



1800 Herring Ave. E, Wilson NC 27893

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RE: **Request for Qualifications  
Design-Build Services  
City of Wilson**

To Whom It May Concern:

The City of Wilson, North Carolina, is seeking a Design Build firm to provide architectural, engineering, and construction services for the Kenan-Jackson Infrastructure Replacement and Flood Mitigation Project, to replace approximately 2,000 linear feet of sanitary sewer, 2,000 linear feet of watermain, 2,400 linear feet of stormwater pipe, resurface roads, and to provide an innovative stormwater detention system to alleviate downstream flooding along Kenan and Jackson Street between Nash and Hines. Attached you will find a "Request for Qualifications," which identifies the project(s) anticipated to be undertaken by City of Wilson during the contract period.

In order to be considered, all responses must be submitted in writing no later than **2:00 PM (EST) on April 19, 2023**. Firms mailing responses should allow delivery time to ensure timely receipt of their proposals. The responsibility for getting the response to the City of Wilson Operations Center on or before the specified time and date is solely and strictly the responsibility of the responding firm. The City will in no way be responsible for delays caused by any occurrence. Responses may be hand carried or mailed to:

The City of Wilson  
Attn: Kyle F. Manning, PE  
1800 Herring Avenue E.  
Wilson, NC 27894

Firms providing responses shall be licensed and responsible for complying with North Carolina laws, regulations, and local ordinances. The City of Wilson reserves the right to waive any informalities, to reject any and all responses to the Request for Qualifications, and to accept any responses which in its opinion may be in the best interest of the City of Wilson

No responses to the Request for Qualifications will be received or accepted after 2:00 PM (EST) on April 19, 2023. Late qualification packages will be deemed invalid and returned unopened to the firm.

Thank you,

Kyle F. Manning, PE  
Assistant Director of Public Works/City Engineer

**Request for Qualifications  
RFQ # 2023-12**

**Design-Build Services**

**Design-Landscape, Architectural,  
Engineering-General Contracting Services,  
& Design Services**

**For the City of Wilson**

**Kenan-Jackson  
Infrastructure Project**

**Issued By:  
City of Wilson  
1800 Herring Ave. E  
Wilson, NC 27893**

**Date of Issue: March 14, 2023**

**Due Date: April 19, 2023, 2:00PM**

## KEY INFORMATION SUMMARY SHEET

Request for Qualifications  
RFQ # 2023-12

RFQ Issue Date: March 14, 2023

Mailing address to submit proposals: City of Wilson  
Attn: Kyle F. Manning, PE  
1800 Herring Avenue E.  
Wilson, NC 27894

Electronic file (pdf) Upload Location: <https://cowliquid.wilsonnc.org/filedrop/COWEngineering>

Password: cityofwilson (all lower case)

- This is in addition to the four hard copies

Responses Due: April 19, 2023, 2:00PM

## **1. INTRODUCTION**

Pursuant to N.C.G.S. § 143-128.1A, The City of Wilson is soliciting proposals from qualified design-build teams that are interested in providing design, landscape architectural, architectural, engineering, and general contracting services for the Kenan-Jackson Infrastructure Project. The intent of this RFQ is to select a design-build team, by Qualifications-Based Selection (QBS), to provide design and construction services for this project.

This Request for Qualifications ("RFQ") describes the required scope of work for the selected design-build team, selection process, evaluation criteria and the minimum information that must be included in the RFQ. Failure to submit information in accordance with these requirements and procedures may be cause for disqualification. This RFQ is for ONE agreement to cover all the work described in the RFQ.

## **2. PROJECT BACKGROUND AND DESCRIPTION**

The project will consist of the following components/phases listed below:

### **Part A – Infrastructure Replacement**

1. Design and replacement of all watermains, valves, services, and associated appurtenances within the proposed project area;
2. Design and replacement of all sewer mains, manholes, and services within the proposed project area;
3. Design and replacement of all stormwater pipe, manholes, curb inlets, and other items necessary to connect to the innovative flood mitigation system;
4. Reroute of the existing stormwater pipe that travels out of the right-of-way;
5. Resurfacing of the road along the entire project area; and
6. Creation of an ADA compliant sidewalk system throughout the project area.

It is expected that a majority of the watermains, sewer mains, and stormwater pipes will have to be upsized from their current condition to prepare for future growth and meet current minimum design criteria.

### **Part B – Innovated Flood Mitigation Project**

The City of Wilson has experienced numerous flooding events at the intersection of Hines and Jackson Street. Additionally, the project area is within the Hominy watershed. The City of Wilson has a Category 4b plan for the Hominy Swamp.

Where feasible, the City would like the redesign of the project area to include stormwater detention and treatment within the existing right-of-way to the maximum extent possible and within the project budget. Both water quality and water quantity should be considered.

The City has received additional funding (separate RFQ process and project) to construct an underground detentions system at the fire station located at the intersection of Hines and Jackson.

Part C - Although this is one large project, in reference to federal funding, the City is required to report on this project in three separate smaller project categories.

- EC 5.2 – Clean Water: Centralized Wastewater Collection and Conveyance
- EC 5.11 – Drinking Water: Transmission & Distribution
- EC 5.6 – Clean Water: Stormwater

Approximate current numbers are Sewer – 25%, Water 25%, and Stormwater 50%. We are requesting to have costs separated or itemized per invoice by these three categories. All costs not directly related to those tasks should be prorated as appropriate. Invoice specific requirements will be addressed with the City of Wilson Finance Department when vendor is awarded the contract and/or application for payment is requested.

**3. GENERAL INFORMATION**

The City of Wilson is requesting qualifications, which shall address at a minimum the tasks outlined in this RFQ. The City intends to award the design, landscape architectural, architectural, engineering, and general contracting services for this project as a single Master Service Agreement encompassing the following specialty services: distribution system, collection system, and stormwater system replacement and upsizing, resurfacing of the street, installation of sidewalk, and creation of stormwater flood mitigation projects within the project boundary. All work shall comply with the requirements of federal, state, and local laws, professional engineering standards, and other regulations that may apply. As required, certain buildings/areas must meet the Americans with Disabilities Act. State licensure requirements apply.

**4. ESTIMATED PROJECT BUDGET**

The budget for the entire project is \$1,750,000.

**5. PROJECT SCHEDULE:**

Event	Date
RFQ Release – Posted and emailed	March 14, 2023
Optional Site Visits – 2:00PM (RSVP via email to <a href="mailto:kmanning@wilsonnc.org">kmanning@wilsonnc.org</a> ) Will meet at the entrance of the downtown parking deck off of Broad Street.	March 27, 2023 @ 2PM. 206 Broad Street (Parking Deck Downtown behind the YMCA)
Qualifications Submittals Due	2 PM (EST) April 19, 2023
Notice of Award	TBD

## 6. SCOPE OF WORK

The proposed scope of services includes but is not limited to:

**6.1 Project Description & Criteria:** The specific scope of work for the selected Design-Build Team for the project will be defined in the Design-Build agreement. However, at a minimum the following services will be required of the Design-Build Team.

### Turn-Key Services

1. Staff reserves the flexibility to select contractor(s) or subcontractor(s) through the initial RFQ process or a subsequent RFQ process. After contract award, the design-builder can only substitute key personnel (the contractors, subcontractors, and design professionals identified in the design-builder's response to the RFQ) after obtaining written approval from the City.
2. Project construction –  
Provide construction management and general contracting services.
3. Project administration
  - a. Site supervision
  - b. Liaison to architect, engineering, general contractor, and specialized contractors
  - c. Interface with partners (NCDOT, NCDEQ, etc.)

**6.2 Scope of Services:** The Scope of Services shall be comprehensive including programming, schematic design, design development, cost estimates, development of construction documents and general contracting services. Selected firm(s) will coordinate meeting(s) with City staff to gain insight on project needs and changes during the design and construction process.

As a part of the assigned scope, the Design-Build Team is expected to:

- Develop a schematic engineered plan for the Kenan Kenan-Jackson Infrastructure Replacement and Flood Mitigation Project. Periodic updates to City staff will be required.
- Develop a complete project cost estimate to include all required services, costs, and contingencies.
- Complete the plan and development drawings and specifications for the project that meet all local code requirements. Plans must be sealed by a design professional licensed in the State of North Carolina.
- Provide a total project phasing plan for consideration.
- Provide construction management and general contracting services.

## 7. CONTENTS OF QUALIFICATIONS

Please include the following in your proposal (Page Limit 20 Pages):

1. Cover letter.
2. Name of legal entity to enter into design-build contract with the City and location of company headquarters, local office location, type of business (sole proprietorship, partnership, corporation, etc.), state of incorporation or organization and Federal Employer Identification Number, and name, title, and contact information of primary contact person for submittal.
3. Year in which the firm was established and any former names under which the firm operated.

4. Organizational chart including name and office location of all personnel who will be assigned to this project, including general contractor, consultants, or subcontractors. Pursuant to N.C.G.S. §143-64.31 and 143-128.1A, provide project team description (with resumes and detailed background information) to include the General Contractor for the Design-Build Team, emphasizing experience and capabilities of key personnel and clearly delineating roles and responsibilities of various team members. List any professional registrations and certifications (with applicable states), each team member's years of service with the team, and role in past projects.
5. Proposed project team's experience, capabilities, and unique qualifications in the areas outlined in this RFQ.
6. Track record of bringing projects in on time and within budget.
7. Describe the firm's approach to and method of cost control and project scheduling.
  - Current workload and percentage of availability
  - Quality control and assurance process
8. List of previous projects performed by firm and any contractors or subcontractors for projects similar in size or type to the Kenan-Jackson Infrastructure Project. Include a brief description of each project, with the date's services were performed, owner's contact information (name, phone number, email address and physical address), total project dollar value, and total time period involved.

Also list any Errors and Omissions on each project in dollars and total construction cost percentage. If key personnel's involvement was with another firm, list that firm.
9. Conceptual and technical project approach and work methodology, expanding or revising the scope of services provided if necessary. Any deviations from the scope shall be clearly designated in the proposal. Include and describe all necessary sub-consultant services. Include discussion of plan for possible public involvement and engagement.
10. Proposed schedule for completing the work.
11. Firm's proximity to and familiarity with the area where the projects are located.
12. Litigation history: listing of any pending or settled lawsuits or professional liability claims in which the firm was involved during the past ten (10) years. Please explain each occurrence and the circumstances with the outcome.
13. State any conflicts of interest any Design-Build team member may have with the City.
14. Additional information the respondent believes to be relevant to the selection efforts.
15. Contractors subject to this RFQ, as a preference, should have an NC Contractor's license with a minimum of 5 years in business.

## **8. SELECTION PROCESS**

Selection of the landscape architectural, engineering, design consultant and general contracting services will be based on the proposal contents, prior experience, and specific experience and capabilities of the designated Design-Builders Team. The team, and in particular the project manager, must be fully capable in all areas outlined under the scope of work above. Key personnel shall have the professional license(s) issued by the State of North Carolina as required for these services. Based upon this information, City staff will recommend a firm to the City Council for award of contract. The selected firm must be able to begin work immediately upon award of contract, must attend and/or make proposals to staff and must be able to maintain the required level of effort to meet the project schedule. A Selection Committee will evaluate the information submitted. Please do not contact any other City staff member other than the designated contact person, Kyle Manning, ([kmanning@wilsonnc.org](mailto:kmanning@wilsonnc.org)) regarding the project contemplated under this RFQ while this RFQ is open,

and a selection has not been finalized.

Any attempt to do so may result in disqualification of the firm's submittal from consideration.

## 9. QUALIFICATIONS PACKAGE EVALUATION CRITERIA

Qualifications Packages will be evaluated on the firms' ability to meet the requirements of this RFQ. Some specific weighted evaluation criteria, will include:

	<b>Evaluation Criteria</b>	<b>Points</b>
1.	<b>Design-Build Team: Evaluation of Design Professionals</b> <ul style="list-style-type: none"> <li>▪ Arch/Eng/Landscape Arch experience with Design-Build Process.</li> <li>▪ Arch/Eng/Landscape Arch experience with Team's GC.</li> <li>▪ Arch/Eng/Landscape Arch firm's litigation and/or arbitration records.</li> <li>▪ Arch/Eng/Landscape Arch firm's reputation, references, and referrals.</li> <li>▪ Arch/Eng/Landscape Arch firm's creativity and imagination in siting park structures utilizing an overall cohesive park design in harmony with surrounding terrain.</li> <li>▪ Specialty Design Contractor(s)' experience with successfully constructed Parks/campgrounds of comparable size, variety of activities, amenities, and facilities.</li> </ul>	35
2.	<b>Design-Build Team: Evaluation of lead Design-Builder and Design Builder's General Contractor/Builder (If different)</b> <ul style="list-style-type: none"> <li>▪ GC experience with Design-Build Process.</li> <li>▪ GC experience with successfully constructed Parks/Campgrounds of comparable size, variety of activities, amenities, and facilities.</li> </ul>	25
	<ul style="list-style-type: none"> <li>▪ GC track record of "on-time and on-budget" projects.</li> <li>▪ GC litigation, legal action, and safety records.</li> <li>▪ GC reputation, references, and referrals</li> </ul>	
3.	Disciplines, qualifications, certifications, and demonstrated abilities of all team members.	20
4.	<b>Introduction: Company Information</b> <ul style="list-style-type: none"> <li>▪ Firm's name and business address, including telephone, email address, website address.</li> <li>▪ The type of firm (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.</li> <li>▪ Year established. Include former firm/company name(s) and year(s) established, if applicable.</li> <li>▪ The name, title, address, and telephone number of the firm's authorized negotiator. The person identified must be empowered to make binding commitments for the firm.</li> <li>▪ Letter of Interest</li> </ul>	5
5.	Experience with State, Municipal, or County facility projects. Public involvement experience.	15
	<b>Total</b>	<b>100</b>



## **10. SUBMITTAL REQUIREMENTS**

If your firm would like to be considered for providing the required services for the City, please submit four (4) hard copies, marked "RFQ# 2023-12" and one electronic. Electronic submittal should be emailed to: [kmanning@wilsonnc.org](mailto:kmanning@wilsonnc.org). Submittals will be received no later than **2:00 PM EST, on April 19, 2023**, at the City of Wilson, 1800 Herring Avenue E., Wilson, NC 27894. Both the electronic copy and hard copies must be received by the deadline or the submission may be considered incomplete.

Each firm is solely responsible for the timely delivery of its Proposal. No Proposals or Qualifications Packages will be accepted after the deadline. Firms accept all risks of late delivery of Qualifications regardless of fault.

Please direct all questions and requests for information by email to Kyle Manning at [kmanning@wilsonnc.org](mailto:kmanning@wilsonnc.org). All questions shall be submitted 8 days prior to the submission date. The question deadline will allow an addendum to be issued to clarify the project, if necessary.

Any clarification or revisions to this Proposal will be made only by an addendum which will be emailed to firms directly. It is the Proposer's responsibility to monitor emails for addendums.

The Package should consist of a cover Letter of Interest and the information described below. Due to demands on the time of the Selection Committee members, please limit your submittal to twenty (20) pages, 8.5" x 11" format. Front and back copying is acceptable, but each side counts as a page. Cover letters of interest, table of contents, tabs or dividers are not included in the page count. Longer submissions may be removed from consideration. The cover Letter of Interest must identify a contact person for questions during the Proposal process and provide contact information including telephone number, fax, email, and postal address.

### ***Clarification of Submittal***

The City reserves the right to obtain clarification of any item in a teams' proposal or to obtain additional information.

### ***Conditions and Reservations***

The City expects to select and contract with one (1) lead Design-Build team, but reserves the right to request substitutions of consultants, contractors, or subcontractors. The City reserves the right to reject any or all responses to the RFQ, to advertise or solicit for new RFQ responses, or to accept any RFQ response deemed to be in the best interest of the City. The City reserves the right to waive technicalities and informalities.

A response to this RFQ should not be construed as a contract, nor indicate a commitment of any kind. The RFQ does not commit the City to pay for costs incurred in the submission of a response to this RFQ or for any cost incurred prior to the execution of a final contract. No recommendations or conclusions from this RFQ process concerning your firm 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. Neither binding contract, obligation to negotiate, nor any other obligation shall be created on the part of the City unless the City and your firm execute a contract.

END OF REQUEST FOR QUALIFICATIONS – PLEASE READ BELOW AND IF SIGNATURE IS REQUIRED -  
INCLUDE ATTACHMENTS IN YOUR PROPOSALS.

SIGNATURE PAGES WILL NOT COUNT TOWARDS THE PAGE LIMIT.

Remainder of page intentionally left blank

## Attachment 1

### **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.
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

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## Attachment 2

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

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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](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



## EXECUTION OF PROPOSAL

By submitting this proposal, the potential Engineering Firm certifies the following:

- 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.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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