

THE  
NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION



REQUEST FOR QUALIFICATIONS

For

A MASTER DEVELOPMENT PARTNER

At

CHARLOTTE GATEWAY STATION  
TRANSIT ORIENTED DEVELOPMENT  
(Near Graham and Trade Streets, Charlotte, NC)

ISSUE DATE: August 13, 2012

Addendum #1 August 27, 2012

[Addendum #2 September 14, 2012](#)

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# North Carolina Department of Transportation Request for Qualifications

## I. Statement of Purpose

The purpose of this Request for Qualifications (RFQ) is to solicit and select a Master Developer who is capable of comprehensively managing the complex development process for North Carolina Department of Transportation (NCDOT) owned properties in the Charlotte Gateway Station area for the purposes of constructing a complex of transit facilities, infrastructure and mixed use development in accordance with the principles of Transit Oriented Development (TOD). As used in this RFQ, the term “Master Developer” shall indicate a development entity that can successfully demonstrate the greatest capacity to contribute financially, participate actively and manage thoroughly the development process for the Gateway Station project. The Master Developer must consider and demonstrate an understanding of the long range costs, responsibilities, and benefits of partnering with the public sector in designing, building, financing, operating, and maintaining the Gateway Station improvements. It is possible that the Gateway Station complex could be publicly or privately owned and managed and that properties envisioned for private development activity in the Project may be conveyed to the Master Developer (or any approved third-party developers or builders) through long-term lease and/or fee simple sale. CATS may need to own, operate, and maintain the additional transit hub within the Gateway Station area. Certain individual properties acquired by NCDOT may need additional review based on statutory authority restrictions on conveyance of property slated for transportation infrastructure use.

The NCDOT, in collaboration with the City of Charlotte (City) and Mecklenburg County (County), seeks an experienced Master Developer of mixed-use projects for the development of the Gateway Station complex known as “Gateway Station,” in the heart of Charlotte’s Uptown District. The NCDOT, with the City and County, wishes to achieve the following objectives:

- Establish a state-of-the-art iconic multi-modal transit center;
- Increase rail and bus transit ridership;
- Develop a financially viable mixed-use project using public and private-sector funding sources;
- Create new revenue sources for the public sector;
- Expand State and local property, sales and income tax base; and
- Implement urban design and TOD best practice principles.

This specific development project (Project) is envisioned by the NCDOT as an important step to introduce major multi-modal transit facilities, TOD and urban revitalization to this area of the City. The opportunity includes the redevelopment of all NCDOT owned property in the Gateway Station area as a means of facilitating the establishment of intercity passenger rail service, additional CATS transit hub and a signature regional train station complex. The Gateway Station area possesses the largest concentration of land in Uptown Charlotte, purchased for this purpose and comprised of approximately 20 acres along the Norfolk Southern Mainline. (See attached map Exhibit A)

There are 1,300 surface parking spaces currently occupying 13.2 acres of the property. Greyhound currently operates a bus facility on a block south of Trade Street which will be incorporated into the transit center.

The NCDOT intends to select a Master Developer who is sensitive to the land use desires of the broader community and willing to develop the Project in collaboration with the NCDOT and its partners, the City, County and Charlotte Center City Partners. The Master Developer must assemble resources and skilled staff who can oversee design, financing, development and construction of the transit center and all mixed-uses in the TOD that support surrounding neighborhoods and are acceptable to the various regulatory agencies.

The NCDOT is open to the consideration of a variety of project sizes, structures and business arrangements, including but not limited to: development contracts; long-term ground and facility leases; and/or a combination of arrangements. The NCDOT is also interested in a public/private partnership with the Master Developer that results in creative approaches to development that ensures maximum return to the NCDOT; while minimizing direct public financial participation and development risk. To support this partnership, the City and NCDOT are committed to considering options such as conveying land as equity (based on statutory authority restrictions of NCDOT property slated for transportation infrastructure use), providing public funding and financing, and leasing office space in the transit center and/or privately owned buildings alongside other private tenants. If it is determined that the project would benefit from amendment to statute the developer should be prepared to assist the State in drafting appropriate legislation for General Assembly consideration. However, as it relates to leasing of office space, the NCDOT will seek to minimize disruption of productivity and costs to public employees related to any possible relocation to the Gateway Station complex.

The NCDOT seeks to achieve the most appropriate TOD that will optimize the transit demands for the site. A significant feature of the Project will be the integration of the development program with potential redevelopment efforts of neighboring publicly and privately owned lands. The NCDOT owned properties have been made part of the Gateway Station project in order to determine the best disposition of NCDOT assets, the highest and best transit configuration for the NCDOT-owned properties, and the market potential for TOD. However, it should also be noted that other properties, not included in Exhibit A, being considered for inclusion must be addressed in any approved development plan. The Master Developers' demonstrated performance in other urban settings and the stated approach to coordination in this area are important evaluation factors in this RFQ.

## II. Site Context

The market potential for this site is driven by its function as a major employment node in Uptown Charlotte and surrounding the Gateway Station. It is adjacent to many of the City's major employment, cultural and educational institutions. The area enjoys proximity to several established neighborhoods.

The area is transportation rich. North-South Regional Light Rail is located within six blocks to the east. Streetcar and trolley lines are planned to connect east and west. Regional commuter rail is being planned to Iredell County in the North, with the potential for future extensions to Gaston and Union Counties, to the west and southeast respectively. Trade Street provides direct access to the west side and downtown. There are direct connections to I-77 and I-277 and I-85 nearby, and extensive commercial development located only a few blocks away along Tryon Street. Gateway Station is slated to provide important in-state passenger rail connections between Charlotte and Raleigh, and interstate Amtrak regional and future high speed rail service south to Atlanta and New Orleans and north to Richmond, Washington, D.C., Philadelphia, and New York City.

Connections within the City and region are possible via both existing bus service and the advent of future service via this multi-modal center to such places as the Charlotte-Douglas International Airport, major employment centers, medical institutions, shopping, Charlotte Motor Speedway and UNC Charlotte. Gateway Station and its surroundings will eventually become a signature address in Charlotte.

The local street network demonstrates the established character of the area. At Gateway Station, the north-south grid of the older City meets the somewhat broken east-west grid proximate to the historic mainline railroad corridor. Gateway Station, located in the middle, does not form a true crossroads and more often forms a gap between the 3<sup>rd</sup> and 4<sup>th</sup> Ward neighborhoods.

The Gateway Station complex has been assembled over the last 10 years to a point where it now has been cleared for redevelopment and is actively in use as surface parking. The NCDOT has approximately 1,300 parking spaces currently under contract. This function and revenue stream must be kept as a part of any redevelopment program, until such time as any specific parking parcel is to be developed for its final intended use.

The Gateway Station complex is envisioned to build upon the existing commercial, residential, cultural and educational institutions with the promise of strengthening the area to become one of the City's most attractive commercial, entertainment, retail and residential destinations. This vibrant area could serve as a bridge to reconnect and reenergize some of the City's most diverse and historically significant communities and resources. The market potential for this site is driven by its function as a major employment node that is adjacent to many of the City's major corporate, cultural and educational institutions and anchored by Johnson and Wales University and Bank of America Stadium. The area enjoys linkage to the Uptown District, and is also linked to the neighborhoods of the Third and Fourth Wards.

The Gateway Station and neighboring area has been the subject of several development studies to determine the nature and character of a project, disposition of NCDOT assets, the highest and best transit use for the NCDOT-owned properties, and the market potential for transit oriented development in the area. Preliminary development concepts for Gateway Station were included in the NCDOT "Feasibility Study for the Charlotte Multi-Modal Station and Area Track Improvements" dated May 2002, CATS Center City Access & Circulation Study and the Charlotte Multi-Modal Station, from Robert Charles Lesser & Co. These and other evolving concepts will become part of further study for the Project. These and other background materials which may be of interest to prospective respondents can be accessed for review and consideration through the following web-site:

**[https://connect.ncdot.gov/letting/Pages/Design-Build-Letting-Details.aspx?let\\_id=Charlotte%20Gateway%20Station](https://connect.ncdot.gov/letting/Pages/Design-Build-Letting-Details.aspx?let_id=Charlotte%20Gateway%20Station)**

### III. Master Developer Responsibilities

The responsibilities of the Master Developer will be defined and detailed in a development agreement negotiated between the NCDOT and the selected Master Developer. An overview of the anticipated directive responsibilities of the Master Developer is described below and includes but is not limited to:

- A. Master Plan: the Master Developer will be responsible for overseeing the design and implementation of a master plan that exemplifies the NCDOT's vision and accomplishes TOD objectives. The master planning consultant(s) will be selected in

- consultation with the NCDOT and the Master Plan created in collaboration with the NCDOT and Stakeholders (City, County, Charlotte Center City Partners, and neighborhood interests) surrounding Gateway Station.
- B. Design: the Master Developer will define specific design standards and schemes for all aspects of the Project based on design parameters identified by the NCDOT and Stakeholders.
  - C. Development Approvals: the Master Developer is responsible for procuring all necessary regulatory approvals, assisting the State, if warranted, in drafting appropriate permitting legislation, making changes to existing Area Plans, environmental documentation, amending existing NEPA documents, attaining building permits, etc.
  - D. Financing: the Master Developer will be responsible for developing public/private funding and financing structures, providing equity capital and obtaining all financing to integrate and optimize, if necessary, the use of public funding alongside private investment. The Master Developer will be responsible for financing the entire cost of the Project to include: predevelopment costs such as planning, design, engineering, environmental and any other studies, entitlements and development costs such as on-site public facilities, infrastructure, off-site improvements, utilities, construction, operation and maintenance costs.
  - E. Construction: the Master Developer will be responsible for the construction of all necessary off-site and selected on-site improvements including the multi-modal transit center, streetscapes, parks, plazas, utilities, station tracks, platforms, canopies, and roads, building cores and shells, tenant improvements, fixtures and equipment, on-site landscaping and any other elements deemed by the NCDOT as essential to the success of the Project. The Master Developer will be required to comply with all applicable State and federal laws and regulations, including those related to prevailing wage and other labor-related issues. The Master Developer will also be responsible on behalf of the NCDOT for packaging selected land parcels, blocks and/or buildings for development by themselves and/or any third-party developers or builders.
  - F. Maintenance and Operation: the Master Developer will be responsible for the on-going operation, maintenance and modernization of buildings, facilities and grounds in the Project as designated by the NCDOT.
  - G. Development Schedule: the Master Developer in conjunction with the NCDOT and Stakeholders will be responsible for developing detailed schedules for the numerous planning, design, financing, construction, operation and maintenance activities. This activity includes the coordination of all agencies, consultants, planners, architects, engineers, contractors and property management functions.
  - H. Community Relations: the Master Developer will commit to working collaboratively and cooperatively with NCDOT and Stakeholders. This activity includes conducting strategic community meetings, creating and maintaining channels for public information, engagement and comment, and working with elected officials, business leaders and the media.

#### IV. Knowledge of RFQ and Site Investigation

Master Developers who wish to submit a Statement of Qualification (Statement) shall make whatever arrangements are necessary to become fully informed regarding all circumstances, information, laws and any other matters that might, in any way, affect the Respondent's roles and responsibilities in the Project. Any failure to become fully knowledgeable of any other matters that might in any way affect the Project shall be at the Respondent's sole risk. To the extent that the site influences the formation of a Master Developer team, respondents may conduct some investigation of the site. NCDOT, the City and

County assume no responsibility for any interpretations made by respondents on the basis of information provided in this offer or through any other sources, including those documents posted on the aforementioned website.

Any inspection or other on-site investigation of facilities during this process must be coordinated through Mr. Allan Paul of the NCDOT Rail Division, (919) 707-4712. The Greyhound station and surface parking lots referenced in this RFQ are active operating facilities. Each has specific security issues, and all facilities do not want disruptions to the normal course of business.

Respondents acknowledge that they have acquainted themselves with the available information and have investigated conditions affecting the Project. Except as specifically identified, the NCDOT makes no representations about the environmental conditions or the presence or absence of contaminated materials on land or buildings referenced in this solicitation.

## V. Definitions

Definitions as used herein:

- A. Minority Business Enterprise (MBE): As defined by N.C.G.S. 143-128.2 (g) and Appendix 1.
- B. Disadvantaged Business Enterprise (DBE): As defined by Federal Regulation 49 CFR 26 for projects using federal funds.
- C. City: City of Charlotte, North Carolina (which includes the Charlotte Area Transit System as a department).
- D. County: Mecklenburg County, North Carolina.
- E. NCDOT: North Carolina Department of Transportation.
- F. Transit Oriented Development (TOD): Transit Oriented Development projects are characterized by: development that is physically and functionally integrated with the transit center; that reduce auto dependency; increase pedestrian/bicycle trips; foster safe station areas; enhance surrounding area walkable connections to transit stations; provide mixed-use development, including housing and convenience goods and services; offer attractive public spaces; promote and enhance ridership; generate revenues for the NCDOT and encourage revitalization and sound growth in the communities served by the City. See also the Federal Transit Administration's definition at:

[www.fta.dot.gov/library/policy/IFT/iftb.html](http://www.fta.dot.gov/library/policy/IFT/iftb.html).

## VI. Submittal Instructions and Contents

This RFQ is being conducted pursuant to N.C.G.S 136-18(39) and NCDOT's Public Private Partnerships Policy and Procedures using a one-step negotiated process whereby this RFQ will form the basis for selection in lieu of a Request for Proposals. Future contracts for construction of roads, streets and bridges which are awarded pursuant to a PPP agreement shall comply with the competitive bidding requirements of Article 2 of Chapter 136. Procurement of private engineering firms are also not a part of this Request for Qualifications; public solicitations and selections for engineering and other related services will be conducted in cooperation with the Master Developer. Please note that Statements in response to this RFQ are sought only from experienced developers of integrated transportation infrastructure and mixed-use transit oriented development projects.

Respondents are asked to carefully review the RFQ. Inquiries should be directed to the attention of Mr. Rodger Rochelle at [rdrochelle@ncdot.gov](mailto:rdrochelle@ncdot.gov). Developers interested in this RFQ shall contact his office and request placement on the RFQ mailing list and attend the Pre-Submittal Conference in order to ensure receipt of amendments and/or other relevant information. In response to such inquiries, the NCDOT will either amend this Request for Qualifications by addenda, if necessary, or otherwise post the answers to such inquiries on the aforementioned website.

Respondents to the RFQ should limit their submissions to no more than twenty (20) numbered pages, excluding cover letter, required forms/affidavits, section divider tabs and illustrative material attachments as needed but not to exceed a combined total of ~~thirty~~ forty (3040) numbered pages illustrating the Master Developer's ability and experience to develop the Project. All proprietary information should be identified as such by the respondent. One original on two reproducible CD's and twenty (20) bound color copies of the Statement shall be submitted. The NCDOT reserves the right to cancel or amend this RFQ, and will announce revisions to it by amendment on the aforementioned website.

Statements should be submitted in a sealed package and the package shall be clearly marked with the Respondent's name and phone number and the label "Statement of Qualifications for the Charlotte Gateway Station Public Private Partnership." Statements shall be sent by delivery service or delivered in person to the NCDOT, Transportation Program Management Unit (TPMU), **no later than 4 p.m. (Eastern local time) on Friday, September 21, 2012**. If hand delivered, Statements must be delivered to the TPMU Administrative Assistant, Sylvia Thompson for verification of receipt.

**NCDOT, Transportation Program Management Unit  
Attn: Rodger Rochelle, PE, Director  
1020 Birch Ridge Drive, Century Center Building B, Entrance B2  
Raleigh, North Carolina 27610**

Respondents are advised that the NCDOT shall not be liable at any time for any costs associated with or related to the Project, which are incurred by any submitter during any phase of this RFQ or subsequent amendment or cancellation.

A mandatory pre-submittal conference will be conducted at **1:30 p.m. on Thursday, August 30, 2012** at the Charlotte Chamber of Commerce, Belk Action Center, First Floor located at 330 South Tryon Street in Charlotte, North Carolina, 28202 (704.378.1300). Attendance at the pre-submittal conference is mandatory.

Statements submitted in response to this RFQ shall include a complete response 8 ½" X 11" format and have section divider tabs keyed to the requirements outlined in this Section. The content of the Statement may not be expanded beyond the page limit and must include all required information. Statements should be a straightforward delineation of the Respondent's capability to satisfy the intent and requirements of this RFQ, and should not contain redundancies and conflicting statements. An officer authorized to make a binding commitment for the Master Developer making the Statement shall sign the Statement Form.

The procurement timeline for the Project is provided at the aforementioned website. The respondents are responsible for monitoring this website for any changes to the procurement timeline, addenda to this RFQ, and other pertinent project updates.

Please be advised that all respondents to this RFQ are confirming their availability to meet deadlines and participate in Oral Presentations if selected for the shortlist.



## Contents

Statements must include the following to be deemed responsive for evaluation: DBE Lobbying & Debarment (Attachments A & B), MBE Affidavit (Attachment C), Statement Affidavits (Attachment D {A-K}), and Statement Form (Appendix 4) and:

- A. Cover Letter – The Statement must include a cover letter transmitting the Statement to the NCDOT and acknowledging receipt of any and all amendments to the RFQ issued. The letter should also introduce the Master Developer's project team. The *Project Team* is defined as the lead developer plus any other developers and key team members such as economists, bankers, investors, etc. who are critical for consideration by the NCDOT. A Project Team organization chart would be an acceptable and appropriate attachment to the cover letter. [The Project Team is not intended to include private engineering firms or contractors as part of the Statement of Qualifications and the inclusion or omission of such firms/contractors will have no bearing on the evaluation of Statements of Qualifications.](#)

The cover letter should include the statement that the Project Team is willing to complete the Project as defined in this *RFQ*. Respondents are also advised to include a statement that the Project will conform to all applicable Federal, State, County and City laws and ordinances, and that they accept responsibility to ensure compliance with applicable Federal, State, County and City laws.

The cover letter must also include a statement that the firm is not in arrears in the payment of any obligation due and owing to the State of North Carolina, including tax payments and employee benefits and that it shall not become so during the term of the agreement if selected; a statement that the Statement is valid for a minimum of 180 days from the date of submission; a statement that the proposing Developer will negotiate in good faith with the NCDOT, and a statement that the firm grants to the NCDOT a non-exclusive right to use, or cause others to use the contents of its Statement, or any part thereof, for any purpose.

- B. Executive Summary – The submittal shall include a summary that demonstrates the Project Team understanding of the need for a *Gateway Station Transit Oriented Development Strategy* and a description of how they intend to integrate the physical, managerial and financial components required to ensure the success of the Project development program.
- C. Concept Statement, Work Plan and Approach – Respondents are required to demonstrate their understanding of project development programming by submitting a two-page concept statement that articulates the respondent's understanding and interpretation of the State's vision and expectations for the Project. A third page for graphic imagery that supports the concept statement may be included.

The concept statement shall be accompanied by a work plan that describes the Respondent's approach to providing form to a *Gateway Station Transit Oriented Development Strategy* through involving the Stakeholders in the design and management of the Project. The work plan should include information regarding an approach to transit facilities development, urban architecture and community design, an approach to Stakeholder outreach and an approach to funding and financing, predevelopment activities and phasing, construction, marketing and lease-up, and operations.

In addition, describe the prospective approach to potential DBE/MBE requirements as set forth in Attachments A-C of this RFQ.

- D. Experience and Background – Given the unique nature of the Project and its utmost importance to the NCDOT, City and County, it is essential to fully understand the experience and capabilities of all key members of the Project Team.
1. Provide a summary of the lead developer’s experience in managing large, complex projects that required interaction with a broad range of interested parties from both the public and private sectors.
  2. The following information is required for each key member of the Project Team and respondents are required to highlight projects where members of the Project Team have previously collaborated:
    - a. Description of experience within the most recent ten-year period related to: transit oriented development projects in urban settings; City of Charlotte projects; NCDOT projects; and major mixed use redevelopment projects that are similar in nature to the Gateway Station Transit Oriented Development.
    - b. Resumes of all Key Project Team members to be involved in the Project are required and must include: education and professional licensing qualifications, relevant experience, location of home office and details regarding the specific role proposed for the Project.
    - c. Statement of affirmation that participation by all Key Project Team members will be sustained throughout the duration of the project and acknowledgement that any changes to the Key Project Team membership without written consent by NCDOT may be grounds for termination of the project agreement.
  3. Projects included for reference should be described only once and the description should include: Project size in total land and building area; project scope; project location; development value; project length from inception to completion; roles of each Project Team member or members during project execution, and client reference name, phone number and authorization to contact given references.
  4. Respondents should identify with specificity any other relevant organizational, consultant or other available resources that will be committed to the Project.
- E. Financial Capability – Given the complex nature of the Project, the NCDOT must understand the Master Developer’s financial capability to undertake and successfully complete the Project.
1. Indicate the source(s) of both debt and equity financing for each reference project stated above and describe the Respondent’s commitment and capability to provide capital for the Project.
  2. Provide the names and phone numbers of two commercial bank references, two financial partner references, and two major tenant references.

## VII. Review and Use of Submittals

Statements will be reviewed by an Evaluation Committee composed of representatives from the NCDOT, including but not necessarily limited to high level representation from the NCDOT –rail, transit, and finance disciplines and with input from other advisors and stakeholders. The NCDOT reserves the right to contact respondents with requests for clarification or additional information, or to arrange other follow up activities it deems appropriate. At its sole discretion, The NCDOT reserves the right to request additional information from a Respondent regarding any Statement of Qualifications.

Selection of a Master Developer will be based on: the quality, clarity and thoroughness of the submitted Statement and its compatibility with the RFQ's stated objectives, statements of intent, and compliance with all submission requirements and evaluation criteria, plus the results of information gathered from financial reviews, interviews with shortlisted respondents and client reference checks.

Prior to being included on a shortlist for interviews, Respondent references may be contacted. After the interview process and once NCDOT has completed this solicitation and selection process, NCDOT will be available to debrief Master Developers who have submitted Statements. Unless otherwise required by law, the NCDOT will not share information from Statements made by other respondents, nor will it share any information regarding the results of the procurement prior to the announcement of the successful Respondent.

The following criteria will be used to evaluate, rate and rank Respondents' Statements:

### **Project Experience / Programming / Communication with Stakeholders - Secondary Criterion**

1. Experience as a Master Developer working with public entities to structure and implement major urban mixed use redevelopment and infrastructure projects in the past 10 years.
2. The Respondent's understanding of project development programming through their concept statement articulating an understanding and interpretation of the State's vision and expectations for the Project.
3. The Respondent's proposed development approach to working with multiple Stakeholders (including NCDOT and local government agencies, private citizens, business owners and institutions) and managing the development process and its sensitivity to the Project.

### **Public Private Partnership Experience - Primary Criterion**

4. The extent of public/private partnering experience including transit oriented development experience of the specific individuals assigned or retained by the Respondent to the proposed Project Team.
5. The level of creativity previously demonstrated by the Respondent in successfully advancing public/private projects.

## **Financial and Capital Investment - Primary Criterion**

6. Demonstrated ability to access and obtain private equity and debt for public infrastructure and commercial developments, as well as demonstrated ability to structure public/private partnerships that reduce the public partner's capital investment and risk.
7. Demonstrated experience and financial strength to complete a project of this size on budget and on schedule.

## **DBE/MBE/Environment Participation - Secondary Criterion**

8. The level of commitment to involvement of Disadvantage Business Enterprise (DBE) and Minority Business Enterprises (MBEs) and other minority businesses in the project.
9. The degree of interest and commitment by Respondent to including affordable housing opportunities in the Project, with consideration of how this has been demonstrated in the past.
10. Demonstrated ability to develop projects that are sensitive to the natural environment and that fit in well with their adjacent neighborhoods, including "green building" construction methods for both building architecture and site design.

## **VIII. Disclosure and Use of Data**

Issuance of this RFQ places no obligation on the NCDOT to proceed with any offering of the NCDOT's property. Response to the RFQ does not entitle a respondent to any right with respect to the State's property.

Respondents under this RFQ should clearly identify any proprietary or confidential commercial data that they do not want disclosed, duplicated or used outside of the NCDOT for any purpose other than to evaluate the Statement. If a contract is awarded on the basis of the Statement, the NCDOT shall have the right to duplicate, disclose and use Statement information.

Data received will be handled as explained in the Public Records Act, N.C.G.S. 132-1 et seq. The public records and public information compiled by the agencies of North Carolina government or its subdivisions are the property of the people. Therefore, it is the policy of this State that the people may obtain copies of their public records and public information free or at minimal cost unless otherwise

## **IX. Shortlist / Selection Consideration**

The NCDOT reserves the right to accept, reject, and/or interview any or all qualified respondents. Qualified respondents shortlisted for interview will include only those responsible respondents who submit Statements initially judged by the Evaluation Committee to be reasonably susceptible to being selected for award. Up to four Shortlisted Respondents selected for interview shall be notified of the time, date and location for oral presentations. Upon announcement of the successful respondent, the NCDOT reserves the right to immediately enter into negotiations with the successful respondent. In the event the successful

respondent negotiations are not successful the second qualified respondent will be notified to enter into negotiations. The process will continue with the next highest ranked qualified respondents until a successful negotiated process is achieved.

### **Initial Evaluation (Pre-Shortlist)**

Statements will first be evaluated on an adjectival basis, resulting in a determination of an overall Exceptional, Good, Acceptable or Unacceptable (E, G, A or U, respectively) rating for each respondent. Evaluators may also assign a “+” or “-” to any of the foregoing adjectival ratings. Those categories denoted as primary selection criteria will carry the most weight during the evaluation process. Those categories denoted as secondary selection criteria will also be used to further differentiate the overall evaluation of the Statements of Qualifications.

*EXCEPTIONAL* ~ The Respondent has provided information relative to its qualifications which is considered to significantly exceed stated objectives / requirements in a beneficial way and indicates a consistently outstanding level of quality. There are essentially no weaknesses.

*GOOD* ~ The Respondent has presented information relative to its qualifications which is considered to exceed stated objectives / requirements and offers a generally better than acceptable level of quality. Weaknesses are minor, but more significant than the exceptional level, as defined above.

*ACCEPTABLE* ~ The Respondent has presented information relative to its qualifications, which is considered to meet the stated objectives / requirements, and has an acceptable level of quality. Weaknesses are moderate, but correctable.

*UNACCEPTABLE* ~ The Respondent has presented information relative to its qualifications that contains significant weaknesses and / or deficiencies and / or unacceptable level of quality. The SOQ fails to meet the stated objectives and / or requirements and / or lacks essential information and is conflicting and / or unsupportive. Weaknesses / deficiencies are so major and / or extensive that a major revision to the SOQ would be necessary and / or are not correctable.

A determination that a Respondent’s SOQ is “acceptable”, “good” or “exceptional” in no way implies that the Respondent will be included on the shortlist.

A determination of the shortlist of respondents for interviews will then be made based on these adjectival ratings.

All short-listed respondents will be asked to provide a 30 minute presentation to two different audiences on consecutive days. The first day’s presentation will be to the Evaluation Committee and technical advisors. The second day’s presentation will be primarily to other interested stakeholders. No more than 10 individuals from the Respondent’s team may attend the presentations and subsequent interviews. A maximum of 60 minutes will be afforded for interviews following the presentation to the Evaluation Committee on the first day. A maximum of 15 minutes will be afforded for questions from the interested stakeholders following the presentation on the second day.

Specific instructions on presentation format and minimum content will be provided to the shortlisted Respondents.

## Final Evaluation (Post-Shortlist)

For those Respondents that are included on the shortlist, further evaluation of their Statements will be conducted by the same evaluation committee following interviews and stakeholder presentations. Both of the aforementioned presentations and interviews will inform the final evaluations of the shortlisted Respondents. The evaluation committee will rank the shortlisted Respondents and announce these rankings in public on the date included in the procurement timeline on the aforementioned website.

### X. Indemnification

The Master Developer awarded a contract for the Project will save and keep harmless and indemnify the State of North Carolina, their officers, agents and employees against any and all liability, claims, and cost of whatsoever kind and nature (including reasonable attorney fees and court costs) arising or alleged to have arisen from injury, including personal injury to or death of person(s), and for loss or damage to any property, occurring in connection with or arising out of activities to be performed under the contract, and any acts of selected Master Developer in connection with activities to be performed under the contract resulting in whole or in part from acts, errors, or omissions of the Master Developer by its employees, agents or representatives, and any Project Team subcontractors of the selected Master Developer and their employees.

The selected Master Developer shall be responsible for and must make good at its own expense all damage to NCDOT property caused by its acts, or those of its employees, subcontractors or subcontractors' employees in connection with the contract.

### XI. Contract

Respondent(s) recommended for award as a result of this solicitation will enter into a written development agreement with the NCDOT. Any formal contract becomes final only upon approval by the NCDOT to include the Board of Transportation (BOT), the Chair of the Joint Legislative Transportation Oversight Committee (JLTOC), both the Chairs of the House and Senate Appropriation Subcommittees ((N.C.G.S. 136-18(39) and, where applicable, the City of Charlotte, Mecklenburg County, Federal Railroad Administration, Federal Transit Administration, Greyhound Lines, Inc. or Norfolk Southern Railway Company. Standard contract provisions required in any negotiated lease/contract/lease-sale/development agreement will include:

- Officials Not to Benefit
- Right-of-Entry
- No assignment without NCDOT prior approval
- No claims for noise/vibration
- Dispute Resolution
- Default and Termination Provisions
- Contamination
- Applicable Terms and Conditions of the solicitation and any amendments
- Standard clauses normally associated with commercial lease agreements, including but not limited to provisions for rent, lease term, condemnation, liens, renewal term, determination of rent, late payment penalty and no subordination of the NCDOT's fee interest.

## XII. Insurance

The selected Master Developer shall carry and maintain in full force and effect for the duration of the contract, and any supplements thereto, the insurance coverage specified below, and any other coverage specified by the NCDOT in amounts designated in the contract documents. The Master Developer shall submit to NCDOT a certificate of insurance indicating the existence of coverage required by this provision. An insurance company authorized to do business in the State of North Carolina and approved by NCDOT shall issue policies:

Comprehensive General Liability Insurance – Occurrence form of Comprehensive General Liability Insurance with Comprehensive Broad Form endorsement including, but not limited to, coverage for damage to persons or property arising out of or relating to the performance of work under this contract by contractor, its subcontractors, employees and agents.

Professional Liability Insurance – Professional Liability Insurance Policy which covers the indemnification clause above as it relates to errors, omissions, negligent acts or negligent performance in the work performed under this contract by contractor, its subcontractors, employees and agents.

Workers Compensation Insurance – Worker’s compensation as required by the laws of the State of North Carolina, including Employer’s Liability Coverage and coverage for the benefits set forth under the US Longshoremen and Harbor Workers Compensation Act, the Jones Act, and other federal laws where applicable.

Comprehensive Automobile Liability Insurance – Comprehensive Business Automobile Liability covering use of any motor vehicle to be used in conjunction with this contract, including hire automobiles and non-owned automobiles. Loading and unloading of any motor vehicle must be covered by endorsement to the automobile liability policy or policies.

The NCDOT reserves the right to review the foregoing insurance requirements as they relate to specific site development(s) and make necessary adjustments including but not limited to adding requirements for railroad protective liability and pollution legal liability.

## XIII. Order of Preference

In the event of an inconsistency between the provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: Request for Qualifications, Gateway Station and Appendices, and contract terms and conditions whether incorporated by reference or otherwise. Incorporation by reference includes terms and conditions of the solicitation and any amendments thereto; all provisions of Respondent Statements in response to the solicitation and amendments thereto; all applicable Federal, State, County, and City laws, statutory and regulatory provisions and orders, are incorporated by reference and made a part of contracts recommended for award as a result of this solicitation.

## XIV. Protest Policy

To insure fairness and transparencies to all respondents and to promote competition, the Department of Transportation shall actively follow-up and be consistent in responding to a

protest relating to this solicitation or the award of a contract. The respondent must submit a written response for a protest meeting to the NCDOT Deputy Secretary of Transit, Paul Morris, which shall be received by the Secretary within 14 consecutive calendar days from the announcement of the successful Respondent.

~~NCDOT, Office of the Secretary~~[Victor Barbour](#)  
[NCDOT Technical Services Administrator](#)  
~~Attn: Paul F. Morris, Deputy Secretary for Transit~~  
Transportation Building 1<sup>st</sup> Floor  
1 South Wilmington Street  
Raleigh, North Carolina 27601

Telephone: (919) 707-~~2800~~[2901](#)

## XV. Termination Rights

The State reserves the right to terminate a selected Master Developer for the following reasons:

- Bankruptcy declaration by the selected Master Developer or any individual or entity holding ownership interest in the project;
- Failure to receive prior written approval from the NCDOT to alter the ownership structure of the selected Master Developer that include altered percentages of ownership by approved individuals or entities or a change in the ownership that results in replacing approved individuals or entities;
- Failure to receive prior written approval from the NCDOT to alter the Project Team structure of the selected Master Developer that includes key individuals or team members that results in replacing approved individuals or entities;
- Failure to receive prior written approval from the NCDOT if the selected Master Developer assigns its position or its interests in a NCDOT property to another business entity, and
- Willful misrepresentation of any material fact in the selected Master Developer's Statement.
- If mandated by federal or state law or by other rights as may be provided in the development agreement.

## XVI. Books and Records

The selected Master Developer shall be required to permit access at reasonable times and places by NCDOT staff, or any duly authorized representative, to any books, documents, papers and records including certified financial statements of the Master Developer which are directly pertinent to an awarded contract. The purpose of this access is to audit, inspect, examine, excerpt, copy and transcribe documents.

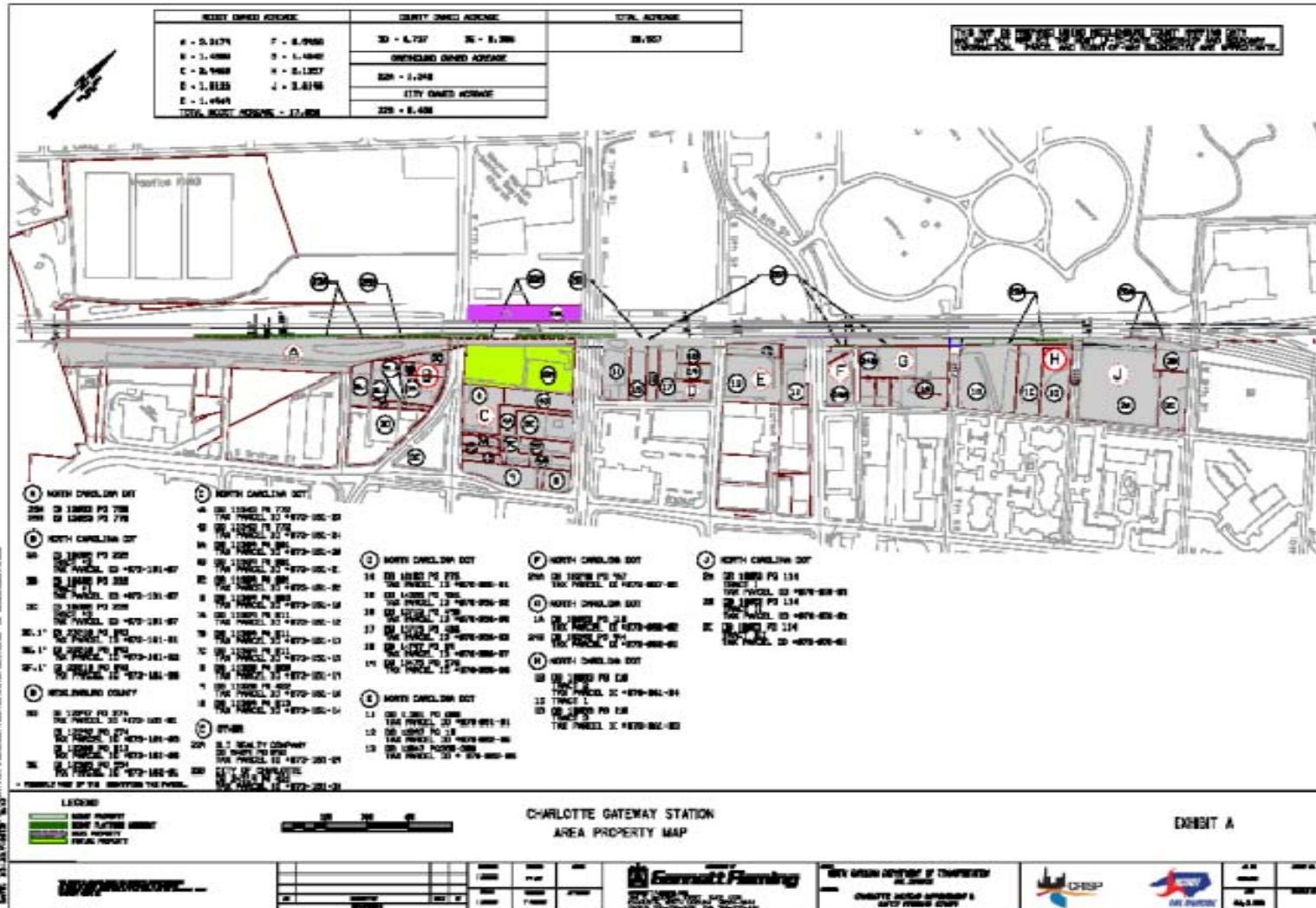
The selected Master Developer shall retain all records, including DBE/MBE documentation for three (3) years after submission of any statement required for determining the Master Developer's obligations under an agreement.

## XVII. Laws and Regulations



All respondents to this solicitation shall be responsible to fully inform themselves of the applicable State of North Carolina, Federal and jurisdictional laws and regulations governing the services to be provided under a negotiated contract or agreement.

Exhibit A



\*\*\* Disclaimer: Inclusion of the county- and city-owned property is for planning purposes only and their incorporation in any development agreements would be contingent on Mecklenburg County Board of Commissioners and Charlotte City Council approval.

## Appendix 1: DBE / MBE Participation

In the event Federal Transportation Administration (FTA) federal funds are partially used to build a section of the overall development process the bidder shall at all times comply with all applicable FTA regulations, policies, procedures and directives. The use of partial federal funds would result in the entire contract being subject to the requirements of U.S. DOT regulations with set goals and contracting with Disadvantaged Business Enterprises (DBE).

To address the possible use of federal funds (DBE Special Requirements) or all non-federal funds (MBE Special Requirements) the affidavits sections will be divided into two sections. Affidavit forms will require signatures for both DBE and MBE sections. Please be advised, once the funding structure is established for the master plan, any federal fund use would require only DBE certification requirements for the entire master plan.

## Appendix 2: DBE SPECIAL REQUIREMENTS (federal funds)

The work performed under this contract may be financed, in part, by grants provided under programs of the Federal Transit Administration. Citations to federal law, regulation, and guidance references include, but are not limited to, the Master Agreement FTA MA (18), dated October 1, 2011 FTA Circular 4220.1F, dated November 1, 2008; "Best Practices Procurement Manual", updated March 13, 1999 with revisions through October 2005; 49 CFR Part 18 (State and Local Governments) and 49 CFR Part 19 (Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) and any subsequent amendments or revisions thereto.

## ATTACHMENT A

### CERTIFICATION REGARDING LOBBYING (DBE REQUIREMENT)

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

(Developer)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to 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 any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq .)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transactions imposed 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.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Developer, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 et seq., apply to this certification and disclosure, if any.

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

Signature of Developer's Authorized Official \_\_\_\_\_

Name and Title of Developer Authorized Official \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , in the State of \_\_\_\_\_ ; and the County of \_\_\_\_\_.

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

My Appointment Expires \_\_\_\_\_

ATTACHMENT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY and VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTION  
(DBE REQUIREMENT)

(1) The prospective lower tier participant (Bidder/Developer) certifies, by submission of this bid or proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Bidder/Developer also certifies by submission of this bid or proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective lower tier participant (Bidder/Developer) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The lower tier participant (Bidder/Developer) \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

COMPANY \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

My Appointment Expires \_\_\_\_\_

### Appendix 3: MBE Special Requirements (non-federal funds)

Purpose – Respondents to this solicitation shall structure the work required to achieve the MBE goal as stated. Respondents agree to exercise all good faith efforts to carry out requirements set forth in this Appendix 1, and if a contract (lease, lease/sale) is successfully executed, the MBE performance shall be in accordance with this Appendix 3.

Definitions – As used in this Appendix, the following words have the meanings indicated:

- A. Certification means a determination made by the Office of Historically Underutilized Businesses within the NC Department of Administration that a business is a MBE.
- B. The MBE Liaison is the employee designated to administer the MBE program.
- C. Minority Business Enterprise or MBE is defined within N.C.G.S.143-123 .2 (g)

Due to the unique nature of development proposals, MBE participation as an equity partner in a limited liability corporation or joint venture will be considered towards achievement of stated MBE goals. An MBE must be certified by the Office for Historically Underutilized Businesses in order to have its participation counted.

#### MBE Goals and Sub goals

An MBE participation goal is race and gender neutral and do not contain goals; however, the firm is encouraged to give every opportunity to allow DBE/MBE/WBE sub consultant participation on all contract and supplemental agreements. The participation goal can be achieved through equity ownership, professional services required during design, construction and leasing, as well as materials and supplies

By submitting a Statement in response to this solicitation, the Master Developer agrees that every effort will be made to achieve the MBE goals as stated and will so state by executing the attached MBE utilization affidavit. If selected for award and contract negotiations, additional MBE documents will be required to complete contract formation. These documents include an Outreach Efforts Compliance Statement, MBE Participation Schedule and Subcontract Project Participation Statement.

Due to the unique nature of joint development, the MBE participation schedules will provide for the submission of specific participant information at appropriate points consistent with the projected dates for initiation and/or start up of key activities; i.e., design, construction, leasing, property management.

ATTACHMENT C

CERTIFIED MBE UTILIZATION

In conjunction with the Statement submitted in response to this Request for Qualifications, I, as duly authorized representative of the Master Developer affirm the following:

1. I acknowledge the overall certified Minority Business Enterprise (MBE) participation goal is race and gender neutral and as specified will make a good faith effort to distribute the participation between certified MBE's. I commit to make a good faith effort to achieve this participation goal.
2. I understand that if I am notified that our Project Team has been selected for contract negotiations, I will submit additional documentation as required during the negotiation and contract formulation phases. If I fail to do so, I understand any apparent award may be deemed voidable.
3. In the solicitation of interest, contract quotations and offers, MBE businesses were/will be provided not less than the same information and amount of time to respond as were non-MBE businesses.
4. The solicitation process was/will be conducted in such a manner so as to not place MBE businesses at a competitive disadvantage to non-MBE businesses.

I solemnly affirm under the penalties of perjury that the contents of this paper are true to the best of my knowledge, information and belief.

\_\_\_\_\_  
Bidder/Respondent Name

\_\_\_\_\_  
Signature of Affiant

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name, Title

\_\_\_\_\_

\_\_\_\_\_  
Date



ATTACHMENT D

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the [title] \_\_\_\_\_ and the  
duly authorized representative of \_\_\_\_\_ [business]  
\_\_\_\_\_ and that I possess  
the legal authority to make this Affidavit on behalf of myself and the business for which I am  
acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing agreements with public bodies, has been convicted of, or has had probation before judgment imposed, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of North Carolina Law, or the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official, or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business]:

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

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing agreements with public bodies, has:

- (a) been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private agreement or contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) been convicted of any current violation of a state or federal antitrust statute;
- (c) been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§1961, et seq., or the Mail Fraud Act, 18 U.S.C. §§1341, et seq., for acts arising out of the submission of statements for a public or private agreement or contract;

- (d) been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), or (c) above;
- (e) been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of statements for a public or private agreement or contract;
- (f) admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmation cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment]:

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**D. AFFIRMATION REGARDING DEBARMENT**

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing agreements with public bodies, has ever been suspended or debarred (including being issued a limited denial of partnership) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension]:

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**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

1. The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment; and

2. The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows [you must indicate the reason(s) why the affirmations cannot be given without qualification]:

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F. SUB-CONTRACTOR AFFIRMATION

I FURTHER AFFIRM THAT:

1. Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

G. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

1. Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Statement that is being submitted; and
2. In any manner, directly or indirectly, entered into any agreement of any kind to fix the proposal of the respondent or of any competitor, or otherwise taken any action in restraint of free competitive offerings in connection with this solicitation.

H. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with a requirement that every business that enters into contracts, leases or other agreements with the State of North Carolina or its agencies during a calendar year shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of North Carolina certain specified information to include disclosure of beneficial ownership of the business.

I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of North Carolina law, which require that every person that enters into contracts, leases or other agreements with the NCDOT, shall file with the NCDOT a statement disclosing any and all contributions to a candidate for elective office in any primary or general election who may have any known or perceived financial interest to the Project.

J. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT

I FURTHER AFFIRM THAT:

1. The business named above is a (North Carolina \_\_\_\_\_) (foreign \_\_\_\_\_) corporation registered in accordance with the \_\_\_\_\_, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the \_\_\_\_\_, and that the name and address of its resident agent filed is:

Name:

---

Address:

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[If not applicable, so state]

2. Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of North Carolina and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Employment Security Administration, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

K. CONTINGENT FEES

I FURTHER AFFIRM THAT:

A. The business warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson, or commercial selling agency, any fees or other consideration contingent on the making of this Agreement.

B. For breach or violation of this warranty the NCDOT shall have the right to terminate this Agreement without liability and, in its discretion, add to price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this affidavit is to be furnished to the NCDOT Procurement Officer and may be distributed to units of: (1) the State of North Carolina; (2) city, county or other subdivision of the State of North Carolina; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of North Carolina, both criminal and civil, and that nothing in this Affidavit or any Agreement resulting from the submission of this Statement shall be construed to supersede, amend, modify or waive, on behalf of the State of North Carolina, or any unit of the State of North Carolina having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of North Carolina with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the Agreement, and (3) other Affidavits comprising part of this Contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

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

By: \_\_\_\_\_  
(Authorized Representative and Affiant)

\_\_\_\_\_  
(Printed or Typed Name)

Appendix 4

STATE OF NORTH CAROLINA  
DEPARTMENTS OF TRANSPORTATION  
REQUEST FOR QUALIFICATIONS  
GATEWAY STATION

STATEMENT F O R M

Date of Solicitation: August 10<sup>th</sup>, 2012

Project: Request for Qualifications, Gateway Station

In compliance with your General Solicitation of the above date, the undersigned hereby proposes to furnish all services, labor, equipment and materials to perform all work for completion of a proposed Project at Gateway Station in strict accordance with the terms of this Request for Qualifications and agreed that, upon written acceptance of this Statement, mailed or otherwise furnished in compliance with this Solicitation, (s)he will within the times required by this Solicitation, execute all agreements and other documents required by the solicitation to be executed, and furnish and maintain such security for performance and payment as required in this Solicitation.

The undersigned agrees that if awarded a contract(s), (s)he will meet all requirements set forth in the Solicitation as may be amended and any resultant contract including all aspects of appendices.

The undersigned acknowledges receipt of the following amendments to the Solicitation (give number and date of each).

Amendment Number \_\_\_\_\_, dated \_\_\_\_\_.  
Amendment Number \_\_\_\_\_, dated \_\_\_\_\_.  
Amendment Number \_\_\_\_\_, dated \_\_\_\_\_.

Failure to acknowledge receipt of all amendments may cause a Statement(s) to be considered not responsive and would require rejection of the Statement.

By signing and dating this Statement form, each respondent certifies that:

- It is not included in any Federal, State or local listings of debarred or ineligible contractors;
- It has not employed or retained any company or persons other than bona fide employees working for the respondent and its subcontractors as identified in the Statement to solicit or secure this contract;
- It has not paid or agreed to pay any company or person other than bona fide employees working for the respondent and its subcontractors as identified in the Statement any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract;
- Neither it nor any of its employees, representatives or agents have offered or given gratuities (in the form of entertainment, gifts or otherwise) to any director, officer or employee of the State of North Carolina Department of Transportation with the view

