

REQUEST FOR QUALIFICATIONS (RFQ)

Engineering Services for an Emergency Watershed Protection Program (EWPP) Project Chimney Rock Village, North Carolina

1. GENERAL INFORMATION

Issuing Entity: Chimney Rock Village, North Carolina

RFQ Number: CRV-5044EWP

Issue Date: 08/11/2026

Submission Deadline: 08/30/2026, 5:00 PM EST

Questions will be accepted through 08/18/2026, 12:00 PM EST. Questions may be submitted by email to Carlos Arredondo, Program Manager, at carredondo@rostan.com.

Submission Method: Submittals shall be sealed and clearly labeled with the RFQ title, firm name, and date of submission on the outside of the package. Submit by mail to the address below. Submittals must be received by the deadline; postmarks will not be accepted. The Village is not responsible for delays in mail delivery.

Submission Address: 123 East Main St., Forest City, NC 28043

One (1) hard copy and one (1) electronic copy (USB flash drive) of the Statement of Qualifications shall be submitted. The electronic copy shall be in PDF format and identical to the hard copy. The electronic version is required to allow the Village to reproduce additional copies as needed for evaluation.

Procurement Contact: Penny Martinez, Program Director, pmartinez@frcnc.gov.

2. APPLICABLE LAWS AND REQUIREMENTS

The procurement and any resulting contract shall be governed by, and the selected Consultant shall comply with, all applicable federal, state, and local laws, regulations, and requirements, including but not limited to:

- Any applicable federal funding requirements, including but not limited to:
 - 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)
 - Pursuant to 2 CFR § 200.319, geographic preferences shall not be used in the evaluation of qualifications or proposals, except where expressly permitted by federal law. For architectural and engineering services, geographic location may be considered only to the extent allowed under applicable federal regulations and North Carolina law.
- Any applicable federal program requirements, including but not limited to those associated with the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program (EWPP) (7 CFR Part 624), the Federal Emergency Management Agency (FEMA), the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Transportation (DOT), or other funding entities, as applicable
- Applicable state and local laws, including but not limited to:
 - N.C. Gen. Stat. § 143-64.31 et seq. (Selection of Firms for Architectural, Engineering, Surveying, and Construction Management Services — North Carolina's qualifications-based selection statute, commonly known as the “Mini-Brooks Act”)

- N.C. Gen. Stat. Chapter 132 (North Carolina Public Records Act)
- N.C. Gen. Stat. § 143-318.9 et seq. (North Carolina Open Meetings Law)
- N.C. Gen. Stat. § 143-133.3 (E-Verify Requirements for Public Contractors)
- Firms responding to the RFQ must comply with the North Carolina Iran Divestment Act and, if applicable, provide the required certification of eligibility under N.C. Gen. Stat. § 147-86.60 and related provisions.
- Applicable provisions of the Village of Chimney Rock procurement policies
- North Carolina State Building Code, applicable floodplain management ordinances, and all other applicable state and local regulations

This solicitation is being conducted as a qualifications-based selection process in accordance with North Carolina's Mini-Brooks Act, N.C. Gen. Stat. § 143-64.31 et seq., and applicable federal procurement standards for architectural and engineering services under 2 CFR §§ 200.317–200.326. Firms shall be evaluated and ranked solely based on qualifications, experience, project understanding, and demonstrated ability to perform the required services.

Cost or pricing information shall not be submitted with the Statement of Qualifications and will not be considered during the evaluation and ranking process. Following completion of evaluations, the Village will enter into negotiations with the highest-ranked firm to establish fair, competitive, and reasonable compensation for the required services. If negotiations are unsuccessful, the Village reserves the right to formally terminate negotiations and proceed to the next highest-ranked firm in accordance with N.C. Gen. Stat. § 143-64.31 et seq.

3. PURPOSE

The purpose of this Request for Qualifications (RFQ) is to solicit statements of qualifications from experienced and qualified architectural and engineering (A/E) firms to provide comprehensive professional services for the assessment, design, permitting, bidding, and construction phase support of emergency watershed protection measures within Chimney Rock Village, North Carolina, undertaken pursuant to the USDA Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program (EWPP).

The selected Consultant shall provide all necessary professional engineering services to assess the sites designated on the completed Damage Survey Reports (DSR) from NRCS. Including but not limited to damage to stream channels, streambanks, and related infrastructure resulting from flooding and severe storm events (including damage caused by Hurricane Helene); evaluate hydrologic and hydraulic conditions; and develop complete plans, technical specifications, cost estimates, and other construction documents suitable for public bidding, regulatory review, and permitting. Services shall also include support during the bidding and construction phases, including review of contractor submittals, responses to requests for information, and construction observation, as required.

The Village's objective is to relieve imminent threats to life and property caused by floodwater and erosion damage, restore and stabilize damaged waterways, and support the long-term resiliency of the Village's watershed and infrastructure in accordance with NRCS EWPP requirements and applicable state and federal floodplain, water quality, and environmental regulations.

This project is anticipated to be funded in whole through the NRCS Emergency Watershed Protection Program. Respondents shall be familiar with and capable of complying with all applicable requirements associated with such funding sources, including NRCS EWPP program manuals, technical standards, and environmental compliance procedures.

4. CONTRACT STRUCTURE

The Village intends to evaluate, rank, and select one or more qualified engineering firms through this qualifications-based procurement process in accordance with North Carolina's Mini-Brooks Act, N.C. Gen. Stat. § 143-64.31 et seq.

Following the evaluation and ranking process, the Village will enter into negotiations with the highest-ranked firm to establish a Professional Services Agreement (PSA) for services associated with the EWPP project. If the Village is unable to negotiate a satisfactory agreement with the highest-ranked firm, negotiations will be formally terminated and initiated with the next highest-ranked firm in order of ranking.

The Village reserves the right to:

- Negotiate the final scope of services, contract terms, and compensation with the selected firm.
- Require modifications to ensure compliance with:
 - N.C. Gen. Stat. § 143-64.31 et seq. (Mini-Brooks Act)
 - 2 CFR Part 200 and all applicable federal procurement standards (when applicable)
 - Applicable NRCS EWPP, USACE or other federal or state program requirements
 - North Carolina and local laws, regulations, and permitting requirements

Each executed Professional Services Agreement shall incorporate, at a minimum:

- Exhibit A – Scope of Services
- Exhibit B – Federal Contract Provisions and Certifications

Additional exhibits or attachments may be included as necessary to address project-specific, funding-specific, or regulatory requirements.

No work shall commence until the Professional Services Agreement (PSA) has been fully executed by all parties and a written Notice to Proceed (NTP) has been issued by the Village.

5. SCOPE OF SERVICES

The detailed scope of services for this project is set forth in Exhibit A – Scope of Services, which is incorporated herein by reference.

The selected Consultant shall provide all professional services necessary to complete the project in accordance with Exhibit A. Services in accordance with the DSRs may include, but are not limited to:

- Evaluation and assessment of damaged stream channels, streambanks, and related infrastructure
- Hydrologic, hydraulic, geomorphic, and geotechnical engineering and analysis
- Preparation of plans, technical specifications, and construction cost estimates
- Coordination with NRCS, regulatory, and permitting agencies
- Preparation of permit applications and support for regulatory approvals
- Integration and documentation of applicable federal, state, and local funding requirements, including NRCS EWPP program and environmental compliance requirements
- Assistance during procurement, including support for bidding and responses to inquiries
- Construction phase services, including submittal review, responses to requests for information, and construction observation (as applicable)

All services must be performed in accordance with applicable local, state, and federal laws, regulations, codes, and requirements, including all conditions associated with project funding sources.

6. MINIMUM QUALIFICATIONS

Proposing Consultants must demonstrate the following minimum qualifications:

- Current licensure to perform professional engineering services in the State of North Carolina, as applicable to the proposed discipline(s), including registration with the North Carolina Board of Examiners for Engineers and Surveyors
- Active registration in the System for Award Management (SAM.gov), if required at the time of contract award
- Eligibility to contract with public entities, including not being suspended, debarred, or otherwise ineligible to participate in federal or state programs
- Demonstrated experience with stream restoration, streambank stabilization, channel debris removal, or similar emergency watershed protection or flood-recovery projects of similar size, scope, and complexity
- Experience with federally funded projects, preferably those funded by the NRCS Emergency Watershed Protection Program and/or FEMA
- Demonstrated knowledge of:
 - Federal procurement standards and grant compliance requirements
 - Applicable environmental, floodplain, and permitting processes, including USACE Section 404, NCDEQ Section 401 Water Quality Certification, and NRCS Environmental and Historic Preservation (EHP) requirements (as applicable)
- Adequate staff, resources, and organizational capacity to successfully complete the project within required schedules, including the time-sensitive schedules typically associated with NRCS EWPP funding

7. SUBMISSION REQUIREMENTS

Submissions shall be clear, concise, and organized in the order presented below. Respondents are encouraged to provide focused responses relevant to the evaluation criteria.

A. Cover Letter

Provide a cover letter that includes:

- Consultant name, address, and primary point of contact
- Contact information (phone and email)
- Statement of interest in the project
- Identification of the proposed prime Consultant and any key subconsultants

B. Consultant Qualifications

Provide a brief overview of the Consultant, including:

- Organizational structure
- Areas of professional expertise
- Relevant licenses and registrations (North Carolina)

- Years in operation and general experience providing engineering services

C. Relevant Project Experience

Provide descriptions of up to five (5) projects similar in scope, complexity, or funding structure. For each project, include:

- Project name and location
- Client/owner
- Description of services provided
- Relevance to the scope in Exhibit A
- Experience with NRCS EWPP or other federal funding programs (if applicable)
- Project outcomes and completion status

D. Key Personnel

Identify key personnel who will be assigned to this project. For each individual, provide:

- Name, title, and role on the project
- Summary of qualifications and experience
- Relevant project experience
- Professional licenses and certifications

E. Project Understanding and Approach

Provide a narrative summary demonstrating:

- Understanding of the scope outlined in Exhibit A
- Proposed technical and management approach
- Approach to integrating NRCS EWPP and other federal funding compliance requirements
- Identification of any anticipated challenges and proposed solutions

F. Capacity and Availability

Provide information regarding:

- Current workload and availability of key staff
- Ability to meet the anticipated project schedule, including any NRCS EWPP construction deadlines
- Resources available to support timely completion

G. References

Provide a minimum of three (3) client references for similar projects. For each reference, include:

- Client name and organization
- Contact name, phone number, and email
- Brief description of services provided

8. EVALUATION CRITERIA

Submissions will be evaluated based on the following criteria:

Criteria	Points
Relevant Project Experience	20
Qualifications of Key Personnel	20
Understanding of Scope and Approach	20
Experience with NRCS EWPP and Federal Funding Requirements	15
Capacity and Availability	20
References	5
Total	100

9. SELECTION PROCESS

The selection process will proceed as follows:

Milestone	Date	Description
RFQ Issued	08/11/2026	RFQ released to the public
Deadline for Questions	08/18/2026 12:00 PM EST	Last date to submit written questions
Responses to Questions Issued	8/21/2026	Addendum issued, if applicable
Submission Deadline	8/30/2026 5:00 PM EST	Qualifications must be received
Evaluation Period	9/1 – 9/10/2026	Review and scoring of submissions
Optional Interviews (if needed)	9/14 – 9/16/2026	Interviews with shortlisted Consultants
Selection and Notice of Intent to Negotiate	9/21/2026	Identification of highest-ranked Consultant
Contract Negotiation Period	9/28 – 9/30/2026	Negotiation of PSA, scope, and fee
Contract Award	10/1/2026	Execution of Professional Services Agreement

The selection will be conducted using a qualifications-based process in accordance with North Carolina's Mini-Brooks Act, N.C. Gen. Stat. § 143-64.31 et seq., and any applicable federal requirements.

The highest-ranked Consultant will be invited to enter into negotiations with the Village to establish a contract for services. If negotiations are unsuccessful, the Village reserves the right to proceed to the next-ranked Consultant.

All questions regarding this RFQ shall be submitted in writing to the Procurement Contact identified in Section 1. Responses will be issued by written addendum. Only information provided through formal addenda shall be considered binding.

10. CONTRACT NEGOTIATION

Following selection, the Village will enter into negotiations with the highest-ranked Consultant to finalize the scope of services, project schedule, and compensation. Compensation must be fair and reasonable and established in accordance with 2 CFR § 200.324.

If the Village is unable to reach an agreement with the highest-ranked Consultant, it reserves the right to end negotiations and proceed with the next highest-ranked Consultant.

11. FEDERAL REQUIREMENTS

All work performed under any resulting agreement must comply with applicable federal requirements. These requirements are provided in Exhibit B – Federal Contract Provisions and Certifications.

These provisions will be incorporated into the final Professional Services Agreement.

12. AFFIRMATIVE STEPS AND NONDISCRIMINATION

The selected Consultant shall comply with the requirements of 2 CFR § 200.321 and take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such steps shall include, but are not limited to:

- Soliciting such firms whenever they are potential sources
- Dividing work into smaller tasks where economically feasible
- Establishing delivery schedules that encourage participation
- Utilizing applicable business assistance resources
- Requiring subconsultants to take similar affirmative steps

The selected Consultant shall maintain documentation of all affirmative steps taken and shall make such documentation available to the Village upon request.

13. INSURANCE REQUIREMENTS

The selected Consultant shall maintain, at a minimum, the following types of insurance coverage:

Coverage
Commercial General Liability
Automobile Liability
Workers' Compensation
Professional Liability (Errors & Omissions)
Environmental / Pollution Liability (if applicable)
Excess/Umbrella Liability

The selected Consultant shall, prior to execution of the Professional Services Agreement, furnish certificates of insurance evidencing all required coverage. All insurance requirements shall be subject to review and approval by the Village and must be maintained for the duration of the contract.

14. CONFLICT OF INTEREST

Consultants must disclose any actual or potential conflicts of interest, including relationships with Village staff or officials and any financial interests related to the project.

15. DEBARMENT AND SUSPENSION

The selected Consultant must:

- Be registered in SAM.gov
- Not be suspended or debarred from federal contracting

16. GENERAL CONDITIONS

The following additional conditions apply to this solicitation:

A. Right to Reject and Waive

The Village reserves the right to reject any or all submissions, to waive informalities or irregularities in the procurement process, and to accept the submission deemed to be in the best interest of the Village.

B. No Obligation to Award

This RFQ does not commit the Village to award a contract or to pay any costs incurred in the preparation or submission of qualifications.

C. Addenda

The Village reserves the right to modify this RFQ at any time. Any modifications will be issued by written addendum. Respondents are responsible for acknowledging receipt of all addenda and incorporating such information into their submissions.

D. Submission Responsibility

It is the responsibility of each respondent to ensure that its submission is complete and received by the deadline specified in this RFQ. Late submissions may be rejected.

E. Ownership of Submissions

All materials submitted in response to this RFQ shall become the property of the Village and may be subject to the North Carolina Public Records Act, N.C. Gen. Stat. Chapter 132, as applicable.

F. Negotiation of Terms

The Village reserves the right to negotiate all terms and conditions of the Professional Services Agreement, including modifications to any agreement submitted by the selected Consultant, to ensure compliance with applicable laws, regulations, and funding requirements.

G. Compliance with Applicable Laws

Respondents shall comply with all applicable federal, state, and local laws, regulations, and requirements in the preparation and submission of qualifications and in the performance of any resulting agreement.

EXHIBIT A – SCOPE OF SERVICES

PROJECT OVERVIEW

The Consultant shall provide professional engineering and related services per the DSRs necessary to assess, size, design, permit, bid, and provide construction phase support for emergency watershed protection measures within the Village of Chimney Rock, North Carolina, addressing damage to stream channels, streambanks, and related infrastructure caused by flooding and severe storm events, including damage from Hurricane Helene.

The Consultant shall support all applicable NRCS Environmental and Historic Preservation (EHP) requirements, including NEPA review, floodplain management, Section 106 historic preservation coordination, and threatened and endangered species coordination, as required for NRCS EWPP funding eligibility.

Services shall be performed on an as-needed, task-order basis, as authorized by the Village. No minimum amount of work is guaranteed.

Phase 1 – Project Initiation & Management

- Coordinate with NRCS, Village staff, Rutherford County, and other project stakeholders.
- Conduct project kickoff, progress, and coordination meetings.
- Develop and maintain project schedules and deliverables, accounting for NRCS EWPP program deadlines.
- Provide project management and QA/QC services.
- Coordinate with utility providers, permitting agencies, and regulatory authorities.
- Prepare project status reports and documentation.

Phase 2 – Existing Conditions & Assessment

- Conduct site visits per DSRs and field investigations of damaged stream reaches, streambanks, and channels.
- Survey and document debris accumulation, channel migration, scour, and bank failures.
- Evaluate damage to related infrastructure, including bridges, culverts, utility crossings, and access roads.
- Review FEMA Flood Insurance Rate Maps (FIRMs) and available floodplain data.
- Assess threats to life, property, and public infrastructure resulting from continued erosion or flooding.
- Identify deficiencies, resiliency improvements, operational concerns, and code compliance issues.

Phase 3 – Analysis & Alternatives

- Perform hydrologic and hydraulic (H&H) modeling of affected stream reaches.
- Conduct geomorphic assessment and sediment transport analysis.
- Evaluate streambank stabilization, channel restoration, and debris removal alternatives, including bioengineering and structural approaches.
- Evaluate alternatives for eligibility under NRCS EWPP technical standards and program requirements.
- Compare alternatives for constructability, environmental impact, and long-term resiliency.
- Perform lifecycle cost analyses and prepare recommendations.

Phase 4 – Design (30/60/90/100%)

- Perform civil, geotechnical, structural, and hydraulic design services.

- Prepare 30%, 60%, and 90% design submittals for Village and NRCS review.
- Incorporate review comments and prepare final design documents.
- Prepare permit-ready and bid-ready construction documents.
- Prepare signed and sealed plans, specifications, schedules, calculations, and engineer's opinions of probable construction cost.

Phase 5 – Permitting & Environmental Compliance

- Identify required permits and regulatory approvals, including U.S. Army Corps of Engineers (USACE) Section 404 permits, NCDEQ Section 401 Water Quality Certification, and local floodplain development permits.
- Prepare permit application packages and supporting documentation.
- Coordinate with NRCS, USACE, NCDEQ, and other permitting agencies as applicable.
- Support NRCS EHP review, NEPA documentation, and Section 106 and threatened/endangered species coordination.
- Respond to agency review comments and support environmental compliance.

Phase 6 – Bidding & Procurement Support

- Prepare engineer's cost estimates.
- Prepare bid packages and procurement documentation.
- Respond to bidder questions and requests for information.
- Prepare addenda and bid clarification documents.
- Assist with bid evaluations and contractor selection.

Phase 7 – Construction Administration

- Review contractor submittals, RFIs, and shop drawings.
- Conduct site observations and progress inspections, including erosion and sediment control inspections.
- Review pay applications and change order requests.
- Monitor construction progress and provide technical support.
- Assist with punch list development and project closeout.

Phase 8 – Commissioning & Closeout

- Perform final inspection of completed stabilization and restoration measures.
- Review as-built survey data and record drawings.
- Prepare closeout documentation to support NRCS EWPP and, if applicable, FEMA closeout requirements.
- Assist with final acceptance and project closeout.

Deliverables

Deliverables may vary by task order but are expected to include, as applicable:

- Existing Conditions and Geomorphic/Streambank Assessment Reports
- Hydrologic and Hydraulic Modeling and Sediment Transport Analysis (signed and sealed)

- Alternatives Analysis and Lifecycle Cost Reports
- Preliminary Engineering Reports and technical memoranda
- 30%, 60%, 90%, and final design submittals
- Signed and sealed construction drawings and specifications
- Engineer's Opinions of Probable Construction Cost
- Permit application packages and agency responses (USACE, NCDEQ, floodplain administrator)
- NRCS EWPP program documentation and EHP compliance records
- Bid-ready procurement documents
- Construction administration documentation and site observation reports
- As-built/record drawing review memoranda
- Project schedules and progress reports

Schedule

Services shall be performed on an as-needed, task-order basis in accordance with schedules established by the Village. Task order schedules shall be coordinated with NRCS EWPP funding timelines and program deadlines, procurement requirements, operational priorities, and construction timelines. Respondents should note that NRCS EWPP funding is subject to program-specific timeframes for completion of emergency measures, and the selected Consultant must be capable of meeting an expedited schedule.

Standards and Coordination

- Services shall be performed under the supervision of a licensed Professional Engineer registered in the State of North Carolina.
- Services shall comply with applicable federal, state, and local laws, regulations, and codes, including NRCS EWPP technical standards and specifications.
- Services shall follow accepted engineering practices and QA/QC procedures.
- Services shall be coordinated with NRCS, Village staff, Rutherford County, stakeholders, utility providers, and regulatory agencies.
- Services shall support long-term resiliency, operational reliability, and continuity of operations for the Village's watershed and infrastructure.

Attachment 1 - Federal Contract Provisions

Exhibit A

Required Clauses - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200

Throughout the performance of any work under this Agreement, the Contractor agrees to abide by the following clauses and requirements. These provisions apply to the extent required by the Federal award, 2 CFR Part 200, the Federal awarding agency, any pass-through entity, and all applicable federal, state, and local laws and award-specific terms and conditions.

1. Remedies for Breach or Violation of Contract Terms.

- a. This provision applies to contracts in excess of the Simplified Acquisition Threshold as defined in 2 CFR Part 200.1. For contracts exceeding the simplified acquisition threshold, the Chimney Rock Village (Owner) shall have all administrative, contractual, and legal remedies available under the Contract Documents and applicable federal, state, and local law for any Contractor breach or violation of contract terms. Such remedies may include, but are not limited to, withholding payment, requiring correction of deficient work, suspension of work, recovery of damages, termination for cause, termination for convenience, debarment referral, and any other remedy available at law or equity.
- b. The remedies stated in this Agreement are cumulative and are not exclusive of any other rights or remedies available to the Owner, the pass-through entity, the Federal awarding agency, or the Federal Government.

2. Termination for Cause and Convenience.

- a. This Agreement may be terminated, in whole or in part, by the Owner for cause or for convenience in accordance with the Contract Documents and applicable federal, state, and local requirements, including 2 CFR Part 200, Appendix II.
- b. Termination for cause may occur upon the Contractor's material breach, failure to perform in accordance with the terms and conditions of this Agreement, failure to make satisfactory progress, failure to comply with applicable laws or procurement requirements, or any other default identified in the Contract Documents.
- c. Termination for convenience may be exercised by the Owner, in whole or in part, when the Owner determines that termination is in its best interest or when project needs, funding, program requirements, or other circumstances warrant termination.
- d. Termination shall be affected by written notice to the Contractor specifying the effective date, scope, and basis of termination. Upon receipt of the notice, the Contractor shall immediately cease work as directed, take reasonable steps to minimize costs, protect and preserve completed and partially completed work, and deliver all records, materials, and work product required by the Owner.
- e. The Contractor shall be entitled to payment only for allowable, reasonable, allocable, and properly documented work satisfactorily performed up to the effective date of termination, subject to any offsets, deductions, remedies, or damages available to the Owner. The manner of termination and basis for settlement shall comply with applicable federal, state, and local requirements to maintain eligibility for reimbursement under the applicable Federal award. Termination action shall also comply with any specific requirements of the Federal award or regulations of the Federal awarding agency.

3. Equal Employment Opportunity.

Except as otherwise provided under 41 CFR Part 60, if this Agreement meets the definition of a federally assisted construction contract under 41 CFR Part 60-1.3, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- c. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- d. The Contractor will comply with Executive Order 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any applicable rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with Executive Order 11246 and applicable law.
- g. The Contractor will include the provisions of this Equal Employment Opportunity clause in every subcontract or purchase order unless exempted by applicable rules, regulations, or orders, so that such provisions are binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis-Bacon Act (When Applicable) and Copeland Anti-Kickback Act

- ~~a. This requirement applies only when included in the Federal award or required by applicable program legislation. When applicable, the Contractor shall comply with the Davis Bacon Act (40 U.S.C. 3141-3148) and implementing regulations at 29 CFR Part 5.)~~
- ~~b. When applicable, the Contractor shall comply with the Davis Bacon Act, as amended, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. The Contractor shall pay wages to laborers and mechanics at rates not less than the prevailing wages specified in the applicable wage determination issued by the Secretary of Labor and included in the solicitation. The Contractor shall pay wages not less than once each week.~~
- ~~c. The decision to award this Agreement, or any applicable subcontract, is conditioned upon the Contractor's acceptance of the applicable wage determination. The Contractor shall comply with all applicable reporting, payroll, recordkeeping, withholding, anti-retaliation, and enforcement requirements under the Davis Bacon Act, related acts, and 29 CFR Part 5.~~
- d. The Contractor shall comply with the Copeland Anti-Kickback Act, 40 U.S.C. 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3. The Contractor is 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 the person is otherwise entitled.
- e. The Contractor shall report suspected or reported violations to the Owner, and the Owner will report such violations as required to the applicable Federal awarding agency or pass-through entity.
- ~~f. The Contractor shall include the substance of this clause, including applicable wage determinations and all required labor standards provisions, in all applicable subcontracts and lower tier subcontracts.~~

5. Contract Work Hours and Safety Standards Act.

This clause applies to contracts in excess of \$100,000 that involve the employment of mechanics or laborers, where applicable.

- a. Overtime Requirements. No Contractor or subcontractor contracting for any part of the contract work that may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchpersons and guards, to work in excess of forty (40) hours in any 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 (40) hours in such workweek.
- b. Violation; Liability for Unpaid Wages and Liquidated Damages. In the event of any violation of the overtime requirement stated above, the Contractor and any subcontractor responsible shall be liable for unpaid wages and liquidated damages. Liquidated damages shall be computed for each individual laborer or mechanic, including watchpersons and guards, in the amount established by 29 CFR 5.5 and 29 CFR 5.8, currently \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard forty (40) hour workweek without payment of the required overtime wages.

- c. Withholding. The Owner may, upon its own action, or shall upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any monies payable on account of work performed by the Contractor or subcontractor such sums as may be determined necessary to satisfy liabilities for unpaid wages, monetary relief, interest, and liquidated damages.
- d. Subcontracts. The Contractor or subcontractor shall insert the substance of this clause in any applicable subcontract and shall require subcontractors to include these clauses in lower-tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor.

6. Rights to Inventions Made Under a Contract or Agreement.

- a. If the Federal award meets the definition of a funding agreement under 37 CFR 401.2(a), and the recipient or subrecipient enters 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 Contractor shall comply with 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 Federal awarding agency.

7. Clean Air Act and Federal Water Pollution Control Act.

This clause applies to contracts and subcontracts in excess of \$150,000.

- 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. 7401-7671q.
- b. Federal Water Pollution Control 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. 1251-1387.
- c. The Contractor agrees to report each violation to the Owner and understands that the Owner will report each violation to the Owner and to the Federal awarding agency, pass-through entity, and appropriate Environmental Protection Agency Regional Office, as required.
- d. The Contractor agrees to include the substance of this clause in each subcontract exceeding \$150,000 that is financed in whole or in part with Federal assistance.

8. Suspension and Debarment.

- a. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. The Contractor is required to verify that neither the Contractor, its principals, nor its affiliates are excluded, disqualified, debarred, suspended, or otherwise ineligible to participate in covered transactions.
- b. The Contractor shall comply with 2 CFR Part 180, Subpart C, and 2 CFR Part 3000, Subpart C, throughout the period of this Agreement and shall include a requirement to comply with these regulations in any lower-tier covered transaction.
- c. The Contractor's certification regarding suspension and debarment is a material representation of fact relied upon by the Owner. If it is later determined that the Contractor knowingly rendered an erroneous certification or failed to comply with applicable suspension and debarment requirements, the Owner, the pass-through entity, Federal awarding agency or authorized representative, or the Federal Government may pursue available remedies, including suspension, debarment, termination, and any other available remedy.
- d. The Contractor must not enter into any subcontract or lower-tier covered transaction with a party that is suspended, debarred, excluded, disqualified, or otherwise ineligible under SAM.gov or applicable federal requirements.
- e. The Owner and/or Contractor shall verify eligibility through the System for Award Management (SAM.gov) prior to award and periodically thereafter.

9. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.

- a. Contractors that apply or bid for an award exceeding \$100,000 shall file the required certification. The Contractor certifies that it has not and will not use 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, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, cooperative agreement, or other Federal award covered by 31 U.S.C. 1352.
- b. The Contractor shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the Owner.

- c. The required Certification Regarding Lobbying is provided as Exhibit B and shall be completed by the Contractor when applicable.

10. Procurement of Recovered Materials.

- a. The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and 2 CFR 200.323, when applicable.
- b. In the performance of this Agreement, 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.
- c. The Contractor shall, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content; are biobased; are energy or water efficient; or are otherwise sustainable.
- d. Information regarding EPA-designated items is available through the EPA Comprehensive Procurement Guideline program. The Contractor shall include the substance of this clause in applicable subcontracts.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

- a. The Contractor shall comply with 2 CFR 200.216 and shall not obligate or expend Federal funds to procure, obtain, extend, renew, or enter into a contract to procure or obtain covered telecommunications equipment or services, or systems 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, as those terms are defined in 2 CFR 200.216.
- b. Covered telecommunications equipment or services include, but are not limited to, certain telecommunications equipment and services produced or provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or their subsidiaries or affiliates, or any successor regulations or entities identified by the Federal Government as prohibited or restricted.
- c. The Contractor shall include the substance of this clause in all applicable subcontracts and other contractual instruments, including contracts for commercial products or commercial services, to the extent required by federal law.

12. Domestic Preferences for Procurements.

- a. As appropriate and to the extent consistent with law, the Contractor shall, to the greatest extent practicable under the Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products.
- b. 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 means items and construction materials composed in whole or in part of non-ferrous metals, plastics and polymer-based products, aggregates, glass, lumber, or other covered manufactured products.
- c. For infrastructure projects, the Contractor shall comply with any applicable Buy America preferences, including requirements implemented under 2 CFR Part 184, the Build America, Buy America Act, and any applicable Federal awarding agency guidance, waivers, or award-specific terms. Requirements shall be implemented in accordance with 2 CFR Part 184 and any applicable waivers issued by the Federal awarding agency.
- d. The Contractor shall include the substance of this clause in applicable subcontracts and purchase orders for work or products under the Federal award.

13. DHS Seals, Logos, and Flags.

- a. The Contractor shall not use any Federal agency seal, logos, crests, reproductions of flags, or likenesses of the Federal agency's officials without specific written approval from the applicable Federal awarding agency.

14. Compliance with Federal Law, Regulations, and Executive Orders.

- a. The Contractor acknowledges that Federal financial assistance may be used to fund this Agreement. The Contractor shall comply with all applicable federal law, regulations, executive orders, Federal policies, procedures, directives, and award-specific requirements applicable to the work performed under this Agreement.

15. No Obligation by the Federal Government.

- a. The Federal Government is not a party to this Agreement unless expressly stated in the Federal award and is not subject to any obligations or liabilities to the Owner, Contractor, subcontractor, or any other party pertaining to any matter resulting from this Agreement.

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

- a. The Contractor acknowledges that 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, applies to the Contractor's actions pertaining to this Agreement. The Contractor shall not make, present, or submit any false, fictitious, or fraudulent claim, statement, certification, invoice, or supporting documentation in connection with this Agreement.

17. License and Delivery of Works Subject to Copyright and Data Rights.

- a. The Contractor grants to the Owner a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including the right to prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data.
- b. For data required by this Agreement but not first produced in the performance of this Agreement, the Contractor shall identify such data and grant to the Owner, or acquire on the Owner's behalf, a license of the same scope as for data first produced in the performance of this Agreement, to the extent permitted by law and the Contract Documents.
- c. Data includes any work subject to copyright under 17 U.S.C. 102, including written reports, software or source code, images, graphics, videos, audiovisual works, sound recordings, architectural works, drawings, specifications, calculations, photographs, and other deliverables prepared or required under this Agreement. Upon or before completion of this Agreement, the Contractor shall deliver such data in formats acceptable to the Owner.

18. Access to Records and Record Retention.

- a. The Contractor agrees to provide the Owner, Federal awarding agency, pass-through entity or cognizant oversight agency, and any of their authorized representatives access to any books, documents, papers, and records of the Contractor that are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.
- b. 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.
- c. The Contractor agrees to provide the Owner, Federal awarding agency, pass-through entity or cognizant oversight agency, and any of their authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement.
- d. The Contractor shall maintain all records directly pertinent to this Agreement for the period required by 2 CFR 200.334 or longer if required by the Contract Documents, the Federal award, state law, litigation hold, audit, claim, or investigation.
- e. In compliance with Section 1225 of the Disaster Recovery Reform Act of 2018, the Owner and Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the Owner, Federal awarding agency, pass-through entity or cognizant oversight agency, and any of their authorized representatives.

19. Contracting with Small Businesses, Minority Businesses, Women's Business Enterprises, Veteran-Owned Businesses, and Labor Surplus Area Firms.

- a. When possible, the Contractor shall ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered and used when possible in accordance with 2 CFR 200.321.
- b. The Contractor shall apply this requirement to subcontracts under this Agreement. Consideration shall include the following affirmative steps, when possible:
 - i. Including these business types on solicitation lists;
 - ii. Soliciting these business types whenever they are deemed eligible as potential sources;
 - iii. Dividing procurement transactions into separate procurements, when economically feasible, to permit maximum participation by these business types;

- iv. Establishing delivery schedules, where the requirement permits, that encourage participation by these business types;
- v. Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring subcontractors under this Agreement to apply this section to lower-tier subcontracts.

20. Prohibition on Cost-Plus-Percentage-of-Cost Contracting.

- a. The Contractor acknowledges that cost-plus-percentage-of-cost and percentage-of-construction-cost methods of contracting are prohibited under 2 CFR 200.324. No payment, subcontract, change order, or pricing method under this Agreement shall be structured as cost plus a percentage of cost or as a percentage of construction cost.

21. Conflict of Interest

- a. The Contractor shall comply with the conflict-of-interest requirements set forth in 2 CFR Part 200.318(c) and shall disclose in writing any potential or actual conflicts of interest.

22. Whistleblower Protections

- a. The Contractor shall comply with 41 U.S.C 4712 concerning whistleblower protections for employees reporting fraud, waste or abuse under Federal awards.

23. Bonding Requirements for Construction or Facility Improvement Contracts.

- a. When required by 2 CFR 200.326, state law, the Contract Documents, or the Federal awarding agency, the Contractor shall furnish bid security, performance bonds, payment bonds, and any other required bonding in the form and amount required by the solicitation and Contract Documents, or as otherwise required by the Federal awarding agency. Bonding requirements shall be administered in a manner that protects the Federal interest and complies with applicable federal, state, and local requirements.

24. Order of Precedence.

- a. In the event of any Federal Contract Provisions and any other terms and conditions of the Contract Documents, the requirements necessary to ensure compliance with the Federal award, including all applicable federal statutes, regulations (including 2 CFR Part 200), and the terms and conditions of the Federal award, shall govern and control.
- b. To the extent a conflict remains, such conflict shall be resolved in a manner that preserves the eligibility of costs for reimbursement under the Federal award.
- c. Notwithstanding the foregoing, any specific requirement or direction of the Federal awarding agency or pass-through entity shall control to the extent required to comply with the Federal award.

Exhibit B
Certification Regarding Lobbying

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 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or 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 of Lobbying Activities, in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers, including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements, and that all subrecipients and subcontractors 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 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to the civil penalties allowed by law.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. 3801 et seq. apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Representative: _____

Printed Name and Title: _____

Contractor Name: _____

Date: _____

Exhibit C

Certification Statement for Bids

The undersigned hereby acknowledges that he or she has read and understands all requirements, specifications, addenda, Federal Contract Provisions, and Contract Documents for the Invitation for Bids.

OFFICIAL CONTACT. The Bidder shall designate one person to receive all procurement-related documents, correspondence, notices, and addenda. The Bidder shall identify the official contact and preferred method of delivery below. Please print clearly.

- A. Official Contact Name: _____
- B. E-mail Address: _____
- C. Telephone Number: _____
- D. Facsimile Number, if applicable: _____
- E. U.S. Mail Address: _____

By submission of its bid and authorized signature below, Bidder certifies that:

1. The information contained in its bid is accurate, complete, and submitted by an authorized representative of the Bidder.
2. Bidder has reviewed and will comply with the mandatory requirements listed in the Invitation for Bids, the Contract Documents, all addenda, and all applicable Federal Contract Provisions.
3. Bidder acknowledges that, if awarded the Contract, it shall comply with all applicable federal, state, and local laws, regulations, procurement requirements, labor standards, bonding requirements, insurance requirements, and Federal award conditions.
4. Bidder's bid shall remain valid for the time period required by the Invitation for Bids and applicable North Carolina public bid law.
5. Bidder understands that award, if made, will be made in accordance with the Invitation for Bids, applicable North Carolina public bid law, and applicable federal procurement requirements.
6. Bidder certifies that Bidder, its subcontractors, principals, and affiliates are not suspended, debarred, excluded, disqualified, or otherwise ineligible for participation in Federal assistance programs or activities.
7. Bidder certifies that it has not been determined ineligible for government contracts or federally assisted construction contracts under Executive Order 11246, as amended, or other applicable federal requirements.
8. Bidder agrees to include applicable Federal Contract Provisions in all applicable subcontracts and lower-tier subcontracts.

Signature of Bidder or Authorized Representative: _____

Printed Name: _____

Title: _____

Bidder/Company Name: _____

Date: _____

Exhibit C

Certification Statement for Bids

The undersigned hereby acknowledges that he or she has read and understands all requirements, specifications, addenda, Federal Contract Provisions, and Contract Documents for the Invitation for Bids.

OFFICIAL CONTACT. The Bidder shall designate one person to receive all procurement-related documents, correspondence, notices, and addenda. The Bidder shall identify the official contact and preferred method of delivery below. Please print clearly.

- F. Official Contact Name: _____

G. E-mail Address: _____

H. Telephone Number: _____

I. Facsimile Number, if applicable: _____

J. U.S. Mail Address: _____

By submission of its bid and authorized signature below, Bidder certifies that:

9. The information contained in its bid is accurate, complete, and submitted by an authorized representative of the Bidder.
10. Bidder has reviewed and will comply with the mandatory requirements listed in the Invitation for Bids, the Contract Documents, all addenda, and all applicable Federal Contract Provisions.
11. Bidder acknowledges that, if awarded the Contract, it shall comply with all applicable federal, state, and local laws, regulations, procurement requirements, labor standards, bonding requirements, insurance requirements, and Federal award conditions.
12. Bidder's bid shall remain valid for the time period required by the Invitation for Bids and applicable North Carolina public bid law.
13. Bidder understands that award, if made, will be made in accordance with the Invitation for Bids, applicable North Carolina public bid law, and applicable federal procurement requirements.
14. Bidder certifies that Bidder, its subcontractors, principals, and affiliates are not suspended, debarred, excluded, disqualified, or otherwise ineligible for participation in Federal assistance programs or activities.
15. Bidder certifies that it has not been determined ineligible for government contracts or federally assisted construction contracts under Executive Order 11246, as amended, or other applicable federal requirements.
16. Bidder agrees to include applicable Federal Contract Provisions in all applicable subcontracts and lower-tier subcontracts.

Signature of Bidder or Authorized Representative: _____

Printed Name: _____

Title: _____

Bidder/Company Name: _____

Date: _____