



REQUEST FOR QUALIFICATIONS

FOR

**LAND DEVELOPMENT
CONSULTANT SERVICES**

RFQ NO. AVIA 26-36

DATE: August 10, 2026

I. SOLICITATION OVERVIEW

A. INVITATION TO SUBMIT QUALIFICATIONS

Pursuant to this Request for Qualifications (“RFQ”), Charlotte Douglas International Airport (“CLT” or “Airport”), which is owned and operated by the City of Charlotte, North Carolina, is seeking statement of qualifications (“SOQ”) from qualified and experienced firms (individually or collectively referred to as “Firm” or “Company”) interested in providing Land Development Consultant Services for the Airport (the “Services”). The Scope of Services is attached hereto as **Exhibit A**.

The Services will be governed by a professional services agreement, a form copy of which is included as **Exhibit F** (the “Agreement”). Firms are advised to carefully read and review the Agreement as they prepare their SOQs in response to this RFQ. CLT reserves the right to revise the terms of the Agreement at any time during the RFQ process and to negotiate different terms with the selected Firm.

Firms are encouraged to also carefully review all sections of this RFQ including all attachments and exhibits as they prepare their SOQs. Failure to comply with the terms, conditions and requirements of this RFQ may result in disqualification of the Firm in the sole discretion of CLT. Firms will only be eligible for Services if their SOQs clearly include the experience necessary to complete the general duties for the specific type of projects set forth in Exhibit A or other substantially similar projects.

B. RFQ EXHIBITS

The following exhibits are attached to this RFQ and made part hereof:

Exhibit A	Scope of Services
Exhibit B	Sample Task Order Document (TOD)
Exhibit C	CBI Program Instructions and CBI Form #3
Exhibit D	City Non-Discrimination Certification
Exhibit E	Sample Services Agreement

C. RFQ SCHEDULE

DATE	ACTIVITY (All times are EST)
August 10, 2026	Issue RFQ.
August 18, 2026	Deadline for Submission of Written Questions <u>prior to Pre-Submittal Meeting</u> at 5pm EST.
August 26, 2026	Non-Mandatory Pre-Submittal Meeting. This meeting will be held virtual only via Microsoft Teams at 9:30 am. Be sure that the appropriate software is downloaded prior to the meeting, if necessary. The Microsoft Teams Meeting information is below: Join: https://teams.microsoft.com/meet/25874265159962?p=nLEU1kkwqHUPxl1jaz

	Meeting ID: 258 742 651 599 62 Passcode: H8Kp6oT2 Dial in by phone +1 872-256-4172 ..659553289# United States, Chicago Phone conference ID: 659 553 289#
September 1, 2026	Deadline for Submission of Written Questions at 5 pm EST.
September 16, 2026	Statement of Qualifications are due at 2 pm EST.
September 24, 2026	Evaluation (tentative).
Week of October 12, 2026	Interviews (if deemed necessary, tentative).
December 14, 2026	Council approval of contract(s).
January 2027	Estimated Start Date.

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

D. CHARLOTTE BUSINESS INCLUSION (“CBI”) PROGRAM

The City has a long history of creating and implementing strategies to support and encourage local business growth. In 2013, the City adopted the CBI Program to promote diversity, inclusion, and local business opportunities in the City’s contracting and procurement process for Small Business Enterprises (“SBEs”).

For this RFQ, the City will negotiate an SBE participation goal (“CBI Goal”) with the selected Firm. The CBI Goal will be made part of the selected Firm’s Agreement. Firms are required to complete and attach CBI Form #3 – Utilization Commitment to their SOQ. **Please note, CBI Form #3 is the ONLY CBI form that should be attached to the SOQ.**

The selected Firm will be required to submit CBI Form #4 – Letter of Intent for each SBE the selected Firm commits to use to meet the CBI Goal. Letters of Intent are due no later than three (3) business days from the time they are requested by CLT, unless otherwise agreed by the parties. During the term of the Agreement, the selected firm shall be required to submit CBI Form #6 – Payment Affidavit with each invoice submitted to CLT for payment.

CBI Compliance Instructions and a form copy of CBI Form #3 are attached to this RFQ as **Exhibit C**.

The following information is available at the CBI website at www.charlottebusinessinclusion.com:

- A complete copy of the CBI Program;

- A complete list of registered SBEs; and
- Copies of all CBI forms.

E. TITLE VI SOLICITATION NOTICE

CLT, 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 request and will not be discriminated against on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

F. FEDERAL FAIR LABOR STANDARDS ACT SOLICITATION NOTICE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

II. RFQ SELECTION PROCESS

A. POINT OF CONTACT

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

RFQ Project Manager – Johnella Williams
Email: johnella.williams@cltairport.com

Information related to this RFQ, including any addenda, will be posted to eBuilder Bid Portal using the link below. Written request for clarification must be submitted electronically through the eBuilder Bid Portal Q&A Board:

<https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=3e981f6d-6583-4b66-8c24-1b1a7f0eb377&bidpackageid=00c88226-0062-48da-aa3b-765b4c983045>

B. INTERPRETATION AND ADDENDA

No interpretation or clarification regarding this RFQ will be made verbally to any Firm. Requests for interpretation or clarification must be submitted electronically to the RFQ Project Manager. When submitting a request for interpretation or clarification, firms are encouraged to reference the RFQ page and topic number pertinent to the question(s). All questions must be submitted no later than the date and time

stated in the RFQ Schedule as the deadline for submission of questions. Any questions received after that time will not be addressed.

Interpretations, clarifications and supplemental instructions from CLT will be in the form of a written addendum, which will be posted to the Ebuilder site. See the link in this document.

Only the written interpretations, clarifications or supplemental instructions set forth in the posted addenda shall be binding, and Firms are warned that no other source is authorized to give information concerning, explaining or interpreting this RFQ.

C. 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.

CLT reserves the right to disqualify any Firm who contacts a City or CLT official, employee, representative, contractor, or agent concerning this RFQ other than in accordance with this section.

D. RFQ ACKNOWLEDGMENT

Firms shall thoroughly examine and become familiar with this RFQ, including forms, attachments, exhibits and any addenda that may be issued. The failure or the neglect of a Firm to receive or examine any RFQ document shall in no way relieve it from any obligation with respect to its SOQ or the obligations that flow from the submission and selection of an RFQ. No claim based upon a lack of knowledge or understanding of any provision of this RFQ shall be allowed.

E. SELECTION CRITERIA AND MINIMUM REQUIREMENTS

Upon review and evaluation of all qualifying SOQs, including any interviews that the CLT may require, the Evaluation Committee will select and recommend the Firm or Firms that, in its sole judgment, is most responsive in meeting the requirements and objectives of this RFQ as set forth below.

1. Relevant Experience & Qualifications, and Airport Development Expertise

Demonstrated experience providing land use planning, real estate development, advisory, market analysis, and development strategy services for airports, public agencies, or similarly complex land portfolios. Evaluations will also consider the firm's understanding of airport land development requirements, FAA regulations, fair market value compliance, land use compatibility, airspace considerations, land release processes, and other applicable regulatory requirements.

2. Market Analysis, Development Strategy, and Strategic Planning

Strength of the firm's approach to market analysis, economic development alignment, target industry identification, highest and best use evaluations, site readiness assessments, development prioritization, infrastructure considerations, phasing, implementation planning, and strategies to maximize long-term value and revenue generation.

3. Development Financial Feasibility and Financial Advisory Capability

Demonstrated experience with development financial feasibility analysis, pro forma review,

financial modeling, incentive strategies, funding mechanisms, risk analysis, and transaction structuring, including ground leases and public-private partnerships.

4. Stakeholder Engagement and Partnership Development

Experience engaging in public agencies, private industry, educational institutions, and economic development organizations to support project objectives and facilitate implementation.

5. Project Team & Capacity

Qualifications, experience, availability, and organizational capacity of the proposed project team, including key personnel and subconsultants. Provide an organizational chart of key personnel and all subconsultants with their key personnel.

6. Charlotte Business INclusion (CBI) Program

Provide a description of the Firm's proposed plan to comply with the CBI Program. The Firm is required to submit a CBI Form #3 for each proposed SBE subcontractor that will participate in the Work.

7. Quality of Submittal and Overall Value

Demonstrated understanding of CLT's objectives, quality of the proposed approach, responsiveness to the RFQ requirements, and overall value provided to the Airport.

F. EVALUATION COMMITTEE AND AWARD OF CONTRACT

An Evaluation Committee will review all SOQs. As part of the evaluation process, the Evaluation Committee may engage in discussions with any Firm to determine in greater detail the Firm's qualifications and to learn about the Firm's proposed method of performance of the Work.

CLT may in its discretion schedule follow-up interviews with one or more Firms. During such interviews, Firms will be required to present their qualifications and to respond in detail to any questions posed by the Evaluation Committee. Firms will be notified in advance of the time and format of such interviews.

The Evaluation Committee will consider all relevant materials and information in making its selection. The Evaluation Committee will select and recommend the Firm that it determines, in its sole discretion, is best able to provide the Work.

CLT will inform the selected Firm that it has been selected, subject to final agreement between CLT and the Firm on all terms and conditions of the Agreement. Upon Firm's execution of the Agreement, the Aviation Director may submit it to City Council for approval. If CLT and the selected Firm are unable to agree on the final terms, the selected Firm will be excused from further consideration and CLT may, at their option, select another Firm.

The City Council may, in its sole and absolute discretion, accept or reject the recommendation of the Evaluation Committee, Agreement, and supporting ancillary documents. The City shall have no obligations under this RFQ until City Council has formally approved the award of the Agreement to the selected Firm and the Agreement has been executed by both parties.

G. CONSENT TO INVESTIGATE

The selection of the Firm will be based on a thorough investigation of the proposals submitted in response to this RFQ. As part of the selection process, CLT may request that Firms provide additional information, including without limitation, financial records, certified bank statements or other company records relevant

to the Evaluation Committees review of the proposals. By submitting an SOQ, each Firm consents to any investigation CLT deems necessary.

H. DISQUALIFICATION OF SUBMITTAL

Without in any way limiting CLT's right to reject any or all SOQs, Firms are advised that any of the following may be considered as sufficient cause for the disqualification of a Firm and the rejection of an SOQ: (i) failure to meet the eligibility requirements set forth in the Scope of Work; (ii) submission of more than one SOQ by an individual, firm, partnership or corporation under the same or different names, including the names it does business under; (iii) evidence of collusion among Firms; or (iv) improper communication as described in Section II. B. SOQs will be considered irregular and may be rejected for omission, alterations of form, additions not called for, conditions, limitations, unauthorized alternate proposals or other irregularities of any kind. All of the foregoing notwithstanding CLT reserves the right to waive any irregularities in its sole discretion.

III. SUBMITTAL FORMAT AND SUBMISSION REQUIREMENTS

A. SOQ FORMAT

CLT desires all SOQs to be identical in format in order to facilitate the evaluation process. Failure to comply with the format requirements set forth herein may result in rejection of the SOQ. SOQs must be structured as follows:

1. Cover Page should state the firm name and reference this RFQ.
2. Cover Letter, at a minimum, should include:
 - a. Contact information for the firm representative who will negotiate scope and fee.
 - b. Execution by a firm representative authorized to legally bind the firm. Name and email address
 - c. Acknowledgement of addenda, if any.
3. A description of how the firm meets each of the Selection Criteria identified in Section II.E. above. Please organize this section of the RFQ clearly and completely address **in the order** of each of the selection criteria described in Section II.E.
4. CBI Form # 3 should be submitted for this section, stating the SBE company(s) that company intends to use and a description of the scope of work for each SBE company identified, EXCLUDING % or dollar values. See Exhibit C
5. CBI Program Instructions and CBI Form #3, See Exhibit C
6. City Non-Discrimination Certification, See Exhibit D

**** CBI Form #3 and the City Non-Discrimination Certification shall be attached to the SOQ. All forms need to be signed. ****

B. SUBMISSION REQUIREMENTS

Firms must submit ONE (1) electronic version 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 eBuilder eBidding Portal using the following link:

<https://gateway.app.e-builder.net/app/bidders/landing?accountid=80fe0a4a-0c8f-4fcd-ac93-cc9db65522cb&projectid=3e981f6d-6583-4b66-8c24-1b1a7f0eb377&bidpackageid=00c88226-0062-48da-aa3b-765b4c983045>

All SOQs shall not exceed thirty-five (35) pages double sided for total of Seventy (70) in 8 1/2" x 11" format, exclusive of cover pages, tab pages, and required forms, with all standard text no smaller than twelve (12) points. Failure of the firms to organize the information required by this RFQ as outlined herein may result in CLT, at its sole discretion, deeming the Firm non-responsive to the requirements of this RFQ. The Firm, however, may reduce the repetition of identical information within several sections of the SOQ by making the appropriate cross-references to other sections of the SOQ. **Appendices shall not be allowed.**

C. WITHDRAWAL OF SOQ; CORRECTION OF ERRORS

Withdrawal of an SOQ may occur at any time prior to the submission deadline as set forth in the RFQ Schedule above, by written request, sent by email to the RFQ Project Manager. A request for withdrawal will not be effective until CLT has confirmed, in writing, the receipt of such request. A request to withdraw an SOQ by telephone or facsimile shall not be considered a valid request to withdraw an SOQ. Withdrawal of an SOQ by a Firm will not preclude the Firm's re-submission of a revised RFQ on or before the submission deadline.

If Firm desires to amend a submitted SOQ before the submission deadline, Firm must follow the withdrawal procedures described in this Section and resubmit the amended SOQ on or before the submission deadline. Where there are corrections prior to submission, the Firm's representative signing the SOQ must initial erasures or other corrections in the SOQ. The Firm further agrees that in the event of any obvious errors, CLT reserves the right to waive such errors in its sole discretion.

D. SUBMITTAL TERMS FIRM AND IRREVOCABLE

The signed SOQ shall be considered a firm offer on the part of the Firm. All SOQ responses (including all statements, claims, declarations, prices and specifications in the SOQs) shall be considered firm and irrevocable for purposes of contract negotiations unless specifically waived in writing by CLT. The selected Firm should be prepared to have its SOQ and any relevant correspondence or documentation incorporated into the Agreement, either in part or in its entirety, at CLT's election. Any false or misleading statements found in the SOQ are grounds for disqualification of the Firm and termination of the Agreement.

This RFQ does not constitute an offer by CLT. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of CLT unless CLT and the Firm execute the Agreement following award of such agreement by the City Council.

IV. RFQ TERMS AND CONDITIONS

A. CLT's RIGHTS AND OPTIONS

CLT reserves the following rights, which may be exercised at CLT's sole discretion:

- i. To supplement, amend, substitute, withdraw or otherwise modify this RFQ at any time;
- ii. To issue additional requests for information;
- iii. To require a Firm to supplement, clarify or provide additional information in order for CLT to evaluate its SOQ;
- 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;
- vi. To share the SOQs with City and/or CLT employees other than the Evaluation Committee as deemed necessary;
- vii. To award all, none, or any part of the scope of work set forth in this RFQ that is in the best interest of CLT with or without re-solicitation;
- viii. To discuss and negotiate with selected Firm(s) any terms and conditions in the SOQs;
- ix. To enter into any agreement deemed by CLT to be in the best interest of CLT;
- x. To reject any or all SOQs submitted; and
- xi. To re-advertise for proposals using this RFQ or a different RFQ or solicitation.

B. ACCURACY OF RFQ AND RELATED DOCUMENTS

CLT assumes no responsibility for conclusions or interpretations derived from the information presented in this RFQ or otherwise distributed or made available during this selection process. In addition, CLT will not be bound by or be responsible for any explanation, interpretation or conclusions of this RFQ or any documents other than those provided by CLT through the issuance of addenda. In no event may a Firm rely on any oral statement in relation to this RFQ.

Should a Firm find discrepancies or omissions in this RFQ or any other documents provided by CLT, the Firm should immediately notify CLT of such discrepancy or omission in writing, and a written addendum may be issued if CLT determines clarification necessary. Each Firm requesting a clarification or interpretation will be responsible for delivering such requests to CLT as directed in Section II.B of this RFQ.

C. FIRM'S COST OF SUBMITTAL PREPARATION

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

D. RIGHT TO TERMINATE NEGOTIATIONS / DISCUSSIONS

The Firm's participation in this process might result in CLT selecting the Firm to engage in further discussions including the negotiation of the Agreement. The commencement of such discussions and negotiations, however, does not signify a commitment by CLT to execute the Agreement or to continue discussions and negotiations. CLT may terminate discussions and/or negotiations at any time and for any reason prior to the award of a binding contract by the City Council, and either abandon the selection process or select another Firm with whom to enter into negotiations.

E. OWNERSHIP AND PUBLIC RECORDS LAW

All SOQs and supplementary material provided as part of this RFQ will become the property of CLT. Firms are advised that all information included in the material provided is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Firms may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, CLT reserves the right to review and make any final determination regarding the disclosure of any information submitted in connection with this RFQ in response to a public record request under North Carolina law.

By submitting an SOQ, Firm agrees that the CLT may reveal any information contained in the SOQ to staff, consultants or third parties assisting with this RFQ and the negotiation of the resulting Agreement. Where information is marked "Trade Secret" or "Confidential," Firm agrees to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with the City choosing to withhold any material based on Firm's designation of said material as a "Trade Secret" or "Confidential."

EXHIBIT A – SCOPE OF SERVICES

I. PROJECT OVERVIEW

The City of Charlotte Aviation Department, owner and operator of Charlotte Douglas International Airport (CLT), is tasked with diversifying its revenue through the development of Airport-controlled property not required for aeronautical purposes.

To that end, CLT seeks a land development consultant to advise on its commercial development land use strategy for multiple landside parcels in its land holdings. Advisement from the land development consultant will inform future land leases and/or public-private partnerships. The scope of services may also include development of property profiles for prospective tenants and developers. The strategies and proposed actions should be developed through the lens of improving the economic future of the Airport and making the real estate & commercial portfolios more resilient to economic challenges. Services will be issued on a task order basis, with individual projects scoped and assigned over time. Project (or Task Orders) may be defined based on specific geographic areas, individual sites or parcels, or may encompass broader portions or the entirety of the Airport's non-aeronautical landholdings, depending on project needs. Multiple firms may be selected to provide services under this contract.

II. SCOPE OF SERVICES:

The selected consultant(s) shall provide services across one or more of the following categories. Services may be performed independently or in combination, depending on the needs of the individual project.

A. MARKET ANALYSIS & STRATEGIC POSITIONING

The consultant shall conduct data-driven analysis to inform strategic decision-making and development prioritization.

Services may include:

- Analysis of economic, demographic, and industry trends within CLT's market area
- Identification of regional growth patterns and target industries
- Market demand and gap analysis by asset class (e.g., industrial, logistics, commercial, mixed-use)
- Mobility, connectivity, and regional access analysis using GIS and other tools
- Evaluation of aviation industry trends and their relationship to broader economic development
- Estimation of economic and job creation impacts associated with development strategies

B. STAKEHOLDER AND PARTNER ENGAGEMENT

The consultant shall support stakeholder engagement to validate market demand and inform development strategies.

Services may include:

- Identification of key stakeholders, including businesses, institutions, and public agencies
- Conducting interviews, focus groups, and workshops
- Assessment of market demand and development feasibility
- Identification of partnership opportunities across public and private sectors

- Documentation and synthesis of stakeholder input

C. COMMERCIAL LAND USE PLANNING & DEVELOPMENT STRATEGY

The consultant shall evaluate and prioritize development opportunities across CLT's non-aeronautical land portfolio.

Services may include:

- Highest and best use analysis for Airport-controlled parcels
- Site prioritization for near-, mid-, and long-term development
- Development of multiple site-specific development scenarios
- Conceptual land use planning and visualization
- Site readiness analysis, including:
 - Utilities (water, sewer, power, telecom)
 - Stormwater and environmental constraints (including wetlands)
 - Access, transportation, and topography
- Review and integration of applicable plans and policies, including:
 - Airport Master Plan
 - City of Charlotte Community Area Plans
 - Unified Development Ordinance (UDO)
 - Regional economic development strategies
 - Airport Area Strategic Development Plan
 - Destination District Central Transportation and Land Use Study
 - Monetization strategies
- Regulatory assessment, including:
 - FAA Grant Assurances
 - Fair Market Value (FMV) Requirements
 - Airspace Compatibility (including FAA Part 77 considerations)
 - Land use compatibility (including FAA Part 150 considerations, where applicable)
 - Identification of parcels requiring FAA land release or change-in-use approvals

D. TARGET INDUSTRY & ECONOMIC ALIGNMENT

The consultant(s) shall align development opportunities with target industries to support long-term economic viability.

Services may include:

- Identification of target industries aligned with site characteristics and regional priorities
- Analysis of industry demand drivers and infrastructure needs
- Evaluation of compatibility between target industries and available sites
- Identification of strategic partnerships to support industry recruitment

E. INVESTMENT, FINANCIAL, & TRANSACTION STRATEGY

The consultant shall provide financial and investment advisory services to support development feasibility and revenue generation.

Services may include:

- Identification of strategies to maximize long-term revenue to the Airport
- Evaluation of Pro-Formas, funding mechanisms, incentives, and financing tools
- Development of conceptual financial models and feasibility assessments
- Analysis of development risks and key financial sensitivities
- Structuring of development and deal models, including:
 - Ground leases
 - Public-Private partnerships (P3)
 - Master Development agreements
- Development of airport participation strategies
- Ensuring alignment with FAA revenue use requirements and FMV compliance
- Development of go-to-market strategies for attracting developers and tenants

F. IMPLEMENTATION & DELIVERY STRATEGY

The consultant shall translate planning efforts into actionable development strategies.

Services may include:

- Development of phased implementation plans
- Preparation of development timelines and sequencing strategies
- Identification of critical path items and key milestones
- Coordination of regulatory and approval processes, including FAA and NEPA considerations
- Recommendations for site readiness and infrastructure improvements

G. OPTIONAL SUPPORT SERVICES

Service may include:

- Development of RFQ/RFP materials for specific sites*
- Assistance with proposal evaluation
- Advisory support during developer negotiations
- Preparation for site-specific marketing or offering materials
- Advanced economic impact modeling beyond baseline
- Other professional services related to commercial development of Airport-controlled properties

***NOTE: Due to requirements of fair competition for any future solicitations, the selected firm(s) will be prohibited from responding to the subject solicitations (whether as a prime consultant or subconsultant).**

EXHIBIT B

Sample Task Order Document – Aviation Department Request and Price Proposal for Consultant Services

Please provide a Price Proposal for the Company's cost and time to perform the Professional Services required for the Task Order Project described below within ten (10) business days of the Request Date. Your Price Proposal shall be a lump sum all-inclusive amount that covers every aspect of work required to provide the services and all of the Deliverables associated therewith in accordance with the terms and conditions of your Professional Services Agreement with the City. **Your Price Proposal must identify all costs for which the City will be responsible.**

SERVICE REQUEST DETAILS (Provided by Airport)

REQUEST DATE	
DESCRIPTION OF PROJECT	

PRICE PROPOSAL (Provided by Company)

DELIVERABLES: All Deliverables that will be needed to complete the services required for the project shall be identified in the table below. Company may use as many lines as necessary to capture the costs associated with all Deliverables and Expenses required to perform the project work. Company's Price Proposal shall be based upon and use the hourly rates set out in Exhibit B to the Agreement. Company may submit its Price Proposal in another format if, at a minimum, the information requested below is included.

ITEM	CATEGORY	DESCRIPTION	TARGET COMPLETION DATE	COST
1	Deliverable			
2	Deliverable			
3	Deliverable			
4	Expenses			

TOTAL AMOUNT OF COMPANY'S PRICE PROPOSAL: \$ _____

Diversity and Business Inclusion Programs:

By signing this Task Order Request and Price Proposal, Company agrees that it will comply with the requirements of the applicable Diversity and Business Inclusion Program as set out in further detail in the Agreement depending upon whether the project is funded with Federal or Non-Federal funds.

The CBI goal for this Task Order Project is _____ %. Upon execution of the Task Order Request and Price Proposal, Company is expected to provide completed copies of the CBI Form 4 – Letters of Intent for all participating CBI subconsultants.

Every aspect of the Company's Price Proposal must be complete and appear on this Task Order Request and Price Proposal form. The form, together with any attachments or supplemental pages, must be emailed to xxxxxx@cltairport.com on or before the Proposal Deadline listed above.

Company submits this Price Proposal to perform the Services requested in this Task Order Document. Upon acceptance of Company's Price Proposal, the Task Order Document shall be incorporated into the Company's Professional Services Agreement with the City, and the terms and conditions thereof shall apply and govern the performance of Services hereunder.

COMPANY NAME

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

To be attached to purchase order for this task.

EXHIBIT C

CBI PROGRAM INSTRUCTIONS AND CBI FORM #3

The City of Charlotte has a long history of creating and implementing strategies to support and encourage local business growth. In 2013, Charlotte City Council adopted the Charlotte Business INclusion Policy to promote diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Small Business Enterprises (SBEs) headquartered in the State of North Carolina or York County, SC (SBE) or the Charlotte Combined Statistical Area* (SBE).

A complete list of City of Charlotte certified Small Business Enterprises (SBEs) is available on the City's website at www.charlottebusinessinclusion.com

**For this project, the SBE goal will be
negotiated for each Task Order Document**

* The Charlotte CSA consists of the following 13 counties:

In NC: Anson, Cabarrus, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, and Union

In SC: Chester, Lancaster, and York

1. APPLICATION:

The City's Charlotte Business INclusion (CBI) Policy is incorporated into and made a part of this solicitation and the resulting contract (the "Contract"). Copies of the CBI Policy may be obtained by:

Internet: www.charlottebusinessinclusion.com

Mail: Charlotte Business INclusion Office
600 East Trade Street, Suite 300
Charlotte, North Carolina 28202

Capitalized terms used in this document shall have the meanings set forth in Part A, Appendix 1 of the CBI Policy. Each reference to "you" or "your" in these provisions refers to any entity that submits a proposal, proposal or statement of qualifications on a City contract, and any entity that enters into a contract with the City.

For this solicitation, the CBI Policy requires that you either (a) meet the SBE Utilization Goal, as listed in Section 2 below; or (b) comply with the Good Faith Efforts and Good Faith Negotiation requirements referenced in Section 3 below. ***Failure to comply with the CBI Policy in the proposal phase constitutes grounds for rejection of your proposal. Failure to comply after contract award may result in assessment of damages and/or termination of your contract.***

2. THE SBE UTILIZATION GOAL:

You must submit your proposed SBE utilization for this Contract on CBI Form 3 (Subcontractor/Supplier Utilization Commitment Form) listing subcontractors and suppliers that will be providing goods or services. **CBI Form 3 MUST be submitted with your proposal.** Failure to submit CBI Form 3 with your proposal

shall constitute grounds for rejecting the proposal.

Proposers must state the projected dollar amount for each SBE firm listed on their CBI Form 3 and indicate the total dollar value of SBE participation for the contract. In the event the Proposer has no SBE participation, the Proposer is still required to indicate this on CBI Form 3 by entering the word or number zero. Blank forms will be deemed to represent zero participation. The City will only give Proposers credit toward the SBE Goal for SBE participation that:

- a. Is listed on CBI Form 3 submitted with the Proposal; and
- b. Is listed on CBI Form 3A (when applicable); and
- c. Is documented by CBI Form 4 (CBI Letter of Intent) which is submitted to the City within three (3) Business Days after the City requests it; and
- d. Meets all of the requirements of Part C Section 3 of the CBI Policy.

NOTE: SBEs listed on CBI Form 3 must be actively certified with the City of Charlotte as of proposal date and must be performing a Commercially Useful Function as defined in Part A of the CBI Policy.

Proposals submitted which do not have the above required SBE information indicated on CBI Form 3 constitutes grounds for the Proposal to be considered non-responsive and rejected.

The SBE goal will represent the total dollars to be spent with SBEs as a portion of the total proposal amount, which includes contingency. The SBE percentage will be rounded to two decimal places. As an example, if the SBE percentage is 3.571, it should be listed as 3.57% or if it is 3.578, it should be listed as 3.58%. The percentage will not be rounded to the next “whole” number, i.e., 4%. A Proposer may round up if the third number after the decimal is a five (5) or greater.

In the event Alternates are selected by the City, the SBE Goal for this Contract will apply to the total contract amount, including contingency and the selected Alternates (“Total Contract Amount”). If the selected Proposer would meet the SBE Goal on the base proposal amount, but would not meet the SBE Goal for the Alternates selected by the City, the Proposer will have three (3) days after the City notifies it of its selected Proposer status to secure enough additional participation to meet the SBE Goal calculated on the Total Contract Amount. The selected Proposer will be required to utilize CBI Form 3A to meet this requirement. This in no way exempts the Proposer from the CBI requirements due at proposal time. If the Proposer fails to meet the SBE Goal, calculated on the Total Contract Amount, then the Proposer must meet the Good Faith Efforts and Good Faith Negotiation requirements set forth in Part C, Sections 4 and 5 of the CBI Policy. If the Proposer fails to meet the SBE Goal on the Total Contract Amount, and fails to earn the required Good Faith Efforts points, the Proposal will be rejected.

The City will request CBI Form 4 Letters of Intent if you are a finalist for contract award. You must submit a separate CBI Form 4 for each SBE subcontractor/supplier identified on CBI Form 3 (and CBI Form 3A, if applicable) within three (3) Business Days after the City requests it.

3. GOOD FAITH EFFORTS and GOOD FAITH NEGOTIATION:

If you do not meet the SBE Utilization Goal, then you must meet the Good Faith Efforts and Good Faith Negotiation requirements set forth in Part C Sections 4 and 5 of the CBI Policy. These are summarized below. Detailed information of the City’s Good Faith Efforts and Good Faith Negotiation requirements can be found in the CBI Policy, Part C, Sections 4 and 5. Failure to meet the Good Faith Efforts and Good Faith Negotiation requirements will constitute grounds for rejection of your proposal.

Documenting Good Faith Efforts. To demonstrate Good Faith Efforts (GFE) compliance, Proposers must complete and submit CBI Form 5: Good Faith Effort (GFE) and Statement of GFE Compliance. A

minimum of fifty (50) GFE Points must be earned for each project when a SBE goal is not met. CBI Form 5 lists GFEs and the number of points attainable for each type of Good Faith Effort. The City will request your Good Faith Efforts (GFE) / Statement of GFE Compliance if you are an apparent selected Proposer for contract award, and you must submit CBI Form 5 and all supporting documentation within three (3) Business Days after the City requests it.

In deciding whether to award GFEs, the City will assess whether the efforts employed by the Proposer are those that a prime contractor would reasonably be expected to take if **actively and aggressively trying** to meet the SBE Goal established for the Contract. This assessment will be made on a case-by-case basis taking all available facts into account. The focus will be on the likely effectiveness of steps taken. Mere pro forma efforts will not be sufficient.

In awarding GFEs, the City may also take into account: (1) the Proposer's past performance in meeting SBE goals; and (2) the performance of other Proposers in meeting the established SBE Goal on the Contract up for award. For example, when the apparent selected Proposer fails to meet the SBE Goal, but other Proposers meet it, the City may reasonably raise the question of whether, with additional reasonable efforts, the apparent selected Proposer could have met the goal.

It is important that you carefully review Part C, Sections 4 and 5 of the CBI Policy in order to understand and comply with all requirements. **All actions necessary to earn the required GFE Points must be undertaken prior to Proposal Submission.** Failure to comply with the requirements set forth in this section shall constitute grounds for rejecting a proposal.

3.4 Self-Performance.

A Proposer that intends to perform 100% of the work on a Contract with its own workforce may submit an affidavit (CBI Form 1) stating that the Proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of work on this contract with its own current workforces. Self-Performance does not exempt Proposers from meeting the requirements of the CBI Program for Service Contracts. The City may require Proposers that desire to self-perform to nevertheless submit SBE Outreach Documentation. See Part C Section 2.3 of the CBI Policy for more information in how to comply with Self-Performance.

4. MANDATORY SUBCONTRACTING REQUIREMENTS:

Per Part B Section 2.4 of the CBI Policy, City Council has the authority to establish mandatory subcontracting requirements for certain contracts. The box checked below indicates whether such requirements have been established for this Contract:

☐ City Council has established a mandatory subcontracting requirement of xx.xx percent (%) for this Contract.

☐ City Council has not established a mandatory subcontracting requirement for this Contract.

5. CBI POLICY PROVISIONS APPLICABLE AFTER CONTRACT AWARD:

If you are awarded a Contract with the City, note in particular the following Part D Sections of the CBI Policy regarding Post Contract Award Requirements and activity:

- I. Compliance with committed SBE subcontracting goal throughout Contract completion (Part D, Section 2)
- II. Performance of a commercially useful function and affiliate status (Part D, Section 3)
- III. Terminating or Replacing an SBE on the contract (Part D, Section 5)
- IV. New Subcontractor Opportunities (Part D, Section 6)
- V. Renewals (Part D, Section 7)
- VI. Payments to SBEs (Part D, Section 8)

- VII. Utilization Reports and Documentation of Payments (Part D, Section 9)
- VIII. Remedies and Liquidated Damages (Part D, Section 14)

6. CBI CONTRACT PROVISIONS:

The following provisions are incorporated into any contract that may result from this solicitation.

Charlotte Business INclusion. The City has adopted a Charlotte Business INclusion Policy (“CBI Policy”), which is posted on the City’s website and available in hard copy form upon request to the City.

The parties agree that:

- I. The terms of the CBI Policy, as revised from time-to-time, together with all rules and guidelines established, are incorporated into this Agreement by reference; and
- II. A violation of the CBI Policy shall constitute a material breach of this Agreement, and shall entitle the City to exercise any of the remedies set forth in Part D of the CBI Policy, including but not limited to liquidated damages; and
- III. Without limiting any of the other remedies the City has under the CBI Policy, the City shall be entitled to withhold periodic payments and final payment due to the Contractor under this Agreement until the City has received in a form satisfactory to the City all claim releases and other documentation required by the City’s CBI Policy, and in the event payments are withheld under this provision, the Contractor waives any right to interest that might otherwise be warranted on such withheld amount under G.S. 143-134.1; and
- IV. The remedies set forth in Part D Section 14 of the CBI Policy shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy; and
- V. The City will incur costs if the Contractor violates the CBI Policy, and such costs are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the City liquidated damages at the rates set forth in Part D of the CBI Policy.
- VI. The Contractor agrees to participate in any dispute resolution process specified by the City from time-to-time for the resolution of disputes arising from the CBI Policy.
- VII. Nothing in this Section shall be construed to relieve a Contractor from any obligation it may have under N.C. Gen. Stat. 143-134.1 regarding the payment of subcontractors.

Remedies for Violation of CBI Policy. A violation of the CBI Policy by a Contractor shall constitute a material breach of the Contract, and shall entitle the City or private owner to:

- I. Exercise all rights and remedies that it may have at law or at equity for violation of the CBI Policy;
- II. Terminate the Contract for default;
- III. Suspend the Contract for default;
- IV. Withhold all payments due to the Contractor under the Contract until such violation has been fully cured or the City and the Contractor have reached a mutually agreeable resolution;
- V. Assess liquidated damages as provided in Part D Section 14.2; and/or
- VI. Offset any liquidated damages and/or any amounts necessary to cure any violation of the CBI Policy from any retainage being held by the City on the Contract, or from any other amounts due to the Contractor under the Contract.

The remedies set forth herein shall be deemed cumulative and not exclusive, and may be exercised successively or concurrently, in addition to any other available remedy.

Liquidated Damages. The City and the Contractor acknowledge and agree that the City will incur damages if the Contractor violates the CBI Policy in one or more of the ways set forth below, including but not limited to loss of goodwill, detrimental impact on economic development and diversion of internal staff

resources. The parties further acknowledge and agree that the damages the City might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay the liquidated damages assessed by the City at the rates set forth below for each specified violation of the CBI Policy. The Contractor further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation:

- I. **Failure to Meet Committed SBE Goal.** If the City determines upon completion or termination of a Contract that the Contractor did not meet a Committed SBE Goal and that such failure is not otherwise excused under Part D of the CBI Policy, the City may assess the lesser of: (a) \$200,000 or (b) the dollar difference between the Committed SBE Goal that was missed and the Contractor's actual SBE utilization toward that Goal. Such amount may be assessed when it becomes apparent that it will not be possible for the Contractor to achieve the Committed SBE Goal.
- II. **Use of a SBE as a Conduit.** If the Contractor lists an SBE to receive credit toward a Committed SBE Goal with knowledge that the SBE will be acting as a Conduit or will not be performing a Commercially Useful Function reasonably commensurate with the payment amount for which the Contractor will be seeking credit, the City may assess the lesser of: (a) \$100,000 per incident; or (b) the dollar amount the Contractor indicated that it would pay such SBE in the SBE's contract (or if no contract has been signed, the SBE's Letter of Intent).
- III. **Wrongful Termination or Replacement of SBE.** If the Contractor terminates or replaces an SBE or SBE in violation of the CBI Policy, the City may assess the lesser of: (a) \$50,000 per incident; or (b) the dollar amount of the work remaining to be performed by the terminated SBE or SBE at the time it was terminated (or if the SBE or SBE was not terminated because it was never retained, then the dollar amount that the Contractor indicated it would pay the SBE in the SBE's Letter of Intent).
- IV. **Failure to Comply with CBI Policy Following Termination or Withdrawal of an SBE.** If the Contractor fails to comply with the Modified Good Faith Efforts requirements (Part D, Section 5 of the CBI Policy) in replacing an SBE that is terminated or withdraws from work on a project, the City may assess the lesser of: (a) \$50,000 per incident or (b) the dollar amount of the work remaining to be performed by the SBE that withdrew or was terminated at the time of the termination or withdrawal.
- V. **Failure to Comply with CBI Policy to Add New Subcontractors.** If the Contractor fails to comply with the Modified Good Faith Efforts requirements (Part D, Section 5 of the CBI Policy) in adding new subcontractors to a Contract, or when the scope of work of a Contract changes so as to create a new SBE subcontracting opportunity, the City may assess the lesser of: (a) \$50,000 per incident; or (b) the dollar amount of the new or additional work.
- VI. **False Statements and Misrepresentations.** If the Contractor makes a false statement or material misrepresentation or material misleading omission regarding any matter relevant to the CBI Policy (including but not limited to information relating to good faith efforts, SBE utilization, SBE certification or payments to SBEs), the City may assess the lesser of: (a) \$50,000 per incident; or (b) if the misrepresentation relates to payment, the dollar difference between what the Contractor represented and the truth.
- VII. **Failure to Respond to Request for Information.** If the Contractor fails to provide any report, documentation, affidavit, certification or written submission required under the CBI Policy within the time period set forth therein, the City may assess \$40 per day for each day that such report, documentation or written submission is overdue.
- VIII. **Seeking Credit for Use of An Affiliate to Meet the Committed SBE Goal.** If the City finds a violation of Part D, Section 3 of the CBI Policy due to a Contractor seeking credit for utilizing an SBE that the City determines to be an Affiliate, the City may assess the lesser of: (a) \$75,000 per incident or (b) the dollar amount the Contractor counted towards its Committed SBE Goal

for that SBE.

7. CBI FORMS:

Proposers shall submit the following CBI forms within the timeframes indicated below:

CBI Form	Submission Requirements
CBI Form 1: Intent to Perform Contract with <u>Own</u> Workforce Affidavit A Proposer that intends to perform 100% of the work on a Contract with its own workforce must submit an Affidavit (CBI Form 1) stating that the Proposer does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of work on this contract with its own current workforces. If the Proposer is not licensed to perform each and every type of work included in the Contract, or if the City has cause to believe based on past practice or other grounds that the Proposer will not be performing all work under the Contract with its own workforce, then the City may reject the Proposer's Proposal for non-compliance with the CBI Policy.	If not meeting the SBE Goal, and intending to perform 100% of the work, the Proposer must submit this completed CBI Form 1 with its proposal*. * In addition to submitting a completed CBI Form 1, the Proposer must also provide with its proposal sufficient supporting documentation for the City to determine that the Proposer does not customarily subcontract work on this type project.
CBI Form 2: Solicitation Form. Identifies all SBEs the Proposer contacted and any SBEs that contacted the Proposer. Documentation content includes: Scope of work, SBE contact, date and method of contact, response status, as well as other information. Note: For each scope of work proposal by a SBE and NOT awarded to a SBE, Proposer must complete CBI Form 2A documenting the reason(s) for rejecting the SBE's proposal.	If not meeting the SBE Goal, submitted as part of a Proposer's Good Faith Efforts documentation, within three (3) Business Days after requested by the City. ALL supporting documentation, reflecting the solicitation methods and content, must be submitted at the same time as CBI Form 2.
CBI Form 2A: Good Faith Negotiation Form. Proposers must submit a completed CBI Form 2A for each SBE who proposal the project and was ultimately not selected by the Proposer to participate on the contract.	Must be submitted within three (3) Business Days after requested by the City.
CBI Form 3: Subcontractor / Supplier Utilization Commitment. Identifies all SBE and non-SBE subcontractors and suppliers to be utilized on the contract and the dollar amounts committed to SBEs (in all tiers) and non-SBEs.	DUE AT PROPOSAL SUBMISSION

Proposers must identify all subcontractors and suppliers known at the time the Proposal is submitted.	
CBI Form 3A: Subcontractor / Supplier Utilization Commitment – ALTERNATES. Identifies additional SBE commitments made after Proposal Opening, when there are accepted alternates. This form will only be accepted when the City selects alternates.	Must be submitted within three (3) Business Days after requested by the City.
CBI Form 4: Letter of Intent. Proposers must submit a separate Letter of Intent executed by each SBE listed on CBI Form 3 and CBI Form 3A (if applicable) that the Proposer commits to utilize on the Contract.	Must be submitted within three (3) Business Days after requested by the City.
CBI Form 5: Good Faith Efforts (GFE) and Statement of GFE Compliance. Identifies the minimum GFE points required for this contract, the GFE Categories, and respective GFE Points value for each GFE Category. Proposer must check each GFE Category for which it has performed the respective effort, as described in Part B Section 5.3 of the CBI Policy.	If not meeting the SBE Goal, this CBI Form 5 must be submitted as part of the Proposer's Good Faith Efforts documentation, within three (3) Business Days after requested by the City.
CBI Form 6: Payment Affidavit – Subcontractor / Supplier Utilization. Contractor shall provide with each pay request to the City a payment affidavit showing work that has been completed and approved for all subcontractors, suppliers, manufacturers, brokers, and / or members of a joint venture in connection with the contract.	Upon award of contract, CBI Form 6 must be submitted to the City with each pay request for the duration of the Project. For Final Payment period, check the box indicating "Final Payment."

All CBI Forms and a full list of SBE vendors are available on-line at:

www.charlottebusinessinclusion.com

Please find below a list** of activities (Vendor List) that the City has identified as potential SBE subcontracting opportunities. Proposers may identify additional or different opportunities. (Department Specific)

**** NOTE:** This is a potential listing, not all inclusive. Proposers may identify additional or different opportunities.

Charlotte Business INClusion

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 CBI Form 3 as needed.*

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

Proposer Name:			
Contract Name:	Land Development Consultant Services		
Contract N°:	N/A	Established SBE Goal:	To Be Negotiated

List below all **SBEs** that you intend to use on this contract.

SBE 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-SBEs (subcontractors and suppliers)** that you intend to use on this contract

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

Total SBE Utilization

\$ N/A

Total Bid Amount (including Contingency)

\$ N/A

Percent SBE Utilization* (Total SBE Utilization *divided by* Total Bid Amount) % N/A

** The SBE Utilization percentage stated here **MUST** be rounded to (2) decimal places.*

Charlotte Business INclusion
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 SBE it commits to use to meet the Contract goal. Each Letter of Intent must be executed by both the SBE and the Proposer. The City shall not count proposed SBE 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 SBE participation committed throughout the duration of the Contract, except as specifically allowed in Part D.
- If you need to terminate or replace a SBE, 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 SBE 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-SBE and SBEs) 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 SBE Goal. In addition, a Hauler, Broker, or Packager shall only count fees or commissions charged by the SBE toward the SBE Goal. The Bidder is still obligated to pay the SBE the full amount listed on the Contract with the SBE regardless of what percentage is actually counted towards the SBE 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

EXHIBIT D

COMMERCIAL NON-DISCRIMINATION CERTIFICATION

Project Name: Land Development Consultant Services

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

1. In preparing the enclosed SOQ, the Firm has considered all bids submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 2 below.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age 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.
3. 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 SOQ submitted with this certification, and terminate any contract awarded based on such SOQ. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Firm to any remedies allowed there under, including possible disqualification from participating in City contracts or solicitation processes for up to two years.
4. 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 suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the SOQ and to any contract awarded on such SOQ. 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 there under.
5. As part of its SOQ, 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 subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a SOQ 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 there under.

Name: _____ Title: _____

Signature: _____ Date: _____

EXHIBIT F

SAMPLE SERVICES AGREEMENT



AGREEMENT FOR SERVICES

FOR

LAND DEVELOPMENT CONSULTANT SERVICES

OWNER:
City of Charlotte
c/o Aviation Department

COMPANY:
[Insert Name]

Rev. 1.06.2023

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG**

CONTRACT NO. _____

CONTRACT TO PROVIDE:

**Land Development Consultant
Services**

This Contract (the "Contract") is entered into as of this [insert date] (the "Effective Date"), by and between [insert vendor legal name], a [insert business type i.e. corporation] registered under the laws of the State of [Insert state] and doing business in North Carolina (the "Company"), and the City of Charlotte, a municipal corporation of the State of North Carolina (the "City").

Statement of Background and Intent

- A. The City is the owner and operator of the Charlotte Douglas International Airport ("Airport");
- B. The City issued a solicitation dated [insert date] requesting submissions from qualified firms to provide the City with Land Development Consultant Services hereafter referred to as the "Work";
- C. The Company submitted a response to the solicitation on [insert date]; and
- D. The Company wishes to provide the Work to the City in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and conditions contained in this Contract, the parties agree as follows:

AGREEMENT

1. **INCORPORATION OF EXHIBITS.** The following Exhibits are attached to the Contract and incorporated into and made a part of this Contract by reference: **[NOTE exhibit references may need updating as exhibits are added or removed]**

Exhibit A: Scope of Services

Exhibit B: Compensation (Hourly and/or Task Rates)

Sample Task Order Document

Exhibit C: Invoicing Requirements

Exhibit D: Task Order Document

Exhibit E: Travel and Expense Reimbursement Protocol

Exhibit F: Confidentiality Requirements

Exhibit G: CBI Form 4, Letters of Intent

2. **TERM.** The term of the Contract will be for three years from the Effective Date with an option to renew for two (2) additional one-year terms. The Contract may be extended only by a written amendment to the Contract signed by both parties.
3. **COMPENSATION.** The Company shall provide the Work in accordance with the Scope of Services set forth in **Exhibit A** to this Contract. The City shall pay the Company for the Work delivered in compliance with the Scope of Services and at the prices set forth in **Exhibit B**. This amount constitutes the maximum fees and charges payable to the Company in the aggregate under this Contract and will not be increased except by a written amendment duly executed by both parties. The Company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in **Exhibit B**. The estimated initial value of this Contract is **[Insert Amount (\$XXXX)]**.

Add the following language if the contract includes Reimbursable Expenses.]

4. **REIMBURSABLE EXPENSES.** To be reimbursable, costs (also referred to as "expenses") must be actual, allowable, reasonable, allocable to this Contract, and must comply with (i) the Travel and Expense Reimbursements Protocol, which is attached hereto as **Exhibit E** and incorporated herein by reference; and (ii) the guidance contained in 49 CFR §18.36, FAA Order 5100.38 and OMB Circular A-87. There shall be no mark-up on expenses incurred by Company or its subcontractors pursuant to FAA Advisory Circular 150/5100- 14E.
5. **BILLING.** Each invoice sent by the Company shall reference the appropriate contract number, purchase order (PO) number and PO line number for each item on the invoice. The City prefers not to receive invoices for goods and services paid for via a purchase card (P Card). When presenting an invoice that has been paid via a P Card, indicate the total dollar amount due as "\$0.00".

All invoices must include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. Invoices shall be provided by the Company to the City at the frequency set forth in **Exhibit A** or where the exhibit is silent, invoices should be submitted monthly. However, at no time should invoices be submitted for Work that has yet to be completed. The Company shall send one (1) copy only of each invoice to: cocap@charlottenc.gov with copy to the City's Project Manager.

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the services.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Detailed billing information is set forth in the Invoice Requirements, attached hereto as **Exhibit C**.

6. **GENERAL WARRANTIES.** Company represents and warrants that:

- 6.1. It is a legal entity, validly existing and in good standing under the laws of the State or Country where it is registered, and is qualified to do business in North Carolina;
 - 6.2. It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
 - 6.3. The execution, delivery, and performance of this Contract have been duly authorized by Company;
 - 6.4. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
 - 6.5. In connection with its obligations under this Contract, it, and any of its subcontractors, shall comply with all applicable federal, state and local laws and regulations and shall obtain and provide to the City all applicable permits and licenses within ten (10) days of the Company receiving notice of award and within twenty-four (24) hours of demand at any time during the term; and
 - 6.6. The Company shall not violate any agreement with any third party by entering into or performing this Contract.
 - 6.7. The Company has sufficient expertise and resources to perform under this Contract.
 - 6.8. The Work shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
 - 6.9. The Company guarantees the materials and workmanship on all materials and services provided under the Contract and that it will fix any defects at its own expense that are discovered during the guarantee period at the time designated by and to the satisfaction of the Airport;
 - 6.10. All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge; and
 - 6.11. The Work provided by the Company under this Contract will not infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party.
7. **INDEMNIFICATION.** The Company shall indemnify, defend and hold harmless the City and the City's officers, agents and employees from and against any and all claims, losses, damages, obligations, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from Company's performance, or allegations thereof, under this Contract, except to the extent that the claims, losses, damages, obligations, liabilities and expenses are caused by the negligence of the City, or the City's officers, agents and employees. Such liabilities shall include those arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any of its subcontractors. Company shall purchase insurance, as described in Sections 8 and 9 of the Contract, which shall include coverage for the contractual liability described herein. In any case in which Company provides a defense to the City pursuant to

this indemnity, the defense will be provided by attorneys reasonably acceptable to the City. This provision shall survive the expiration or early termination of the Contract.

8. **INSURANCE.** The Company shall provide and maintain at its expense during the term of this Contract the following program(s) of insurance covering its operations. Such insurance shall be provided by insurer(s) satisfactory to the City as approved by the City's Risk Management Division and evidence of such programs satisfactory to the City shall be delivered to the City on or before the effective date of this Contract. Such evidence shall specifically identify this Contract and shall contain the express condition that the **City is to be given written notice within ten (10) days of any modification or termination of any program of insurance.**

8.1. Automobile Liability. Evidence of current automobile insurance (attach copy of automobile Policy declarations Page(s) in the case of Personal Auto) which show the vehicle and coverage amounts as the appropriate one of the following:

8.1.1. If the Company owns or leases commercial vehicles to provide goods or perform a service under this Contract, Automobile Liability must be provided at a limit of not less than \$1,000,000 per accident, combined single limit, each occurrence, for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.

8.1.2. If the Company does not own or lease any vehicles, but has employees using their vehicles to perform a service under this Contract, Company must provide Hired/non-owned Automobile Liability coverage at a limit of not less than \$1,000,000 per occurrence aggregate.

8.1.3. If the Company does not own or lease any commercial vehicles to perform services under this Contract, and has no employees using their vehicles to perform services under this Contract, but uses his or her own personal vehicle to perform services under this Contract, Personal Automobile Liability may be provided at limits of not less than \$100,000 each person, \$300,000 each accident and property damage liability of \$50,000.

8.1.4. If the Company is trucking fuel, the Automobile Liability coverage shall be broadened to include pollution coverage on covered autos, and a copy of endorsement CA 99 48 shall be provided to the City. Company must also supply the City with evidence of motor carrier endorsement MCS-90 as required by the Federal Motor Carrier Safety Administration's Motor Carrier Act.

8.1.5. However, if the Company has access to the Aircraft Operation Area (AOA), all automobile liability insurance limits shall increase to \$5,000,000.00 per accident, combined single limit, each occurrence.

8.2. Commercial General Liability. Insurance with a limit not less than \$2,000,000 [\$5,000,000 (inside the fence)] per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.

8.3. Worker's Compensation and Employers Liability. Insurance meeting the statutory

requirements of the State of North Carolina and any applicable Federal laws; and, Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit. **If the Company does not employ more than 2 full time employees, Company must attest this fact on company letterhead and include such letter in this Contract.**

- 8.4. Professional Errors & Omissions. Insurance with a limit of not less than \$1,000,000 per claim, \$1,000,000 aggregate as shall protect the Company and the Company's employees for negligent acts, errors or omissions in performing the professional services under this Contract.

9. **OTHER INSURANCE REQUIREMENTS.**

- 9.1. "City of Charlotte, 600 East Fourth St. Charlotte, NC 28202" shall be named as an additional insured under the commercial general liability insurance for operations or services rendered under this Contract.
- 9.2. The Company shall not commence any work in connection with this Contract until it has obtained all of the types of insurance set forth in this section and furnished the City with proof of insurance coverage by certificates of insurance accompanying the Contract.
- 9.3. The Company shall not allow any subcontractor to commence work until all such subcontractors have obtained the same insurance coverages as described above.
- 9.4. All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the Company must submit evidence of the right to self-insure as provided by the State of North Carolina.
- 9.5. The Company insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Company's operations under this Contract. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees.
- 9.6. The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible or self-insured retention in any insurance policy. The payment of the deductible/retention shall be the sole responsibility of the Company and/or subcontractor.

10. **TERMINATION.**

- 10.1. TERMINATION WITHOUT CAUSE. The City may terminate this Contract at any time without cause by giving thirty (30) days written notice to the Company.
- 10.2. TERMINATION FOR DEFAULT BY EITHER PARTY. By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 10.2.1. The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless

otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party;

- 10.2.2. The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
 - 10.2.3. The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.
 - 10.2.4. Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.
- 10.3. ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate the Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 10.3.1. The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with the solicitation, or any covenant, agreement, obligation, term or condition contained in this Contract; or
 - 10.3.2. The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements or failure to provide the proof of insurance as required by this Contract.
 - 10.3.3. The Company fails to meet delivery times or the Work does not comply with the terms of this Contract as set forth in **Exhibit A**.
- 10.4. TERMINATION CONVERSION. If the Contract is terminated by the City for cause but it is later conclusively determined that the Company has not in fact defaulted, the termination shall be deemed to have been effected for the convenience of the City and the Company shall be paid through the date of the termination.
- 10.5. NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges

then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.

10.6. OBLIGATIONS UPON EXPIRATION OR TERMINATION. In the event this Contract is terminated by the City for any reason prior to the end of the term, the Company shall upon termination immediately discontinue all services in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, the Company shall submit a statement to the City showing in detail the Work performed under this Contract to the date of termination.

10.7. NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of the Work or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

10.8. AUTHORITY TO TERMINATE. The Aviation Director or his designee is authorized to terminate this Contract on behalf of the City.

11. **TRANSITION SERVICES UPON TERMINATION.** Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Work, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion.

12. **REMEDIES.**

12.1. Right to Cover. If the Company fails to meet any completion date or resolution time set forth in this Contract (including all Exhibits), the City may take any of the following actions with or without termination this Contract, and in addition to and without limiting any other remedies it may have:

12.1.1. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Work from a third party until the matter is resolved and the Company is again able to resume performance under this Contract; and

12.1.2. Deduct any and all expenses incurred by the City in obtaining or performing the Work from any money then due or to become due to the Company and, should the City's cost of obtaining or performing the Work exceed the amount due the Company, collect the amount due the City from the Company.

12.2. Right to Withhold Payment. If the Company breaches any provision of this Contract, the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.

12.3. Setoff. Each party shall be entitled to setoff and may deduct from any amounts owed to the other party under this Contract all damages and expenses incurred as a result

of the other party's breach of this Contract.

12.4. Other Remedies. Upon breach of this Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy. However, under no circumstances shall the Airport be liable to the Company for damages arising from delay, whether caused by the Airport or not.

13. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
14. **AUDIT.** During the term of this Contract and for a period of three (3) years after termination of this Contract, the City shall have the right to audit, either itself or through an independent auditor, all books and records and facilities of the Company necessary to evaluate the Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, related to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
15. **RECORDS.** The Company shall be responsible for keeping a record that accurately states the number of hours worked or quantity of goods provided by the Company in the process of providing the Work under the terms of the Contract. The City shall have the right to audit the Company's invoices, expense reports and other documents relating to the Work performed under the Contract, and shall not be required to pay for Work which did not occur or which occurred in breach of the Contract. The Company shall make such documents available for inspection and copying by the City in Charlotte, North Carolina between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday, whenever requested by the City.
16. **INSPECTION.** The Airport reserves the right to inspect the equipment, plant or other facilities of the Company to confirm that such conform with the requirements set forth in **Exhibit A** and are adequate and suitable for proper and effective performance of this Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company.
17. **ACCEPTANCE OF THE WORK.** The Work delivered under this Contract shall remain the property of the Company until the Airport physically inspects, actually uses and accepts the Work.
18. **COMPANY PROJECT MANAGER.** Where the Contract requires the Company to provide a

Project Manager, their duties shall include, but are not limited to, the following:

- 18.1. Coordination of Project schedules and the Company's resource assignment based upon the City's requirements and schedule constraints;
 - 18.2. Acting as the Company's point of contact for all aspects of the Contract administration, including invoicing for the Work, and status reporting;
 - 18.3. Facilitation of review meetings and conferences between the City and the Company's executives when scheduled or requested by the City;
 - 18.4. Communications among and between the City and the Company's staff;
 - 18.5. Promptly responding to the City's Project Manager when consulted in writing or by e-mail with respect to the Work deviations and necessary documentation;
 - 18.6. Identifying and providing the City with timely written notice of all issues that may threaten the Company's ability to provide the Work in a manner contemplated by the Contract;
 - 18.7. Ensuring that adequate quality assurance procedures are in place through the duration of the Contract term; and
 - 18.8. Meeting with other companies working on City projects that relate to this effort as necessary to resolve problem and coordinate the provision of the Work.
19. **COMPANY PERSONNEL.** City has the right to require any additional personnel it deems necessary for the Services. The City also has the right to require removal and replacement of any personnel it deems unsatisfactory. The Company shall also assure:
- 19.1. That its employees, agents and sub-consultants who normally and regularly come in direct contact with the public shall be clearly identifiable by name badges, name tags, or identification cards.
 - 19.2. Where applicable, that its employees, agents and sub-consultants serve the public in a courteous, helpful, and impartial manner. All employees of the Company in both the field and office shall refrain from belligerent behavior and/or profanity. Correction of any such behavior or language shall be the responsibility of the Company.
20. **DUTY OF THE COMPANY TO IDENTIFY AND REQUEST INFORMATION, PERSONNEL AND FACILITIES.** The Company shall identify and request in writing from the City in a timely manner the following:
- 20.1. All information reasonably required by the Company to perform each task comprising the Work;
 - 20.2. The City's personnel whose presence or assistance may reasonably be required by the Company to perform each task comprising the Work; and
 - 20.3. Any other equipment, facility or resource reasonably required by the Company to perform the Work.

Notwithstanding the foregoing, the Company shall not be entitled to request the City provide

information, personnel or facilities other than those which **Exhibit A** specifically requires the City to provide, unless the City can do so at no significant cost. The Company shall not be relieved of any failure to perform under this Contract by virtue of the City's failure to provide any information, personnel, equipment, facilities or resources that is not required under **Exhibit A** or requested in writing. However, where the Company provides written notice and the City fails to provide included information, personnel, facility or resources, the Company shall notify the City in writing immediately in accordance with the notice provision of this Contract. Failure to do so shall constitute a waiver by the Company for any claim or defense it may otherwise have based on the City's failure to provide such information, personnel, facility or resource.

21. COMPLIANCE WITH SECURITY MEASURES. Company acknowledges and agrees that:

- 21.1 The City's Aviation Department has offices in the secured area of the Terminal, access to which is subject to security measures imposed by the United States ("Airport Security Program") and enforced by the Transportation Security Administration;
- 21.2 Access to the Aviation Department, to the airfield or other secured area by Company's officers and employees shall be limited to and conditioned upon compliance with the Security Plan as it exists upon the effective date of this Contract, and as may be modified from time to time;
- 21.3 Company's officers and employees who need regular access to the secured areas will have to apply for and qualify for security identification badges ("Security Badges") issued by the Aviation Director;
- 21.4 Company shall comply and ensure its employees comply with the Airport's Security Standards and AOA Standards, as amended from time to time, which can be found at www.cltairport.com/credentialing;
- 21.5. Company may also have to comply with additional project specific requirements, which if applicable, will be included in the Specifications or scope of work of this Contract;
- 21.6 City shall not be liable to Company for any diminution or deprivation of Company's rights hereunder on account of the inability or delay of Company or its officers or employees to obtain a Security Badge, regardless of the reason; and
- 21.7 Pursuant to the discretion of CLT, the Company may be required designate at least two personnel as "authorized signers." The authorized signers must hold a valid CLT badge and are responsible for all required training and the completion of all required documents and process steps to secure and retain valid CLT badges for the employees and subcontractor employees. The authorized signers may need to conduct these activities at the CLT airport.

22. NON-DISCRIMINATION. Vendor agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Vendor consents to be bound by the award of any arbitration conducted thereunder.

23. FEDERAL CIVIL RIGHTS REQUIREMENTS.

- 23.1. General Civil Rights. In all its activities within the scope of its airport program, the Company agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision binds the Company from the solicitation period through the completion of the contract. The above provision also obligates the Company for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods:
- 23.1.1 The period during which the property is used by the airport Sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- 23.1.2 The period during which the airport Sponsor or any transferee retains ownership or possession of the property.
- 23.2. Civil Rights – Title VI Assurances. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees as follows:
- 23.2.1. Compliance with Regulations: The Company (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract. The current version of the Title VI List of Pertinent Nondiscrimination Statutes and Authorities is included in Section 24 below.
- 23.2.2. Non-discrimination. The Company, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Company will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and the Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21, including amendments thereto.
- 23.2.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential

subcontractor or supplier will be notified by the Company of the Company's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

- 23.2.4. Information and Reports. The Company will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Company is in the exclusive possession of another who fails or refuses to furnish the information, the Company will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- 23.2.5. Sanctions for Noncompliance. In the event of a Company's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to: (i) withholding payments to the Company under the contract until the Company complies; and/or (ii) cancelling, terminating, or suspending a contract, in whole or in part.
- 23.2.6. Incorporation of Provisions. The Company will include the provisions of paragraphs 23.2.1 through 23.2.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Company will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Company becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Company may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Company may request the United States to enter into the litigation to protect the interests of the United States.

24. TITLE VI LIST OF PERTINENT NONDISCRIMINATION AUTHORITIES. During the performance of this contract, the Company, for itself, its assignees, and successors in interest (hereinafter referred to as the "Company") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 24.1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 24.2. 49 C.F.R. Part 21 (Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964), including amendments thereto;
- 24.3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,

- (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 24.4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 24.5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- 24.6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 24.7. The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 24.8. Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. §12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodations, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- 24.9. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. §1681 *et seq.*).
25. **COMPANY WILL NOT SELL or DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this Contract. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this Contract.
26. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's Project Manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the city's premises. Further, the Company shall be responsible for any damage to or loss of the City's equipment or facilities arising out of the negligent or willful act or omission of the Company or its subcontractor.
27. **NO LIENS.** All products provided under this Contract shall be delivered and remain free and clear of all liens and encumbrances.
28. **BACKGROUND CHECKS.** Prior to starting work under this Contract, the Company is required to conduct a background check on each Company employee assigned to work under the

Contract, and shall require its subcontractors (if any) to perform a background check on each of their employees assigned to work under the Contract (collectively, the "Background Checks"). Each Background Check must include: (a) the person's criminal conviction record from the states and counties where the person lives or has lived in the past seven years; and (b) a reference check.

28.1. The Company must follow all State and Federal laws when conducting Background Checks, including but not limited to the Fair Credit Reporting Act requirements, and shall require its subcontractors to do the same.

28.2. The Company shall notify the City of any information discovered in the Background Checks that may be of potential concern for any reason.

28.3. The City may conduct its own background checks on principals of the Company as the City deems appropriate. By operation of the public records law, background-checks conducted by the City are subject to public review upon request.

29. **CHARLOTTE DIVERSITY AND INCLUSION PLAN.** The City is committed to diversity and inclusion and complies with two different programs, the Charlotte Business INClusion ("CBI") Program and the Disadvantaged Business Enterprise ("DBE:") Program, depending on the funding source associated with the Work. The terms and conditions of the applicable program are attached hereto in **Exhibit B**.

30. **NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

For The Company:	For The City:
	Charlotte Douglas International Airport
	Attn:
	5601 Wilkinson Boulevard
	Charlotte, NC 28208
	Phone: 704-
	E-mail:
With Copy To:	With Copy To:
	Charlotte Douglas International Airport
	Attn:
	5601 Wilkinson Boulevard

	Charlotte, NC 28208
	Phone:
	E-mail:

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

31. MISCELLANEOUS.

- 31.1. Non-Exclusivity. The Company acknowledges that it is one of several providers of the Work to the City and the City is not obligated to contract with the Company for any particular project.
- 31.2. Time is of the Essence. Time is of the essence in having the Company perform all Work and deliver all items within the time frames provided by this Contract and **Exhibit A**, including all completion dates, response times and resolution time. Except as specifically stated in the Contract, there shall be no extensions of the stated time frames. All references to days in this Contract (including the Exhibits) shall refer to calendar days rather than business days, unless the Contract provides otherwise for a specific situation.
- 31.3. Entire Contract. This Contract including all Exhibits constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and Bid, written or oral.
- 31.4. Amendment. No amendment or change to the Contract shall be valid unless in writing and signed by both parties to the Contract.
- 31.5. Assignment, Transfer and Subcontracting. No part of this Contract shall be assigned, transferred or subcontracted by the Company, absent prior written approval by the City, which shall not be unreasonably withheld.
- 31.6. Service Changes and Change Orders. In the event changes to the Work (collectively "Change"), become necessary or desirable to the parties, the parties shall follow the procedures set forth in this Section. A Change shall be effective only when documented by a written amendment to this Contract executed by both parties. The amendment shall set forth in detail (i) the Change requested, including all modifications of the duties of the parties; (ii) the reason for the proposed Change; and (iii) a detailed analysis of the impact of the Change on the results of the Work including the impact on all delivery dates and any associated price.

In the event either party desires a Change, the Project Manager for such party shall submit to the other party's Project Manager a written request for the Change. If the receiving party does not accept the Change within ten (10) days, the receiving party shall be deemed to have rejected the Change request. If the parties cannot reach an agreement on a proposed Change, the Company shall nevertheless continue to render performance under this Contract in accordance with its (unchanged) terms and conditions.

Changes that involve or increase the amounts payable by the City require execution by the Aviation Director or a designee depending on the amount. Some increases may require execution by the City Manager or a designee or approval by Charlotte City Council.

- 31.7. Governing Law and Jurisdiction. North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.
- 31.8. Binding Nature and Assignment. This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 31.13 constitute an assignment.
- 31.9. Survival of Provisions. Those Sections of the Contract and the Exhibits which by their nature would reasonably be expected to continue after the termination or natural expiration of the Contract shall survive the termination or natural expiration of the Contract, including but not limited to all definitions and Sections 6.9, 6.10, 7, 10.5, 12, 14, 15 and 27.6.
- 31.10. Severability. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of this Contract so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 31.11. No Manufacturer or Dealer Advertisement. No manufacture or dealer shall advertise on goods delivered to the Airport without prior approval by the Aviation Director, or his designee.
- 31.12. Waiver. No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 31.13. Change in Control. In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to

- the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 31.14. Force Majeure. Neither party hereto shall be liable to the other for any failure, delay or interpretation in the performance of any of the terms, covenants, or conditions of this Contract due to causes beyond the control of that party including, but not limited to, court order, shortages of materials, acts of God, act of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage or other circumstances for which such party is not responsible, which the party cannot reasonably circumvent or which are not in its power to control, for as long as such cause continues. This Section does not include strikes, slow-downs, walkouts, lockouts and individual disputes.
- 31.15. No Limitations on Disclosure. The Company agrees that the Airport shall be able to disclose and distribute to any persons or entities, without restrictions, all Work and samples provided under this Contract or solicitation. The Company specifically agrees that the Airport can and will provide samples of the Work provided under this Contract to the Company's competitors in any future procurement process.
- 31.16. No Bribery. The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 31.17. Familiarity and Compliance with Laws and Ordinances. The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Work. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.
- 31.18. Taxes. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the performance of the Work.
- 31.19. Prompt Payment. Provided that there has been no delay or default by City in making necessary funds available to it, Company shall make prompt and timely payment of all its obligations arising out of this Contract. Company shall pay out of its own funds any penalty, fine or like assessment resulting from any intentional or grossly negligent late payment of any obligation related to this Contract. City shall have the right to contact Company's vendors to verify compliance with this provision.
- 31.20. Ownership of Work Product. The City shall own title to and all intellectual property

rights in and to all documents, reports, specifications, designs, developments, computations, and other materials prepared, obtained or delivered under the terms of this Contract (collectively the "Deliverables"). The City may use, transfer, copy and distribute the Deliverables without restriction or limitation. The City accepts responsibility for any changes made by the City to these Deliverables after final submittal by the Company. The City acknowledges and agrees that the Company may retain one copy of each Deliverable and use the Deliverable solely for its internal general reference. Any modification of the Deliverables by the City without the involvement of the Company shall be at the sole risk of the City. The Company shall cooperate with and provide reasonable assistance to the City as necessary to obtain or enforce any patents, copyrights or other proprietary rights in the Deliverables and to execute all Deliverables necessary to give the City full legal ownership of such Deliverables. The Company shall also take all necessary actions to ensure that all employees and approved subcontractors engaged by the Company in connection with the Contract are bound by the terms of this Section. The Company shall, as required for the performance under this Contract and otherwise upon the request of the City or upon expiration or termination of this Contract, deliver to the City all Deliverables. Company acknowledges that all information included in the material provided under this Contract is public record except for information that falls under one or more of the statutory exceptions set forth in Chapter 132 and 66-152 *et seq.* of the North Carolina General Statutes. Company may only designate information confidential that it, in good faith, considers a trade secret or confidential under North Carolina public records and trade secret law. However, CLT reserves the right to review and make any final determination on if any material submitted is in fact protected by an exception to North Carolina's public record law. Company agrees that the City may reveal any trade secrets or confidential information to City staff, consultants or third parties assisting with this Contract. Where information is marked Trade Secret or confidential, Company agrees as a separate indemnity, to indemnify, defend and hold harmless the City and each of its officers, employees and agents from all costs, damages and expenses incurred in connection with the City choosing to withhold any material based on Company's designation of said material as a trade secret or confidential.

- 31.21. Approvals. All approvals or consents required under this Contract must be in writing.
[Include below Confidentiality provision if confidentiality terms were included in Form 1 of the RFP- if after the RFP it is determined a confidentiality agreement is needed, see legal]
- 31.22. Confidentiality Requirements. The Company acknowledges that it is bound by all terms and conditions contained in the Confidentiality Requirements with respect to any confidential information which it obtains access to in connection with this Contract. A signed copy of this Contract is attached hereto as part of **Exhibit B**.
- 31.23. CLT Project Control Software. Company shall use the City's web-based project control software for records retention and management of the Work documentation. Documents, forms, and processes that will be used in such project include but are not

- limited to, any schedules, submittals, requests for information, change notices, change requests, project plan, letters, meeting notifications, meeting minutes, and other communication. If an item is not covered by the project control software, submission shall be made as directed by CLT. CLT will provide access, technical service, and training for the web-based project control software at no cost to the Company. Publicity and Other Public Statements. Advertising, sales promotion or other materials of the Company or its agents or representatives shall limit the identification or reference to this Contract to the general physical description and location of the approved final design or product of the Work. Descriptions of conceptual or alternative designs or products considered for the Work shall not be included in advertising, sales or other materials. As a condition of entering into this Contract, the Company further agrees to refrain from the following, absent the City's prior written approval: (i) making any statement to the media or public regarding the subject matter of this Contract or the City's position on any issue relating to this Contract; or (ii) making any statement to the media or public on any issue which, in the City's judgment, is likely to cast doubt on the competence or integrity of the City or the Company. Failure to comply with this Article by the Company shall constitute a material breach and, without limiting any other remedies the City may have, shall entitle the City to terminate this Contract for default.
- 31.24. No Third Party Benefit. The provisions of this Contract are for the sole benefit of the Parties hereto. Except as expressly provided herein, this Contract neither confers any rights, benefits, or claims upon any person or entity not a Party hereto nor precludes any actions against, or rights of recovery from, any persons or entities not Parties hereto.
- 31.25. E-Verify. Unless otherwise exempted, Company shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Company utilizes a subcontractor, Company shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
- 31.26. Iran Divestment Act and Israel Boycott. By executing this Contract, the Company represents and warrants that it is eligible to contract with the City because it is not identified as an ineligible company on the State Treasurer's list created pursuant to G.S. 147-86.58 or identified as a restricted company for purposes of the Israel Boycott. The Company also agrees to immediately notify the City if it is identified as an ineligible company on either list at any time.
- 31.27. Construction of Terms. Both parties have carefully considered the particular language used in this Contract. The general rule of law that ambiguities are construed against the drafter will not apply.
- 31.28. Days. Unless specifically stated otherwise, all references to days in this Contract refer to calendar days rather than business days.
- 31.29. Conflict of Interest. The Company will not take any action that is or is likely to be perceived as conflict of interest under this Contract. The Company or its subcontractor has not made and will not make any gifts to City employees or officials in connection

with this Contract.

- 31.30. Pre-Audit. [Delete altogether if contract is encumbered OR For NTE Contracts where the City commits to spend funds but none in the first fiscal year:] Notwithstanding anything contained herein to the contrary, the parties acknowledge and agree that no pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract imposes no financial obligation on the City that will become due during the City's current fiscal year. The City's fiscal year runs from July 1 to June 30. The current fiscal year is the one in which the Contract is executed. [OR For NTE Contracts where it is unit price with no firm purchase commitment:] No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding PO or contract addendum containing a pre-audit certificate. [OR if NTE Contract and the funds are going to be encumbered via addendum/task order:] The Company will execute and submit to the City a proposed Task Order for each scope of work that the Company proposes to provide to the City under this Contract. The City may accept the proposed Task Order by issuing a purchase order. Upon issuance of such purchase order the Task Order and purchase order shall be deemed incorporated into and made a part of this Contract, and each reference to an accepted Contract Addendum in this Contract shall be deemed to include both the Task Order in the form accepted by the City and the purchase order. In the event of a conflict between the main body of this Contract and the Task Order, the main body of this Contract shall prevail. The City will not be legally obligated by a Task Order absent a City issued purchase order.
32. **NON-APPROPRIATION OF FUNDS.** If the City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

[ENTER COMPANY NAME]

CITY OF CHARLOTTE

BY: _____

BY: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

This instrument has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act."

EXHIBIT C – INVOICING REQUIREMENTS

1. Before delivering goods and/or services, request a purchase order (PO) from the Aviation Department contact for which the work is being performed. A PO is **not** required if a credit card is being used to facilitate the purchase transaction.
2. Once the request is received, the City of Charlotte (COC) will send an email notification to the vendor that provides the COC PO and/or contract number to include on the invoice.
3. Each invoice **should include** the following information:
 - The current COC PO number and/or contract number,
 - The PO line number for each good and/or service (for a multi-line PO),
 - All applicable sales taxes as separate line. *The City of Charlotte is not exempt from sales tax; therefore, do not combine sales tax with the cost of goods and/or services.*
4. The invoice should be consolidated with the supporting documentation. If the invoice and supporting documentation are separate, clearly notate the invoice number and COC PO number on the supporting documentation.

Submit as a combined document the completed invoice, and supporting documentation, in PDF form either via email or U.S. mail using the billing information below:

<u>Invoice Mailing Address:</u>	<u>Invoice Email Address</u>
City of Charlotte Attention: Aviation Department - AP 5601 Wilkinson Blvd., Charlotte, NC 28208	COCAP@charlottenc.gov In the Subject Line of the email, add the word "<u>AVIATION</u>" & insert the current "<u>PO Number</u>".

Please note: If the Aviation Department has paid the invoice via a credit card, indicate on the invoice the total due as "\$0.00".

For questions about this memo or questions specific to an Aviation invoice, please contact Maria Teresa Allera by phone at 704-359-1869 or by e-mail: mariateresa.allera@cltairport.com.

EXHIBIT D – TASK ORDER DOCUMENT

Go to next page.

Task Order Document – Aviation Department

Request and Price Proposal for Consultant Services

Please provide a Price Proposal for the Company's cost and time to perform the Architectural Services required for the Task Order Project described below within ten (10) business days of the Request Date. Your Price Proposal shall be a lump sum all-inclusive amount that covers every aspect of work required to provide the services and all of the Deliverables associated therewith in accordance with the terms and conditions of your Professional Services Agreement with the City. **Your Price Proposal must identify all costs for which the City will be responsible.**

SERVICE REQUEST DETAILS (Provided by Airport)

REQUEST DATE	
DESCRIPTION OF PROJECT	

PRICE PROPOSAL (Provided by Company)

DELIVERABLES: All Deliverables that will be needed to complete the services required for the project shall be identified in the table below. Company may use as many lines as necessary to capture the costs associated with all Deliverables and Expenses required to perform the project work. Company's Price Proposal shall be based upon and use the hourly rates set out in Exhibit B to the Agreement. Company may submit its Price Proposal in another format if, at a minimum, the information requested below is included.

ITEM	CATEGORY	DESCRIPTION	TARGET COMPLETION DATE	COST
1	Deliverable			
2	Deliverable			
3	Deliverable			
4	Expenses			

TOTAL AMOUNT OF COMPANY'S PRICE PROPOSAL: \$ _____

Diversity and Business Inclusion Programs:

By signing this Task Order Request and Price Proposal, Company agrees that it will comply with the requirements of the applicable Diversity and Business Inclusion Program as set out in further detail in the Agreement depending upon whether the project is funded with Federal or Non-Federal funds.

The CBI goal for this Task Order Project is _____ %. Upon execution of the Task Order Request and Price Proposal, Company is expected to provide completed copies of the CBI Form 4 – Letters of Intent for all participating CBI subconsultants.

Every aspect of the Company's Price Proposal must be complete and appear on this Task Order Request and Price Proposal form. The form, together with any attachments or supplemental pages, must be emailed to xxxxxx@cltairport.com on or before the Proposal Deadline listed above.

Company submits this Price Proposal to perform the Services requested in this Task Order Document. Upon acceptance of Company's Price Proposal, the Task Order Document shall be incorporated into the Company's Professional Services Agreement with the City, and the terms and conditions thereof shall apply and govern the performance of Services hereunder.

COMPANY NAME

BY: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

To be attached to the purchase order for this task.

EXHIBIT E– TRAVEL AND EXPENSE REIMBURSEMENT PROTOCOL

I. Transportation Expenses.

- a. Reasonable transportation expenses will be paid on the basis of actual costs. Requests for reimbursement for a transportation expense must include itemized receipts.
- b. Company is expected to use the most economically feasible mode of transportation giving consideration of time constraints, productive hours and distance involved. If Company elects to use a more expensive travel option, Company will only receive reimbursement equivalent to the least expensive option.
- c. The City will not pay additional expenses resulting from arriving earlier or staying later than necessary to conduct official business
- d. The use of a rental car requires a written business purpose explanation.
- e. Fines for parking violations, moving violations, speeding tickets, etc. are the responsibility of the Company and will not be reimbursed by the City.

II. Air Travel.

- a. Company will not be reimbursed for priority airline boarding, US Customs Trusted Traveler Program fees, upgraded airline seats including preferred seating in coach, in-flight movie rental, flight insurance, or other voluntary amenity services.
- b. In lieu of fees for airport parking, transportation to the airport from origination via a TNC service, taxi, black car, etc. is reimbursable up to the total of the prevailing CLT Business Valet rates for the business trip.
- c. Per IRS, mileage to/from the airport is reimbursable only if traveling directly from the office to the airport and requires supporting documentation.

III. Driving Expenses. Company may be reimbursed for mileage based on the documented use of a private vehicle for business travel and in consideration of the most economical feasible transportation method; however, as per IRS guidelines, mileage between a residence and an airport is not reimbursable.

IV. Lodging Expenses.

- a. Lodging expenses will be paid by the City in accordance with the GSA lodging rate for a specific city.
- b. The City will pay lodging for the minimum number of nights required to conduct the assigned business.

c. Company shall not be reimbursed for in-room movie rentals, laundry fees, fitness room fees, hotel room upgrades, or other voluntary, unspecified hotel amenity charges.

V. Meals and Incidental Expenses.

a. Company will be reimbursed on the GSA per diem basis for meals and incidental expenses incurred specifically during the business portion of travel. GSA per diems for meals and incidental expenses can be found at the GSA website www.gsa.gov/portal/content/110007.

b. Incidental expenses consist of fees and tips for persons who provide services, such as porters and baggage carriers, incurred when traveling overnight.

VI. Miscellaneous Expenses. Company may be reimbursed for other business-related expenses, including local registration fees, parking fees, etc. Itemized receipts must be submitted with request for reimbursement for any such expenses.

VII. Documentation and Procedure.

a. Itemized receipts for the cost of lodging, transportation (airfare, shuttles, light rail, taxis, parking, etc.) and registration fees must be submitted to be reimbursed.

b. Mileage reimbursement requests must be supported by documentation evidencing actual mileage such as a Google Maps printout.

c. If upon review of the travel expenses, any expense item requires additional clarification, the Company may be required to submit additional supporting documentation in the discretion of the City. If acceptable supporting documentation is not submitted, the expense item in question may be disapproved.

EXHIBIT F - CONFIDENTIALITY REQUIREMENTS

Company hereby agrees to comply with all confidentiality requirements set forth below in connection with this Agreement.

1. Confidential Information

Confidential Information includes any information, not generally known in the relevant trade or industry, obtained from the City or its vendors or licensors or which falls within any of the following general categories:

- A. Trade secrets. For purposes of this Agreement, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the City has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- B. Information of the City or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
- C. Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- D. Information contained in the City/County's personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered and/or maintained by the City about employees, except for that information which is a matter of public record under North Carolina law.
- E. Citizen or employee social security numbers collected by the City.
- F. Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- G. Local tax records of the City that contains information about a taxpayer's income or receipts.
- H. Any attorney / client privileged information disclosed by either party.

- I. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- J. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
- K. Building plans of City-owned buildings or structures, as well as any detailed security plans.
- L. Billing information of customers compiled and maintained in connection with the City providing utility services.
- M. Other information that is exempt from disclosure under the North Carolina public records laws.

Categories A through L above constitute "Highly Restricted Information," as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by these requirements, and agrees that: (a) all requirements set forth herein applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

2. Restrictions

The Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- A. It shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information.
- B. It shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information of the other to any third party or to any individual employed by the Company, other than an employee, agent, subcontractor or vendor of the City or Company who: (i) has a need to know such Confidential Information, and (ii) has executed a confidentiality agreement incorporating substantially the form of this Section and containing all protections set forth herein.
- C. It shall not use any Confidential Information of the City for its own benefit or for the benefit of a third party, except to the extent such use is authorized by City as set forth herein, or is for the purpose for which such Confidential Information is

being disclosed.

- D. It shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information of the other.
- E. The Company shall use its best efforts to enforce the proprietary rights of the City and the City's vendors, licensors and suppliers (including but not limited to seeking injunctive relief where reasonably necessary) against any person who has possession of or discloses Confidential Information in a manner not permitted by City.
- F. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, the Company shall assert these provisions as grounds for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- G. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.

3. Exceptions

The parties agree that the Company shall have no obligation with respect to any Confidential Information which the Company can establish:

- A. Was already known to the Company prior to being disclosed by the disclosing party;
- B. Was or becomes publicly known through no wrongful act of the Company;
- C. Was rightfully obtained by the Company from a third party without similar restriction and without breach hereof;
- D. Was used or disclosed by the Company with the prior written authorization of the City;
- E. Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, the Company shall first give to the City notice of such requirement or request;

- F. Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take use its best efforts to obtain an agreement or protective order providing that, to the greatest possible extent possible, the confidentiality requirements set forth herein will be applicable to all disclosures under the court order or subpoena.

4. Unintentional Disclosure

Notwithstanding anything contained herein in to the contrary, in the event that the Company is unintentionally exposed to any Confidential Information of the City, the Company agrees that it shall not, directly or indirectly, disclose, divulge, reveal, report or transfer such Confidential Information to any person or entity or use such Confidential Information for any purpose whatsoever.

5. Remedies

The Company acknowledges that the unauthorized disclosure of the Confidential Information of the City will diminish the value of the proprietary interests therein. Accordingly, it is agreed that if the Company breaches its obligations hereunder, the City shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

EXHIBIT G

CBI FORM 4 – LETTERS OF INTENT

Executed copies of CBI Form 4 Letters of Intent are deemed to be incorporated herein.