



REQUEST FOR QUALIFICATIONS (RFQ)

for

LYNX Red Line Design Update

RFQ# 269-2023-1482

Date Issued:

April 12, 2023



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1 REQUEST FOR QUALIFICATIONS (RFQ) INSTRUCTIONS

1.1 Public Notice

The City of Charlotte (“City”), through its Charlotte Area Transit System (“CATS”) department, is soliciting Statements of Qualifications (SOQs) from firms/teams (Firms) to provide the LYNX Red Line Design Update (Services). The City is seeking firms whose combination of experience and expertise will provide timely, professional services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFQ process.

Information related to this solicitation, including any addenda, will be posted to the City’s website at the following link: [Doing Business with the City](#). For questions related to this solicitation contact:

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1.2 Description of Project

a) Background

On February 19, 2019, the MTC approved a new Locally Preferred Alternative (LPA) for the North Corridor. The LPA established a North Corridor public transportation strategy that includes near- term Bus Rapid Transit improvements in the I-77 corridor while continuing a long-term vision confirming the Norfolk Southern O-Line as an important regional transportation corridor for future regional rapid transit/local mobility options.

The MetroRAPID North BRT Planning Study was adopted by the MTC in May 2022. The next step is to update the design plans for the LYNX Red Line Commuter Rail. There have been several changes in the corridor since the original design was complete in 2009 and this update will revisit several key elements of that design.

b) Project Description

The LYNX Red Line is a 25-mile commuter rail project using the existing Norfolk Southern rail line. The Red Line would directly serve the Downtowns of Huntersville, Cornelius, Davidson, and Charlotte. It would also provide the opportunity for expansion into Iredell County serving the key destinations of Lowes Headquarters and Downtown Mooresville.

Stations will function not only as park and rides but as integrated mobility hubs with bus services and first/last mile connections. Stations will also be incorporated into surrounding Transit-Oriented Developments. The Red Line would provide a direct connection to the Charlotte Gateway Station and the surrounding entertainment district including the Carolina Panthers, Charlotte Knights, and Charlotte Football Club. The Gateway Station would also provide connection to the LYNX Silver Line, CityLYNX Gold Line, Amtrak, and intercity and local bus services.

In September 2022, the MTC took action to amend the FY2023 Capital Investment Plan (CIP) to include \$5 million to advance the LYNX Red Line. The previous Red Line design was completed in 2009, and the corridor has gone through several changes since then. This first phase of design will focus on defining the project in accordance with these changes and the requests and needs of the public and the municipalities in the corridor. It will focus on public outreach, updating the grade crossings and track design, examining options a new vehicle maintenance facility, reevaluating vehicle technologies and service levels, confirming station locations and analyzing new alignment options into Center City.

c) Project Schedule

The project is anticipated to begin in August 2023 with a completion target of August 2024.

1.3 Scope of Services:

The Design Consultant shall perform Project Management, Planning, Design and Engineering services for the Charlotte Area Transit Systems (CATS) LYNX Red Line Commuter Rail Project. Below is the scope for this phase of the project. CATS may request the Design Consultant to perform additional tasks in future phases including Planning, Design, preparation of a Draft and Final Environmental Impact Statement, New Starts submittals, Engineering drawings (15%, 30% and 65%), calculations, reports, schedules, and cost estimates to a level as to complete Project Development (PD) as defined by the Federal Transit Administration.

The Design Consultant will work under the direction of CATS Senior Project Manager or proxy (as approved by the CATS Senior Project Manager). The Design Consultant will be responsible for the communication and coordination throughout the entire Consultant team, and the production, approval, and finalization of all customary products necessary to complete the Design Update.

The scope of services also includes coordinating with all other project Consultants under contract with CATS, including Safety and Security, ROW Acquisition, Travel Demand Modeling (TDM), Financial Consultants among others as determined by CATS. The Design Consultant will also be responsible for coordinating its analysis and design with the work of the City of Charlotte, future Transit Oriented Development (TOD) Consultants, Public and Private utilities, NCDOT, Railroads, the Towns of Huntersville, Cornelius, Davidson and Mooresville, and other third parties as directed by CATS.

The scope of services for this phase will include the following:

Task 1 - Project Management

The purpose of this task is to develop and implement the systems and protocols to manage the Consultant effort in coordination with CATS staff and to prepare the project for entrance into FTA Project Development.

- Design Consultant Project Management Plan

- The Design Consultant will develop a Project Management Plan that will apply to the activities of all Design Consultant team members on the Project.
- Project Kick-off Meeting
 - The Design Consultant will conduct a half-day project kick-off meeting involving key City staff and Design Consultant team members. The Design Consultant shall provide the meeting space, logistics, and meeting materials, to ensure a productive kickoff.
- CATS Project Management Meetings
 - The Design Consultant will attend bi-weekly meetings with CATS and other City Department staff to review progress and plan upcoming activities as directed by the CATS Senior Project Manager. The Design Consultant will attend, provide agendas and meeting materials as requested and document the meeting via meeting minutes, and action logs of on-going issues.
- CATS & Other City Departments/Towns Meetings
 - The Design Consultant will attend monthly meetings with CATS and other City Department and town staff to review progress and plan upcoming activities as directed by the CATS Senior Project Manager.
- Project Steering Team (PST) Meetings
 - PST meetings will be led by the CATS Senior Project Manager and CATS Senior Staff and supported by the Consultant Principal in Charge and PM to set the project's overall direction and approve the technical strategy.
- Executive Team Meetings
 - The Design Consultant may be called upon, occasionally, to attend Executive Team meetings with City staff and advisory or elected bodies, including Internal Coordination Meetings.
- Progress Reports and Invoices
 - Develop monthly progress reports, schedule tracking, and invoices
- Project Controls Plan
 - The Design Consultant will develop a Project Controls Plan (PCP) to address communications, document management, budget and schedule controls for the Design Consultant.
- E-Builder Set-Up and Support
 - The Design Consultant will use the City's web-based project control system, e-Builder, for document management, meeting minutes, submission, review and disposition of all deliverables, design reviews, invoice processing and other processes as determined by the City
- Document Management Set-Up
 - The Design Consultant will develop a Document Management Plan for the Design Consultant's documents for the Project. Documents to be addressed include: hard-copy and electronic media, correspondence, e-mail, minutes, reports, and drawings.
- Project Schedule Development & Set-Up

- Develop and maintain a project schedule detailing deliverables, review periods, milestones and critical decision points for each major task through contract completion.
- Quality Assurance / Quality Control
 - The Design Consultant will establish a Quality Assurance / Quality Control Plan (QA/QC Plan) for the Design Consultant's services on the Project. The QA/QC Plan will provide for the control and on-going review of the Design Consultant's activities, independent reviews prior to major submittals and the process for documenting adherence to the QA/QC Plan.

Task 2 - Third Party Coordination and Agreements

- The Design Consultant will provide support to the City by:
 - Providing insight, experience, case studies and recommendations.
 - Providing meeting materials (drawings, sketches, maps and analysis).
 - Reviewing third party plans and designs; providing comments back to CATS.
- Coordination with Northern Southern, with both O-Line Access and new Uptown Access adjacent to the NS Main Line
- Other third party coordination includes CSX, NCDOT, the Northern Town Jurisdictions, Iredell and Mecklenburg Counties, development projects, Mecklenburg County Parks and Recreation, institutions, and other agencies

Task 3 - Public Involvement

The Consultant team will document effective public involvement strategies at the onset of the project and engage in the types of activities listed below to see that the public is informed in decision-making and project development.

- Public Involvement Plan
 - Identify how input from agencies and the public will be solicited and considered
 - Describe outreach tactics and strategies to engage the public in concept review
 - Outline the communications timeline for public input periods and meetings with city, county, and/or agency staff
 - Update stakeholder lists
 - The Design Consultant shall support the identification of and the communication to minority and ethnic populations along the corridor, provide outreach strategies for populations with Limited English Proficiency (LEP), and support the PIP through the preparation of technical materials for public meetings and attendance at meetings.
- Public Outreach
 - During the course of the study, the Project Team and the Design Consultant will conduct a number of public meetings to present information to the general public, as well as to receive input. The Design Consultant shall assist CATS community relations staff in preparing for these meetings, presenting technical information (when requested), and documenting the meetings and public input.

- The Design Consultant will also generate additional interactive surveys, maps, questionnaires, virtual open house documentation, and other public involvement efforts under this task including the incorporation of social media.
- Website Content
 - CATS' current website (www.ridetransit.org) will be used throughout the project duration. The City will develop and maintain this website for the LYNX Red Line project as a supplemental means to inform the public and to receive public input. Newsletters and other public information materials will be presented on the website. The Consultant will provide project updates and graphics for the website based on material developed in other tasks. The City will have final editorial review of all digital and print content related to the project.

Task 4– Data Collection

- Survey and Mapping
 - Survey information shall be obtained for all features in the rail and roadway right-of-way, existing track elements, for the corridor. Survey shall be provided to current City of Charlotte standards. Survey shall also include properties identified for other rail elements, including station sites, vehicle maintenance facility and all visible components from above and below, of bridges and large culverts along the corridor.
 - The Consultant will fly the entire corridor to obtain aerial imagery for photogrammetric mapping and also obtain aerial LiDAR data. The purpose of this strategy is to obtain as much data as possible while in the air to reduce surveying efforts, while supporting initial alignment design efforts.
- Geotechnical Subsurface Exploration
 - At this phase, geotechnical specialists will respond to specific high-level inquiries regarding potential alignment refinements. Based on corridor knowledge and a cursory review of publicly-available data, the Consultant will provide insights intended to inform the consideration of various alignment options, with a particular focus on areas where below-grade segments of alignment are being considered. No geotechnical field investigation or laboratory testing of soil samples will be performed.
 - The Consultant shall perform geotechnical subsurface investigations for certain elements of the corridor, including laboratory testing necessary for completion of design documents. These investigations may include soil boring, pavement testing and design, analysis, laboratory testing and engineering recommendations.

Task 5 - Advanced Planning

- Review Available Information
 - CATS will make available all information previously developed for the Project, via electronic files. The Design Consultant will utilize and build upon previous documents and decisions, avoiding unnecessary rework unless directed by the CATS.
- Ridership Demand Forecasts

- CATS will provide ridership demand forecasts for the Project using the STOPS model, as well as estimating ridership for special markets. This will include modeling multiple operating scenarios for current year and forecast year. The Design Consultant will provide data for the ridership demand forecasts and analysis of the model runs.
- Operations Planning
 - The Design Consultant will assist CATS in updating and expanding multiple operating scenarios to the current Operations Plan for the Project considering operating standards and projected ridership from the travel demand forecast. The Design Consultant will prepare a draft of the Operations Plan, consisting of the following elements:
 - Travel time calculations, including train simulations; Operating headway; Hours of operation; Rolling stock requirements; Bus Operations Plan review.
- Operations & Maintenance Cost Estimation
 - The Design Consultant will prepare an Operations & Maintenance (O&M) Cost Methodology Report and develop an O&M Cost Estimating Model for Commuter Rail. The methodology will allow calculation of O&M cost estimates as a function of the service levels required to operate and maintain each alternate under consideration.
- Station Locations and Platform Type Validation
 - The Design Consultant will work with CATS, the Towns/City Consultant and Ridership Demand Forecast Consultant to re-evaluate the proposed station locations and document any needed changes or reconfiguring of the proposed stations, including the number, type and location of stations, special event considerations, amenities, bus bay requirements and park-and-ride facilities.
 - The Consultant will participate in a series of joint workshops (up to three one-day workshops) with Town and City staff and stakeholders to review and confirm general station locations. The goal of the workshops is to confirm the following attributes for all stations:
 - General location (closest intersection);
 - Proximity to nearest stations and ideal total corridor station number analysis
 - Station access (walk-up, park-and-ride, TOD integration)
 - Potential parcels for parking; and
 - Key connections to surrounding areas.
 - The Design Consultant will study the platform compatibility of the CGS platform as well as the other stations' platform configurations.
- GIS Support for Planning and Engineering
 - The Design Consultant will provide a specialist to support the GIS mapping requirements of the planning, environmental and engineering activities on the

project, including data conversion, digital mapping, spatial analysis, spatial database design, and cartographic support.

- New Starts Templates
 - Upon completion of the cost estimate, the Consultant, in coordination and at the direction of the City, will complete an initial assessment of the New Starts templates for Mobility Improvements, Environmental Benefits, Congestion Relief, and Cost Effectiveness. The Consultant will coordinate as needed with the Financial Consultant and others, responsible for preparing the Economic Development, Land Use and Financial Commitment submittals.

Task 6 - Environmental Assessment

- Evaluate Existing Environmental Assessment Document
 - The Design Consultant will review the existing Environmental Assessment document in detail with CATS, and provide recommendations, and a plan for all updates required to the document for reapproval by the appropriate resource agencies and the FTA. This phase will not include an update of the Existing Environmental Assessment Document
 - The Design Consultant will provide an initial assessment of any major environmental impact concerns for any new alignment considerations, including new Uptown Access alignments and any new double track segments.

Task 7 - Utility Coordination

- Utility Conflict Identification
 - The Consultant shall identify and contact all existing utilities on the corridor and organize design coordination with the affected parties. The Consultant shall obtain plan reviews comments, costs estimates where applicable as well as schedules, specifications, and other data from the utilities, to review in conjunction with the City.

Task 8 – Engineering Design Update

- Structural Analysis
 - Structural Analysis Reports will include the following:
 - Review of existing structure plans, inspection reports, load ratings, and special provisions, as available.
 - NCDOT will provide the current bridge rating documentation for the NCDOT bridge structures
- Engineering Design
 - The Design Consultant will review the existing Preliminary Engineering Plans and other design information resulting from the previous Red Line Design Work, and develop 15% design plans to support the cost estimate required for either a Small Starts or New Starts grant. 15% plans shall conform to the appropriate current AASHTO Roadside Design Guide, AASHTO Specifications for Urban

Design, and current practices of NCDOT, AREMA, and the requirements of the City.

- 15% Design Plans for a New Uptown Access design, including:
 - Alternatives Analysis: Evaluation of potential alignments for access from the O-Line to Charlotte Gateway Station
 - Evaluation Planning, including field investigations and data collection (survey, geotechnical, Utility investigations). Environmental Factors shall also be considered.
 - Conceptual Design (15%) submittals include development of plans to a point of sufficient detail to perform initial Constructability Reviews
- Review and update the 90% Track Plans
- Review and update the 90% Grade Crossing Plans
- Review and update the 30% Station Plans
- CGS Platform Constructability Analysis
 - The Design Consultant will meet with the CGS Design Team to review the CGS design and construction schedule.
 - Based on the conclusion of the Operations Plans including train schedules and frequencies, the Design Consultant will determine what platform needs will be required for the Red Line Project through a Capacity Analysis.
 - Additional capacity at CGS may be required such as the construction of the second platform. The Design Consultant will perform a Constructability Analysis based on the CGS design and construction schedule to determine what service and platform components are required to be constructed at the time of the CGS construction.

Task 9 – Systems Engineering Design

- Switch Point Detection Design
 - The Design Consultant will provide design drawings and details for the switch point detection indication system for the passing sidings, yard, and VMF, as applicable.
- Systems Requirements Solicitation and Coordination
 - The Design Consultant will facilitate a series of workshops with CATS and other City representatives to solicit Systems requirements for the purposes of conceptual systems design development, planning and project budgeting.

Task 10 - Vehicle Coordination

- Vehicle Coordination
 - The Design Consultant shall review of the vehicle specifications previously developed in the previous Red Line Design and the compatibility with the proposed station platform design and vehicle maintenance facility design.
 - The Design Consultant will perform an analysis of existing and emerging vehicle technologies that are compatible with the envisioned operations and make a recommendation of a preferred vehicle type.

Task 11 - Vehicle Maintenance Facility

- Vehicle Maintenance Facility
 - The Design Consultant will collaborate with CATS to evaluate the vehicle maintenance needs for the commuter rail fleet and determine the size of facility needed.
 - The Design Consultant will perform Conceptual Engineering for a the VMF site. This work shall include:
 - Alternatives Analysis: Evaluation of potential sites on or near the corridor (including the New NCDOT Maintenance facility), conceptual facility layout, and evaluation planning.
 - Evaluation Planning, including field investigations and data collection (survey, geotechnical, Utility investigations). Environmental Factors shall also be considered, including public involvement and site suitability.
 - Coordination with CATS personnel concerning maintenance protocols, conceptual operations and maintenance plans, and applying best practices.
 - Identification of regulatory requirements, and cost estimation, including a capital cost methodology report, and conceptual cost estimate and schedule.
 - Conceptual Design (15%) submittals include development of plans to a point of sufficient detail to perform initial Constructability Reviews

Task 12 – Engineering Cost Estimation

- Engineering Design – Cost Estimate – 15% Design
 - The Design Consultant shall prepare an Opinion of Probable Construction Cost Estimate Report, based on the updated 30% draft design plans, in the approved standard cost category Federal format or other quired Federal format as directed by the City.
 - Draft and Final Cost Methodology Report (one round of comments and revision included)

Follow the link below to the previous work done for the Red Line Design. This link has been created at <https://app.e-builder.net/public/publicLanding.aspx?QS=3bb7b3a0b88948afb3cca9c1fd681066> This is a public folder and an e-Builder account or password is not needed.

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

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

DATE	EVENT
April 12, 2023	Advertisement of RFQ
April 26, 2023	Virtual Pre-Response Meeting at 10:00 AM ET* No onsite meeting will be held, and firms should not come to the City expecting to attend in person. Specific instructions for attendees are provided below.
May 3, 2023	Submission of Written Questions. Questions are due by 2:00 PM ET
May 10, 2023	Qualification Submittals Due by 2:00 PM ET
May 2023	Evaluation of Qualifications
June 2023	Interviews (Optional)
July 2023	City Council
August 2023	Contract Executed

*Specific Pre-Response meeting Instructions:

There will not be an in-person Pre-Response Meeting. The Pre-Response Meeting will be held using MS Teams. There will also be a dial-in number for those without access to MS Teams.

Go to the link below to join the meeting on the date and time designated.

Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 271 650 009 728

Passcode: ez22xz

[Download Teams](#) | [Join on the web](#)

Join with a video conferencing device

cityofcharlotte@m.webex.com

Video Conference ID: 115 664 870 8

[Alternate VTC instructions](#)

Or call in (audio only)

[+1 872-256-4172,,855127932#](#) United States, Chicago

Phone Conference ID: 855 127 932#

[Find a local number](#) | [Reset PIN](#)

Be sure to check the solicitation website for addenda before the Pre-Response Meeting and up until the submittal deadline for updates to this RFQ.

Attendance at the Pre-Response Meeting is not mandatory but is highly recommended.

1.3.1 **Submission of Statement of Qualifications (SOQ)**

The SOQ must be in the format specified in Sections 1.5 and 1.6 below. SOQs must be emailed to the Procurement Officer at the email below by May 10, 2023 at or before but no later than 2:00 PM EDT. All items required for a responsive SOQ shall be included. It is the sole responsibility of the firm to ensure that the SOQ package is received no later than the established due date and time. SOQs received after the due date and time will not be considered.

Transit Procurement Officer:
Jeremy Wall
(980) 406-6975
Jeremy.Wall@charlottenc.gov

The City will send an electronic acknowledgement of receipt. If you do not receive this acknowledgement contact Jeremy Wall to confirm its receipt.

When received, all SOQs, as well as correspondence relating to this RFQ, shall become property of the City.

1.4 **Evaluation Criteria and Process**

The SOQ will be evaluated based on the Firm's qualifications related to the specific services to be provided. This section provides a description of the evaluation criteria that will be used to evaluate the SOQ. To be deemed responsive, it is important for the Firm to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFQ. The Firm's Statement of Qualifications (SOQ) will be the primary source of information used in the evaluation process. Qualifications must contain information specifically related to the proposed Services requested herein. Failure of any Respondent to submit information requested may result in the elimination of the SOQ from further evaluation.

Qualifications will be assessed to determine the most qualified firm to provide the services outlined in this RFQ based on, but not limited to, the criteria below. Qualifications will be evaluated on the following categories:

Proposed Project Team and Organization	20 points
Proposed Project Staff Experience and Availability	25 points
Project Approach	25 points
Team's Comparable Project Experience	30 points
DBE Program Goal	Y/N
Acceptance of Terms of Contract/Exceptions	Y/N
Required Forms	Y/N

1.4.1 **Proposed Project Team and Organization.**

Respondents will be evaluated on the proposed team and organization information, specifically adequate staffing and proper organization for the Scopes of Service, key team members for each discipline within each Scope and their availability, and prior experience of the team working together.

See: Proposed Project Key Team Members and Organization of Team

Max Points: 20

1.4.2 **Proposed Project Staff Experience and Availability.**

Respondents will be evaluated on the experience of the proposed staff that demonstrates a history of success providing similar services with similar projects, including experience providing similar services for

similar projects. The Project Manager and other design related professionals referenced must be employed by the firm and licensed in the State of North Carolina.

See: Proposed Project Staff and Experience.

Max Points: 25

1.4.3 Project Approach.

Respondents will be evaluated based upon their understanding of the Scope of Services and proposed approach in completing the Services.

See: Project Understanding, Methodology and Approach

Max Points: 25

1.4.4 Team's Comparable Project Experience

Respondents will be evaluated on their past completed projects of similar size and scope.

See: Project Experience

Max Points: 30

1.4.5 DBE Procurement Program Goal

Respondents will be evaluated on indication to meet the DBE Goal. This shall be a prerequisite for further evaluation of the SOQ.

See: DBE Procurement Program Goal

Yes or No

1.4.6 Acceptance of the Terms of the Contract/Exceptions.

The City will evaluate the Qualifications for compliance with the terms, conditions, requirements, and specifications stated in this RFQ including the sample contract language provided in Attachment A.

Yes or No

1.4.7 Turn in Required Forms

Respondents will be evaluated on submission of Required Forms. If forms are missing, the SOQ may not receive further evaluation.

See: Required Forms

Yes or No

1.5 SOQ Format

The SOQ package should consist of a cover letter, responses to the specific inquiries in Section 1.6 below, and a set of completed Forms 1 through 6.

SOQs are limited to a maximum of **25** numbered, printed pages (12 ½ pages printed double-sided, 25 pages printed single-sided, or a combination not exceeding 25 pages of print), excluding required forms, covers, sub-tabs, and dividers. SOQs should be presented on 8-1/2" x 11" paper; however, pages with organizational charts, matrices, or diagrams may be presented on larger sheets. Type size should be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc., while maintaining legibility. Covers, dividers, required forms, and do not count toward the page limit. Non-conforming submissions may be removed from consideration at the sole discretion of the City.

1.6 SOQ Content

SOQ packages shall be arranged as follow:

Cover Letter: General Information

A. Describe your interest in this Project and the unique advantages your firm and team brings.

- B. What challenges or impediments could affect the successful completion of a Task Order? How do you propose to address and mitigate these? Give examples of similar challenges on your past projects.
- C. State any conflicts of interest your firm or any key team member may have with this Project.
- D. Identify and describe any pending claims, disputes, and/or litigation and any that occurred within the past five (5) years involving your firm or any of your proposed subconsultants. With respect to resolved matters, describe the outcome.
- E. Provide a description of the company that will enter into the contract(s) with the City, including origin, background, current size, financial capacity, available resources, general organization, and company headquarters. Identify the name and title of the person authorized to enter into the contract(s) with the City.
- F. List exceptions to the City's standard contract terms and conditions. A sample contract is attached as Exhibit A.
- G. Cover Letters will be limited to two pages and count toward the page limit.

Tab 1: Proposed Project Key Team Members and Organization of Team

- A. Provide an organization chart of all key team members who will be directly involved in providing services, including any subcontractors, to be assigned specifically to this Project.
- B. Identify the Project Manager who will be empowered to make decisions for and act on behalf of the entire team.
- C. Identify any member of the team that is certified as a minority, women or small business.
- D. Describe any previous collaboration(s) between key team members, the responsibilities of each team member during these collaboration(s), and the collaboration(s) outcome(s). Cite any significant achievements reached as a result of this collaboration. Discuss the successes of the team collaboration, any problems encountered, and methods used to mitigate issues.

Tab 2: Proposed Project Staff Experience and Availability of the Key Team Members

- A. Resumes may be submitted for each proposed key team member. Resumes should highlight experience gained in the last ten years. Resumes will be counted towards the page limit.
- B. Discuss your firm's/team's qualifications relating to this Project.
- C. Discuss availability of key team members by providing a list of current projects/work for each key team member.
- D. Describe any specific projects or examples that illustrates your team's availability and responsiveness

Tab 3: Project Understanding, Methodology and Approach

- 1. Discuss your firm's/team's understanding of the Project objectives and describe the proposed approach to deliver the Services in an effective, timely and professional manner. Describe any methods the team intends to use to reduce costs. Outline the project plans, structure and services to be

provided and how and when these services shall be provided. This description should fully and completely demonstrate the proposer's intended methods for servicing the requirements of all aspects of the Project set forth herein.

2. Describe any support needed from City staff in order to execute the Services.
3. Describe the team's management and quality control procedures, processes for performance, and past involvement in projects of similar nature to those anticipated as a result of this solicitation.
4. Discuss the team's experience with Task Order contracts.
5. Discuss the team's processes and procedures for meeting schedules and budgets.

Tab 4: Comparable Experience

A. List a maximum of five (5) relevant, similar projects, either currently in progress or having been completed ***in the past 10 years***, performed by key team members containing work comparable to the specific Scope of Services, including any projects with the City, as follows:

- List only projects involving the key team members or subcontractors proposed for this Project.
- List projects in date order with newest projects listed first and include the following:
 - Brief project description.
 - Owner's representative having knowledge of the team's work, include the representative's firm, phone, email, and physical address.
 - Contract dollar amount and total time period involved.
 - Explain your team's previous successes in being able to deliver similar projects on time and at or under budget.
 - Discuss the methods, approach and controls used on the project in order to complete it in an effective, timely, economical and professional manner.

Tab 5: Disadvantaged Business Enterprises (DBE) Inclusion Strategy

- Have you included Disadvantaged Business Enterprises on past similar projects? Please document any history of working with Disadvantaged Business Enterprises in your response.
- Identify outreach efforts that will be employed by the Firm to maximize inclusion; please identify outreach efforts that have already been conducted in connection with this RFQ.
- Please identify Disadvantaged Business Enterprises that may be utilized during the various phases of this Project.
- Please identify specific scopes of work to be performed by Disadvantaged Business Enterprises during various phases of this Project.
- For this RFQ, have you communicated with any local Disadvantaged Business Enterprises to discuss participation opportunities? If so, who? For what scopes?
- Provide a Disadvantaged Business Enterprises Participation Plan as required in Form 2 of this RFQ.

Tab 6: Required Forms

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

2 REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

2.1 Communications

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

2.2 Duties and Obligations of Firms in the RFQ Process

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

2.3 Addenda

In order to clarify or modify any part of this RFQ, addenda may be issued and posted at the City’s official website at this link: [Doing Business with the City](#). Any requests for additional information or clarifications should be submitted in writing to the Contracts Administrator listed in Section 1.1 by the “Deadline for Questions” stated in **Section 1.3 – RFQ Schedule of Events**.

2.4 No Collusion, Bribery, Lobbying or Conflict of Interest

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

2.5 Public Records

Upon receipt by the City, each SOQ becomes the property of the City and is considered a public record except for material that qualifies as “Trade Secret” information under North Carolina General Statute 66-152 et seq. SOQs will be reviewed by the City’s evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by the firm should be submitted in a separate, sealed envelope marked “Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this SOQ,” and (b) the same trade secret/confidentiality designation should be stamped on each page of the trade secret materials contained in the envelope.

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

2.6 Cost of SOQ Preparation

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

2.7 Advertising

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

2.8 Vendor Registration with City of Charlotte

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

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

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

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

2.10 Financial Capacity; Insurance Requirements

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

2.11 Ownership of Work Products

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

2.12 City Rights and Reservations

The City expects to select one or more firms, but reserves the right to request substitutions of any key team member, including staff and subcontractors. The City reserves the right to contact any firm/team for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any part of this RFQ as issued with an

addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFQ, to cancel the RFQ, to re-advertise for new RFQ responses either with identical or revised specifications, or to accept any RFQ response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

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

2.13 Contract

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

2.14 Equal Opportunity

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

2.15 E-Verify Certification

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

2.16 Familiarity and Compliance with Laws and Ordinances

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

2.17 Insurance Requirements

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

1. **Automobile Liability Insurance**: Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident and \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
2. **Comprehensive General Liability**: Bodily injury and property damage liability as shall protect the consultant and any subcontractor performing work under the agreement from claims of bodily injury or property damage which arise from operation of this agreement whether such operations are performed by the consultant, any subcontractor, or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of the agreement.

3. **Worker’s Compensation and Occupation Disease Insurance:** In conformance with State law, in an amount of \$100,000 each accident and disease for each employee, and \$500,000 disease policy limit providing coverage for employees and owners.
4. **Professional Liability Insurance:** In an amount of not less than \$1,000,000 each claim and \$1,000,000 aggregate.

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

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

2.18 Background Checks

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

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

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

2.20 Disadvantaged Business Enterprise (DBE)

Consistent with 49 C.F.R. Part 26, the City will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of the Contract. As a recipient of funds from the FTA, the City has established a Disadvantaged Business Enterprise (“DBE”) Program in accordance with regulations of the U.S. Department of Transportation (“DOT”), 49 C.F.R. Part 26 and has committed to ensuring compliance on all FTA-funded projects through monitoring, reporting, and goal-setting. In this regard, the Respondent/Design Consultant will take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform the Contract. Additional DBE requirements are set forth in Attachment A – Sample Contract of this RFQ.

The DBE contract goal for this project is set at 9%.

3 FEDERAL CONTRACT TERMS AND CONDITIONS

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

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

- 3.1 **Debarment and Suspension.** The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately. The Company's completed Form XX – Vendor Debarment Certification is incorporated herein as Form [EXHIBIT LETTER].
- 3.2 **Record Retention.** The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
- 3.3 **Procurement of Recovered Materials.** The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 3.4 **Clean Air Act and Federal Water Pollution Control Act.** The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 3.5 **Energy Efficiency.** The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- 3.6 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:

- 3.6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
 - 3.6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
 - 3.6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - 3.6.4. The Company's completed Form XX –Byrd Anti-Lobbying Certification is incorporated herein as Form [EXHIBIT LETTER].
- 3.7 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of \$100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
- 3.8 **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 3.9 **DHS Seal, Logo, and Flags.** The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- 3.10 **Buy America.**
Buy America requires all iron, steel and manufactured products used in the Project to be produced in the United States. Respondent understands it shall design the Project to be Buy America compliant. The essence of Design America is to be guided during design to only call out products

and processes that will ensure that the final design/implementation shall meet Buy America requirements.

- 3.11 The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter resulting from the Contract.

4. REQUIRED FORMS

[The rest of this page has been intentionally left blank.
The Required Forms are on the pages that follow.]

Form 1 – Execution of SOQ

LYNX Red Line Design Update

The person executing the SOQ, on behalf of the Consultant, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the Consultant has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of full and open competition in connection with any proposal or contract, that the Consultant has not been convicted of violating North Carolina General Statute 133-24 within the last three years, and that the Consultant intends to do the work with its own bona fide employees or subcontractors and is not proposing for the benefit of another company.

Submission of a response to this RFQ constitutes certification that the Consultant and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or agency. Submission is also agreement that the City will be notified of any change in this status.

NC General Statute 133-32 and City Policy prohibit any gift from anyone with a contract with the City, or from any person seeking to do business with the City. By execution of this SOQ, you attest, for your organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

The information contained in this SOQ, including its forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. This SOQ includes all information necessary to ensure that the statements therein do not in whole or in part mislead the City as to any material facts.

Type of Consultant: **Sole Proprietor**
(check 1 box) **Partnership**
 Corporation _____ (identify the State of
incorporation)
 Limited Liability Company _____ (identify the State
of incorporation)

Company Legal
Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Form 2 – DBE Participation Plan

SEE ATTACHED FORM A

Form 3 – Commercial Non-Discrimination Certification

Project Name: LYNX Red Line Design Update
Consultant's Name: _____

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

1. In preparing its SOQ, the Consultant has considered all bids/proposals 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, supplier or commercial customer 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 Consultant to any remedies allowed thereunder, including possible disqualification from participating in City contracts for up to two years.
4. As a condition of contracting with the City, the Consultant 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 subcontractors and suppliers. Failure to maintain or failure to provide such information shall constitute grounds for the City to reject the SOQ and to terminate any contract awarded on such SOQ. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Consultant to any remedies that are allowed thereunder.
5. As part of its bid/proposal, the Consultant shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Consultant in a legal or administrative proceeding alleging that the Consultant discriminated against its subcontractor, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. As a condition of submitting a bid/proposal to the City, the Consultant agrees to comply with the City's Commercial Non-Discrimination Policy as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder.

By: _____
SIGNATURE OF AUTHORIZED OFFICIAL

Title: _____

Form 4 – Vendor Debarment Certification

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under this Agreement, or persons or entities holding a greater than 10% equity interest in it (collectively “Principals”):

- Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency in the United States;
- Have within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
- Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

I hereby certify as stated above:

(Print Name)

Signature

Title

Date

I am unable to certify to one or more the above statements. Attached is my explanation. [Check box if applicable]

(Print Name)

Signature

Title

Date

Form 5 – Byrd Anti-Lobbying Certification

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

_____ (the "Company"), certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Company understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

(Print Name)

Company Name

Authorized Signature

Address

Date

City/State/Zip

Form 6 – Key Team Member Matrix

(Attach additional sheets as necessary)

KEY TEAM MEMBERS	Key Team Member 1	Key Team Member 2	Key Team Member 3
Name			
Professional Certifications/Licenses <i>(include Certification/License #)</i>			
Relevant Academic Degree(s)			
Proposed Role/Function for Projects	Project Manager		
Office Location (City, State)			
Number of Years with Current Firm			
Number of Years of Relevant Experience			
Availability to provide Services for this Project			
List Notable Projects/Experience			

EXHIBIT A – SAMPLE CONTRACT

[The rest of this page has been intentionally left blank.]