties.

4 Representations, Conditions, and Airport/ City Requirements

4.1 Communications

All communication of any nature with respect to this RFQ shall be addressed to the CMAR Facilitator identified in Section 1.1 of this RFQ. Other than communications through the CMAR Facilitator, Firms and their representatives are prohibited from communicating with elected City officials, City staff, Selection Committee members, project designers or project design sub-consultants 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 the removal of the Firm's SOQ from consideration.

4.2 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 SOQ. Firms must perform their own evaluation and due diligence verification of all information and data provided by the City regarding this RFQ. The City makes no representations or warranties regarding any information or data provided. Firms are expected to promptly notify the CMAR Facilitator in writing to report any ambiguity, inconsistency or error in this RFQ. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error.

4.3 Addenda and Questions & Answers

Firms must submit questions or requests for clarification or information in writing to the CMAR Facilitator by the “Due Date for Questions” stated in **Section 2.1 – RFQ Schedule**. Questions and Answers not addressed through an addendum are solely for informational purposes and do not change any elements or aspects of the RFQ document.

4.4 No Collusion, Bribery 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 sub-consultants, nor any employees of any of the foregoing, has bribed, or attempted to bribe, an officer or employee of the City of Charlotte, or other government official at the state or federal level, in connection with this RFQ.

4.5 Ownership and Public Records Law

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 132.1-2 and 66-152 et seq. SOQs will be reviewed by the Airport’s Selection 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 should be submitted in a separate, sealed envelope marked “Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this Qualification package,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

In providing a SOQ, each Firm agrees that the Airport 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 Firm or other third parties who serve on the Selection Team or who are hired by the Airport to assist in the selection process. Furthermore, each Firm agrees to defend, indemnify and hold harmless the City of Charlotte 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 removed from consideration.

4.6 Cost of SOQ Preparation

The City accepts no liability for the costs and expenses incurred by Firms responding to this RFQ, in preparing responses for clarification, in attending interviews, participating in

contract development sessions, or in attending meetings and presentations required for the contract approval process. Each Firm that enters into the procurement process shall prepare the required materials and submittals at its own expense and with the express understanding that the Firm cannot make any claims whatsoever for reimbursement from the Airport for the costs and expenses associated with the procurement process. The RFQ does not commit the City to pay any costs incurred by the Firm prior to the execution of a final contract.

4.7 City's Reserved Rights and Options

The City's reserves the following rights, which may be exercised at the Airport's sole discretion:

- i. To supplement, amend, substitute, withdraw or otherwise modify this RFQ at any time;
- ii. To request substitutions of any key team member of the selected Firm(s), including staff and sub-consultants;
- iii. To contact any Firm if deemed desirable by the Airport to obtain additional information, including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing;
- iv. To conduct investigations with respect to the qualifications and experience of each Firm;
- v. To waive any defect or irregularity in any SOQ received, or any technicalities or informalities;
- vi. To share the SOQ with City employees other than the Selection Team and other third parties engaged by CLT to participate in the selection process;
- vii. To award all, none, or any part of the scope of work set forth in this RFQ that CLT determines to be in the best interests of the Airport with or without re-solicitation;
- viii. To discuss and negotiate with the selected Firm any terms and conditions in the SOQ, including but not limited to financial terms;
- ix. To enter into any agreement deemed by CLT to be in the best interests of the Airport;
- x. To reject any or all SOQ submitted; and
- xi. To re-advertise for Qualifications using this RFQ or a different RFQ or solicitation.

This RFQ does not constitute an offer by the City. A response to this RFQ shall not be construed as a contract, nor indicate a commitment of any kind. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Firm execute a contract. The City may select the Firm to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute a contract or to continue discussions. The City can terminate discussions at any time and for any reason. A contract between the City and the selected Firm for the work described in this RFQ shall not be legally binding unless and until the Charlotte City Council has formally awarded the contract to the Firm and the contract has been executed in writing by both the City and the Firm.

4.8 Vendor Registration with City of Charlotte

The selected Firm 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.

4.9 Financial Capacity; Insurance Requirements

Interested Firms must have the financial capacity to undertake the work and assume associated liability. The successful Firm will be required to furnish proof of insurance coverage in the minimum amounts specified in the contract documents or as otherwise requested by the City. Firms should anticipate, at a minimum, the following coverage limits:

Professional Services Agreement for Preconstruction:

- Automobile liability in the minimum of \$1,000,000
- Commercial general liability in the minimum amount of \$1,000,000;
- Professional liability in the minimum amount of \$1,000,000;
- Worker's compensation insurance as required by North Carolina statutes.

Construction Contract:

- Automobile liability in the minimum of \$5,000,000
- Commercial general liability in the minimum amount of \$5,000,000; and
- Worker's compensation insurance as required by North Carolina statutes.

The Firm will be required to provide a payment and performance bond for the full amount of the GMP Construction Contract.

4.10 Registration with Secretary of State for North Carolina

Any Firm wishing to be considered for the Services must be properly registered with the Office of the Secretary of State at the time of submission of the SOQ and hold a North Carolina General Construction license. 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 complete the Project.

4.11 Ownership of Work Product

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 Firm pursuant to any contract under this RFQ, including without limitation, the right to copy, use, disclose, distribute, and make derivations of the work for any purpose or to assign such rights to any third party. The work 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 Work to the extent necessary to perform the contract.

4.12 Attempts to Influence the Selection Process

With the exception of written requests for interpretation or clarification submitted to the RFQ Project Manager as described in Section II.B. above, Firms, including any and all persons acting on their behalf, are strictly prohibited from contacting elected or appointed City officials, officers, or employees, on or regarding any matter relating to this RFQ from the time the RFQ is issued until the start of the open business meeting at which City Council is asked to approve the contract between the City and the selected Firm.

4.13 Title VI Solicitation Notice

The City of Charlotte, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Firms that it will affirmatively ensure that any contract entered into pursuant to this RFQ, disadvantaged business enterprises will be afforded full and fair opportunity to submit proposals in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

4.14 City of Charlotte Contractor Development Program (CCDP)

The Contractor Development Program, sponsored by the City of Charlotte – Charlotte Business Inclusion Program is designed to provide guidance to Minority, Women, and Small Business Enterprises (MWSBEs) and NC DOT Disadvantaged Business Enterprises (DBEs) in pursuit of contracting opportunities with the City of Charlotte. The CCDP assists construction related Firms with capacity building and business development as well as obtaining bonding and contract-based finance assistance so that participating Firms are prepared to bid on city projects. For more information and to enroll in the City of Charlotte Contractor Development Program, contact the CCDP at (888) 717-3341 or send an email to ccd@imwis.com, or visit <https://www.charlottenc.gov/Growth-and-Development/CBI/Contractor-Development-Program>.

5 Charlotte Business INclusion Program

In 2013, Charlotte City Council adopted the Charlotte Business INclusion (CBI) Policy to promote diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority and Small Business Enterprises headquartered in the Charlotte Combined Statistical Area (CSA). The CBI Policy is posted at www.charlottebusinessinclusion.com.

A "Construction Management at Risk" project is subject to Part G of the CBI Policy. Minority and small business participation is required for the Pre-construction Phase as well as the Construction Phase.

Firms are highly encouraged to consider any and all possibilities for MBE and SBE participation. A complete list of City certified MBEs and SBEs is available at <https://charlotte.diversitycompliance.com> by clicking the "Search Certified Directory" tab.

The City will negotiate CBI participation goals with the selected Firm. The goal for the Pre-construction Phase and Construction Phase will be negotiated separately. Prior to award of the Construction Phase contract, the Firm and the City will develop and agree on a Participation Plan that defines subcontracting goals, including the outreach and other efforts the Firm will undertake to meet the subcontracting goals.

The CBI participation goal may, at the City's determination, be an MBE goal, an SBE goal, or a hybrid MBE/SBE goal requiring participation of both MBEs and SBEs at specified

percentages.

Please note, an established SBE goal can only be met with City of Charlotte certified SBEs. An MBE goal can only be met with City of Charlotte registered MBEs that have been certified as Historically Underutilized Businesses by the State of North Carolina, who have an ethnic designation of African American (for the Pre-Construction phase) or African American, Hispanic, or Native American (for the Construction phase).

Entities Certified In Multiple Categories. In measuring Project Goal attainment, a Firm that is certified as both an SBE and MBE will no longer be counted in both the SBE category and the applicable MBE category.

The **Charlotte CSA consists of the following 13 counties:** In North Carolina: Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Union, and Stanly. In South Carolina: Chester, Lancaster, and York.

After award and during the course of the project, the selected Firm will be required to report all payments to Firms participating on the project (both certified and non-certified) in the City's Inclusion system: <https://charlotte.diversitycompliance.com> . The selected Firm will also be required to provide quarterly achievement reports toward the participation goal(s).

The negotiated CBI participation goal(s), the CBI Policy, and the Participation Plan will be made part of the selected Firm's agreement with the City.

ATTACHMENT A



**ARFF Station 47 Southern Elevation
Rendering**

ATTACHMENT A (continued)



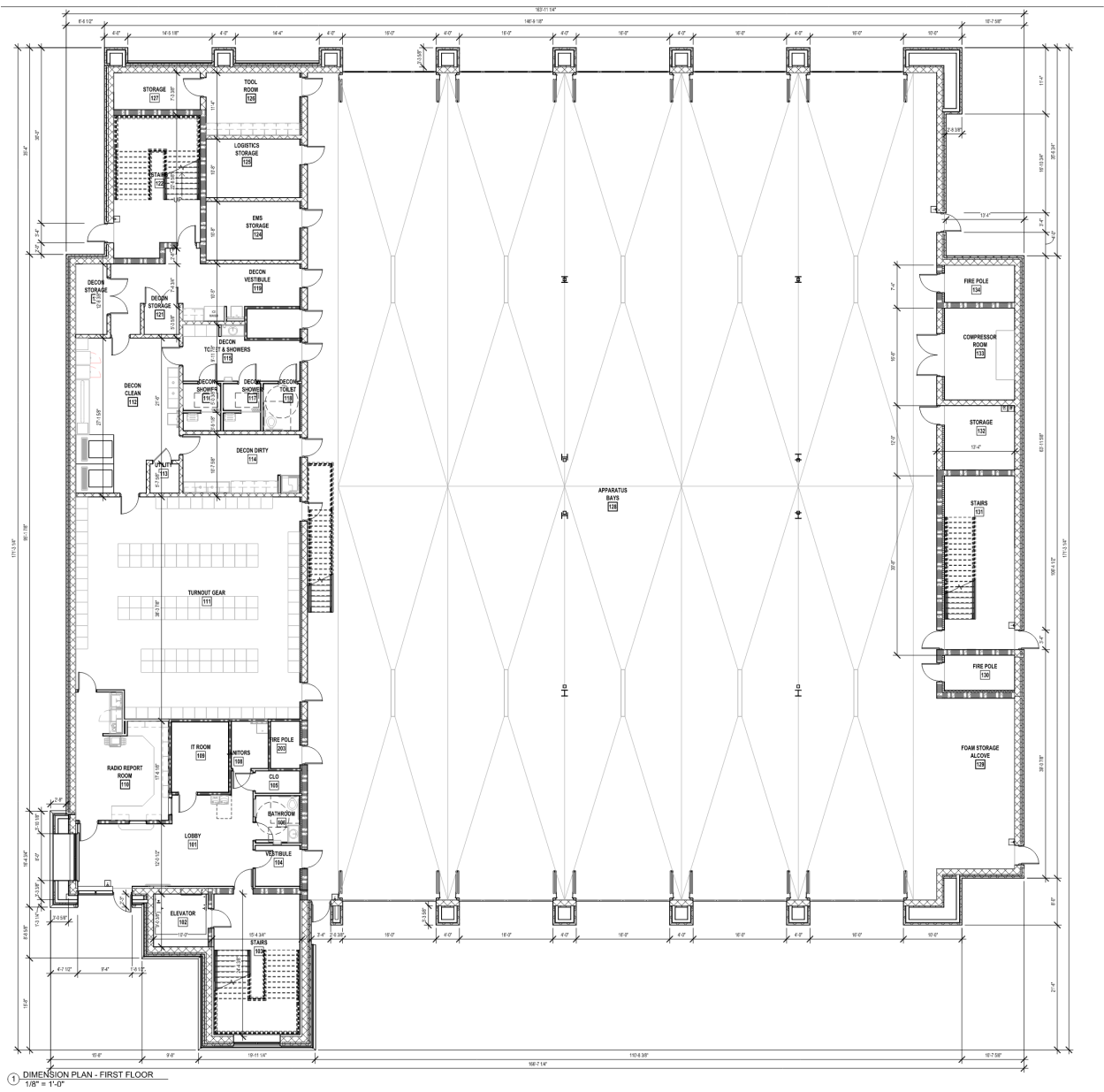
ARFF Station 47 Northern Elevation Rendering

ATTACHMENT A (continued)



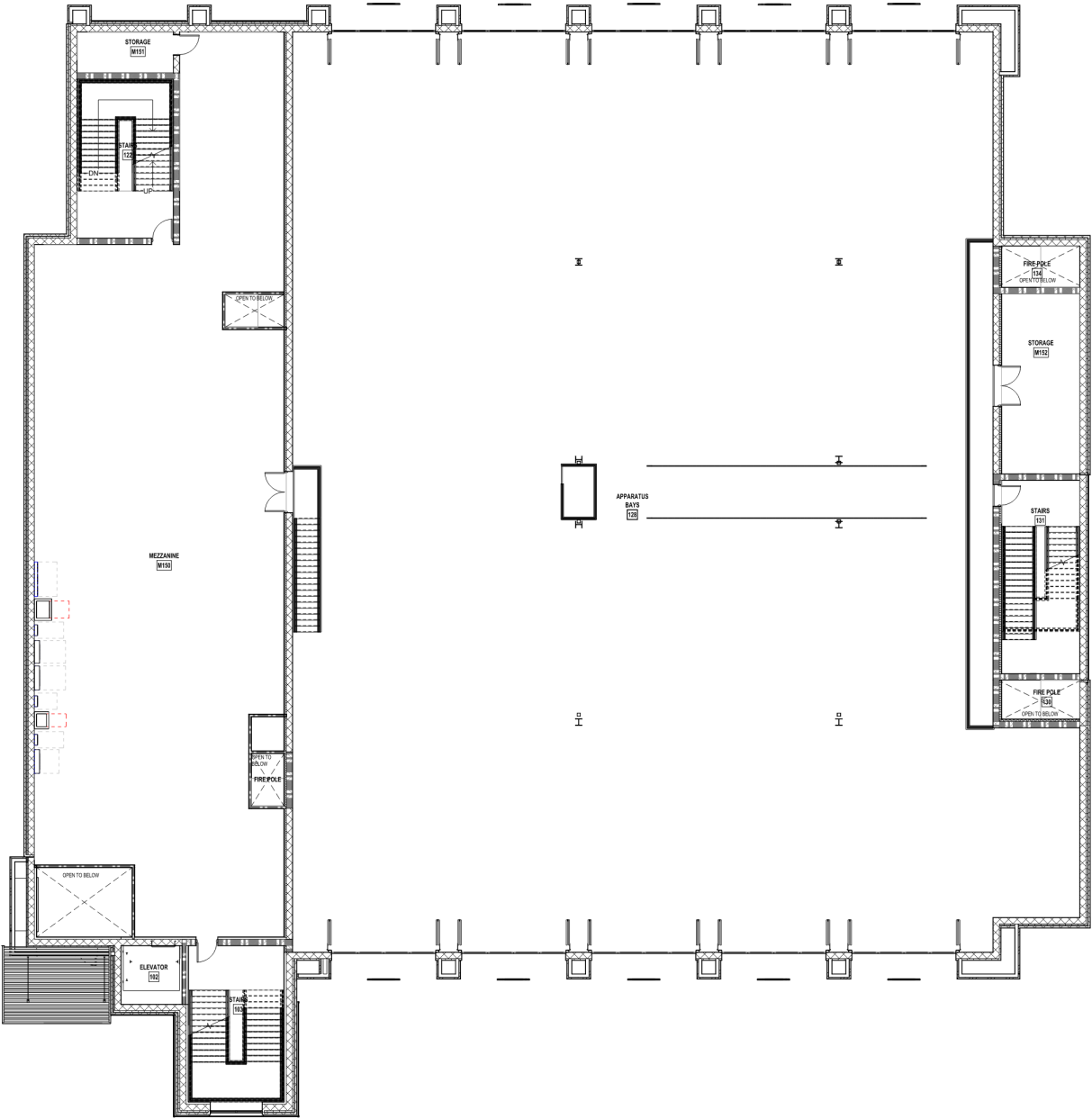
ARFF Station 47 Site Plan

ATTACHMENT A (continued)



ARFF Station 47 First Floor

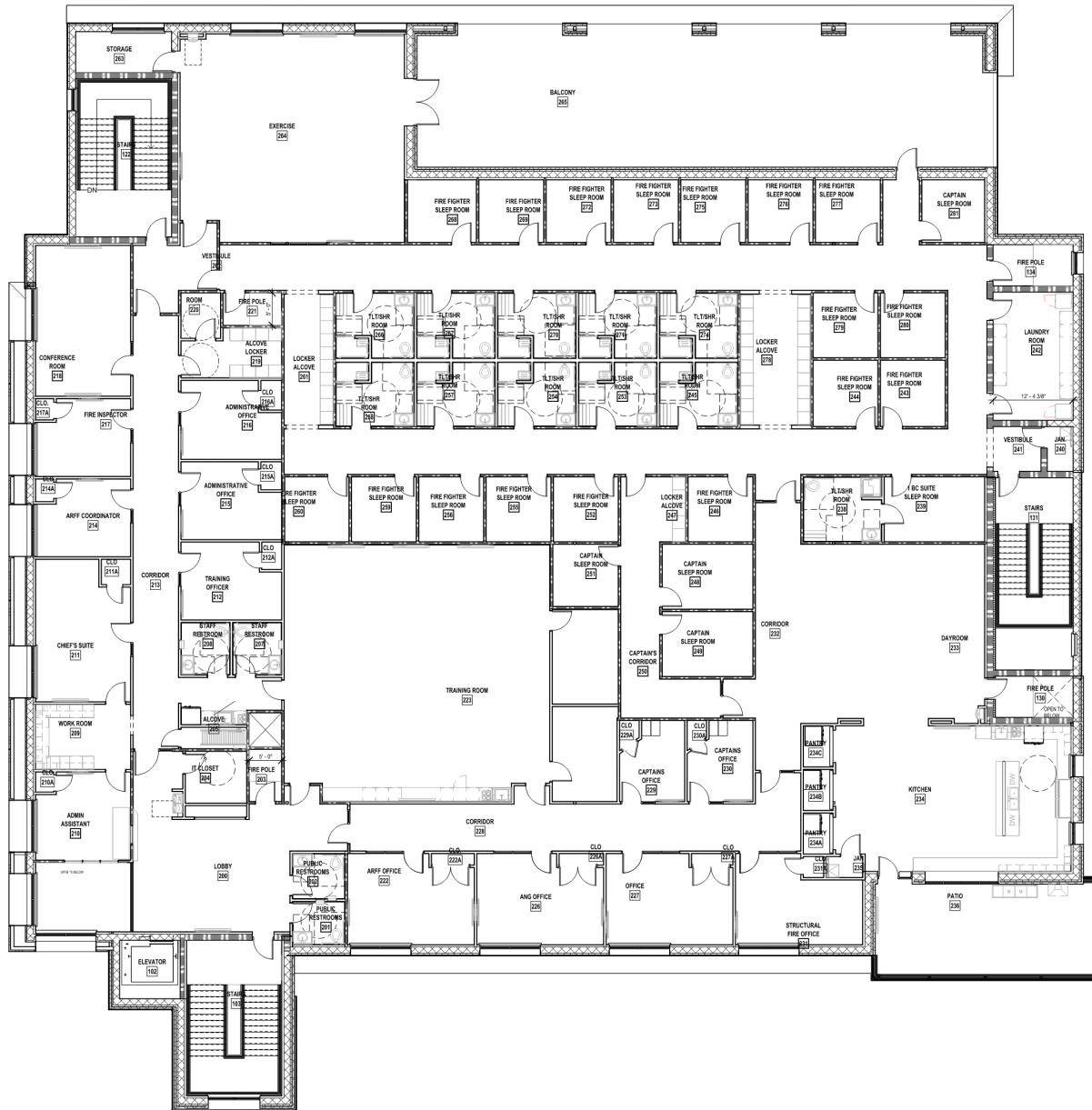
ATTACHMENT A (continued)



① DIMENSION PLAN - MEZZANINE
1/8" = 1'-0"

ARFF Station 47 Mezzanine Floor

ATTACHMENT A (continued)



1. DIMENSION PLAN - SECOND FLOOR
1/8" = 1'-0"

ARFF Station 47 Second Floor

ATTACHMENT B-1 –FORM OF PROFESSIONAL SERVICES AGREEMENT FOR PRECONSTRUCTION

See “Attachment B-1 Form of Professional Services Agreement for Preconstruction” document uploaded to the Unity Construct Bidding Portal, which is incorporated herein by reference.

ATTACHMENT B-2 – FORM OF CONSTRUCTION CONTRACT

See “Attachment B-2 Form of Construction Contract” and “CMAR Project Manual Contract Conditions and Forms” documents uploaded to the Unity Construct Bidding Portal, which is incorporated herein by reference.

ATTACHMENT C – PREQUALIFICATION POLICY FOR BIDDERS ON CONSTRUCTION PROJECTS

CITY OF CHARLOTTE

PREQUALIFICATION POLICY FOR BIDDERS ON CONSTRUCTION PROJECTS

(October 26,
2015)

A. General

This Prequalification Policy is in effect for all prequalification of bidders on construction or repair projects let by the City. The Prequalification Policy applies to separate-prime, single-prime and dual bidding delivery methods and to first-tier subcontractors under construction management at risk contracts. The City is not required to prequalify bidders for a particular project, however, a bidder shall not be allowed to submit a bid on a construction project subject to prequalification unless the bidder has been prequalified in accordance with the Prequalification Policy. The prequalification of a bidder shall not preclude the City from subsequently concluding that the bidder is not the lowest responsible, responsive bidder under applicable law. Prequalification of a bidder for a project shall only apply to the individual project. The City designates the Contracts Officers Community of Practice (COCOP) group to administer the Prequalification Policy.

All construction and repair contracts shall be awarded to the lowest responsive and responsible bidder, taking into consideration quality, performance, and the time specified in the bids for the performance of the contract. Prequalification is prohibited for contracts for architectural, engineering, surveying, construction management at risk services, design-build services, and public-private partnership construction services.

B. Governing Law (Session Law 2014-42; N.C. Gen. Stat. §143-135.8)

The prequalification law requires the governing body of the governmental entity to “adopt an objective prequalification policy applicable to all construction or repair work prior to the advertisement of the contract for which the governmental entity intends to prequalify bidders.” This Council-adopted policy satisfies this requirement for the City. Specifically, prequalification is defined as, “a process of evaluating and determining whether potential bidders have the skill, judgment, integrity, sufficient financial resources, and ability necessary to the faithful performance of a contract for construction or repair work.” If the City opts to prequalify bidders, bids submitted by any bidder not prequalified shall be deemed nonresponsive and shall be rejected accordingly.

Pursuant to G.S. 143-128.1, a construction manager at risk under contract with the City shall use the process outlined in this Prequalification Policy for prequalification and acceptance of bids of first-tier subcontractors. The construction manager at risk and the City shall jointly develop the assessment tool and criteria for that specific project, including the prequalification scoring values

and minimum required score for prequalification on that project.

C. Requirements for Prequalification Criteria Form and Assessment

1. Uniform, consistent, and transparent in its application to all bidders.
2. All bidders who meet the prequalification criteria to be prequalified are allowed to bid on the construction or repair work project.
3. Criteria must be rationally related to construction or repair work.
4. The bidder is not required to have been previously awarded a construction or repair project by the City.
5. Bidders are permitted to submit history or experience with projects of similar size, scope or complexity.
6. Assessment process of prequalification is stated in this policy.
7. A process for a denied bidder to protest is stated below in this policy.
8. A process for notifying a denied prequalified bidder is stated below in this policy.

D. Application Process

1. **Prequalification Committee** – The City department administering the project, and construction manager at risk when utilized, shall agree upon the members of the project's prequalification committee. The project prequalification committee will review and score prequalification applications submitted by bidders and will determine whether each bidder is prequalified for the project.
2. **Review of Application** – The prequalification committee shall use objective assessment criteria and a prequalification application developed for the project. The prequalification application shall, at a minimum, include the following assessment criteria: organizational structure; classification; project-specific experience; financial history; litigation/claims; capacity; and legal authorization. The prequalification committee shall approve or deny applications in accordance with the assessment criteria and scoring system established for the project.
3. **Notice of Decision** – All bidders that submitted prequalification applications shall be promptly notified by e-mail of the prequalification committee's decision. Notices of denial should include an explanation for the denial. Notices of decision shall be sent within three (3) business days of the prequalification committee's decision.

E. Appeals Procedure

1. **Appeal** – A bidder denied prequalification may protest the prequalification committee's decision by filing a written appeal via hand-delivery or e-mail to the City department head administering the project or his/her designee (Appeal Representative) within three (3) business days of receiving the notice of decision that the bidder has been denied prequalification. The Appeal Representative shall not be a member of the prequalification committee. The date of receipt of the notice of decision shall be deemed to be the date the notice of decision was emailed to the bidder.

The written appeal shall clearly articulate the reasons why the bidder is contesting the denial (i.e., explains how the bidder satisfied all assessment criteria in its prequalification

application) and attach all documents supporting the bidder's appeal. The Appeal Representative may contact the bidder for additional information prior to ruling on the appeal, but is not required to do so. The Appeal Representative must notify the denied bidder of his/her final decision on the appeal in writing before the advertisement of the project. In the event the Appeal Representative is unable to review the appeal within this timeframe, he/she may designate another Appeal Representative who is not a member of the prequalification committee to decide the appeal. If the Appeal Representative is satisfied that the bidder should be prequalified, the bidder shall be notified via email that it is prequalified to bid on the project and allowed to participate in the bid process. If the Appeal Representative upholds its denial, the bidder shall be promptly notified in writing via e-mail.

2. **Decision on Appeal** – The decision of the Appeal Representative on the appeal shall be final, and the bidder shall be promptly notified of the decision via email.
3. **General Rules for Protests and Appeals** – Bidders submitting prequalification applications shall be provided an e-mail address for communication with the City and/or construction manager at risk during the appeal process. The bidder shall provide at least two (2) e-mail addresses for use by the City and/or construction manager at risk in communicating decisions regarding an appeal with the bidder. In the event the Appeal Representative is unable to render a decision on the appeal prior to the advertisement date, the bidder shall be allowed to submit a bid on the project subject to a final decision on the appeal. Bids received from bidders who have been disqualified shall not be opened and shall be returned to the bidder. A bidder's failure to comply with any requirements of the appeals procedures under this Prequalification Policy shall result in the bidder's appeal being denied.

CERTIFICATION

I, Emily A. Kunze, Deputy City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of the City of Charlotte Prequalification Policy for Bidders on Construction Projects, adopted by the City Council of Charlotte, North Carolina, in regular session convened on the 26th day of October, 2015, the reference having been made in Minute Book 139.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 26th day of October, 2015.



A handwritten signature in cursive script that reads 'Emily A. Kunze'.

Emily A. Kunze, Deputy City Clerk

ATTACHMENT D - SOQ COVER SHEET

Construction Manager at Risk Services For Charlotte Douglas International Airport – ARFF Station 47

Company Full Legal Name:	
Contact Person for RFQ Process:	
Address:	
City/State/Zip:	
Telephone Number:	
Email Address:	
NC Contractor License Number and Expiration Date:	
The person executing the SOQ, on behalf of the Company, being duly sworn, solemnly swears (or affirms) that neither he/she, nor any official, agent or employee of the Company has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any SOQ or contract, that the Company has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Company intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company. Submission of a response to this RFQ constitutes certification that the Company and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or City. Submission is also agreement that the City will be notified of any change in this status. NC General Statute 133-32 and City Policy prohibit any gift from anyone with a contract with the City, or from any person seeking to do business with the City. By execution of this SOQ, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. The information contained in this qualification package, including its forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. This qualification package includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.	
Represented and Warranted By (Signature):	
Printed Name and Title:	
Date Signed:	

EXCEPTIONS

All Work pursuant to this RFQ must be provided in strict conformance with the terms, conditions, plans, and specifications set forth in the RFQ (including any addenda, change orders, or amendments). Exceptions representing material changes to the RFQ's terms (including the form Contract) may be grounds for rejection of the SOQ. For each exception listed below include the relevant page number and section of the RFQ. If none, state "None". Use additional sheets if necessary.

Page & Section Number	Section Title	Exception and Proposed Change

ATTACHMENT E – COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project:	Construction Manager at Risk Services for ARFF Station 47
Project Number:	26-01
Firm:	

The undersigned Proposer hereby certifies and agrees that the following information is correct:

In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned discrimination, as defined in Section 2 below.

For purposes of this form, *discrimination* means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, supplier or commercial customer on the basis of a person's race, color, gender, religion, national origin, ethnicity, age, familial status, sex (including sexual orientation, gender identity and gender expression), veteran status, pregnancy, natural hairstyle or disability, or any otherwise unlawful form of discrimination. Without limiting the foregoing, *discrimination* also includes retaliating against any person or other entity for reporting any incident of discrimination.

- Without limiting any other remedies that the City may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the qualification package submitted with this certification and terminate any contract awarded based on such qualification package. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Proposer to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.
- As a condition of contracting with the City, the Firm agrees to promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation and selection of sub-consultants and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the qualification package and to terminate any contract awarded on such qualification package. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Firm to any remedies that are allowed thereunder.
- As part of its qualification package, the Firm shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Firm in a legal or administrative proceeding alleging that the Firm discriminated against its sub-consultants, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
- As a condition of submitting a qualification package to the City, the Firm agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

By: _____

Signature of Authorized Official

Title: _____ Date: _____

ATTACHMENT F – CHARLOTTE BUSINESS INCLUSION PROGRAM FORM #3

CBI FORM 3: Subcontractor / Supplier Utilization Commitment (page 1 of 2)

This form **MUST** be submitted at the time of Proposal Submission Date. *Copy this Form as needed.*

*This form (CBI Form 3), captures information regarding the M\SBEs and other subcontractors and suppliers that the Proposer intends to use on the Contract **FOR ALL TIERS.***

Firm Name:			
Contract Name:	Concourse A Expansion Phase 2		
Project N°:		Established MSBE Goal:	<u>To Be Negotiated</u>

List below all **MSBEs** that you intend to use for the Pre-Construction Phase.

MSBE Vendor Name (Specify Certification type for each Firm)	Description of work	NIGP Code	Vendor #	Total Projected Utilization (\$)
				N/A
				N/A
				N/A
				N/A
				N/A

List below all **non-MSBEs (subconsultants and suppliers)** that you intend to use for the Pre- construction Phase

Firm Name	Description of work	NIGP	Vendor #	Projected Utilization (if known)(\$)
				N/A
				N/A
				N/A
				N/A

CBI FORM 3: Subcontractor / Supplier Utilization Commitment (page 2 of 2)

Letters of Intent submitted upon notice from the City

Within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Proposers must submit a separate Letter of Intent (**CBI Form 4**) for each MSBE it commits to use to meet the Contract goal. Each Letter of Intent must be executed by both the MSBE and the Proposer. The City shall not count proposed MSBE utilization for which it has not received a Letter of Intent by this deadline.

Adding subcontractors or suppliers after submitting this form

Nothing in this certification shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per Part D of the CBI Policy, you must comply with the following:

- You must maintain the level of MSBE participation committed throughout the duration of the Contract, except as specifically allowed in Part D.
- If you need to terminate or replace an MSBE, you must comply with Part D, Section 5.
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as being subcontracted, then you must comply with Part D, Section 6.
- A Letter of Intent (**CBI Form 4**) must also be submitted for each MSBE you add subsequent to contract award.

All Subcontractors and Suppliers must be registered with the City of Charlotte.

Pursuant to the City's Vendor Registration Policy, each subcontractor or supplier (non-MSBE and MSBEs) that you use on this contract must be registered in the City's vendor database. You will need to provide the vendor number for each subcontractor or supplier used on this contract as a condition for receiving payment on this Contract.

Per Part C, Section 3.3, a Regular Dealer as defined in the CBI Policy shall only count 60% of all expenditures towards the MSBE Goal. In addition, a Hauler, Broker, or Packager shall only count fees or commissions charged by the MSBE toward the MSBE Goal. The Bidder is still obligated to pay the MWSBE the full amount listed on the Contract with the MSBE regardless of what percentage is actually counted towards the MSBE Goal.

Signature.

Your signature below indicates that the undersigned Firm certifies and agrees

that: (a) It has complied with all provisions of the CBI Policy; and,

(b) Failure to properly document such compliance in the manner and within the time periods established by the CBI Policy shall constitute grounds for rejection of your proposal.

Signature of Authorized Official

Printed Name

Title

Submittal Date

ATTACHMENT G – PROJECT PLANS AS OF AUGUST 5, 2025

See “Attachment G ARFF Plans NFC” document uploaded to the Unity Construct Bidding Portal, which is incorporated herein by reference.

ATTACHMENT H – PROJECT CIVIL SITE PLAN AS OF AUGUST 5, 2025

See “Attachment H Civil Site Plan NFC” document uploaded to the Unity Construct Bidding Portal, which is incorporated herein by reference.