

REQUEST FOR PROPOSALS

PETROLEUM TANK INSTALLATION, OPERATIONS & MAINTENANCE SERVICES

RFP # 269-2026-114



CHARLOTTESM

**CITY OF CHARLOTTE
NORTH CAROLINA**

JULY 18, 2025

REQUEST FOR PROPOSALS
RFP # 269-2026-114
PETROLEUM TANK INSTALLATION, OPERATIONS & MAINTENANCE SERVICES

JULY 18, 2025

Interested Company:

The City of Charlotte, North Carolina, is now accepting Proposals for Petroleum Tank Installation, Operations & Maintenance Services. The requirements for submitting a Proposal are stated in the attached Request for Proposals (the "RFP"). Please review them carefully.

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

A **Non-Mandatory** Virtual Pre-Proposal Conference for the purpose of reviewing the RFP and answering questions regarding the Services will be held on **July 25, 2025, at 10 a.m. 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.

Click here to join – [Join the meeting now](#)

To join via phone only - 872-256-4172 Conference ID: 104 744 83#

Please have a copy of the RFP available for reviewing during the Pre-Proposal Conference. Proposal submissions are due no later than **August 5, 2025, at 3 p.m.**

The City is an equal opportunity purchaser.

Sincerely,

Angelica Witherell

Angelica Witherell
AES, Senior Procurement Agent

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 RFP.

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.

TABLE OF CONTENTS

1. INTRODUCTION	2
1.1. OBJECTIVE.....	2
1.2. DEFINITIONS.....	2
1.3. ACCURACY OF RFP AND RELATED DOCUMENTS.....	4
1.4. CITY’S RIGHTS AND OPTIONS.	5
1.5. EXPENSE OF SUBMITTAL PREPARATION.	5
1.6. PROPOSAL CONDITIONS.	5
2. PROCUREMENT PROCESS.....	9
2.1. SCHEDULE AND PROCESS.....	9
2.2. INTERPRETATIONS AND ADDENDA.	10
2.3. PRE-PROPOSAL CONFERENCE.....	10
2.4. SUBMISSION OF PROPOSALS.	10
2.5. CORRECTION OF ERRORS.	10
2.6. EVALUATION.....	11
2.7. CONTRACT AWARD BY COUNCIL.	11
2.8. VENDOR INCLUSION.	11
3. SCOPE OF PETROLEUM TANK INSTALLATION, OPERATIONS & MAINTENANCE SERVICES.....	12
3.1. GENERAL SCOPE.	12
4. PROPOSAL CONTENT AND FORMAT.....	14
4.1. PROPOSAL CONTENT.	14
5. PROPOSAL EVALUATION CRITERIA.....	15
5.1. QUALIFICATIONS, EXPERIENCE, AND APPROACH.	15
5.2. PROJECT APPROACH.....	15
5.3. COST EFFECTIVENESS AND VALUE.	15
5.4. ACCEPTANCE OF THE TERMS OF THE CONTRACT.....	15
FORM 1 - COVER LETTER.....	16
FORM 2 – PROPOSED SOLUTION SUBMISSION FORM.....	18
FORM 3 - MWSBE UTILIZATION (OPTIONAL).....	20
FORM 4 – REFERENCES.....	22
FORM 5 – PRICING SHEETS.....	24
FORM 6 - DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY.....	27
FORM 7 - BYRD ANTI-LOBBYING CERTIFICATION.....	28
FORM 8 – COMPANY BACKGROUND AND EXPERIENCE.....	29
FORM 9 – EXCEPTIONS.....	32

1. INTRODUCTION.

1.1. Objective.

The objective of this RFP is to solicit Proposals that will enable the City to determine which Company and Proposed Solution will best meet the City's needs for the Services detailed in the Scope of Work. This solicitation is for the operation and maintenance (O&M) and construction necessary to maintain the City of Charlotte's fueling system operations. This scope primarily supports the City's underground storage tank (UST) compliance and testing requirements. It may also include above-ground storage tank (AST), diesel exhaust fluid (DEF), oil/lubricants, and alternative fuel sources such as electric vehicle (EV) charging stations.

1.2. Definitions.

As used in this RFP, the following terms shall have the meanings set forth below:

Acceptance: Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in the Contract.

Affiliates: Refers to all departments or units of the City and all other governmental units, boards, committees, or municipalities for which the City processes data or performs services.

Biodegradable: Refers to the ability of an item to be decomposed by bacteria or other living organisms.

Charlotte Business INclusion/CBI: Refers to the Charlotte Business INclusion office of the City of Charlotte.

Charlotte Business INclusion Policy/CBI Policy: Refers to the policy adopted by City Council, which seeks to enhance competition in contracting and procurement opportunities for MWSBES located in the Charlotte Combined Statistical Area.

Charlotte Combined Statistical Area: Refers to the area consisting of the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union, and the South Carolina counties of Chester, Lancaster, and York; a criterion used by Charlotte Business INclusion to determine eligibility to participate in the program.

City: Refers to the City of Charlotte, North Carolina.

City Project Manager: Refers to a specified City employee representing the City's best interests in this Project.

Company: During the solicitation process, refers to a company that has interest in providing the Services. After the solicitation process, refers to a company that has been selected by the City to provide the Services.

Company Project Manager: Refers to a specified Company employee representing the best interests of the Company for this Project.

Contract: Refers to a written agreement executed by the City and the Company for all or part of the Services.

Deliverables: Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.

Section 2

Procurement Process

<i>Department:</i>	Refers to a department within the City of Charlotte.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Evaluation Committee:</i>	Refers to a City-appointed committee that will evaluate Proposals and identify the Company(-ies) best meeting the needs of the City.
<i>Minority-owned Business Enterprise/ MBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one (1) or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American, or American Indian; and (iii) has significant business presence in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs, and WBEs, collectively.
<i>MWSBE Goal:</i>	If an RFP or Contract has separate Subcontracting Goals for MBEs, WBEs, and/or SBEs, the term MWSBE is a shorthand way to refer collectively to all MBE, WBE, and SBE Goals set for the RFP. In some instances, the City may set one (1) combined goal for MBEs, WBEs, and/or SBEs, in which event the term MWSBE Goal refers to that one (1) combined goal. In the latter instance, calculated as a percentage, the MWSBE Goal represents the total dollars spent with MBEs, WBEs, and SBEs as a portion of the total Proposal amount, including any contingency.
<i>Post-Consumer Recycled Material:</i>	Refers to material and by-products which have served their intended end-use by a consumer and have been recovered or diverted from solid waste. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>Project:</i>	Refers to the City's need for a company to provide Petroleum Tank Installation, Operations & Maintenance Services for the City.
<i>Proposal:</i>	Refers to the proposal submitted by a Company for the Services as outlined in this RFP.
<i>Recyclability:</i>	Refers to products or materials that can be collected, separated, or otherwise recovered from the solid waste stream for reuse, or used in the manufacture or assembly of another package or product, through an established recycling program. For products that are made of both recyclable and non-recyclable components, the recyclable claim should be

Section 2

Procurement Process

adequately qualified to avoid consumer deception about which portions, or components are recyclable.

<i>Recycled Material:</i>	Refers to material and by-products which have been recovered or diverted from solid waste for the purpose of recycling. It does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
<i>Services:</i>	Refers to the Petroleum Tank Installation, Operations & Maintenance Services as requested in this RFP.
<i>Small Business Enterprise/SBE:</i>	Refers to a business enterprise that is certified by the City of Charlotte under Part E of the CBI Policy as meeting all of the requirements for SBE certification.
<i>Specifications and Requirements:</i>	Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.
<i>Subcontracting Goal:</i>	Refers to a SBE, MBE, WBE, and/or MWSBE Goal established by the City for an RFP and resulting Contract.
<i>Trade Secrets:</i>	Information of the City or any of its suppliers, contractors, or licensors that: (i) derives value from being secret; and (ii) the owner has taken reasonable steps to keep confidential. See N.C. Gen. Stat. § 66-152 et seq. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
<i>Woman-owned Business Enterprise/WBE:</i>	Refers to a business enterprise that: (i) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (ii) is at least fifty-one percent (51%) owned by one or more persons who are female; and (iii) has significant business presence in the Charlotte Combined Statistical Area.
<i>Work Product:</i>	Refers to the Deliverables and all other programs, algorithms, reports, information, designs, plans, and other items developed by the Company in connection with this RFP, and all partial, intermediate, or preliminary versions of any of the foregoing.

1.3. Accuracy of RFP and Related Documents.

Each Company must independently evaluate all information provided by the City. The City makes no representations or warranties regarding any information presented in this RFP, or otherwise made available during this procurement process, and assumes no responsibility for conclusions or interpretations derived from such information. In addition, the City will not be bound by or be responsible for any explanation or conclusions regarding this RFP or any related documents other than those provided by an addendum issued by the City. Companies may not rely on any oral statement by the City or its agents, advisors, or consultants.

Section 2

Procurement Process

If a Company identifies potential errors or omissions in this RFP or any other related documents, the Company should immediately notify the City of such potential discrepancy in writing. The City may issue a written addendum if the City determines clarification necessary. Each Company requesting an interpretation will be responsible for submitting them per Section 2.2.

1.4. City's Rights and Options.

The City reserves the right, at the City's sole discretion, to take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interests of the City, including:

- 1.4.1. To supplement, amend, substitute, or otherwise modify this RFP, including the schedule, at any time;
- 1.4.2. To cancel this RFP with or without the substitution of another RFP;
- 1.4.3. To require one or more Companies to supplement, clarify or provide additional information in order for the City to evaluate the Proposals submitted
- 1.4.4. To investigate the qualifications, experience, capabilities, and financial standing of each Company submitting a Proposal;
- 1.4.5. To waive any defect or irregularity in any Proposal received;
- 1.4.6. To reject any or all Proposals;
- 1.4.7. To share the Proposals with City employees other than the Evaluation Committee or City advisory committees as deemed necessary;
- 1.4.8. To award all, none, or any part of the Services and enter into Contracts with one or more of the responding Companies deemed by the City to be in the best interest of the City, which may be done with or without re-solicitation;
- 1.4.9. To discuss and negotiate with any Company(-ies) their Proposal terms and conditions, including but not limited to financial terms;
- 1.4.10. To terminate discussions and negotiations with any Company at any time and for any reason;
- 1.4.11. To issue additional requests for information; and
- 1.4.12. To take any action affecting this RFP, this RFP process, or the Services or facilities subject to this RFP that would be in the best interest of the City.

1.5. Expense of Submittal Preparation.

The City accepts no liability, and Companies will have no actionable claims, for reimbursement of any costs or expenses incurred in participating in this solicitation process. This includes expenses and costs related to Proposal submission, submission of written questions, attendance at pre-proposal meetings or evaluation interviews, contract negotiations, or activities required for contract execution.

1.6. Proposal Conditions.

- 1.6.1. The following terms are applicable to this RFP and the Company's Proposal Not An Offer. This RFP does not constitute an offer by the City. No binding contract, obligation to negotiate, or any other obligation shall be created on the part of the City unless the City and the Company execute a Contract. No recommendations or conclusions from this RFP process concerning the Company shall constitute a right (property or otherwise) under the Constitution of the United States or under the Constitution, case law, or statutory law of North Carolina.
- 1.6.2. Right to Terminate Discussions.

Section 2

Procurement Process

The Company's participation in this process might result in the City selecting the Company to engage in further discussions. The commencement of such discussions, however, does not signify a commitment by the City to execute a Contract or to continue discussions. The City can terminate discussions at any time and for any reason.

1.6.3. Trade Secrets and Personal Identification Information.

Definition.

Upon receipt by the City, all materials submitted by a Company (including the Proposal) are considered public records except for (1) material that qualifies as "trade secret" information under N.C. Gen. Stat. § 66-152 et seq. ("Trade Secrets") or (2) "personally identifiable information" protected by state or federal law, to include, but not be limited to, Social Security numbers, bank account numbers, and driver's license numbers ("Personally Identifiable Information" or "PII").

Instructions for Marking and Identifying Trade Secrets.

If any Proposal contains Trade Secrets or PII, such Trade Secrets and PII must specifically and clearly be identified by clearly separating them from the rest of the Proposal and marked either "Personally Identifiable Information – Confidential" or "Trade Secret—Confidential and Proprietary Information." This confidentiality caption must appear on each page of the Trade Secret or PII materials, and the document(s) must be submitted separately in the Procurement Portal.

Availability of Proposals to City Staff and Contractors.

By submitting a Proposal, each Company agrees that the City may reveal any Trade Secret materials and PII contained therein to all City staff and City officials involved in the selection process, and to any outside consultant or other third parties who serve on the Evaluation Committee or who are hired or appointed by the City to assist in the evaluation process.

Availability of Proposals via Public Records Requests.

Any person or entity (including competitors) may request Proposals submitted in response to an RFP. Only those portions of RFPs properly designated as Trade Secret or PII are not subject to disclosure. The public disclosure of the contents of a Proposal or other materials submitted by a Company is governed by N.C. Gen. Stat. §§ 132 and 66-152, et seq.

When determining whether to mark materials as Trade Secret, please note the following:

- Entire Proposals may not be marked as Trade Secret
- Pricing may not be marked as Trade Secret

The City may disqualify and Company that designates its entire Proposal as a trade secret, or any portion thereof that clearly does not qualify under applicable law as a Trade Secret or PII. Each Company agrees to indemnify, defend, and hold harmless the City and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that the Company has designated as a Trade Secret or PII. This includes an obligation on the part of the Company to defend any litigation brought by a party that has requested Proposals or other information that the Company has marked Trade Secret or PII.

1.6.4. Statutory Requirements.

Any Contract awarded as a result of this RFP shall be in full conformance with all statutory requirements of North Carolina and all statutory requirements of the Federal Government, to the extent applicable.

1.6.5. Reservation of Right to Change Schedule.

Section 2 Procurement Process

The City shall ultimately determine the timing and sequence of events resulting from this RFP. The City reserves the right to delay the closing date and time for any phase if City staff believe that an extension will be in the best interest of the City.

1.6.6. Reservation of Right to Amend RFP.

The City reserves the right to amend this RFP at any time during the process, if it believes that doing so is in the best interests of the City. Any addenda will be posted to [the Procurement Portal](#). Companies are required to acknowledge receipt of each addendum.

1.6.7. No Collusion or Conflict of Interest.

By responding to this RFP, the Company shall be deemed to have represented and warranted that the Proposal is not made in connection with any competing Company submitting a separate response to this RFP and is in all respects fair and without collusion or fraud.

1.6.8. Proposal Terms Firm and Irreversible.

The signed Proposal shall be considered a firm offer on the part of the Company. The City reserves the right to negotiate price and other terms. All Proposal elements (including all statements, claims, declarations, prices, and specifications) shall be considered firm and irrevocable for purposes of future Contract negotiations unless specifically waived in writing by the City. The Company chosen for award should be prepared to have its Proposal and any relevant correspondence incorporated into the Contract, either in part or in its entirety, at the City's election. Any false or misleading statements found in the Proposal or Contract exceptions not included in the Proposal may be grounds for disqualification.

1.6.9. Charlotte Business INclusion Program.

Pursuant to Charlotte City Council's adoption of the Charlotte Business INclusion (CBI) Policy, the CBI program seeks to enhance competition and participation of Minority-owned, Women-owned, and Small Business Enterprises (MWSBEs) in City contracting. To accomplish this, the City has examined its procurements and set specific MWSBE participation goals on a contract-by-contract basis. In addition, CBI makes a concerted effort to expand its certified MWSBE vendor pool and assist city-certified firms in growing, enhancing, and developing their businesses. CBI currently offers numerous development programs that support 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, gender, or other factors, and also to measure the effectiveness of the City's Charlotte Business INclusion ("CBI") Program, the City tracks the utilization of subconsultants and suppliers on certain City contracts based on race, gender, small business status, and other factors. For analysis purposes, it is important that the City obtain this data not only for minority-owned, women-owned, and small business suppliers and subconsultants, but also for other subconsultants and suppliers. As a condition for receiving payments under this Contract, the Proposer 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.

The City intends to issue a goal waiver for this opportunity. However, the City strongly encourages participation whenever possible. The City would like the Company to submit the firms it intends to utilize, if applicable. Therefore, the Company is required to submit Form 3 attached herein. Failure to submit this form with the Proposal shall render the Proposal non-responsive.

City-certified MWSBE firms can be found in the City's InclusionCLT system:

<https://charlotte.diversitycompliance.com/>

1.6.10. The CBI Policy Subcontracting.

The Company given contract award shall be the prime contractor and shall be solely responsible for contractual performance. In the event of a subcontracting relationship, the Company shall remain the prime contractor and will assume all responsibility for the performance of the Services that are supplied by all subcontractors. The City retains the right to approve all subcontractors. Additionally, the City must be named as a third-party beneficiary in all subcontracts.

1.6.11. Equal Opportunity.

The City has an equal opportunity purchasing policy. The City seeks to ensure that all segments of the business community have access to supplying the goods and services needed by City programs. The City provides equal opportunity for all businesses and does not discriminate against any Companies regardless of race, color, religion, age, sex, and national origin or disability.

1.6.12. Use of City's Name.

No advertising, sales promotion, or other materials of the Company or its agents or representatives may identify or reference the City in any manner absent the prior written consent of the City.

1.6.13. Withdrawal for Modification of Proposals.

Companies may change or withdraw a previously submitted Proposal at any time prior to the Proposal due date by editing or removing their submission on the Procurement Portal.

1.6.14. No Bribery.

In submitting a response to this RFP, each Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the foregoing has bribed, or attempted to bribe, an officer or employee of the City in connection with the Contract.

1.6.15. Exceptions to the RFP.

Other than exceptions that are stated in compliance with this Section, each Proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP including the Sample Contract language. An "exception" is defined as the Company's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP including in the Sample Contract. All exceptions taken must be identified and explained in writing in your Proposal and must specifically reference the relevant section(s) of this RFP. If the Company provides an alternate solution when taking an exception to a requirement, the benefits of this alternative solution and impact, if any, on any part of the remainder of the Company's solution, must be described in detail.

Exceptions must be submitted under the Acknowledgement section in the Procurement Portal. If exceptions are not identified in your Proposal, they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration. If legal counsel needs to review the Sample Contract prior to signature, reviews must be completed before your Proposal is submitted. The City reserves the right to refuse consideration of any terms not so included. Any proposed changes to the Sample Terms after tentative contract award may constitute a material change to the Company's Proposal and be grounds for revoking the award.

The City intends to enter into a City-drafted Contract with the successful Company that contains the terms and conditions set forth in the Sample Services Contract. The number

Section 2 Procurement Process

and extent of any exceptions and proposed additions to the Sample Terms will be one of the City's evaluation criteria.

Notwithstanding the foregoing, the City reserves the right to modify the Sample Terms prior to or during contract negotiations if it is in the City's best interest to do so.

1.6.16. Fair Trade Certifications.

By submitting a Proposal, the Company certifies that:

- The prices in its Proposal have been arrived at independently, without consultation, communication, or agreement with anyone, as to any matter relating to such prices for the purpose of restricting competition;
- Unless otherwise required by law, the prices quoted in its Proposal have not been knowingly disclosed by the Company and will not knowingly be so disclosed prior to the Proposal due date; and
- No attempt has been made or will be made by the Company to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

1.6.17. Companies' Obligation to Fully Inform Themselves.

Companies or their authorized representatives must fully inform themselves as to all conditions, requirements, and specifications of this RFP before submitting a Proposal. Failure to do so will be at the Company's own risk.

1.6.18. Environmentally Preferable Purchasing.

The City promotes the practice of Environmentally Preferable Purchasing (EPP) in acquiring products or services. Applicable EPP attributes that may be taken into consideration as environmental criterion include the following:

Recycled content	Recyclability
Reduced Packaging	Biodegradability
Composability	Reduced toxicity
Energy Efficiency	Water efficiency
Life Cycle Management	Pollution Prevention
Low volatile organic compounds	End-of-life management

Companies able to supply products or services containing any of the applicable environmentally preferable attributes that meet performance requirements are encouraged to offer them in the Proposal using the provided Questionnaire in the Procurement Portal. Companies must provide certification of environmental standards and other environmental claims, such as recycled content and emissions data or a formal statement signed by a senior company official.

1.6.19. Disclaimer

Each Company 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.

2. PROCUREMENT PROCESS.

This Section 2 contains information about the procurement process for this Project.

2.1. Schedule and Process.

The following chart shows the schedule of events for the conduct of this RFP. The key events and deadlines for this process are as follows, some of which are set forth in more detail in the Sections that follow:

Section 2 Procurement Process

DATE	EVENT
July 18, 2025	<i>Issuance of RFP.</i> The City issues this RFP.
July 21, 2025	<i>Submission of Written Questions Prior to Pre-Proposal Conference.</i> Companies are permitted to submit questions for purposes of clarifying this RFP. All submissions must be pursuant to the instructions in Section 2.2 by 3 p.m.
July 25, 2025	<i>Non-Mandatory Pre-Proposal Conference</i> to be held via the link indicated in Section 2.3 at 10 a.m.
August 1, 2025	<i>Submission of Questions After the Pre-Proposal Conference.</i> Questions are due by 3 p.m.
August 5, 2025	<i>Proposal Submission.</i> Proposals are due by 3 p.m. via the Procurement Portal.
August 14, 2025	<i>Evaluation.</i> The Evaluation Committee will assess each Proposal and conduct evaluation activities with Companies.
September 22, 2025	<i>Contract Award by Council.</i>

2.2. Interpretations and Addenda.

There are two (2) ways to ask questions about this RFP: (1) submit a question through the **Vendor Discussion** section on the Procurement Portal, or (2) ask a question at the Pre-Proposal Conference. Other than these permitted methods, Companies should refrain from contacting City staff prior to the Proposal due date. **The City is not bound by any statements, representations, or clarifications regarding this RFP other than those provided in writing by the Procurement Officer.**

In order for questions to be addressed at the Pre-Proposal Conference, they must be submitted by **3 p.m. on August 1, 2025.**

After the Pre-Proposal Conference, questions must be submitted in the Procurement Portal by the deadline stated in Section 2.1.

When responding to Company questions or issuing addenda to the RFP, the City will post the answer or information to the Procurement Portal.

2.3. Pre-Proposal Conference.

A Non-Mandatory Pre-Proposal Conference will be conducted on **July 25, 2025, at 10 a.m.** Meeting information is provided below:

Click here to join – [Join the meeting now](#)

To join via phone only - 872-256-4172 Conference ID: 104 744 83#

While attendance at the Pre-Proposal Conference is not mandatory, all interested Companies are encouraged to attend. If special accommodations are required for attendance, please notify the City in advance through the **Vendor Discussion** section of the Procurement Portal.

2.4. Submission of Proposals.

Proposals must be in the format specified in Section 4 of this RFP by **August 5, 2025, on or before, but no later than 3 p.m.**

When received, all Proposals and supporting materials, as well as correspondence relating to this RFP, shall become the property of the City. The Proposals will not be read aloud or made available to inspect or copy until any trade secret issues have been resolved.

2.5. Correction of Errors.

The person signing the Proposal must initial erasures or other corrections in the Proposal. The Company further agrees that in the event of any obvious errors, the City reserves the right to waive such errors

Section 2

Procurement Process

in its sole discretion. The City, however, has no obligation under any circumstances to waive such errors.

2.6. Evaluation.

As part of the evaluation process, the Evaluation Committee may engage in discussions with one or more Companies. Discussions might be held with individual Companies to determine in greater detail the Company's qualifications, to explore with the Company the scope and nature of the required contractual Services, to learn the Company's proposed method of performance and the relative utility of alternative methods, and to facilitate arriving at a Contract that will be satisfactory to the City.

The City may in its discretion, require one (1) or more Companies to make presentations to the Evaluation Committee or appear before the City and/or its representatives for an interview. During such an interview, the Company may be required to orally and otherwise present its Proposal and to respond in detail to any questions posed. Additional meetings may be held to clarify issues or to address comments, as the City deems appropriate. Companies will be notified in advance of the time and format of such meetings.

Since the City may choose to award a Contract without engaging in discussions or negotiations, the Proposals submitted shall state the Company's best offer for performing the Services described in this RFP.

2.7. Contract Award by Council.

As soon as practical after opening the Proposals, the name of the apparent successful Company will be submitted to the Council for final approval of award and the Procurement Officer will provide Contract documents to the Company. In the event the Council approval is not received within one hundred eighty (180) calendar days after opening of the Proposals, the Company may request that it be released from the Proposal.

2.8. Vendor Inclusion.

The City's vendor management philosophy supports a fair, open, and inclusive process that offers the same access and information to all Companies. Although Companies are not required to be registered in the City's vendor registration system prior to submitting a Proposal, in order to execute a contract with the City and receive payment from the City, all Companies must register with the City's vendor registration system.

Your registration provides the City with baseline information for your company including location, contact and demographic information, as well as your areas of expertise with specific commodity and/or service descriptions. You will also have the opportunity to complete any applicable certifications if your company desires to establish itself as an SBE, MBE, or WBE. The link below will provide you with the opportunity to complete your registration on-line with the City.

<http://charlottenc.gov/vendors>

3. SCOPE OF PETROLEUM TANK INSTALLATION, OPERATIONS & MAINTENANCE SERVICES.

3.1. General Scope.

This scope of services will include the operation and maintenance (O&M) and construction necessary to maintain the City of Charlotte's fueling system operations. This scope primarily supports the City's underground storage tank (UST) compliance and testing requirements. It may also include above ground storage tank (AST), diesel exhaust fluid (DEF), oil/lubricants, and alternative fuels sources such as electric vehicle (EV) charging stations.

The City will provide a Project Manager to initiate and coordinate maintenance repair requests. Mobilization to the site shall be within 48 hours for O&M for any emergency or compliance-related issues such as potential leaky situations or repairs. Non-emergency related work such as tank design, parts ordering, etc. will not require 48-hour response. Communication and verification of completion of the requested activities with the City's Project Manager will be required. All work will be completed to meet or exceed the North Carolina Department of Environmental Quality (NCDEQ) UST Section guidelines. Dependent upon the scope and cost of project, a work order estimate may be required.

This petroleum O&M contract may include up to four different areas: service, install, testing and miscellaneous services. Perspective Company may propose on all or part of those services.

1. SERVICE: O&M of Electronic Monitoring/Leak Detection Systems

Petroleum Services will include O&M of all materials, equipment, labor, and supervision required to maintain continuous electronic monitoring (automatic tank gauge [ATG]) for leak and spill detection (i.e., Veeder-Root and Incon units). This will include response to alarms, warnings and potential leaky petroleum conditions and repairs as needed. Mobilization to the site shall be within 48 hours.

All work shall be performed in accordance with applicable local, state, and federal guidelines and regulations. All tank work shall be completed in accordance with guidelines established by the Occupation Safety Health Administration (OSHA), American Petroleum Institute (API), Petroleum Equipment Institute (PEI), electrical wiring codes or other appropriate technical training as necessary. Field personnel must be trained and certified in the repair of the ATGs including Veeder-Root TLS Level 1, 2/3, and 4 technical training and similar certifications (i.e., Incon). Field personnel shall be trained and certified to install certain manufacturing tanks (i.e., Xerxes/Containment Solutions) and piping (i.e. APT/UPP/Ameron Dualoy). Copies of training certificates will be required with RFP submittal and shall be maintained throughout the duration of the contract. Company shall be familiar with current technical software upgrades and communications.

2. INSTALL: Construction, Repair, Replacement of Tank System Components

Petroleum Install services may be required to construct, repair, or replace any damaged, non-operative or failed petroleum tank accessory equipment such as: tanks, piping, drop-fill tubes, electronic sensors, ballfloat valves, brine removal/replacement, manholes, spill buckets or sumps. Some projects may involve small to medium sized petroleum and axillary construction upgrades and installations. O&M of dispensers, pumps, piping, and other miscellaneous equipment will be required. The Company may be required to repair or replace any damaged, non-operative equipment.

Professional engineering design services where necessary, such as AST, UST, or product piping replacement, may be necessary under this contract. This may require the Company to subcontract with a licensed professional Engineering firm.

3. TESTING: Tank Systems and Components

Numerous testing services will be required of the City's fuel system in order to comply with EPA and DEQ guidelines and requirements. Testing may include monthly, annual, and triennial basis. Annual tank sump testing and/or line tightness testing (LTT) may be required and must be completed by a qualified firm. Repairing shall meet DEQ standards and use the appropriate (UST-##) template forms.

4. MISCELLANEOUS SERVICES: Vacuum/Pumping, Alternative Fuels

Pumping/clean out services of oil/water separators, ASTs, USTs, sumps, spill buckets, piping, etc. will be necessary. Vacuum services may include product/waste removal, oil, and fuel leak/spill cleanup. Disposal shall be in accordance with all local, state, and federal guidelines. Mobilization to the site shall be within 48 hours. Alternative fuel/additive O&M and install support may be required. This may involve oils/lubricants, DEF, and electric vehicle (EV) charging stations.

4.2 Equipment.

Some projects may include the installation of larger fuel components such as tanks and/or dispensers. Contractor shall provide all teaching data "cut sheets" and all warranty information to the City. All equipment shall be provided to the City project manager prior to invoicing.

4.3. Reporting Requirements.

Some projects may inquire reporting which may include engineering design plans, County/State approval, and close out documents. This includes State "DEQ" reporting format forms. All reporting shall be provided to City project manager prior to invoicing.

4.4. Training Plan.

Some projects may require training of City employees such as fuel usage instructions. Contractor to review and provide to City project manager prior to invoicing. Explain the training curriculum available to support the Company's Proposed Solution. The Company shall schedule training classes and modules to align with appropriate phases of the Project and all training shall be conducted on site at City facilities.

The Company shall submit a preliminary Training Plan outlining the content, sequence and duration of each segment of each training session necessary to thoroughly and comprehensively train City personnel to fully utilize the Deliverables (the "Training Plan"). Additionally, the Training Plan will:

- Outline all subjects necessary to train City staff to fully understand and utilize the Deliverables.
- Provide comprehensive "train the trainer" training for the designated numbers of City designated personnel.
- Take into account classroom resources and personnel scheduling.
- Include a written description of the training classes that will be conducted, the number of persons that can be trained in each session, and the total number of hours required for each person to be trained.

The cost of all training referenced in this Section must be included in the Proposal Pricing.

Section 4

Proposal Content and Format

4. PROPOSAL CONTENT AND FORMAT.

The City desires all Proposals to be identical in format in order to facilitate comparison. While the City's format may represent departure from the Company's preference, the City requires strict adherence to the format. All Forms and Questionnaires shall be found and submitted in the City's Procurement Portal. The Proposal shall be submitted in the format described below:

- A. Cover Letter;
- B. Proposed Solution;
- C. The "MWSBE Utilization" Form – Optional;
- D. Required Forms:
 - The "Proposal Submission" Form;
 - The "References" Form;
 - The "Pricing Sheet";
 - The "Certification Regarding Debarment, Suspension and Other Responsibility Matters" Form;
 - The "Byrd Anti-Lobbying Certification" Form;
 - The "Company's Background Response" Questionnaire; and
- E. The "Exceptions" Form. For exceptions to be considered, include Sample Contract with exceptions marked.

4.1 Proposal Content.

4.1.1. **Cover Letter.**

The Proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, telephone, and facsimile numbers of the Company along with the name, title, address, email address, and telephone numbers of the executive that has the authority to contract with the City. The cover letter shall present the Company's understanding of the Project and a summary of the approach to perform the Services.

4.1.2. **Proposed Solution.**

Given the purpose of this Project and the City's goals as stated in this RFP, provide a creative solution to meet such goals. **For each component of the Project described in Section 3, state whether and how your Proposed Solution complies as well as any additional information requested.** If you wish to add supplemental information, it shall be labeled "Supplemental Information."

4.1.3. **Required Forms.**

To be deemed responsive to this RFP, Companies must complete all Proposal Forms listed in the Requested Information section on the Procurement Portal

4.1.4. **Acknowledgements.**

To be deemed responsive to this RFP, Companies must complete all Acknowledgements listed in the Requested Information section on the Procurement Portal.

4.1.5. **Exceptions to the RFP.**

Companies must review Section 1.6.15 for an overview of Exceptions to the RFP. If you elect to take Exceptions to the RFP, including the Sample Contract, then you must upload a redlined version under the Acknowledgement Section in the Procurement Portal. If exceptions are not identified by way of an uploaded redline version, then they may not be considered during Contract negotiation and could result in Proposal being rejected from further consideration.

5. PROPOSAL EVALUATION CRITERIA.

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

Proposals 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. Proposals will be evaluated on the following major categories:

- a. Qualifications, Experience, and Approach;
- b. Project Approach;
- c. Cost Effectiveness and Value; and
- d. Acceptance of the Terms of the Contract

5.1 Qualifications, Experience, and Approach.

Companies will be evaluated based upon their understanding, experience, and qualifications in performing the same or substantially similar Services, as reflected by its experience in performing such Services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the Services.

5.2 Project Approach.

Companies will be evaluated based upon their understanding, experience, and qualifications in performing the same or substantially similar services, as reflected by its experience in performing such services. The evaluation will include references regarding work for organizations with needs similar to the City's, and the feasibility of the Company's approach for the provision of the services.

5.3 Cost Effectiveness and Value.

Under this criterion, Proposals will be compared in terms of the most reasonable and effective pricing options. The Evaluation Committee will also take into consideration any indirect costs associated with the Services and administration of the Contract.

5.4 Acceptance of the Terms of the Contract.

The City will evaluate the Proposals for compliance with the terms, conditions, requirements, and specifications stated in this RFP, including the sample contract language provided. Regardless of exceptions taken, Companies shall provide pricing based on the requirements and terms set forth in this RFP. Exceptions shall be identified in accordance with Section 1.6.15 of this RFP.

FORM 1 - COVER LETTER

This Proposal is submitted by:

Company's Legal Name: _____

Representative's Name: _____

Street Address: _____

City, State, Zip: _____

Telephone: _____

Email Address: _____

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Company has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Company on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Company agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Company further 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. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the Proposal submitted by the Company or terminate any contract awarded on such proposal.
5. As part of its 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 subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments delivered or to be delivered to the City, is true, accurate,

Section 5
Proposal Evaluation Criteria

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.

7. None of Company's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Company.
8. It is understood by the Company that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for **one hundred and eighty (180) calendar days** from the Proposal due date.

Representative (signed): _____

FORM 2 - PROPOSAL SUBMISSION FORM

RFP #269-2026-114

Petroleum Tank Installation, Operation, Maintenance, and Testing Services

This Proposal is submitted by:

Consultant Legal Name: _____

Representative (printed): _____

Address: _____

City/State/Zip: _____

Email address: _____

Telephone: _____

The representative signing above hereby certifies and agrees that the following information is correct:

1. In preparing its Proposal, the Consultant has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in or condoned prohibited discrimination.
2. For purposes of this Section, discrimination means discrimination in the solicitation, selection, or treatment of any subcontractor, vendor, or supplier on the basis of race, ethnicity, gender, age or disability or any otherwise unlawful form of discrimination. Without limiting the foregoing, discrimination also includes retaliating against any person or other entity for reporting any incident of discrimination.
3. Without limiting any other provision of the solicitation for proposals on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the City to reject the Proposal submitted by the Consultant on this Project and to terminate any contract awarded based on such Proposal.
4. As a condition of contracting with the City, the Consultant agrees to maintain documentation sufficient to demonstrate that it has not discriminated in its solicitation or selection of subcontractors. The Consultant further 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. Failure to maintain or failure to provide such information constitutes grounds for the City to reject the Proposal submitted by the Consultant or terminate any contract awarded on such proposal.

5. As part of its Proposal, the Consultant shall provide to the City a list of all instances within the past ten years where a complaint was filed or pending against the Consultant in a legal or administrative proceeding alleging that the Consultant discriminated against its subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.
6. The information contained in this Proposal or any part thereof, including its Exhibits, Schedules, and other documents and instruments 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.
7. None of Consultant's or its subcontractors' owners, employees, directors, or contractors will be in violation of the City's Conflict of Interest Policy for City, Secondary and Other Employment Relationships (HR 13) if a Contract is awarded to the Consultant.
8. It is understood by the Consultant that the City reserves the right to reject any and all Proposals, to make awards on all items or on any items according to the best interest of the City, to waive formalities, technicalities, to recover and resolicit this RFP.
9. This Proposal is valid for **one hundred and eighty (180) calendar days** from the Proposal due date.

Representative (signed): _____

[REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK]



CBI FORM 3: Subcontractor / Supplier Utilization Commitment

This form **MUST** be submitted at the time of Proposal Opening. *Copy this CBI Form 3 as needed.*

Failure to properly complete and submit Form 3 with the Proposal constitutes grounds for rejection of the Proposal.

Per Section 3.5 of the CBI Administrative Procedures Manual, the Subcontractor/Supplier Utilization Commitment (**CBI Form 3**), captures information regarding the MWSBEs and other subcontractors and suppliers that the Proposer intends to use on the Contract **FOR ALL TIERS**.

M/W/SBEs must satisfy the requirements of Section 2 of the CBI Administrative Procedures Manual in order to count the work they intend to perform on the contract with its own current workforces towards the Contract Goal and must list themselves below.

Proposer Name:			
Project Name:	Petroleum Tank Installation, Operations & Maintenance Services		
MWBE Goal:		MBE Goal:	
MSBE Goal:		WBE Goal:	
MWSBE Goal:		SBE Goal:	

List below all **M/W/SBEs** that you intend to use on this Contract. **NOTE: You will only receive credit for M/W/SBEs that are currently certified with the City as of the Proposal Opening Date.**

M/W/SBE Vendor Name (Non-Hauling Services)	Description of work / materials	NIGP Code

CBI FORM 3: Subcontractor / Supplier Utilization Commitment

List below all **non-M/W/SBEs (subcontractors and suppliers)** that you intend to use on this Contract

Vendor Name	Description of work / materials	NIGP Commodity Code



Letters of Intent submitted upon notice from the City

Per Section 3.5 of the CBI Administrative Procedures Manual, within three (3) Business Days after receiving a request from the City (or within such longer time as may be communicated by the City in writing), Proposers must submit a separate Letter of Intent (**CBI Form 4**) for each M/W/SBE listed on **CBI Form 3**. Each Letter of Intent must be executed by both the M/W/SBE and the Proposer. The City shall not count proposed M/W/SBE utilization for which it has not received a Letter of Intent by this deadline. The Proposer is still obligated to pay the M/W/SBE the full amount listed on the Contract with the M/W/SBE regardless of what percentage is actually counted towards the M/W/SBE Goal.

Adding subcontractors or suppliers after submitting this form

Nothing in this certification shall be deemed to preclude you from entering into subcontracting arrangements after submission of this form. However, per the CBI Administrative Procedures Manual, you must comply with the following:

- You must maintain the level of M/W/SBE participation stated in the Contract throughout the duration of the Contract, except as specifically allowed in Section 5
- If you need to terminate or replace a M/W/SBE, you must comply with Section 5.3
- If the scope of work on the Contract increases, or if you elect to subcontract any portion of work not identified on this form as being subcontracted, then you must comply with Section 5.4
- A Letter of Intent (**CBI Form 4**) must also be submitted for each M/W/SBE you add subsequent to contract award.

All Subcontractors and Suppliers must be registered with the City of Charlotte.

Pursuant to the City’s Vendor Registration Policy, each subcontractor or supplier (non-MBE/SBE, WBEs, SBEs and MBEs) that you use on this contract must be registered in the City’s vendor database.

Signature

Your signature below indicates that the undersigned firm certifies and agrees that:

- (a) It has complied with all provisions of the CBI Policy and Administrative Procedures Manual; and,
- (b) Failure to properly document such compliance in the manner and within the time periods established by the CBI Policy and Administrative Procedures Manual shall constitute grounds for rejection of your proposal.

Signature of Authorized Official

Printed Name

Title

Submittal Date

FORM 4 - REFERENCES

Companies shall utilize the format below to provide a **minimum of three (3) to five (5) client references**. The City's preference is for references from organizations of similar size or where the Company is performing similar services to those described herein. If such references are not available, individuals or companies that can speak to the Company's performance are adequate.

REFERENCES:

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Project: _____

Contract Value: \$ _____ Number of Client Employees: _____

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Project: _____

Contract Value: \$ _____ Number of Client Employees: _____

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Project: _____

Contract Value: \$ _____ Number of Client Employees: _____

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Project: _____

Contract Value: \$ _____ Number of Client Employees: _____

Name of Client: _____ Main Phone: _____

Address: _____

Primary Contact: _____ Title: _____

Contact Phone: _____ Contact E-mail: _____

Service Dates: _____

Summary & Scope of Project: _____

Contract Value: \$ _____ Number of Client Employees: _____

FORM 5 - PRICING WORKSHEET

RFP 269-2026-114

PETROLEUM TANK INSTALLATION, OPERATIONS, AND MAINTENANCE SERVICES

All unit prices include all labor, materials, transportation, and necessary hand tools required by the trade, as well as any other expenses of having workers on the job site. The Company shall pay for any required building permits and the City will reimburse the cost.

ITEM	DESCRIPTION	REGULAR HOURS (Monday – Friday, 8:00am – 5:00pm)	AFTER HOURS (Non-Business Hours)
1	Service Technician	_____ per hour	_____ per hour
2	Service Supervisor	_____ per hour	_____ per hour
3	Install Technician	_____ per hour	_____ per hour
4	Install Supervisor	_____ per hour	_____ per hour
5	Authorized Non-Hazardous Liquids Removal & Disposal Charge	_____ per gallon	
6	Mileage (portal to portal)	_____ Mile	
7	Sub-consultant Fees (Mark Up)		
8	Reimbursement for Part Replacement (Mark Up)		

Required Form

Monthly / Annual UST Inspection Pricing (per site)	
UST-27 Monthly Walk Thru Inspections for Spill Containment, Leak Detection, and Corrosion Protection	\$ _____ -
<p>Walkthrough inspections of spill prevention (spill buckets) and release detection equipment are required every month*. The UST-27 form should be used to record this monthly inspection.</p> <p>The first walkthrough inspection must be completed, and recorded on the form, by October 13, 2018. The forms must be kept for 12 months.</p> <p><i>*Note: If you can document that you receive fuel deliveries that are 30 days or more apart, you can perform the spill bucket inspection before each delivery.</i></p>	
UST-22A Overfill Prevention Equipment Operability Check	\$ _____
<p>Operability check of overfill equipment required annually for UST systems installed on or after November 1, 2007 (this includes existing UST systems that have installed or replaced these components on or after November 1, 2007) or triennially for UST systems installed before November 1, 2007 or for any existing UST system regardless of installation date prior to returning to service from temporary closure.</p> <p>Inspect overfill prevention equipment for operability, proper operating condition, and calibration in accordance with PEI RP 1200, "Recommended Testing and Verification of Spill, Overfill, Leak Detection, and Secondary Containment Equipment at UST Facilities" and/or the "Overfill Prevention Equipment Inspection Procedure" below and any additional inspection procedures listed in the manufacturer's guidelines.</p>	
UST-22B Annual Leak Detection Equipment Operability Check	\$ _____
<p>Walkthrough inspections of containment sumps and hand-held release detection equipment are required every year (examples of hand-held release detection equipment include tank gauge sticks and groundwater bailers).</p> <p>The UST-22B form should be used to record the yearly inspection of release detection equipment, and the UST-22C form should be used to record the yearly inspection of containment sumps.</p> <p>Inspect the leak detection equipment in accordance with manufacturer guidelines and PEI RP 1200, "Recommended Practices for the Testing and Verification of Spill, Overfill, Leak Detection, and Secondary Containment Equipment at UST Facilities". If the manufacturer's instructions do not require a condition to be implemented that triggers an alarm, then you must also trigger an alarm condition. Print the alarm reports triggered during the operability check and attach to this form.</p>	
UST-22C Annual Sump Visual Inspections	\$ _____
<p>Underground Storage Tank (UST) system owners and operators are required to conduct a STP, dispenser, or other sump visual check at least annually for any UST system regardless of installation date. Results must be maintained for at least one year at the UST site or the tank owner or operator's place of business, and be readily available for inspection</p> <p>Visually inspect STP, dispenser and other sump areas (whether containment present or not) for liquids (water or regulated substances), sump damage, penetration boot damage, faulty equipment, and equipment leaks.</p>	

Required Forms

Triennial UST Inspection Pricing (per bucket / sump / line)	
UST-23A Triennial UST Spill Bucket Integrity Testing (Per Single Wall Spill Bucket)	\$ _____
<p>Test the integrity of the primary and secondary areas of the spill bucket in accordance with manufacturer’s written instruction and PEI RP 100 every three (3) years and document the results on the UST-23A form.</p> <p>If any periodic test fails, a suspected release report must be submitted on a UST-17A form, UST Suspected Release 24 Hour Notice. The suspected release must be investigated, in accordance with 15A NCAC 2N .0603, and any defective equipment repaired in accordance with 15A NCAC 2N .0404/.0900. Results of the investigation must be submitted on a UST-17B form.</p>	
UST-23A Triennial UST Spill Bucket Integrity Testing (Per Double Wall Spill Bucket)	\$ _____
<p>Additional notes specific to Double Wall Spill Buckets only</p> <p>The primary and secondary walls are both considered to be tested at the same time if vacuum is used to test the interstice.</p> <p><i>* Note: Spill buckets installed after November 1, 2007 must be double walled, continuously monitored, as well tested every three years (unless monitored using vacuum, pressure, or hydrostatic methods).</i></p>	
UST-23B Triennial UST Containment Sump Integrity Testing (Per Sump)	\$ _____
<p>Containment sumps that are used for interstitial monitoring of piping must be tested every three years or be double-walled and the integrity of both walls monitored at least once per year*.</p> <p><i>* Note: Containment sumps installed after November 1, 2007 must be continuously monitored, as well as tested every three years (unless double-walled and monitored using vacuum, pressure, or hydrostatic methods).</i></p> <p>Additional fee for removal of PCW only when necessary</p>	
UST-23C Triennial UST Piping Integrity Testing (Per Line)	\$ _____
<p>UST-23C used to document pipe integrity testing (for piping not monitored continuously for releases using vacuum, pressure, or hydrostatic methods) for UST systems installed on or after November 1, 2007 (this includes existing UST systems that have installed or replaced the piping on or after November 1, 2007) or for any existing UST system conducting interstitial monitoring of the piping regardless of installation date prior to returning to service from temporary closure.</p> <p>UST-22B form used for MLLD & ELLD annual leak detection inspections</p>	
UST-23D Triennial UST Interstice Integrity Testing	\$ _____

FORM 6 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

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

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

I hereby certify as stated above:

_____	_____
(Print Name)	Signature
_____	_____
Title	Date

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

_____	_____
(Print Name)	Signature
_____	_____
Title	Date

FORM 7 - BYRD ANTI-LOBBYING CERTIFICATION

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

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
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 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)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Form fields for signature and company information: (Print Name), Authorized Signature, Date, {---Vendor Legal Name---}, Company Name, Address, City/State/Zip

FORM 8 - COMPANY'S BACKGROUND RESPONSE

RFP # 269-2026-114

Petroleum Tank Installation, Operations, and Maintenance Services

Respond to the following questions accurately and completely.
 You may answer "N/A" or "no," as appropriate.
 Please do not leave questions blank.
 Additional pages may be attached as needed to present the information requested.

Question	Response
Company Information:	
Company's legal name:	
Company Location: If your company has more than one address, please indicate corporate headquarters and location that will be providing the Services).	
What is the ownership structure of your company? Include any significant or controlling equity holders.	
Does your company have any parent companies, subsidiaries, affiliates, or other related entities? <i>If so</i> , describe your company's complete corporate structure.	
<i>If</i> your company is a subsidiary, identify the number of employees in your company or division. List the revenues of proposing company or division.	
Company Background and Experience:	
How many years has your company been in business?	
Provide an overview and history of your company.	
Detail your company's overall management structure, including names, titles, and the reporting structure.	

<p>* You may respond here or upload an organization chart document to your submission files and note that method here.</p>	
<p>List any certifications held by your company. (Certification name, ID number, and Name of Certified individual.)</p>	
<p>How long has your company been providing the specific Services requested in this RFP?</p>	
<p>Please list previous City of Charlotte projects you have completed.</p>	
<p>Please list relevant additional municipal experience. Name some of your clients similar to the City of Charlotte (i.e., similar in size, complexity, location, type of organization).</p> <ul style="list-style-type: none"> •How many public sector clients (cities or counties) does your company have? •How many are using the Services? 	
<p>Employees and Processes:</p>	
<p>Which of your company's key individuals would actively provide the requested services? Describe their qualifications, professional certifications, and experience.</p>	
<p>Provide information regarding the availability of key members and staffing at your Company, and the same for subcontractor(s), if known or applicable.</p>	
<p>How does your organization ensure that personnel performing the Services are qualified and proficient?</p>	

Required Forms

<p>What communications method(s) will your organization use to keep the City informed about the Services?</p>	
<p>Risk:</p>	
<p>List any projects or services that were terminated by a government entity. Please name the government entity that terminated and explain the cause.</p>	
<p>List any litigation that your company has been involved with during the past two (2) years for Services similar to those in this RFP.</p>	
<p>If your company has been the subject of a dispute or strike by organized labor within the last five (5) years, please describe the circumstances and the resolution of the dispute.</p>	
<p>Describe any risks associated with this Contract. Does your Company have planned contingencies to mitigate those risks?</p>	

FORM 9 - EXCEPTIONS FORM

RFP 269-2026-114

Petroleum Tank Installation, Operations, and Maintenance Services

The undersigned Bidder agrees to provide all Products and Services requested in the RFP for the price(s) set forth in the Pricing Sheet, all in strict conformity with the terms, conditions, and specifications set forth in the RFP (including any addenda or amendments), subject only to the exceptions stated in the chart below. Exceptions representing material changes to Bid terms are grounds for rejection of the Bidder's Bid.

RFP Section Number	RFP Section Title	Exception and Proposed Change to RFP

Date: _____

Company: _____

By: _____
 Print name and title of signatory

Signature: _____