

**REQUEST FOR QUALIFICATIONS FOR
WASTEWATER ENGINEERING SERVICES FOR THE
TOWN OF SPRUCE PINE, NORTH CAROLINA**

Published on: July 14th, 2025

Questions on or before: July 25, 2025

Responses due no later than: 4:00pm - August 1, 2025

SUMMARY

The Town of Spruce Pine ("Town") is seeking requests for qualifications ("RFQs") from qualified engineering firms to provide comprehensive professional services for the following project:

- 1) Design of a New Wastewater Treatment Plant (WWTP) – Plan, design, permit, bid, and provide construction administration for a new WWTP that will replace the destroyed facility (collectively "Project"). Prior to design the Planning phase shall include:
 - a) A technical evaluation of the various alternatives to repair and/or replace the existing Conventional Activated Sludge Plant facility. This "Alternatives Analysis" shall consider and include all cost associated with each proposed alternative including but not limited to: surveying, geotechnical, permitting, considerations for flood mitigation, no-rise compliance, storage systems, infrastructure requirements, solids handling, waste minimization, bar-screens, office buildings, and operational and maintenance (O&M) cost.
 - b) The Alternatives Analysis shall also include evaluations of other technologies and alternative locations to minimize future flood risks. Alternative treatment technologies should include but not be limited to: Membrane, SBR, MBBR, etc.
 - c) The Alternatives Analysis shall include a cost analysis that compares all recommended options, the cost of each option – both up-front and long-term O&M cost, and any mitigated factors for consideration such as the technical advantages apparent in modern day waste-water treatment systems.
 - d) The Alternatives Analysis shall also include an analysis of the feasibility and scope of a repair and rehabilitation of the existing facility as required by a FEMA 50 percent rule evaluation. Due to the extensive damage and design flood requirements, it is expected that the facility cannot be rehabilitated in its current location, but a detailed analysis is still required.

The selected firm will assist the Town with preliminary engineering, environmental reviews, funding coordination, cost estimating, value engineering, permitting, bidding, and construction administration for the Project.

BACKGROUND

The Town is seeking to address damages to its utility infrastructure resulting from tropical storm Helene. The Town desires to procure engineering services for the Project. Services should provide, without limitation, alternative analysis, project cost estimation, preliminary engineering report, surveying, evaluation and inspection, project scoping, engineering and design, value engineering, bidding, and

construction administration and supervision, to accomplish the Project. Firms should document in their response experience with similar completed projects

PROSPECTIVE FIRMS

Firms must demonstrate extensive experience in wastewater engineering, design, infrastructure planning, cost estimation, permitting, North Carolina and Federal regulatory compliance, and construction administration and management.

At a minimum, any firm wishing to be considered shall be registered with the Office of the Secretary of State and licensed with the North Carolina Board of Examiners for Engineers and Surveyors ("Board"). Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly licensed with the Board. The engineers performing the work and in responsible charge of the work must be licensed professional engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a proposal. The bidding firm must demonstrate a minimum of 15 years in Municipal Waste-water design and engineering, with a minimum of 5 project demonstrations that are active for review and referral.

INSURANCE AND INDEMNITY

The selected firm shall purchase and maintain and shall cause each of its sub-consultants/engineers/designers to purchase and maintain during the term the contract, and for a period of three (3) years after termination of the contract, the following insurance policies with the limits set forth herein: Workers Compensation; Commercial General Liability; Automobile Liability; and Professional Liability Insurance.

All insurance companies must be authorized to do business in North Carolina. The minimum insurance ratings for any company insuring the select firm shall be AM Best "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the Town's Finance Officer. Should the ratings of any insurance carrier insuring the selected firm fall below the minimum rating, the Town may, at its option, require the selected firm to purchase insurance from a company whose rating meets the minimum standard. Proof of rating shall be provided to the Town upon execution of any contract on the latest approved North Carolina Department of Insurance Acord Form 25. The certificates shall certify that the insurance policies carried by selected firm were in force before the Project commenced and certifying that these policies will not be canceled during the contract other than by an endorsement added to the policies and certificates reading substantially as follows: "The policies herein referred to are not cancelable or subject to reduction of coverage by the Insurer unless the Town has received thirty (30) days written notice via registered or certified letter." Certificates of Insurance containing disclaimers holding the insurer harmless for failure to notify Town of the select firm's policy cancellations will not be acceptable and should be modified to delete such disclaimers from the Insurance Certificate forms.

Limits of Coverage

Minimum limits of insurance coverage shall be as follows:

- a. Worker's Compensation – as required by North Carolina statutes.

- b. Commercial General Liability – Bodily injury and property damage liability as will protect the Town from claims of bodily injury or property damages which may arise from the operations of the contract. The amounts of such insurance shall not be less than \$1,000,000.00 bodily injury and property damage – combined single limit per occurrence and \$2,000,000.00 aggregate. This insurance shall include coverage for products/completed operations, personal injury liability and contractual liability.
- c. Automobile Liability – Automobile bodily injury and property damage liability insurance when the services to be performed require the use of motor vehicles. Auto liability limits shall not be less than \$1,000,000.00 combined per accident.
- d. Professional Liability – (errors and omissions) with minimum limits of \$2,000,000.00 per claim.

All insurance policies (with the exception of Worker's Compensation and Professional Liability) shall name the Town as an additional insured party for the insurance.

Indemnity

The selected firm agrees to indemnify, defend, and hold harmless the Town, its elected officials, officers, agents, and employees from and against all loss, cost, damages, liability, claims or expense, including attorney's fees, for bodily injury (including death) or property damage to any person or persons to the extent caused by the negligence of the selected firm or any person or entity for whose acts or omissions the contracted firm is legally liable. It is the intent of this provision to require the selected firm to indemnify the Town to the fullest extent permitted under North Carolina law. This indemnity shall survive the termination of the contract.

INFORMATION

The Town desires to contract with one single vendor for all services associated with the specific scope of work outlined below. This Project will use funding subject to Federal Uniform Guidance¹. The Town expects the selected CONSULTANT to have knowledge and experience working on projects subject to Federal Uniform Guidance, and to conduct its work in accordance with Uniform Guidance standards.

¹ These rules are codified in **2 CFR Part 200**, also known as the **Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** (commonly just "Uniform Guidance"). Anticipated funding may include funding from FEMA Public Assistance, FEMA Hazard Grant Mitigation Program, EPA Clean Water State Revolving Loan Funding.

SCOPE OF WORK

The Town is seeking the services of qualified firms with extensive knowledge and background² in the field of engineering with particular emphasis on wastewater treatment systems and facilities.

The anticipated tasks include, but are not limited to:

1. Preliminary Engineering & Alternatives Analysis

- Flow/load projections; regulatory coordination.
- Concept layout, site selection, and site planning for existing site and alternate sites.
- Evaluation of feasible technologies (e.g. Membrane Bioreactor (MBR), Sequencing Batch Reactor (SBR), Integrated Fixed-Film Activated Sludge (IFAS), etc.) with life-cycle cost comparison, feasibility, and resilience considerations, that are compared to the existing Conventional Activated Sludge System

2. Final Design & Permitting

- Detailed process, structural, site, electrical, and I&C design; preparation of all permit applications.

3. Funding & Grant Assistance

- Provide documentation to support Town's grant funding including but not limited to, FEMA Public Assistance, FEMA Hazard Mitigation Grant Programs, EPA, and SRF.

REQUIREMENTS FOR SUBMISSION AND FORMAT

The following guidelines must be followed in the preparation and submittal of the firm's written statement of qualifications. Complete responses to each of the following categories are required. All submittals must contain the following information and follow the prescribed format. Failure to comply with the requirements of the RFQ may result in rejection of the submission.

RFQ submissions must include at a minimum:

1. Firm Overview³: History, background and geographical location of professional engineering firm including firm's legal name, address, email, and telephone number.
2. Firm Capacity and Capability⁴: capacity and capability of the firm to perform the work in question, including specialized services, the past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules; description of firm's current work activities.
3. Technical Approach: The proposed approach in which the professional engineering firm will carry out a typical project. While the approach may include generic and customary elements, the

² While it is not required that a firm be experienced in all areas, a successful firm may need access to this expertise through sub-contracting or other arrangements as approved by the Town. If subcontractors are anticipated they shall be identified specifically in the proposal and their credentials separately specified.

³ Include subcontractors separately in this section.

⁴ Include subcontractors separately in this section.

technical approach should demonstrate the Firm's understanding of the specific project, the requirements of the capital stack, the regulatory considerations, etc.

4. Project Team: Qualifications of personnel as well as specific abilities of identified team members. The design lead shall be specifically identified and dedicated to the project.
5. Key Principal: who will be responsible for the total project. This person is typically senior to the design lead and has specific authority to bind the firm.
6. Experience and References: This section should present the specialized experience and technical competence of the staff to be assigned to the project with respect to improvements or related work, description of firm's prior experience, demonstrating a minimum of 15 years of municipal waste-water system design and implementation, including any similar projects, size of community, location, total cost, and names of local officials knowledgeable regarding the firm's performance on related work. Include at least five (5) active project references for similar projects with public entities completed within the past five years.
7. The proposed work plan and schedule for activities to be performed.
8. Acknowledgment of Federal Provisions: Selected firm must comply with the federal contract provisions attached hereto as **Exhibit A**.
9. Certification Form; Non-Collusion Affidavit; and E-Verify Affidavit. All responses must include the following documents, and where required, notarized: (i) **Exhibit B** – Certification Form; (ii) **Exhibit C** - Non-Collusion Affidavit; and (iii) **Exhibit D** – E-Verify Affidavit.

CONSULTANTS must submit three hard copies of qualifications and one digital copy to:

Daniel Stines, Town Manager, Spruce Pine Town Hall, 11050 S. 226 Hwy, Spruce Pine, NC 28777.

Qualifications must be received, either via mail or in person, by 4:00 o'clock p.m., on **August 1, 2025** at Spruce Pine Town Hall, 11050 S.226 Hwy, Spruce Pine, NC 28777. Late responses, regardless of delivery means, will not be accepted.

Qualification packages may be hand-delivered or mailed. If the submittal is sent by mail or commercial express, the firm shall be responsible for actual delivery of the qualification package to Town Hall before the deadline. All submittals become property of the Town. Qualification packages will not be accepted via fax machine or internet e-mail.

Label the outside of submitted qualifications packages with **RFQ TOWN OF SPRUCE PINE and proposal subject: "Engineer Design Services – WWTP."**

Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm to ensure that their proposal is received by the Town before the deadline indicated above. There is nothing in this RFQ that precludes the Town from requesting additional information from firms at any time during the qualification process.

Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. On the contrary, all responsible firms/individuals are encouraged to submit responses. The Town

reserves the right to waive any informalities, to reject any and/or all proposals, and to accept any proposal which in its opinion may be in the best interest of the Town.

SELECTION PROCESS

The firm selection process shall be as follows:

The Town Selection Committee ("Committee") of three (3) individuals, including the Town Manager, Finance Manager and Public Works Director, will evaluate responses to the RFQs and determine the most qualified CONSULTANT. A Request for Qualifications Package will be sent to firms identified by the Town who have previously expressed interest in being considered for providing engineering services in line with the above specified scope of work, and to other qualified firms identified by the Town, specifically including outreach to minority owned, veteran owned, and historically underutilized businesses. The RFQ will be available for review on the Town's website and will be sent to others upon request. Upon receipt of the packages from prospective firms, the Committee members will review and select for further consideration those firms that appear to be most favorable to provide services to the Town.

The Committee shall evaluate the responses to the RFQs using the Evaluation Criteria noted herein. The Committee shall select the top three (3) firms and present those to the Town Council for its selection. In a public meeting, the Town Council shall review the Committee's recommendation and shall rank the firms in order and authorize the Town Manager to begin contract negotiations with the first-ranked firm. If contract negotiations are not successful with the first-ranked firm, the Town Manager shall move to the second-ranked firm and, if not successful, then the third-ranked firm.

After successful negotiations of specific contract terms, conditions, fees, etc., with the selected firm, the proposed contracts will be forwarded to the Town Council for its vote and approval.

EVALUATION CRITERIA

The following criteria will be the basis on which CONSULTANTS will be selected for further consideration:

	WEIGHT		RATING		TOTAL
Evaluation Factors		X	Score 1 - 5	=	SCORE
Firm's ability to do the proposed work	10				
Specialized experience with similar/related projects	25				
Competence of design lead	30				
Competence of other proposed personnel	20				
Capability of meeting time and projected budget requirements	10				

Past experience with bidding and construction administration in similar funding	4				
Veteran, Minority or Women-Owned/ HUB	1				
	100		TOTAL SCORE		

QUESTIONS

Any questions regarding the RFQ should be directed to **Daniel Stines, daniel.stines@sprucepine-nc.gov, Town of Spruce Pine Manager, Spruce Pine Town Hall, 11050 S. 226 Hwy, Spruce Pine, NC 28777.**

Questions may be submitted on or before July 25, 2025.

GENERAL REQUIREMENTS, COMMENTS & DISCLOSURES

1. This solicitation is for services that will be funded by appropriations subject to federal procurement requirements and reporting and therefore all contracted CONSULTANT and SUBCONSULTANTS must be eligible to receive federal funds as provided by 2 CFR 200, including, without limitation, the requirements of: 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis- Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); Record Retention Requirements (2 CFR § 200.324); prohibition on Covered Telecommunications or Services and Domestic Preferences contract language.
2. All CONSULTANT and their key staff and employees are expected to provide a statement of conflict of interest if any conflict they may have regarding the project set forth hereinabove, and a plan for mitigating the conflict(s). Note that the Town may, in its sole discretion, determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.
3. Any CONSULTANT and its principals and key personnel and employees may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). CONSULTANT must include verification that the CONSULTANT and SUBCONSULTANTS, as well as principals and key personnel, are not listed (are not debarred) through the System for Award Management (www.SAM.gov).
4. Small and minority businesses, Pursuant to 2 C.F.R. 200-321, when possible, the TOWN and CONSULTANT (recipient or subrecipient) should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered as set forth below. Such consideration means:
 - a. These business types are included on solicitation lists;
 - b. These business types are solicited whenever they are deemed eligible as potential sources;

- c. Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
 - d. Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
 - e. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring a contractor under a Federal award to apply this section to subcontracts.
- 5. Any CONSULTANT selected under this RFQ will not discriminate against any employee or applicant for employment, because of race, color, religion, sex, creed, disability, or national origin. Any CONSULTANT will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their age, race, color, religion, sex, creed, disability, or national origin.
- 6. This RFQ is a request for the submission of qualifications and is not itself an offer, nor should it be construed as an offer.
- 7. The Town expressly reserves the right to modify, reschedule, or cancel this request at any time, whether before or after any proposals have been submitted or received.
- 8. The Town reserves the right to reject and not consider any or all responses in its sole discretion. The Town reserves the right not to award a contract pursuant to the RFQ.
- 9. The Town reserves the right to reject any or all companies, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed to be in its best interest.
- 10. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, the Town may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
- 11. In no event shall any obligations of any kind be enforceable against the Town unless and until a written agreement is entered into.
- 12. The CONSULTANT agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of proposals submitted hereunder or for any costs or expenses incurred during negotiations.
- 13. By submitting a response to this request, the CONSULTANT waives all rights to protest or seek any remedies whatsoever regarding any aspect of this request, the selection of another CONSULTANT with whom to negotiate, the rejection of any or all offers to negotiate, or a decision to terminate negotiations.
- 14. All items become the property of the Town upon submission and will not be returned to the CONSULTANT.
- 15. Proposals will be evaluated using the factors listed in this RFQ.
- 16. The Town reserves the right to interview or to choose not to interview CONSULTANTS prior to making a final selection.
- 17. CONSULTANTS are requested to refrain from contact with the Selection Committee members.

18. Non-Discrimination Requirements: the selected firm shall comply with all applicable laws and regulations with respect to employment decisions and non-discrimination requirements, which include but are not limited to the following provisions:
- a. **Federal Nondiscrimination Requirements.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age, disability, genetic information, or status as a protected veteran.
 - b. **Section 503 of the Rehabilitation Act of 1973 (41 CFR § 60-741.5(a)).** The CONSULTANT shall not discriminate on the basis of physical or mental disability and shall ensure equal opportunity for qualified individuals with disabilities.
 - c. **Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) (41 CFR § 60-300.5(a)).** The CONSULTANT shall not discriminate against any employee or applicant because they are a protected veteran.
 - d. **Affirmation of Equal Opportunity.** The CONSULTANT affirms that it does not engage in discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - e. **North Carolina Equal Employment Practices Act (N.C. Gen. Stat. § 143-422.2).** The CONSULTANT shall comply with North Carolina law prohibiting employment discrimination.
 - f. **Subcontracts & Notices.** The CONSULTANT shall include the substance of this clause in all subcontracts and shall post required notices.
 - g. **Remedies for Non-Compliance.** A violation of this provision constitutes a material breach and may result in termination, ineligibility for future contracts, or other remedies.
19. Proprietary Information. Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner.** The Town reserves the right to determine itself whether such labeled information is confidential trade secrets or proprietary information under NC law.
20. The selected firm will be required to enter into a contract for services as required by the Town.
21. TOWN and CONSULTANT shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). Pursuant to 2 CFR § 200.321, small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are encouraged to participate.

EXHIBIT A - FEDERAL PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

The following federal contract provisions apply to any Agreement that results from this RFQ. These provisions are provided for your review in developing a response to this RFQ stage. The firm ultimately selected for award will be required to comply with all provisions, which will be incorporated into the contract. Where "CONSULTANT" is referenced, it shall mean the selected firm (and all subcontractors); where "TOWN" is referenced, it shall mean the Town of Spruce Pine. These provisions flow-down in their entirety to all lower-tier subcontracts.

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1. Termination for Cause and Convenience

- a) **Termination for Cause.** If, through any cause, CONSULTANT shall fail to fulfill in timely and proper manner the obligations under the contract, the TOWN shall have the right to exercise its legal and equitable remedies, including without limitation, the right to seek specific performance of all or any part of the CONSULTANT terminate the Contract. If the TOWN chooses to terminate the contract, the TOWN will give written notice to the CONSULTANT specifying the effective date of the termination. Upon receipt of written notice of termination, the CONSULTANT shall take all actions necessary to effect the termination of the contract on the date specified in the termination notice and to minimize the liability of the CONSULTANT and the Unit to third parties. In the event of termination, any or all finished or unfinished deliverable items under the contract prepared by the CONSULTANT shall, at the option of the Unit become its property, and the CONSULTANT shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, CONSULTANT shall not be relieved of liability to the Unit for damages sustained by the Unit by virtue of any breach of the contract, and the Unit may withhold any payment due to the CONSULTANT for the purpose of set off until such time as the exact amount of damages due to the Unit from such breach can be determined. The Unit reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from the CONSULTANT without expense to the Unit. In the event of breach of the contract by the CONSULTANT, the Unit may procure the goods and services necessary to complete performance hereunder from other sources and hold the CONSULTANT responsible for any excess cost occasioned thereby. In addition, in the event of default by the CONSULTANT under the contract, or upon the CONSULTANT filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONSULTANT, the Unit may immediately cease doing business with the CONSULTANT, immediately terminate the contract for cause.
- b) **Termination for Convenience.** The TOWN may terminate this contract at its sole discretion at any time and for convenience and without cause. Any such termination will be made by giving the CONSULTANT notice in writing and specifying the specific date on which termination is effective. Upon receipt of written notice of termination, the CONSULTANT shall take all actions necessary to effect the termination of the contract on the date specified in the termination notice and to minimize the liability of the CONSULTANT and the TOWN to third parties. In the event of termination for convenience, the CONSULTANT shall perform any services or work that the TOWN designates to be completed prior to the date of termination. The CONSULTANT will be paid for work completed pursuant to the contract prior to contract termination. The amount of such compensation shall be the proportion of work completed and unpaid prior to the effective date of termination in relation to the total compensation provided for in the contract. Consultant may be compensated for substantiated and reasonable cost in winding down the operations of work for Town; however, Consultant shall not be allowed compensation for any loss of potential work with other entities due to this agreement.

2. Equal Employment Opportunity

CONSULTANT shall comply with all applicable laws and regulations with respect to Employment decisions and non-discrimination requirements, which may include the following provisions:

- a) **Federal Nondiscrimination Requirements.** The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age, disability, genetic information, or status as a protected veteran. Employment decisions shall be made without regard to any of these factors.
- b) **Section 503 of the Rehabilitation Act of 1973 (41 CFR § 60-741.5(a)).** The CONSULTANT shall not discriminate on the basis of physical or mental disability in violation of the Rehabilitation Act of 1973, as amended. The Engineer shall comply with the requirements of 41 CFR § 60-741.5(a). These requirements include, but are not limited to, the prohibition of discrimination in employment and the requirement to ensure equal opportunity for qualified individuals with disabilities.
- c) **Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA) (41 CFR § 60-300.5(a)).** The CONSULTANT shall not discriminate against any employee or applicant for employment because they are a protected veteran, as defined by 41 CFR § 60-300.2. The CONSULTANT shall comply with the requirements of 41 CFR § 60-300.5(a), which prohibit discrimination in employment against protected veterans.
- d) The CONSULTANT affirms that it does not engage in discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, and that it will uphold equal opportunity standards in accordance with applicable federal law. This provision supersedes any prior federal contract affirmative action requirements, to the extent applicable.
- e) **North Carolina Equal Employment Practices Act (N.C. Gen. Stat. § 143-422.2).** The CONSULTANT shall comply with North Carolina law prohibiting employment discrimination on the basis of race, religion, color, national origin, age, sex, or disability.
- f) **Subcontracts and Notices.** The CONSULTANT shall ensure that the substance of this clause is included in all subcontracts entered into under this Agreement. The CONSULTANT shall also post in conspicuous places, available to employees and applicants, notices setting forth the provisions of this clause as required by law.

3. Contract Work Hours and Safety Standards Act

Compliance with the Contract Work Hours and Safety Standards Act.

- a) **Overtime requirements.** No CONSULTANT or Subconsultant 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 (a) of this section the CONSULTANT and any Subconsultant or

responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONSULTANT and Subconsultant 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 watchpersons and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$32 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 (a).

c) Withholding for unpaid wages and liquidated damages

(i) Withholding Process. The TOWN may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONSULTANT so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONSULTANT or any Subconsultant for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (a) on this contract, any other federal contract with the same prime CONSULTANT, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime CONSULTANT (as defined in § 5.2). The necessary funds may be withheld from the CONSULTANT under this contract, any other federal contract with the same prime CONSULTANT, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONSULTANT, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONSULTANT liability for which the funds were withheld.

(ii) Subcontracts. The CONSULTANT or Subconsultant must insert in any subcontracts the clauses set forth in paragraphs (b) through (c)(i) of this section and a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime CONSULTANT is responsible for compliance by any Subconsultant or lower tier Subconsultant with the clauses set forth in paragraphs (b) through (c)(i). In the event of any violations of these clauses, the prime CONSULTANT, and any subconsultant(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subconsultants, and associated liquidated damages and may be subject to debarment, as appropriate.

d) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any CONSULTANT of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standard Act (CWHSSA) or its implementing regulations in this part;

- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - (iv) Informing any other person about their rights under CWHSSA or this part.” Further Compliance with the Contract Work Hours and Safety Standards Act
- e) The CONSULTANT or Subconsultant must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watch persons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker’s correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
- f) Records to be maintained under this provision must be made available by the CONSULTANT or Subconsultant for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the CONSULTANT or Subconsultant will permit such representatives to interview workers during working hours on the job.”

4. Clean Air Act and Federal Water Pollution Control Act

Clean Air Act.

The CONSULTANT 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.

The CONSULTANT agrees to report each violation to the (name of recipient or subrecipient entering the contract) and understands and agrees that the (name of the recipient or subrecipient entering the contract) 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.

The CONSULTANT 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

The CONSULTANT 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.

The CONSULTANT agrees to report each violation to the (name of the recipient or subrecipient entering the contract) and understands and agrees that the (name of the recipient or subrecipient entering into the contract) will, in turn, report each violation as required to assure notification to the (name of the pass-through entity, if applicable), Federal

Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

5. Byrd Anti-Lobbying Amendment

CONSULTANTS who apply or bid for an award of more than \$100,000 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 federal agency.

6. Suspension and Debarment

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT’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).

The CONSULTANT must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.

This certification is a material representation of fact relied upon by TOWN. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to TOWN, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 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.

7. Procurement of Recovered Materials

In the performance of this contract, the CONSULTANT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- a) Competitively within a timeframe providing for compliance with the contract performance schedule;
- b) Meeting contract performance requirements; or
- c) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at Comprehensive Procurement Guideline (CPG) Program | US EPA. The CONSULTANT also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

The CONSULTANT should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

8. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
- b) Prohibitions.
 - (i) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (ii) Unless an exception in paragraph (c) of this clause applies, the CONSULTANT and its subconsultants may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - a) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - b) Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - c) Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

- d) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- c) Exceptions.
 - (i) This clause does not prohibit CONSULTANTS from providing—
 - a) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or ii.
 - b) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (ii) By necessary implication and regulation, the prohibitions also do not apply to:
 - a) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - b) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- d) Reporting requirement.
 - (i) In the event the CONSULTANT identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONSULTANT is notified of such by a Subconsultant at any tier or by any other source, the CONSULTANT shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
 - (ii) The CONSULTANT shall report the following information pursuant to paragraph (d)(1) of this clause:
 - a) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - b) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the CONSULTANT shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or

services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- e) Subcontracts. The CONSULTANT shall insert the substance of this clause, including this paragraph (c), in all subcontracts and other contractual instruments.

9. Domestic Preferences for Procurements

The CONSULTANT should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.”

10. Access to Records

The CONSULTANT agrees to provide TOWN, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONSULTANT agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the TOWN and the CONSULTANT acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

11. DHS Seal, Logo, and Flags

CONSULTANT must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

12. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The CONSULTANT will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

13. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the recipient or subrecipient, CONSULTANT, or any other party pertaining to any matter resulting from the contract.

14. Program Fraud and False or Fraudulent Statements or Related Acts

The CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT's actions pertaining to this contract.

15. Socioeconomic Contracting

Pursuant to 2 C.F.R. 200-321, when possible, the CONSULTANT should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered as set forth below. Such consideration means:

- a) These business types are included on solicitation lists;
- b) These business types are solicited whenever they are deemed eligible as potential sources;
- c) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;
- d) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types;
- e) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f) Requiring a contractor under a Federal award to apply this section to subcontracts.

16. Copyright

License and Delivery of Works Subject to Copyright

The CONSULTANT grants to the TOWN, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the CONSULTANT will identify such data and grant to the TOWN or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the CONSULTANT will deliver to the TOWN data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the TOWN.

ATTACHMENT B – CERTIFICATION FORM

I have carefully examined the Request for Qualifications and any other documents accompanying or made a part of this Request for Qualification.

I hereby propose to furnish the professional consultant services for the Town of Spruce Pine in accordance with the instructions, terms, conditions, and requirements incorporated in this Request for Qualification. I certify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

NAME OF FIRM: _____

BY: (printed name): _____

SIGNATURE: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EXHIBIT C – NON-COLLUSION AFFIDAVIT

State of North Carolina
County of Mitchell

_____, being first duly sworn, deposes and says
that:

1. He/She is the _____ (title) of
_____ (firm's name), the
CONSULTANT that has submitted the attached response;
2. He/She is fully informed respecting the preparation and contents of the attached
response and of all pertinent circumstances respecting such response;
3. Such response is genuine and is not a collusive or sham response;
4. Neither the said CONSULTANT nor any of its officers, partners, owners, agents,
representatives employees or parties in interest, including this affiant, has in any way
colluded, conspired, connived or agreed, directly or indirectly, with any other
CONSULTANT, firm or person to submit a collusive or sham response in connection with
the contract for which the attached response has been submitted or to refrain from
responding in connection with such contract, or has in any manner, directly or indirectly
sought by agreement or collusion of communication or conference with any other
CONSULTANT, firm or person to fix the price or prices in the attached response, if
applicable, or of any other CONSULTANT, or to fix any overhead, profit or cost element of
the response price of the response, if applicable, of any other responder or to secure
through collusion, conspiracy, connivance or unlawful agreement any advantage against
the Town of Spruce Pine or any person interested in the proposed contract.

Signature

Title

NOTARIZE

Subscribed and sworn to before me,

This _____ day of _____, 20_____

Notary Public _____

My Commission Expires: _____

EXHIBIT D – E-VERIFY AFFIDAVIT

State of North Carolina

County of Mitchell

NOW COMES Affiant, first being sworn, deposes and says as follows

1. I have submitted a response to an RFQ to enter a contract with the Town of Spruce Pine;

2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

____ After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

____ I employ less than twenty-five (25) employees in the State of North Carolina.

3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

____ After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retains the record of the verification of work authorization while the employee is employed and for one year thereafter; or

____ Employ less than twenty-five (25) employees in the State of North Carolina.

4. Specify subconsultant(s) / subcontractor(s):

This the _____ day of _____, 20_____.

Affiant

NOTARIZE

Subscribed and sworn to before me,

This _____ day of _____, 20_____

Notary Public _____

My Commission Expires: _____