RFQ # 269.2027.047
BUILDING ENVELOPE FORENSIC CONSULTING

November 6, 2026

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for **Building Envelope Forensic Consulting** The requirements for submitting a Proposal are stated in the attached Request for Qualifications (the "RFQ"). Please review them carefully.

The City of Charlotte is using the Bonfire e-Procurement Portal ("Procurement Portal" - **https://charlottenc.bonfirehub.com/opportunities/259698**) to accept and evaluate proposals for this RFQ. Proposals must be submitted electronically through the Procurement Portal on or before the Due Date in order to be accepted.

REMOTE MEETING: A **Non-Mandatory** Virtual Pre-Proposal Conference for the purpose of reviewing the RFQ and answering questions regarding the Services will be held on December 02, 2026, at 09:00 AM**. No onsite meeting will be held, and Service Provider(s) should not come to the City expecting to attend in person.** While attendance at the Pre-Proposal Conference is not mandatory, all interested Service Provider(s) are encouraged to participate.

Join: https://teams.microsoft.com/meet/2130815947383110?p=Hg74skSjjw1J6ld7YU

Meeting ID: 213 081 594 738 311 0

Passcode: M8vs7o2W

Need help? | System reference

Dial in by phone

+1 872-256-4172,,104434059# United States, Chicago

Find a local number

Phone conference ID: 104 434 059#

Please have a copy of the RFQ available for reviewing during the Pre-Proposal Conference. Proposal submissions are due no later than **December 10, 2026, by 3PM.**

The City is an equal opportunity purchaser.

Sincerely,

Robert Andrews

Procurement Officer
robert.andrews@charolettenc.gov

Checklist for submitting a Proposal:

Step 1 **Read the document fully.**

Step 2 Review the solicitation timeline and upcoming events in the Procurement Portal and download copies of any documents if you plan to submit a Proposal.

Step 3 (Optional) Submit any questions via the Procurement Portal by the deadline(s) noted for the solicitation.

Step 4 Conduct a thorough review of the Sample Contract. Any exceptions to the Sample Contract must be uploaded in word format (with redlines/tracked changes)

Step 5 Monitor the Procurement Portal for any addendums and/or responses to questions.

If you plan to submit a Proposal, you must submit all required documents and respond to all questions within the Procurement Portal for the RFQ.

If awarded a contract, your company will be required to provide an insurance certificate(s) that meets or exceeds the requirements set forth in the Sample Contract.

REQUEST FOR QUALIFICATIONS

BUILDING ENVELOPE FORENSIC CONSULTING

RFQ# 269.2027.047

Date Issued:

NOVEMBER 10, 2026

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1 REQUEST FOR QUALIFICATIONS (RFQ) INSTRUCTIONS

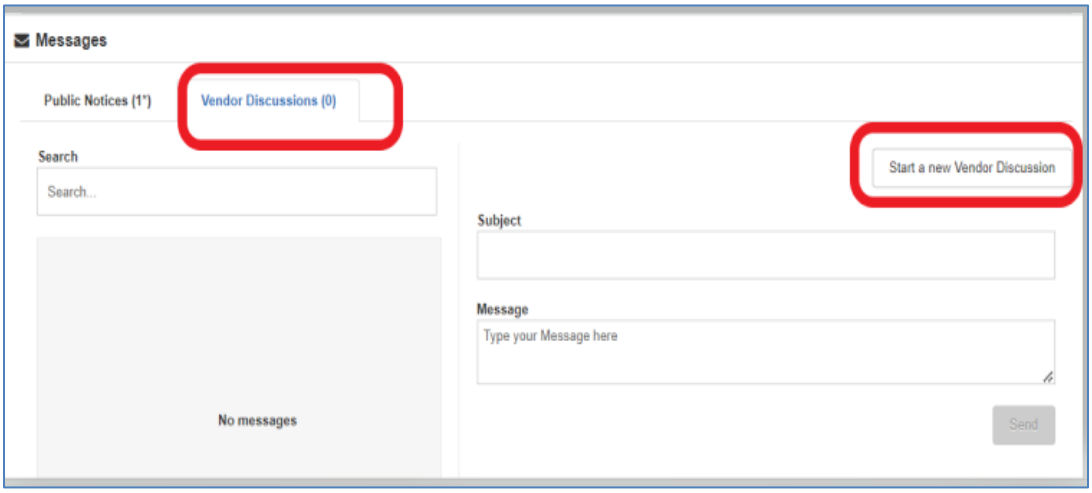
1.1 Public Notice

The City of Charlotte (City) is soliciting Statements of Qualifications (SOQs) from firms/teams (Firms) to provide professional services for forensic investigation, diagnostic testing, root-cause analysis, and remediation design/consulting services related to building envelope failures, water intrusion, air/moisture infiltration, structural distress, and related performance deficiencies affecting one or more City-owned or operated facilities.

The City is seeking firms whose combination of experience and expertise will provide timely, professional services to the City. The City reserves the right to enter into one or more contracts with any firm selected under this RFQ process.

Information related to this solicitation, including any addenda, will be posted electronically through the Bonfire e-Procurement Portal ("Procurement Portal" - https://charlottenc.bonfirehub.com). Questions related to this solicitation must be submitted the following way:

Submit your question via the **Vendor Discussion** section on the Procurement Portal:



1.2 Project Overview

The Facility Operations Division of the Department of General Services is responsible for maintaining a portfolio of approximately 200 buildings, including offices, fire houses, police divisions, and equipment shops, that house various City activities. The City of Charlotte (City) also maintains cultural facilities, including museums and arenas that serve as venues for sports, entertainment, and other events.

The City is seeking qualified, licensed, and experienced building envelope forensic consulting firms ("Consultant" or "Firm") to provide professional forensic investigation, diagnostic testing, root-cause analysis, and remediation design/consulting services related to building envelope failures, water intrusion, air/moisture infiltration, structural distress, and related performance deficiencies affecting one or more City-owned or operated facilities.

1.3 RFQ Schedule of Events and SOQ Submission

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

Advertisement of RFQ:	November 10, 2026 at 3PM
Pre-Submittal Meeting:	December 02, 2026 (9am to 10am)
Deadline for Questions:	December 04, 2026 at 3PM
DUE DATE & TIME FOR SUBMITTALS:	**December 10, 2026 at 3PM**
Evaluation Meeting:	TBD
Interviews:	TBD
Selection Announcement:	TBD

Attendance at the pre-submittal meeting is not mandatory but is highly recommended.

SOQs shall be submitted electronically through the Procurement Portal. It is the sole responsibility of the firm to ensure that the SOQ package is uploaded and submitted to the Procurement Portal no later than the established due date and time. SOQs received after the due date and time will not be considered. SOQs submitted by any other means will not be accepted.

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, as required. Interested Firms must submit these materials in PDF format.

SOQs are limited to a maximum of **25** numbered pages. Type size should be no smaller than 11 points for narrative sections, but may be reduced for captions, footnotes, etc., 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.

1.6 SOQ Content

SOQ packages should be arranged as follows:

Cover Letter: General Information

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

B. What challenges or impediments could affect the schedule or budget for the project? How do you propose to address and mitigate these? Give examples of similar challenges on your past projects.

C. State any conflicts of interest your firm or any key team member may have with this Project.

D. Identify and describe any pending claims, disputes, and/or litigation and any that occurred within the past five (5) years involving your firm or any of your proposed subconsultants. With respect to resolved matters, describe the outcome.

E. Provide a description of the company that will enter into the contract(s) with the City, including origin, background, current size, financial capacity, available resources, general organization, and company headquarters. Identify the name and title of the person authorized to enter into the contract(s) with the City.

F. List exceptions to the City's standard contract terms and conditions. A sample contract is incorporated as Exhibit B.

Tab 1: Qualifications and Relevant Experience of 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 having knowledge of the firm's work, including the contact name, phone, email, address;
    - Contract dollar amount and total time period involved. Demonstrate your firm's previous successes in being able to deliver similar projects on time and at or under budget;
    - Discuss the methods, approach and controls used on the project in order to complete it in an effective, timely, economical and professional manner.

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 small business firm.

C. Discuss your firm's/team's qualifications and previous experience on similar or related projects.

D. 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.

E. Resumes may be submitted for each proposed key team member. Resumes will not be counted towards the page limit.

Tab 2: Availability of the Firm and Key Team Members for This Project

A. Describe a specific project or example that illustrates your team availability and responsiveness.

B. Discuss availability of key team members by providing a list of current projects/work for each key team member.

Tab 3: Project Understanding, Methodology and Approach

A. Discuss 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. Describe any methods the firm intends to use to reduce project costs. Outline the project plans, structure and services to be provided and how and when these services shall be provided. This description should fully and completely demonstrate the proposer's intended methods for servicing the requirements of all aspects of the Project set forth herein.

B. Describe any support needed from City staff in order to execute the Services.

C. Describe the firm's Project Management and Quality Control procedures, processes for performance, and past involvement in projects of similar nature to those anticipated as a result of this solicitation.

D. Discuss the firm's Management and Quality Control procedures related to subconsultants.

E. Discuss the firm's processes and procedures for meeting schedules and budgets.

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 Charlotte Business INClusion (CBI) Compliance Officer for this RFQ, firms and their staffs are prohibited from communicating with elected City officials, City staff and any evaluation committee member regarding this RFQ or SOQ from the time the RFQ is released until the selection results are publicly announced. These restrictions include "thank you" letters, phone calls, emails, and any contact that results in the direct or indirect discussion of this RFQ and/or the SOQ submitted by the firm/team. Violation of this provision may lead to disqualification of the firm's SOQ for consideration.

2.2 Duties and Obligations of Firms in the RFQ Process

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

2.3 Addenda

In order to clarify or modify any part of this RFQ, addenda may be issued and posted at the City's Procurement Portal. Any requests for additional information or clarifications should be submitted through the **Vendor Discussion** section on the Procurement Portal or via email by the "Deadline for Questions" stated in **Section 1.3 – RFQ Schedule of Events**.

2.4 No Collusion, Bribery, Lobbying or Conflict of Interest

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

2.5 Public Records

Upon receipt by the City, each SOQ becomes the property of the City and is considered a public record except for material that qualifies as "Trade Secret" information under North Carolina General Statute 66-152 et seq. SOQs will be reviewed by the City's evaluation committee, as well as other City staff and members of the general public who submit public record requests after a selection result has been announced to the public. To properly designate material as a trade secret under these circumstances, each firm must take the following precautions: (a) any trade secrets submitted by the firm must specifically and clearly be identified by separating them from the rest of the Proposal and marked as "Trade Secret – Confidential and Proprietary Information – Do Not Disclose Except for the Purpose of Evaluating this SOQ" on each page of the trade secret

and (b) the document(s) containing the trade secret designations must be uploaded separately in the Procurement Portal.

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

2.6 Cost of SOQ Preparation

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

2.7 Advertising

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

2.8 Vendor Registration with City of Charlotte

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

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

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

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

2.10 Financial Capacity; Insurance Requirements

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

2.11 Ownership of Work Products

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

2.12 City Rights and Reservations

The City expects to select one or more firms but reserves the right to request substitutions of any key team member, including staff and subcontractors. The City reserves the right to contact any firm/team for any additional information including but not limited to experience, qualifications, abilities, equipment, facilities, and financial standing. The City reserves the right to modify any part of this RFQ as issued with an addendum. The City, at its sole discretion, reserves the right to reject any or all responses to the RFQ, to cancel the RFQ, to re-advertise for new RFQ responses either with identical or revised specifications, or to accept any RFQ response, in whole or part, deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

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

2.13 Contract

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

2.14 Equal Opportunity

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

2.15 E-Verify Certification

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

2.16 Familiarity and Compliance with Laws and Ordinances

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

2.17 Insurance Requirements

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

- **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 consultant and any subcontractor performing work under the agreement from claims of bodily injury or property damage which arise from operation of this agreement whether such operations are performed by the consultant, any subcontractor, or any person directly or indirectly employed by either. The amounts of such insurance shall not be less than $1,000,000 bodily injury each occurrence/aggregate and $1,000,000 property damage each occurrence/aggregate or $1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products/completed operation, personal injury liability and contractual liability assumed under the indemnity provision of the agreement.

- **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 $3,000,000 aggregate.

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

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

2.18 Background Checks

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

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

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

2.20 Charlotte Business INClusion

Pursuant to Charlotte City Council's adoption of the Charlotte Business INClusion (CBI) Policy, the CBI program seeks to enhance competition and participation of Small Business Enterprises (SBEs) in City contracting. To accomplish this, the City has examined its procurements and set specific SBE participation goals on a contract-by-contract basis. In addition, CBI makes a concerted effort to expand its certified SBE vendor pool and assist city-certified firms in growing, enhancing, and developing their businesses. CBI offers numerous development programs supporting certified businesses in organizational training, strategic development, and networking opportunities.

The CBI Policy and CBI Manual are posted online here: www.charlottebusinessinclusion.com

To determine whether disparities exist in City contracting based on race-neutral and gender-neutral factors, and also to measure the effectiveness of the City's Charlotte Business INClusion ("CBI") Program, the City tracks the utilization of subcontractors and suppliers on specific City contracts based on race-neutral and general-neutral small business enterprise status (SBE). It is important that the City obtain this data only City-certified SBE suppliers and subcontractors and also for other subcontractors and suppliers. As a condition for receiving payments under this Contract, the Bidder agrees to submit any payment record into InclusionCLT, or any subsequent system designated by the City, detailing the amounts paid by the Consultant to all subconsultants and suppliers receiving payment in connection with this Contract.

This project has a goal waiver from the city, but the city encourages SBE participation when possible.

City certified SBE firms can be found in the City's InclusionCLT system:
https://charlotte.diversitycompliance.com/

3 FEDERAL CONTRACT TERMS AND CONDITIONS

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

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

3.1 **Debarment and Suspension**. The Company represents and warrants that, as of the Effective Date of the Contract, neither the Company nor any subcontractor or subconsultant performing work under this Contract (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Contract term the Company or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the Company shall notify the City immediately. The Company's completed Form – Vendor Debarment Certification is incorporated herein.

3.2 **Record Retention**. The Company certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Company further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

3.3 **Procurement of Recovered Materials**. The Company represents and warrants that in its performance under the Contract, the Company shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

3.4 **Clean Air Act and Federal Water Pollution Control Act**. The Company agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33

U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

3.5 **Energy Efficiency**. The Company certifies that the Company will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

3.6 **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The Company certifies that:

3.6.1. No federal appropriated funds have been paid or will be paid, by or on behalf of the Company, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.

3.6.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Company shall complete and submit Standard Form "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].

3.6.3. The Company shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

3.6.4. The Company's completed "Byrd Anti-Lobbying Certification" Form is incorporated herein.

3.7 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Contract is in excess of $100,000 and involves the employment of mechanics or laborers, the Company must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Company is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.

3.8 **Right to Inventions**. If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

3.9 **DHS Seal, Logo, and Flags**. The Company shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

3.10 The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Company, or any other party pertaining to any matter

Exhibit A – Scope of Work

PURPOSE AND BACKGROUND

The selected Consultant will serve as the City's technical expert for the duration of the contract term, providing forensic evaluations on an as-needed, task-order basis across multiple facilities, or for a specifically identified project as described in issued Task Orders.

The City's goal is to identify the root cause(s) of existing or suspected building envelope failures (including but not limited to roofing systems, exterior wall assemblies, fenestration, waterproofing, below-grade systems, and flashing details), determine the extent of damage, assess code compliance and original design/construction defects, and develop actionable, cost-effective remediation strategies and construction documents where necessary.

Services to be solicited for include expert investigation, testing, and analysis of various facilities' exterior systems, such as roofing, waterproofing, walls, glazing, and insulation to identify defects, determine causes of damage, and recommend corrective actions.

DEFINITIONS

- Building Envelope: The physical separator between the interior and exterior environments of a building, including roofing, exterior walls, windows, doors, foundations, and all associated flashing, sealants, vapor barriers, and waterproofing components.

- Forensic Investigation: A systematic, evidence-based evaluation to determine the cause(s), origin, extent, and timeline of a building envelope failure, suitable for use in technical reporting, litigation support, insurance claims, or capital planning.

- Task Order: A specific, individually authorized assignment issued under this contract defining scope, schedule, and fee for a discrete project or facility.

The Consultant shall provide, at a minimum, the following services as requested by the City of Charlotte via individual task orders or as a defined single project:

INITIAL ASSESSMENT & DOCUMENT REVIEW

- Review of original design and construction documents, as-built drawings, shop drawings, specifications, warranties, maintenance records, and prior investigative or repair reports, where available.

- Review of historical weather data, occupancy complaints, maintenance logs, and prior claims related to the facility in question.

- Site reconnaissance and visual assessment of building envelope conditions, including interior and exterior observations.

FORENSIC INVESTIGATION & DIAGNOSTIC TESTING

- Development and execution of a written investigation protocol/testing plan prior to any invasive or destructive testing, subject to City approval.

- Non-destructive and destructive testing as warranted, which may include:

- Infrared thermographic imaging
- Moisture mapping and moisture meter surveys
- Water intrusion/spray rack testing (per ASTM E1105 or equivalent)
- Air leakage testing (per ASTM E783 or equivalent)
- Core sampling and material testing
- Borescope investigations within wall/roof assemblies
- Exploratory demolition/test cuts with City of Charlotte authorization
- Laboratory analysis of samples (sealants, mortar, masonry, membrane, insulation, coatings) as required
- Identification of moisture sources, pathways, and contributing design, material, or installation deficiencies.
- Evaluation of structural, thermal, and air barrier continuity.
- Assessment of mold, mildew, or microbial growth conditions resulting from envelope failures, including coordination with industrial hygienists if required.

ROOT CAUSE ANALYSIS & REPORTING

- Preparation of a comprehensive forensic investigation report, including:

- Executive summary of findings
- Methodology and testing protocols used
- Photographic and diagrammatic documentation
- Root cause determination(s)
- Code and industry standard compliance review (IBC, ASTM, AAMA, NRCA, ASHRAE, and manufacturer specifications, as applicable)
- Risk assessment regarding continued deterioration if unaddressed
- Recommendations for remediation, prioritized by urgency and budget impact
- Delivery of a draft report for City of Charlotte review and comment, followed by a final signed and sealed report prepared/stamped by a licensed Professional Engineer (PE) or Registered Architect (RA) in the state where the facility is located, as applicable.

REMEDIATION DESIGN & CONSTRUCTION DOCUMENTATION (as needed)

- Development of repair/remediation construction documents, specifications, and details suitable for public bidding, including phasing plans if occupied facilities require staged construction.

- Opinion of probable construction cost for recommended remediation.

- Assistance with City of Charlotte 's permitting process and coordination with Authorities Having Jurisdiction (AHJ).

BIDDING, CONSTRUCTION PHASE, AND LITIGATION SUPPORT (as needed)

- Assistance during the competitive bidding/procurement process for remediation contractors, including responding to contractor RFIs and reviewing bids for conformance.

- Construction administration services during remediation, including site visits, pay application review, and punch list development.

- Expert witness testimony, deposition support, and litigation consulting services related to construction defect claims, insurance disputes, or warranty claims, if required by the City of Charlotte.

- Preparation of supplemental reports or exhibits suitable for use in legal or insurance proceedings.

MEETINGS & COORDINATION

- Attendance at kick-off meetings, progress meetings, and final presentation of findings to City of Charlotte staff, governing board, or legal counsel, as requested.

- Coordination with City of Charlotte facilities staff, risk management, legal counsel, insurance adjusters, and/or third-party administrators as applicable.

DELIVERABLES

| Deliverable | Format | Timeline |

| Investigation/Testing Plan | PDF/Hard Copy | Within 10 business days of task order issuance |

| Draft Forensic Report | PDF/Hard Copy | Within 10 business days of completed fieldwork |

| Final Signed/Sealed Report | PDF/Hard Copy (3 copies) | Within 10 business days of City comments |

| Remediation Construction Documents (if applicable) | PDF/CAD/Hard Copy | Per task order schedule |

| Cost Estimate | PDF | With final report |

QUALIFICATIONS / MINIMUM REQUIREMENTS

The Consultant shall demonstrate, at minimum:

- A minimum of seven (7) years of dedicated experience performing building envelope forensic investigations, with a portfolio of at least five (5) comparable projects completed within the last five years.

- Licensed Professional Engineer(s) (PE) and/or Registered Architect(s) (RA) on staff, licensed in the state of North Carolina, with demonstrated envelope forensic specialization.

- Staff certifications such as but not limited to: RRC (Registered Roof Consultant), RRO (Registered Roof Observer), CDT (Construction Documents Technologist), Infrared Thermography Certification, or equivalent industry-recognized credentials.

- Demonstrated experience with public sector or institutional facilities of similar size, use, and complexity.

- Experience providing litigation support and expert witness testimony, if applicable to this solicitation.

- Current business license and good standing with the Secretary of State of North Carolina.

- Proof of required insurance coverage, including:

- Commercial General Liability: $1,000,000
- Professional Liability (Errors & Omissions): $3,000,000
- Automobile Liability: $1,000,000
- Workers' Compensation: Statutory Requirements

CONTRACT INFORMATION

The initial term of this contract shall be for three (3) years, with the option to renew for one, two-year period, subject to satisfactory performance and availability of funding.

COMPLIANCE REQUIREMENTS

The Consultant shall comply with all applicable federal, state, and local laws, codes, and regulations, including but not limited to:

- Occupational Safety and Health Administration (OSHA) requirements.
- State Building Codes and the International Building Code (IBC).
- ADA accessibility requirements, where applicable.
- The City of Charlotte's Procurement Policy and all applicable NIGP coding and classification standards.
- Prevailing wage requirements, if applicable to construction-related tasks under North Carolina law.

EVALUATION CRITERIA

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

All bidders must be properly registered and in good standing with the North Carolina Secretary of State at the Time of Submission to be considered compliant and have their bids reviewed.
Submittals will be assessed to determine the most comprehensive, competitive, and best value solution for the City based on, but not limited to, the criteria below. The City reserves the right to modify the evaluation criteria or waive portions thereof. Submittals will be evaluated based on the following major categories:

Firm Qualifications, Experience (including litigation and expert witness experience), & Past Performance on Comparable Projects (30 Points)

Firms will be evaluated based upon their understanding, experience, performance, and qualifications in performing the same or substantially similar Services, as reflected by their experience in performing such Services.

Qualifications of Key Personnel (PE/RA licensure, certifications, forensic specialization) (30 Points)

Firms will be evaluated based on the qualifications of their key personnel listed in the submittal. In particular, their licensure, certifications, and forensic specialization will be evaluated.

Technical Approach & Methodology for Investigations and Reporting (15 Points)

Firms shall provide their technical approach and methodology as it relates to investigating relevant building issues and the way in which they report their findings to clients.

Acceptance of the Terms of the Contract (15 points)

The City will evaluate the Submittals for compliance with the terms, conditions, requirements, and specifications stated in this RFQ including the sample contract language provided. Exceptions shall be identified in accordance with Sections 1.6.16 of this RFQ.

References from Similar Clients (10 Points)

Firms providing a submittal shall provide at least three references from similar clients for similar work completed.

The City will appoint an evaluation committee whose responsibilities will include performing technical evaluations of each SOQ 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 SOQ. Interviews are anticipated **OR** 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 from any firm regarding to its SOQ.

The City reserves the sole right to select the most qualified consultant(s) on the basis of best overall SOQ (s) that is most advantageous to the City. Firms that submit SOQs 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.