



REQUEST FOR QUALIFICATIONS

**BRIDGE CONSTRUCTION ADMINISTRATION SERVICES FOR
MICHAEL BAKER PLACE BRIDGE (WBS 46093.3.F1; B-5378)**

RFQ #2017-321

Date Issued: October 26, 2017

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1 REQUEST FOR QUALIFICATIONS (RFQ) INSTRUCTIONS

1.1 Public Notice

The City of Charlotte (City) plans to contract with one or more firms to provide construction administration services (Services) for the construction of the Michael Baker Place Bridge (WBS 46093.3.F1; B-5378 (Project). The work will be financed in part with federal funding administered by the North Carolina Department of Transportation (NCDOT). The City is seeking firms whose combination of experience and expertise will provide timely, professional services to the City.

Information related to this solicitation, including any addenda, will be posted to the City's website at <http://epmcontracts.charmeck.org>. For questions related to this solicitation contact:

Mene Roming, *Contracts Administrator*
City of Charlotte
Engineering & Property Management/Building Services
531 Spratt Street, Charlotte, NC 28206
Direct Phone: (704) 336-4254
Email: mroming@charlottenc.gov

1.2 Project Overview

Michael Baker Place Bridge is a 64-year old bridge in Charlotte that is being replaced. The project requires construction administration services. The bridge spans Briar Creek and is on Michael Baker Place. The proposed bridge will be approximately 118 ft. long with a cored slab deck.

The cost of the bridge is funded approximately 20% by the City and 80% through the Safe, Accountable, Flexible, Efficient Transportation Equity Act – A Legacy for Users (SAFETEA-LU). The estimated construction cost is \$1,200,000.

Construction Administration Services

The Consultant shall be responsible for general administration of the construction contracts for the bridge replacement project. The Consultant shall inspect/test the construction work to determine if the completed work conforms to the design shown in the technical plans and specifications. The Consultant shall fill out inspection forms/reports as is required by NCDOT. The Consultant shall follow NCDOT's requirements for inspection, including quality assurance/quality control.

As the City's representative, the Consultant shall issue all instructions from the City to the contractor, act as a liaison for all contacts between the City and the contractor, and provide advice to the City and the contractor during construction.

The Consultant shall exercise generally acceptable standards of professional care to guard the City against defects and deficiencies in the work. The Consultant's observation or monitoring of portions of the work performed by the contractor under construction contracts shall not relieve the contractor from his responsibility for performing work in accordance with applicable contract documents. The Consultant shall not control or have charge of, and shall not be

responsible for construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work, and shall not manage, supervise, control or have charge of construction.

1.3 **RFQ Schedule and Package Submission**

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

Advertisement of RFQ:	October 26, 2017
Pre-Submittal Meeting:	November 7, 2017, at 3:30 PM Charlotte Mecklenburg Government Center 600 E. 4 th Street, Room 136 Charlotte, NC 28202
Deadline for Questions:	November 20, 2017
DUE DATE AND TIME FOR PROPOSALS:	November 29, 2017, at 1:00 PM
Evaluation Meeting:	December 13, 2017 (anticipated)
Selection Announcement:	December 28, 2017 (anticipated)

Attendance at the pre-submittal meeting is encouraged, but is not mandatory.

SOQs shall be enclosed in a sealed envelope or package, addressed to the City of Charlotte. The name and address of the firm, the RFQ number and RFQ Title, shall be placed on the outside of the package. 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 at the proper location. SOQs received after the due date and time will not be considered. SOQs submitted by facsimile or other electronic means will not be accepted.

Submit/Deliver to: City of Charlotte
E&PM Building Services
531 Spratt Street
Charlotte, NC 28206
Attn: **Mene Roming**, Contracts Administrator

1.4 **Evaluation Criteria & Process**

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

- Firm must be properly registered with the NC Secretary of State, as applicable;
- Firm must be a registered licensed Engineer; and,
- Firm must be prequalified by NCDOT.

Evaluation criteria are listed in descending order of importance:

- Qualifications and Relevant Experience of the Firm and Key Team Members in Providing Similar Services for Similar Projects;
- Project Understanding, Methodology and Approach;
- Familiarity with Local Conditions, Codes and Practices, as Evidenced in Previous Projects; and
- Availability of the Firm and Key Staff.

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

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

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 4. Interested Firms must submit 6 original bound SOQ packages, including all required forms and one (1) CD or flash drive containing a digital copy of the complete SOQ package in PDF format.

SOQs are limited to a maximum of 10 numbered, printed pages, excluding the cover letter, required forms, resumes, covers, sub-tabs and dividers. SOQs shall be printed on 8-1/2" x 11" paper; however pages with organizational charts, matrices, or diagrams may be printed on larger sheets. Type size shall be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc. as required while maintaining legibility. Required forms, resumes, covers, sub-tabs and dividers do not count toward the page limit. Non-conforming submissions may be removed from consideration at the sole discretion of the City. Please submit packages comprised of materials that are easily recyclable or reusable at the conclusion of the evaluation process.

1.6 Proposal Content

Proposals shall be arranged as follow:

Coversheet: General Information

- A. 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 to the contract(s) with the City.
- B. Describe your interest in this Project and the unique advantage your firm and team brings.
- 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.

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

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

Tab 2: Project Understanding, Methodology and Approach

Discuss your firm’s approach to the following:

- A. Firm’s general approach to bridge construction administration. Provide adequate information to illustrate the firm’s understanding of the Project objectives and describe the proposed project approach to deliver the Services in an effective, timely and professional manner. 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.
- B. Project management and quality control procedures, processes for performance, and past involvement in these types of projects.

- C. Management and quality control procedures related to subconsultants.
- D. Processes and procedures for meeting schedules and budgets.
- E. Providing shop drawing review and responses to RFIs.
- F. Milestone scheduling.
- G. Describe any support needed from City staff in order to execute the Services.
- H. Discuss which stage of bridge construction is most critical and will require the most intense level of construction inspection and administration.

Tab 3: Familiarity with Local Conditions, Codes and Practices, as Evidenced in Previous Projects

- A. Discuss your firm's familiarity with local conditions, codes, and practices, as well as NCDOT codes and practices, and how these were applied on previous projects.

Tab 4: Availability of the Firm and Key Staff

- A. Discuss the availability of your firm and Key Staff to work on the Project in the next 6 - 12 months.

Tab 5: Required Forms

Forms **1** thru **3**, **D-1** and **D-2**, provided with this RFQ, shall be completed and submitted with the SOQ. Required Forms will not be counted towards the page limit.

2 REPRESENTATIONS, CONDITIONS, AND OTHER REQUIREMENTS

2.1 Communications

All communication of any nature with respect to this RFQ shall be addressed to the Contracts Administrator identified in this RFQ. With the exception of communications with the Contracts Administrator and Charlottes Business INClusion Officer for this RFQ, prospective firms and their staffs are prohibited from communicating with elected City officials, City staff and any selection committee member regarding this RFQ or submittals from the time the RFQ was released until the selection results are publicly announced. Violation of this provision may lead to disqualification of the firm's proposal 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 its 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 <http://epmcontracts.charmeck.org>. 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 the proposal 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 subcontractors, nor any employees of any of the foregoing has bribed or lobbied, or attempted to bribe or lobby, an officer or employee of the City in connection with this RFQ.

2.5 Public Records

Upon receipt by the City, each proposal 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. Proposals 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 Proposal," 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 a proposal, 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 proposal as a trade secret may be disqualified from consideration.

2.6 Cost of Proposal Preparation

The City shall not be liable for any expenses incurred by any firm responding to this RFQ. Firms submitting a proposal 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 proposal. 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 an RFQ, proposer 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 Financial Capacity; Insurance Requirements

The selected firm must have the financial capacity to undertake the work and assume associated liability. The selected firm will be required to provide certificates of insurance evidencing coverage for professional liability in the minimum amount of \$1,000,000; automobile liability in the minimum amount of \$1,000,000; commercial general liability in the minimum amount of \$1,000,000; and workers' compensation insurance as required by North Carolina statutes.

2.10 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.

2.11 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 of Charlotte reserves the sole right to award a contract or contracts to the most qualified firm(s) on the basis of best overall proposal that is most advantageous to the City. The City of Charlotte also reserves the right to make multiple awards, based on experience and qualifications if it is deemed in the City's best interest.

2.12 Contract

The contents of this RFQ and all provisions of the successful proposal deemed responsive by the City of Charlotte 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 of Charlotte's perspective as a result of the RFQ process and proposal(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.

2.13 Equal Opportunity

The Company 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.

2.14 E-Verify Certification

The Company 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.

2.15 Iran Divestment Act

The Firm 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; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subconsultant/subcontractor that is identified on any such list to provide goods or services hereunder.

2.16 Insurance Requirements

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

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

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

The City shall be named as additional insured under the commercial general liability insurance for operations and services rendered under this Agreement. 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.

3 North Carolina Department of Transportation and Federal Contracting Requirements

The work to be performed under this RFQ will be financed in part with federal funding administered by the North Carolina Department of Transportation (NCDOT). As such, state and federal laws, regulations, policies, and related administrative practices apply to this RFQ and any resulting contract. The most recent of such federal requirements, including any amendments made after the release of this RFQ shall govern this RFQ, unless the federal government determines otherwise. This Section identifies the state and federal requirements that may be applicable to this RFQ and any resulting contract. The successful firm awarded the contract is responsible for complying with all applicable provisions.

3.1 Government-Wide Debarment and Suspension (Non-Procurement)

The Firm is required to verify that neither it, nor its principals (as defined at 49 CFR 29.995) or affiliates (as defined at 49 CFR 29.905) is excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Firm is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction in which it enters. By signing and submitting its SOQ, the Firm certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3.2 No Lobbying

The Firm certifies that it has not and will not pay any person or organization to influence or attempt to influence an officer or employee of the City, the State of North Carolina, any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a contract under this RFQ. In addition, in the event that a single contract awarded under this RFQ exceeds \$100,000, the consultant must fully comply with the requirements of Title 40 CFR Part 34, New Restrictions on Lobbying, and submit required certification and disclosure forms accordingly.

3.3 Compliance with Anti-Discrimination and Equal Opportunity Laws and Regulations

Firms must comply with all applicable anti-discrimination and equal opportunity statutes, regulations, and Executive Orders.

3.4 NCDOT Prequalification Requirements

The primary and/or subconsultant firms(s) shall be pre-qualified, as applicable, by NCDOT to perform the required services with work code 195 – Roadway Construction Engineering and Inspection and/or work code 233 – Structures Construction Engineering and Inspection.

Information about the prequalification process can be accessed at <http://www.ncdot.org/business/ocs/pef/>.

3.5 Small Professional Service Firms

NCDOT encourages the use of Small Professional Service Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by the Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state, or locally funded contracts. SPSF participation is not contingent upon the funding source.

The Firm, at the time the qualification package is submitted, shall submit a listing of all known SPSF firms that will participate in the performance of the identified work. The participation shall be submitted on Form D-1 (Prime Consultant – SPSF) and Form D-2 (Subconsultant – SPSF). The SPSF must be qualified with NCDOT to perform the work for which they are listed. Both forms must be completed for your proposal package to be complete.

Real-time information about firms doing business with NCDOT and firms that are SPSF certified through the Contractual Services Unit is available in the Directory of Transportation Firms. The directory can be accessed at the link on the NCDOT's homepage or by entering <https://apps.dot.state.nc.us/vendor/directory/> in the address bar of your web browser. The listing of an individual firm in the NCDOT's directory shall not be construed as an endorsement of the firm.

3.6 Accounting System; Invoicing

The Firm must have an adequate accounting system to identify costs chargeable to the Project.

3.7 Method of Payment

The City plans to award a cost plus fixed fee with a maximum contract amount to the selected firm to perform the Services.

3.8 Federal Acquisition Regulations (FAR) and Federal Highway Administration (FHWA) Requirements

Any contract resulting from this solicitation will incorporate all applicable FAR and FHWA clauses. Specifically, the Firm will agree to comply with all FAR and FHWA requirements and guidelines, whether they are mentioned in the contract or not.

Form 1 – Execution of Proposal

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

Submission of a response to this RFQ constitutes certification that the Company and all proposed team members are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Project by any State or Federal department or 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 Proposal, 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 Proposal, including its forms and other documents, delivered or to be delivered to the City, is true, accurate, and complete. This Proposal 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 Company:

(check 1 box)

- Sole Proprietor**
- Partnership**
- Corporation** _____ *(identify the State of incorporation)*
- Limited Liability Company** _____ *(identify the State of incorporation)*
- Joint Venture**
(if joint venture, complete this "Proposal Submission" sheet for each joint venture company and identify the "Name of Joint Venture" on each sheet)

NAME OF JOINT VENTURE: _____

Company Legal Name: _____

Mailing Address: _____

City/State/Zip: _____

Phone: _____ Email: _____

Most Recent Date PREQUAL-1 Submitted/Updated with NCDOT _____

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Form 2 – Commercial Non-Discrimination Certification

Project Name: Bridge Construction Administration Services for Michael Baker Place Bridge

Company's Name: _____

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

1. In preparing its bid/proposal, the Company 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 bid/proposal submitted with this certification and terminate any contract awarded based on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company 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 Company 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 bid/proposal and to terminate any contract awarded on such bid/proposal. It shall also constitute a violation of the City's Commercial Non-Discrimination Ordinance and shall subject the Company to any remedies that are allowed thereunder.
5. As part of its bid/proposal, the Company shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Company in a legal or administrative proceeding alleging that the Company 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 Company 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 3 – 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>			
Proposed Role/Function for Project	Project Manager	Construction Inspector	
Office Location (City, State)			
Number of Years of Relevant Experience			
List of Current Projects			
List Notable Projects/Experience			

FORM D-1
PRIME CONSULTANT
SMALL PROFESSIONAL SERVICE FIRM CERTIFICATION

Project:	Bridge Construction Administration Services for Michael Baker Place Bridge (WBS 46093.3.F1; B-5378)	
Consultant Name:		
Service Description:	Anticipated Utilization:	
	Total Utilization: <i>(Dollars or Percent)</i>	
Submitted by Consultant		
<i>Signature</i>	<i>Date</i>	<i>Title</i>
SPSF Status:	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Instructions for Completing Form D-1:

1. Complete Form D-1 for the prime consultant firm; fill in consultant name.
2. Enter Service Description – describe work to be performed by the prime firm.
3. Enter Anticipated Utilization – Insert dollar value or percent of work anticipated to be performed by the prime consultant.
4. Signature of the prime consultant **is required** on each Form D-1 submitted with the qualification package to be considered for selection.
5. Fill in title and date of certification.
6. Complete “SPSF Status” section - Check the appropriate box regarding SPSF Status, check Yes if SPSF, or No if not SPSF.

FORM D-2
SUBCONSULTANT
SMALL PROFESSIONAL SERVICE FIRM CERTIFICATION

Project:	Bridge Construction Administration Services for Michael Baker Place Bridge (WBS 46093.3.F1; B-5378)	
Consultant Name:		
Subconsultant Name:		
Service Description:	Anticipated Utilization:	
	Total Utilization: <i>(Dollars or Percent)</i>	
Submitted by Subconsultant		
<i>Signature</i>	<i>Date</i>	<i>Title</i>
SPSF Status:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Recommended by Consultant		
<i>Signature</i>	<i>Date</i>	<i>Title</i>

Instructions for completing the Form D-2:

1. Complete Form D-2 for each subconsultant firm; fill in prime consultant and subconsultant name.
2. Enter Service Description – describe work to be performed by the subconsultant firm.
3. Enter Anticipated Utilization – Insert dollar value or percent of work anticipated to be performed by the subconsultant.
4. Signatures of both the subconsultant and prime consultant **are required** on each Form D-2 submitted with the qualification package to be considered for selection.
5. Fill in title and date of certification.
6. Complete “SPSF Status” section – Subconsultant shall check the appropriate box regarding SPSF Status, check Yes if SPSF, or No if not SPSF.
7. In the event the prime consultant firm has no subconsultant, it is required that this be indicated on Form D-2 form by entering the word “None” or the number “ZERO” and having the prime consultant sign and submit Form D-2.