



City of Wilson

REQUEST FOR QUALIFICATIONS (RFQ) # 2023-48

RFQ Name: Hominy Swamp Stormwater Park – Preliminary Engineering

Issuing Department: Engineering

Issue Date: 10/19/23

Submittal Deadline: 11/16/23 at 2:00 pm

Direct all questions for this RFQ to:

Brandon Rountree

Civil Engineer II

Email: brountree@wilsonnc.org

INTRODUCTION:

The City of Wilson invites engineering firms to submit their statement of qualifications to provide preliminary engineering for the Hominy Swamp Stormwater Park Project. The project area is shown in Figure 1 below. The City of Wilson is in the process of being awarded funding from the FEMA BRIC Grant. This RFQ is only for the environmental assessment, environmental and historic preservation review, and any additional FEMA related preliminary engineering for grant award. The City will solicit for a design firm for complete construction documents through a separate RFQ process at the after receiving FEMA approval.



Figure 1: Project Area

SCOPE OF SERVICES:

The City of Wilson will expect the selected engineering firm to complete an environmental report and assessment, environmental & historic preservation (EHP) review, and any additional FEMA related preliminary engineering for the Hominy Swamp Stormwater Park. This project is being reviewed and assessed for FEMA BRIC funding. It is essential to perform an environmental assessment of this project area to further increase the chances of receiving the FEMA BRIC grant.

- Preparation of an environmental report and assessment sufficient to satisfy the requirements of for FEMA funded projects.
- Preparation of an EHP review sufficient to satisfy the requirements of for FEMA funded projects.
- Coordinating with FEMA Grant administration on other preliminary engineering requirements.

Once a firm is selected, the City and the selected firm will meet with FEMA to further discuss and determine specific project requirements prior to finalizing the preliminary engineering scope and fee.

DESCRIPTION OF PROJECT:

Wilson Mall is in poor condition and has been damaged by flooding based on historical data. The Hominy Swamp Stormwater Park will be constructed in place of an existing mall and surrounding area that will need to be demolished. This park includes a regional flood mitigation area, greenway/boardwalk, green area for civic programs, and some potential commercial area. The environmental study is to assess the existing conditions and the impacts to this area during demolition and reconstruction. The environmental and historic preservation review will be to ensure the protection and enhancement of environmental, historic, and cultural resources. Both processes will need to satisfy FEMA's requirements for formal award of the BRIC grant.

The selected design firm shall include a proposed schedule with their submittal.

QUALIFICATION RESPONSE CONTENTS:

The following information must be included in all responses to this Request for Qualifications (RFQ); Responses need to be a max of 20 pages. Required forms and resumes do not count towards the page limit. Additionally, the page limit is total printed pages (a double-sided page would count as two pages). Firms are requested to use best judgement on font size, spacing, etc. Order of proposals may follow any format or order as determined by the submitter.

- 1) Cover Letter with brief history of firm
- 2) Experience of the firm to provide the requested engineering services
- 3) Project Team: Individuals or firms should also provide the following information:
 - a) Name of firm and mailing address;
 - b) Name and telephone number of the principal contact; and
 - c) Resumes of key employees to be assigned to the project.
- 4) Project Management & Staffing: Describe the management plan to be used and staffing configurations and project schedule illustrating start and completion dates for all major tasks.
- 5) For the purpose of evaluation, the Engineer is requested to provide a proposed hourly rate for each project team member. The hourly rate should include direct labor, fringe benefits, indirect costs, expenses, and profit. The Response should not include other types of fees other than the unit price information. Fee will not be a criterion for selection.
- 6) The Response should specifically relate the firm's experience and other qualifications to each and every required service.
- 7) FEDERAL U.G. CONTRACT PROVISIONS (*signature needed below*)
- 8) HUB/Minority Business Participation Sheet
- 9) References sheet completed and incorporated in response. Alternatively, firm may elect to use their own form provided a minimum of three references are provided. All firms are encouraged to NOT use the City of Wilson as a refence.

DEADLINE FOR SUBMISSION OF QUALIFICATION RESPONSES:

A response with the firm's qualifications, i.e., the firm's demonstrated competence and qualifications for the engineering services required, must be received by 2 PM on Thursday November 16th, 2023 at the following address.

<u>By mail:</u>
City of Wilson (Attn:) Engineering/Brandon Rountree
P.O. Box 10
Wilson, NC. 27894-0010
<u>Hand Delivery:</u>
City of Wilson (Attn:) Engineering/Brandon Rountree
1800 Herring Ave E.
Wilson, NC. 27893

**Proposers may hand deliver RFQs to Engineering, or if preferred, UPS and FedEx make daily deliveries to our office. If using any other delivery method allow ample time for delivery. Proposals not received by the deadline stated will not be considered.

One (1) original and three (3) copies should be submitted. The original or copies should be distinguishable from each other.

The City reserves the right to reject any or all proposals for any reason and to waive any informality it deems in its best interest. Any requirements in the RFQ that cannot be met must be

indicated in the proposal. Proposers must respond to the entire Request for Qualifications (RFQ). Any incomplete proposal may be eliminated from competition at the discretion of the City.

RFQ TIMELINE:

Provided below is a list of the anticipated schedule of events related to this solicitation. The City reserves the right to modify and/or adjust the schedule to meet the needs of any project(s). All times are shown in Eastern Time (ET):

<u>RFQ Process</u>	<u>Date and Time</u>
RFQ Advertisement Date	10/19/2023
Deadline for Written Questions	11/2/2023 @ 5:00 PM
City Response to Questions (anticipated)	11/9/2023
RFQ Due Date	11/16/2023 @ 2:00 pm
RFQ Award	TBD

CRITERIA FOR EVALUATION/AWARDS:

Proposals will be reviewed and evaluated by a review team consisting of representatives of Public Work and the City of Wilson Purchasing Department. A recommendation will be forwarded to the purchasing manager for review. Upon selection and successful negotiation of a contract price, a contract will be presented to Wilson City council for approval. Engineers will be notified by mail of the City’s selection. The following factors will be used in evaluating proposals and awarding of a contract based on demonstrated competence and qualification for the type of services described herein.

- 1) **Project/Work Plan-Technical Approach/Understanding of Program** – Detail of proposal, specific work products identified, understanding of project process. Provide a project schedule which follows the required milestone dates listed under description of project.
- 2) **Experience and Reputation of Firm** – Past involvement of firm with similar infrastructure projects and funding programs. References of past involvement and resumes of key staff
- 3) **Qualifications of Staff Assigned to Project/Work Management Plan/Experience of Proposed Personnel** – Identification of staff assignments, roles, and responsibilities.
Identification of staff experience
- 4) **Understanding of Area** – Responsiveness of firm to elements in RFP, familiarity with geographic area, familiarity with existing infrastructure and infrastructure needs
- 5) **Unit Pricing Only** – Selection will be made without regard to fee other than unit price information at this stage. Do not submit a fee for the work at this time. The City of Wilson will attempt to negotiate price with the successful proposer.

Scoring Scale

Responses will be scored on a scale of 1-10

Criteria	(a)Weight	(b)Score (1-10)	(a) x (b) Weighted Score
Project/Work Plan-Technical Approach/Understanding of Program	35%		
Experience and Reputation of Firm	20%		
Qualifications of Staff Assigned to Project/Work Management Plan/Experience of Proposed Personnel	30%		
Understanding of Area	15%		
Final Score			

**A resident firm providing engineering services shall be granted a preference over a nonresident firm, in the same manner, on the same basis, and to the extent that a preference is granted in awarding contracts for these services by the other state to its resident firms over firm's resident in the State of North Carolina. For purposes of this section, a "resident firm" is a firm that has paid unemployment taxes or income taxes in North Carolina and whose principal place of business is located in this State. GS 143-64.31(a1) (2014).*

QUESTIONS:

Written questions shall be e-mailed to Brandon Rountree, Civil Engineer II at brountree@wilsonnc.org by the date and time specified above. Firms will enter RFQ Title – "Hominy Swamp Stormwater Park – Preliminary Engineering" as the subject for the email. Questions received prior to the submission deadline date and additional terms deemed necessary by the City of Wilson will be posted in the form of an addendum to the **City of Wilson website**: <https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=6cb6feea-36f1-43a9-ae1b-61fdec8b52b> and/or the **North Carolina Interactive Purchasing System (IPS)**, <http://www.ips.state.nc.us>, and shall become an Addendum to this RFQ. No information, instruction or advice provided orally or informally by any City personnel, whether made in response to a question or otherwise concerning this RFQ, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFQ. Inquiries submitted no later than the date and time noted in the project schedule. Questions answered verbally will be followed up by written addenda as deemed necessary; oral interpretations shall have no effect.

GENERAL CONTRACT TERMS & CONDITIONS

1. **DEFAULT AND PERFORMANCE BOND**: In case of default by the contractor, the City of Wilson may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. The City of Wilson reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to the City of Wilson.
2. **GOVERNMENTAL RESTRICTIONS**: In the event any Governmental restrictions are imposed which necessitate alternation of the material, quality, workmanship or performance of the items prior to delivery, it shall be the responsibility of the contractor to notify, in writing, the issuing purchasing office at once, indicating the specific regulation, which required such alternations. The City of Wilson reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the contract.
3. **AVAILABILITY OF FUNDS**: Any and all payments to the contractor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this agreement.
4. **TAXES**: Any applicable taxes shall be invoiced as a separate item. The City is not exempt from local or North Carolina sales tax.
5. **SITUS AND GOVERNING LAWS**: This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which state all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **PAYMENT TERMS**: Payment terms are Net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. Invoices are preferred by the City to be sent by e-mail to Civil Engineer and cc cowaccts@wilsonnc.org.
7. **NON-DISCRIMINATION**:
 - a. The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
 - b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.
8. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY**: Vendor shall hold and save the City, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with The Contract.
9. **TERMINATION FOR CONVENIENCE**: If this contract contemplates deliveries or performance over a

period of time, the City may terminate this contract at any time by providing 60 days' notice in writing from the City to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this contract shall, at the option of the City, become its property. If the contract is terminated by the City as provided in this section, the City shall pay for those items for which such option is exercised, less any payment or compensation previously made.

10. ADVERTISING: Vendor agrees not to use the existence of The Contract or the name of the City as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the City is willing to act as a reference by providing factual information directly to other prospective customers.

11. ACCESS TO PERSONS AND RECORDS: An independent auditor shall have access to persons and records as a result of all contracts or grants entered into by the City of Wilson in accordance with General Statute 147-64.7.

12. ASSIGNMENT: No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the City may:

- a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, and
- b) Include any person or entity designated by Vendor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the City to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all Contract obligations.

13. INSURANCE:

COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.

b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.

c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of The Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all

requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or The Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

14. **GENERAL INDEMNITY:** The Vendor shall hold and save the City, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of The Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of The Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor provided that the Vendor is notified in writing within 30 days from the date that the City has knowledge of such claims. The Vendor represents and warrants that it shall make no claim of any kind or nature against the City's agents who are involved in the delivery or processing of Vendor deliverables or Services to the City. The representation and warranty in the preceding sentence shall survive the termination or expiration of The Contract.
15. **CONFIDENTIALITY:** Any City information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under The Contract shall be kept as confidential, used only for the purpose(s) required to perform The Contract and not divulged or made available to any individual or organization without the prior written approval of the City.
16. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with The Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.
17. **ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
18. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the City and the Vendor.
19. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
20. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in The Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other state or federal constitutional provision or principle that otherwise would be available to the City under applicable law.

21. **E-VERIFY**-Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work of authorization of newly hired employees pursuant to federal law in accordance with NCGS 64-25 et seq. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of Contractor's knowledge, any subcontractors employed by it as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statute.
22. **IRAN DIVESTMENT ACT CERTIFICATION** – Contractor certifies that, as of the date listed (2017), it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. Chapter 147 Article 6E. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. Chapter 147 Article 6E, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
23. **EVALUATION OF BID**: All qualified proposals/bids will be evaluated and award made to the firm(s) whose proposal/bid is deemed to be in the best interest of the City of Wilson, all factors considered. The City of Wilson reserves the right to reject any and all offers if determined in its best interest.
24. **BID/PROPOSAL PUBLIC RECORD**: All proposals/bids received become the property of the City of Wilson and information included therein or attached thereto shall become public record upon their delivery to the city. Submission of a bid/proposal in response to a request constitutes acceptance of all terms and conditions and requirements contained in the request.
25. **RECOMMENDATION OF AWARD**: The recommendation of award by city council represents a preliminary determination and not a legally binding acceptance of the bid or proposal until the city has executed a written agreement in a form agreeable by an authorized city official.
26. **COST FOR PROPOSAL PREPARATION**: Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the City will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
27. **INSPECTION AT VENDOR'S SITE**: The City reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the City's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
28. **VENDOR REGISTRATION**: All vendors (new, current or potential) must register with our Vendor Registration system through Vendor Registry at the following link.
<https://vrapp.vendorregistry.com/Vendor/Register/Index/city-of-wilson-nc-vendor-registration>
29. **REGULATIONS**: The selected architect/engineer must be able to comply with applicable state regulations associated with this project. State licensure requirements apply.
30. **GIFTS AND FAVORS**: Engineering Firms shall become aware of and comply with laws related to gifts and favors, conflicts of interest and the like, including N.C.G.S. §14-234, N.C.G.S. §133-1, and N.C.G.S. §133-32

31. **FEDERAL GOVERNMENT REGISTRATON:** A SAM registration for any entity to bid and get paid for federal contracts or to receive federal funds is required. This includes for-profit, nonprofits, government contractors, government subcontractors, state governments, and local municipalities. The SAM registration is valid for one year from the date of registration is complete and must be renewed before 60 days of expiration to avoid penalties. You may register your company at the following link: <https://usfcr.com/registrations/about-sam/>

FEDERAL U.G. CONTRACT PROVISIONS *(signature needed below)*

1. **REMEDIES.** The City shall have the right to declare default of the contract for breach by the Contractor of any material term or condition of the contract as determined by the City. Material breach by the Contractor shall include, but specifically shall not be limited to failure to begin work under the contract within the time specified; failure to provide workmen, equipment, or materials adequate to perform the work in conformity with the contract by the completion date; unsatisfactory performance of the work; refusal or failure to replace defective work; failure to maintain satisfactory work progress; failure to comply with equal employment opportunity contract requirements; insolvency or bankruptcy, or any act of insolvency or bankruptcy; failure to satisfy any final judgment within 10 calendar days after entry thereof; and making an assignment for benefit of creditors.
2. **TERMINATION FOR CAUSE AND CONVENIENCE.** The City may terminate this Contract at any time at its complete discretion upon thirty (30) calendar days' notice in writing from the City to Contractor prior to the date of termination. In addition, all finished or unfinished documents and other materials produced by Contractor pursuant to this Contract shall, at the request of the City be turned over to it and become its property. If the Contract is terminated by the City in accordance with this section, the City will pay Contractor at the rate set out in Section 2.1 for all services performed as of the date of termination.
3. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or

applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it

participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. **DAVIS-BACON ACT.** Compliance with the Davis-Bacon Act.
 - a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
 - b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
 - c. Additionally, contractors are required to pay wages not less than once a week.

5. **COPELAND ANTI-KICKBACK ACT.** Compliance with the Copeland "Anti -Kick back" Act
 - a. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate

instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

6. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.** Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The City of Wilson shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.**

- a. Applicability. This requirement applies to “funding agreements,” but it does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and

Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

- b. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the City of Wilson and understands and agrees that the City of Wilson will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- d. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- e. The contractor agrees to report each violation to the City of Wilson and understands and agrees that the City of Wilson will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- f. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **DEBARMENT AND SUSPENSION.**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- c. This certification is a material representation of fact relied upon by the City of Wilson. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Wilson, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **BYRD ANTI-LOBBYING AMENDMENT.**

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

- a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- a. 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 any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned 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.

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 imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

11. **PROCUREMENT OF RECOVERED MATERIALS.**

- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - Competitively within a timeframe providing for compliance with the contract performance schedule;
 - Meeting contract performance requirements; or
 - At a reasonable price.
- b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. **DOMESTIC PREFERENCES FOR PROCUREMENT**

The contractor shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

13. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

The products and services supplied and or provided meet the conditions of 2 CFR part 200.216, which prohibits use of certain telecommunications and video surveillances services or equipment.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REFERENCES

COMPANY NAME _____

Provide three references for our records:

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

Firm: _____

Contact Name: _____

Phone Number: _____

EXECUTION OF PROPOSAL

By submitting this proposal, the potential Engineering Firm certifies the following for (RFQ 2023-48):

- This proposal is signed by an authorized representative of the Firm.
- The potential Engineering Firm has read and understands the conditions set forth in this RFQ to include any addenda and all attached exhibits and agrees to them with no exceptions.

Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____