

**REQUEST FOR QUALIFICATIONS (RFQ)
FOR PROFESSIONAL SERVICES**

YADKIN RIVER STREAM BANK RESTORATION

**Services Include:
FEMA HMA - BRIC - NCDPS
GRANT APPLICATION
ENGINEERING SERVICES
GRANT ADMINISTRATION**

RFQ # 2024-01

Proposal Due: July 8, 2024 @ 2:00 p.m. EST



DavidsonWater
INCORPORATED

**DAVIDSON WATER, INC.
7040 Old US Highway 52
Lexington, North Carolina 27295
Phone Number: 336-731-5560
Email Address: dtompson@davidsonwater.com**

GENERAL INSTRUCTION TO BIDDERS

Davidson Water, Inc. (DWI) is seeking to enter into an **engineering services** contract with a State of North Carolina-registered engineer to assist with pre-award grant application and post-award engineering and grant management services for a proposed HMA project if funded by FEMA through NC-DPS. DWI intends to seek funding in support of a FEMA Hazard Mitigation Assistance (HMA) Project to increase resilience due to the impacts of climate change through the Building Resilient Infrastructure and Communities Grant Program (BRIC).

The selected consultant and subconsultants must be eligible to work on projects that receive federal funding and be willing to comply with all applicable federal tracking, reporting, and auditing requirements. The selected consultant must acknowledge receipt of and adherence to the conditions outlined in Attachment B – Required Federal Contract Provisions by completing and returning the forms contained in Attachment C.

Certified Minority Owned Business Enterprises (MBE), Women Owned Business Enterprises (WBE), and Historically Underutilized Businesses (HUB) are encouraged to submit proposals.

The following outlines this Request for Qualifications.

- I. **Background:** DWI's Water Treatment Plant withdraws water from the Yadkin River for treatment and distribution to a population of approximately 160,000. As part of the treatment process, raw water is withdrawn from the river and pumped to three (3) off-stream settling earthen reservoirs having a total capacity of 155 million gallons. These reservoirs are a crucial component in the process to maintain the ability to serve our members with clean drinking water.

These off-stream reservoirs are located immediately adjacent to the Yadkin River. During high flow and flood events of the river, the stream bank has historically experienced damage due to erosion and scour. A recently completed site project provided for the removal of trees and woody vegetation along the bank and grading to flatten the slopes to improve stability, which revealed several areas of seepage through the reservoir embankments. A high-water event in the Fall 2023 lead to an area of bank slide which has been reinforced as an emergency repair. However, concerns remain for long-term stream bank stability and that future high water events could lead to additional streambank erosion and loss creating potential for failure of the reservoir embankments.

DWI is seeking assistance from a qualified consultant to provide assistance in the evaluation and development of a long-term solution that will provide stream bank stability for protection of these critical reservoirs, assist in the application process for a FEMA-BRIC grant, prepare construction plans and project specifications (contingent on a successful grant award) and provide assistance with contract/construction and grant administration services.

- II. **Scope of Work:** The engineering contract will encompass all project-related grant application, management and engineering services to DWI, including but not limited to the following:

Pre-Award:

- Assist with preparation of a Memorandum of Agreement (MOA) between DWI & Davidson County, NC (sub-recipient)
- BRIC Application Development including Scope of Work and schedule
- Preliminary cost estimates
- Provide assistance and recommendations regarding feasibility and effectiveness
- Benefit Cost Analysis (BCA)
- Tables and supporting documentation for applications
- Respond to FEMA/NCDPS requests for information (RFI)

Post-Award

- Preliminary and final design plans and specifications
- Preparation of the bid packet
- Bidding assistance
- Conduct all field testing and inspections (interim and final)
- Provide construction/contract administration services
- Provide grant administration services through project completion
- Other special services as required

- III. **Statement of Qualifications:** DWI is seeking to contract with a competent engineering firm experienced in federally funded projects. Proposals are to be no longer than 25 pages in length, to include all attachments and resumes (*Attachment C forms will not count toward page limit*). Proposal font size shall not be any less than 12 point, with 1-inch margins, except for tables and charts, but such text must be clearly legible. Proposals shall be signed and submitted by an individual who is legally authorized to bind the proposing firm contractually, and include the following:

- A brief history of the firm, including general background, knowledge of and experience working with relevant agencies
- Related experience in successful grant funding pursuits, federally-funded construction projects and of the specific project type referenced in this RFQ.
- A description of work performance and experience with BRIC projects including a list of at least three (3) references from past clients
- Describe the firm's capacity to perform as well as resumes of all employees who will or may be assigned to provide services if your firm is awarded a contract through this solicitation.
- Describe the firm's strategies and methods by which the services are to be provided. Explain how your firm would assist with approach, monitoring, reporting and closeout.
- A statement substantiating the firm's resources of and the ability to carry out the scope of work requested in a timely manner.

- IV. **SELECTION PROCESS:** Contract(s), if any, will be awarded to the responsible Respondent(s) whose qualifications are determined to be the most advantageous to DWI considering the relative importance of evaluation factors included in this request for proposals.

The firm selected, if any, shall be required to assume responsibility for all services offered regardless of whether they are produced "in-house" or performed under a joint venture or sub-contract. The firm selected will be the sole point of contact with regard to this project.

The responses received will be part of the selection process utilized DWI. The preferred firm then will negotiate with DWI on fee and contract conditions. If, in the opinion of DWI, a reasonable fee cannot be achieved with the firm of choice, negotiations will proceed with the second-choice firm until a mutually agreed contract can be negotiated. DWI reserves the right to award contract(s), without a Best and Final Offer (BAFO), and/or DWI reserves the right to not make an award at all.

- V. **Evaluation Criteria:** Proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Qualifications	40
Similar Project Experience	20
Project Methodology	25
Capacity to Perform	15
Total	100

VI. **SUBMITTAL INFORMATION AND REQUIREMENTS**

Please submit two (2) electronic copies, each copy on one flash drive or CD. Each flash drive/CD must contain only one (1) file in PDF format and must match identically. All submitted materials must be clearly marked with **RFQ NO. 2024-01, DAVIDSON WATER, INC. YADKIN RIVER STREAM BANK RESTORATION**, the vendor's name and addressed as shown below before the RFQ opening time of **2:00 PM on Monday, July 8, 2024**.

Delivery Method	Address
US Postal Service	Davidson Water, Inc. Attn: Robert Daniel Thompson PO Box 969 Welcome NC 27374
UPS / FedEx / Hand Delivery	Davidson Water, Inc. Attn: Robert Daniel Thompson 7040 Old US Hwy 52 Lexington, NC 27295

Questions regarding submission of the RFP should be directed in writing by email to Danny Thompson, dtompson@davidsonwater.com before **12:00 p.m. (noon), Tuesday, July 2,**

2024. Emailed requests must include the RFP / RFQ Number in the subject heading of the e-mail. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. However, it shall be the responsibility of each firm, prior to submitting the proposals, determine if addenda were issued and to make such addenda a part of the proposal.

VII. RFQ SCHEDULE

Provided below is the anticipated schedule of events:

Milestone	Date
Advertisement of RFQ	June 10, 2024
Deadline for RFQ Inquiries	Tuesday July 2, 2024, at 12:00 PM
Due Date & Time for Submittal	Monday July 8, 2024, at 2:00 PM
Proposal Evaluation	July 9, 2024 thru July 12, 2024
Contract Award	July 22, 2024
BRIC Competition Opens	September 9, 2024*
Letters of Interest Due	October 4, 2024*
Deadline for Hazard Mitigation Assistance Programs including BRIC and FMA	State Deadline (December 6, 2024)* National Competition Deadline (February 7, 2025)*
Final Design/Construction Documents/Bidding	TBD

**Tentative, pending schedule release in August 2024*

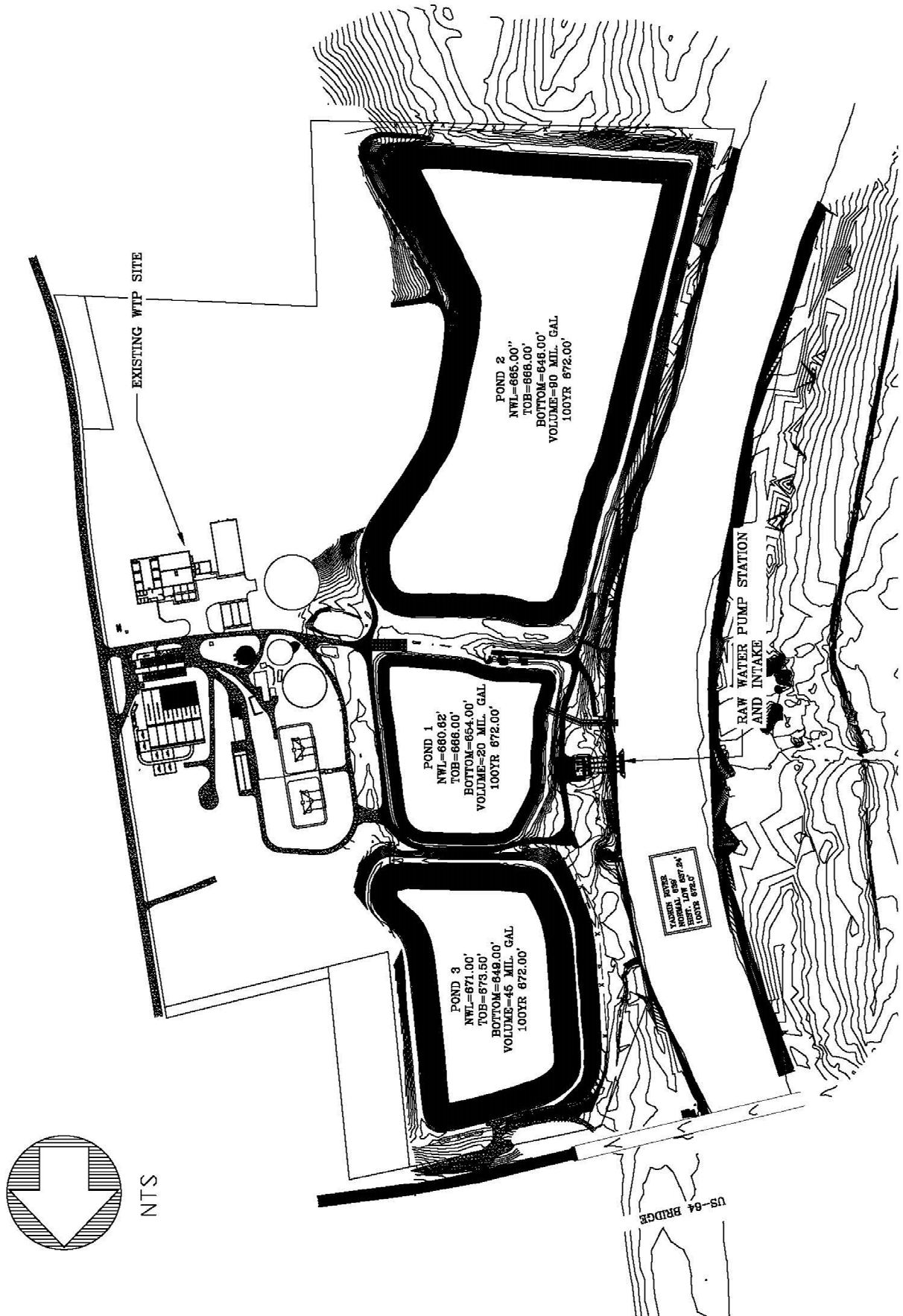
VIII. ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

- A. By submission of your letter of interest and qualification statements in response to this announcement, you are certifying that neither your firm nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this procurement process by any Federal department or agency. Further, if such a debarment or suspension occurs during the course of the procurement, you shall so inform DWI.
- B. Respondents shall not offer any gratuities, favors, or anything of monetary value to any official or employee of DWI for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be grounds for exclusion from the selection process.
- C. Respondents represents and warrants to DWI that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, in any of the documents presented to DWI for consideration in the selection process shall be excluded.
- D. DWI will not be responsible for the costs incurred by anyone in the submittal of responses.

- E. This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ results in a contract offer by DWI, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations.
- F. DWI reserves the sole right to (1) evaluate the responses submitted; (2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals; (4) reject any or all Respondents submitting responses, should it be deemed in DWI's best interest; or (5) cancel the entire process.
- G. Insurance – The Respondent shall have the appropriate insurance policies and limits, as outlined below, and such policies shall be written by an insurer licensed and admitted to do business in the State of North Carolina.
 - (1) Commercial General Liability (CGL) with limits of insurance not less than \$1,000,000.00 each occurrence and \$2,000,000.00 annual aggregate.
 - (a) If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project and location.
 - (b) CGL coverage shall be written on ISO Occurrence Form CG00 01 10/93 or a substitute form providing equivalent coverage and shall cover liability arising from premise and operations, independent contractors, products-completed operations and personal and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - (c) Owner and all other parties required of the Insured Contractor shall be included as additional insureds on the CGL, using ISO Additional Insured Endorsement CG 20 10 11/85 or both CG 20 10 10 01 and CG 20 37 10/01 or an equivalent coverage to the additional insured. This insurance for the additional insured shall be as broad as the coverage provided for the named insured Contractor. It shall apply as primary insurance on a non-contributing basis before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured(s).
 - (d) There shall be no endorsement or modification of the Contractor's CGL policy arising from pollution, explosion, collapse, underground property damage or work performed by Contractor.
 - (e) Contractor shall maintain CGL coverage for itself and all additional insureds for the duration of the project described herein and maintain completed operations coverage for itself and each additional insured for at least 3 years after completion of the work described herein or until the expiration of the applicable Statute of Limitations, whichever is later.

- (2) Business auto liability with limits not less than \$1,000,000.00 each accident, including coverage for liability arising out of the use of all owned, leased, hired and non-owned automobiles.
 - (3) Commercial Umbrella/Excess liability limits of no less than \$1,000,000.00
 - (4) Workers Compensation and Employer's Liability insurance limits of no less than \$500,000.00 each accident for bodily injury by accident and \$500,000.00 each employee for injury by disease.
 - (5) Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of Owner with respect to losses arising out of or in connection with the work described herein.
 - (6) No policy will permit cancellation or modification without thirty (30) days prior written notice of cancellation or modification to Insured Contractor and Owner.
 - (7) A Certificate of Insurance shall be provided to Owner before commencing work. Attached to each certificate of insurance shall be a copy of the Additional Insured Endorsement that is part of the Contractor's CGL policy.
- H. All information submitted in response to this RFQ shall become the property of DWI, and as such may be used by DWI in any manner.
- I. If any Respondent considers any portion of the proposal to be confidential and/or proprietary and that disclosure of its contents to competitors would cause substantial competitive harm, said Respondent must clearly identify those portions of the proposal by putting the term "**CONFIDENTIAL OR PROPRIETARY**" in bold letters on the applicable page(s).
- J. Any response to this RFQ will remain in effect for 120 days after the date of submission.
- K. The Respondent shall not collude in any manner or engage in any practices with any other Respondent(s) which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause DWI to reject the Respondent's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.
- L. DWI is an Equal Opportunity Employer.
- M. DWI intends to enter into a Memorandum of Agreement with Davidson County, NC, who will serve as the Sub-Applicant, through the grant funding application & administration process.

ATTACHMENT 'A'



ATTACHMENT B

Required Federal Contract Provisions

This appendix includes required provisions under Appendix II to Part 200-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

A. CLEAN AIR ACT

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.*

The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

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.

B. FEDERAL WATER POLLUTION ACT

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.*

The contractor agrees to report each violation to the Client and understands and agrees that the Client will, in turn, report each violation as required to assure notification to the North Carolina Department of Public Safety, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. 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.

C. DEBARMENT AND SUSPENSION

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 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).

The contractor 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 into.

This certification is a material representation of fact relied upon by the Client. If it is later determined that the contractor 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 the Client, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The contractor 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 contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

D. BYRD ANTI-LOBBYING AMENDMENT

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

Contractors 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 federally 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 awarding agency.

E. PROCUREMENT OF RECOVERED MATERIALS

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.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. 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 (Interim), as used in this clause—

b. *Prohibitions.*

(1) 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.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) 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;
- (ii) Enter into, 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;
- (iii) Enter into, 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
- (iv) 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.

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) 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.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) 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.*

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

(1) In the event the contractor 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 contractor is notified of such by a subcontractor at any tier or by any other source, the contractor 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.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) 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.

(ii) 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 contractor 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 Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

G. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, 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.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. ACCESS TO RECORDS

The Contractor agrees to provide the Client, the North Carolina Department of Public Safety, Division of Emergency Management, Hazard Mitigation, 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

The Contractor 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 Client and the Contractor 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.

I. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

J. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

K. 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 non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

L. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

M. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

N. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

The Contractor grants to the Client, 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 Contractor will identify such data and grant to the Client or acquires 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 Contractor will deliver to the Client 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 Client.

ATTACHMENT C

Section 1

Notice of Federal Funding**Uniform Guidance procurement policy compliance statement:**

“Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).”

Section 2

Contractors' Conflict of Interest

I hereby certify that the following named Davidson County, NC official(s) and employee(s) having material financial interest(s) (in excess of 10%) in this company have filed Conflict of Interest Statements.

Name Title or Position Date of Filing

Name Title or Position Date of Filing

Signature

Company Name

Name of Official (Type or Print)

Business Address

City State ZIP Code

DUNS # _____

Unique Entity ID # _____

(This number is obtained through (<https://sam.gov/content/home>))

Must be fully executed, signed and returned with proposal.

Section 3.1

State Debarment & Suspension

Provide proof that Contractor has not been suspended or debarred by the state of NC Budget & Management Office: <https://ncadmin.nc.gov/documents/nc-debarred-vendors>

I hereby certify that the following (company name) _____
has not been Debarred or Suspended from participating with Office Of Budget & Management with
NC State Government.

Signature

Name of Official (Type or Print)

Business Address

City

State

ZIP Code

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,

This _____ day of _____, 202__

NOTARY PUBLIC _____

My Commission Expires: _____

Section 3.2

Federal Listing, Debarment & Suspension

The Use of any Contractor that has been declared debarred by the office of Federal Contract Compliance Programs (OFCCP) is prohibited. Further the use of subcontractor(s) that has been declared debarred by OFCCP is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the Contractor to ensure that subcontractor(s) are in good standing with the OFCCP and not on the disbarment list.

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

- (a) are listed (possess a [UEI] unique entity identifier) and in good standing (no exceptions) with www.sam.gov
- (b) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (c) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (d) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (e) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.

 Signature

 Title
 Date _____

NOTARIZE

SUBSCRIBED AND SWORN TO BEFORE ME,
 This ____ day of _____, 20__
 NOTARY PUBLIC _____
 My Commission Expires: _____

Section 4

Local, State & Federal

No Overdue Tax Debts Statement

Certification Statement

We certify that the Company or Individual named below does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, or State. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is punishable as provided by N.C.G.S. 143-34(b).

All Contractors located or owning property in Davidson County shall assure that all real and personal property taxes are paid. The County will verify payment of all real and personal property taxes by the Contractor prior to the award of any Contract or Contract renewal.

Certification and Signatures

We confirm that the foregoing certification is true, accurate, and complete to the best of our knowledge.

Company or Individual Name

Address

Telephone Number

Section 5

**E-Verify Affidavit
to be executed by Contractor and incorporated
by reference within the agreement.**

STATE OF NORTH CAROLINA)

)

AFFIDAVIT

COUNTY OF DAVIDSON)

)

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____, (hereinafter "Contractor") after first being duly sworn hereby swears or affirms as follows:

1. 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 authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Contractor understands that employers must use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. The Contractor certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. The Contractor also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.
4. Contractor is a business entity or other organization that transacts business in this State and that
(does / does not) [Must circle one] employs 25 or more employees in this State.
5. Contractor's subcontractors must comply with E-Verify, and Contractor will ensure compliance with E-Verify by any subcontractors subsequently hired by Contractor.

This the ____ day of _____, 20__

Signature of Affiant**NOTARIZE**

SUBSCRIBED AND SWORN TO BEFORE ME,

This ____ day of _____, 20__

NOTARY PUBLIC _____

My Commission Expires: _____

Section 6

**Anti-Lobbying Declaration
(Byrd Anti-Lobbying)
Certification for Contracts, Grants, Loans and Cooperative Agreements**

[Date]

Ladies and Gentlemen:

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 From to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 such failure.

Applicant, Recipient Company, Exporter, Ancillary Service Provider or Local Cost Provider

Signature of Authorized Representative

Name & Title

Company Address: _____

Section 11

Buy American Provision

Section CFR 635.410 Buy America Requirement, requires all iron, steel and manufactured goods purchased for the incorporated into projects wholly or partially funded by federal funds to have been made in the United States, except where this would be inconsistent with U.S. obligations under international agreements.

§ 635.410 Buy America requirements. (a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of § 635.409(a) of this subpart.

Company Name

Printed Name

Signature

Date

**COUNTY OF DAVIDSON, NC
PROPOSER/VENDOR CERTIFICATION FORMS**

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS
UNDER FEDERAL AWARDS – APPENDIX II TO 2 CFR PART 200**

The following provisions are required and apply when federal funds are expended by Davidson County, NC for any contract resulting from this procurement process.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when federal funds are expended by Davidson County, NC, Davidson County, NC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES _____ *Initials of Authorized Representative of vendor*

(B) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when federal funds are expended by Davidson County, NC, Davidson County, NC reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Davidson County, NC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if Davidson County, NC believes, in its sole discretion that it is in the best interest of Davidson County, NC to do so. The vendor will be compensated for work performed and accepted and goods accepted by Davidson County, NC as of the termination date if the contract is terminated for convenience of Davidson County, NC. Any award under this procurement process is not exclusive and Davidson County, NC reserves the right to purchase goods and services from other vendors when it is in the best interest of Davidson County, NC.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to Federal Rule (C) above, when federal funds are expended by Davidson County, NC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree to abide by the above? YES _____ Initials of Authorized Representative of vendor

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when federal funds are expended by Davidson County, NC, during the term of an award for all contracts and sub-grants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when federal funds are expended by Davidson County, NC, the vendor certifies that during the term of an award for all contracts by Davidson County, NC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does vendor agree? YES _____ Initials of Authorized Representative of vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or

performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Davidson County, NC, the vendor certifies that during the term of an award for all contracts by Davidson County, NC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does vendor agree? YES _____ *Initials of Authorized Representative of vendor*

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub-grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by Davidson County, NC, the vendor certifies that during the term of an award for all contracts by Davidson County, NC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does vendor agree? YES _____ *Initials of Authorized Representative of vendor*

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Davidson County, NC, the vendor certifies that during the term of an award for all contracts by Davidson County, NC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does vendor agree? YES _____ *Initials of Authorized Representative of vendor*

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 must 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 non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Davidson County, NC, the vendor certifies that during the term and after the awarded term of an award for all contracts by Davidson County, NC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Does vendor agree? YES _____ *Initials of Authorized Representative of vendor*

(J) Procurement of recovered materials 200.322 - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Does vendor agree? YES _____ *Initials of Authorized Representative of vendor*

(K) Federal awarding agency or pass-through entity review §200.324 –

- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
 - (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;
 - (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.
- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis;
 - (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

Does vendor agree? YES _____ *Initials of Authorized Representative of vendor*

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS –
2 CFR § 200.333**

When federal funds are expended by Davidson County, NC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does vendor agree? YES _____ *Initials of Authorized Representative of vendor*

**CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUB-GRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$100,000 OF FEDERAL FUNDS**

When federal funds are expended by Davidson County, NC for any contract resulting from this procurement process in excess of \$100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does vendor agree? YES _____ *Initials of Authorized Representative of vendor*

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When federal funds are expended by Davidson County, NC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES _____ *Initials of Authorized Representative of vendor*

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Vendor certifies that vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does vendor agree? YES _____ *Initials of Authorized Representative of vendor*

CERTIFICATION OF NON-COLLUSION STATEMENT

Vendor certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does vendor agree? YES _____ *Initials of Authorized Representative of vendor*

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name/Company Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____

DUNS # _____

Unique Entity ID # _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____