



## **REQUEST FOR QUALIFICATIONS**

**PROFESSIONAL ENGINEERING SERVICES FOR TECHNICAL  
ASSISTANCE & ENGINEERING FOR INFRASTRUCTURE PROJECTS  
Town of Canton**

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**Published on: September 11, 2025**  
**Questions on or before: September 30, 2025**  
**Responses due no later than: 4:00pm – October 10, 2025**

## **SUMMARY**

The Town of Canton (Town) is seeking requests for qualifications from qualified engineering firms to provide professional services for the following:

1. Identify and develop the scope of individual water, wastewater and stormwater infrastructure projects, prepare preliminary design criteria memorandums, and preliminary opinions of probable costs for each individual project to address damages to its utility infrastructure, resulting from Hurricane Helene. Construction of projects are expected to be funded by various State and Federal sources, including the Water Resources Development Act of 2024 (WRDA), American Rescue Plan Act (ARPA) via Division of Water Infrastructure (DWI), State Appropriated Funding via DWI, Drinking Water State Revolving Fund (DWSRF) via DWI, Clean Water State Revolving Fund (CWSRF) via DWI, EDA and other funding sources that become available to the Town.
2. Perform design, permitting, bidding and construction administration services for individual infrastructure projects, as directed by the Town.
3. Develop funding applications on behalf of the Town for all agencies identified as viable.

## **BACKGROUND**

Services to be provided may include alternatives analyses, project cost estimation, design criteria memoranda, preliminary engineering report, surveying, evaluation and inspection, project scoping, engineering and design, value engineering, bidding, and construction administration. Firms should document in their response experience with similar completed projects.

## **PROSPECTIVE FIRMS**

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

At a minimum, any firm wishing to be considered shall be registered with the Office of the Secretary of State and licensed with the North Carolina Board of Examiners for Engineers and Surveyors (“Board”). Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly licensed with the Board. The engineers performing the work and in responsible charge of the work must be licensed professional engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a proposal. The firm must demonstrate a minimum of 10 years in Municipal water, wastewater and stormwater design and engineering, with a minimum of 3 project demonstrations that are active for review and referral.

## **SCOPE OF WORK**

The Town is seeking the services of qualified firms with extensive knowledge and background in the field of engineering for infrastructure projects. The anticipated tasks include, but are not limited to:

### **Water, Wastewater and Stormwater Infrastructure Improvements:**

1. Preliminary Design Criteria Memoranda related to the following projects:
  - a. Critical System Repairs
  - b. Mears Street Stormwater Improvements
  - c. Academy Street Stormwater Improvements
  - d. Bridge/Newfound Street Stormwater Improvements
  - e. Champion/North Main/Bridge Street Stormwater Improvements
  - f. Spring Street Stormwater Improvements
  - g. Elevated Water storage tank (Champion Dr/I-40)
  - h. North Canton Water Main loop
  - i. Water Treatment Plant Mechanical pre-treatment
  - j. Miscellaneous Water and Sewer line replacements
  - k. Pump Station upgrades/resiliency/trunk line replacement/SCADA replacement
  - l. Wastewater Treatment Plant improvements
2. Funding & Grant Coordination Assistance

## **REQUIREMENTS FOR SUBMISSION AND FORMAT**

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

RFQ submissions must include at a minimum:

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

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

4. Project Team: Qualifications of personnel as well as specific abilities of identified team members. The design lead shall be specifically identified and dedicated to the project.
5. Key Principal: who will be responsible for the total project. This person is typically senior to the design lead and has specific authority to bind the firm.
6. Experience and References: This section should present the specialized experience and technical competence of the staff to be assigned to the project with respect to improvements or related work, description of firm's prior experience, demonstrating a minimum of 10 years of municipal water, wastewater and stormwater system design and implementation, including any similar projects, size of community, location, total cost, and names of local officials knowledgeable regarding the firm's performance on related work. Include at least three (3) active project references for similar projects with public entities completed within the past five years.

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

**Lisa Stinnett, Town Manager, Canton Town Hall, 85 Summer Street, Canton, NC 28716.**

Qualifications must be received, either via mail or in person, by 4:00 o'clock p.m., on **October 10, 2025**, at Canton Town Hall, 85 Summer Street, Canton, NC 28716. Late responses, regardless of delivery means, will not be accepted.

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

Label the outside of submitted qualifications packages with **RFQ TOWN OF CANTON "Technical Assistance & Engineering For Infrastructure Projects."** Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the firm to ensure that their proposal is received by the Town before the deadline indicated above. There is nothing in this RFQ that precludes the Town from requesting additional information from firms at any time during the qualification process.

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

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

## **QUESTIONS**

Any questions regarding the RFQ should be directed to [Lisa Stinnett, lstinnett@cantonnc.com, Town of Canton Manager, Canton Town Hall, 85 Summer Street, Canton, NC 28716.](mailto:Lisa.Stinnett@cantonnc.com)

**Questions may be submitted on or before September 30, 2025.**

## **GENERAL REQUIREMENTS, COMMENTS & DISCLOSURES**

1. All CONSULTANT and their key staff and employees are expected to provide a statement of conflict of interest if any conflict they may have regarding the project set forth hereinabove, and a plan for mitigating the conflict(s). Note that the Town may, in its sole discretion, determine whether a conflict disqualifies a firm, and/or whether a conflict mitigation plan is acceptable.
2. Any CONSULTANT selected under this RFQ will not discriminate against any employee or applicant for employment, because of race, color, religion, sex, creed, disability, or national origin. Any CONSULTANT will take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their age, race, color, religion, sex, creed, disability, or national origin.
3. This RFQ is a request for the submission of qualifications and is not itself an offer, nor should it be construed as an offer.
4. The Town expressly reserves the right to modify, reschedule, or cancel this request at any time, whether before or after any proposals have been submitted or received.
5. The Town reserves the right to reject and not consider any or all responses in its sole discretion. The Town reserves the right not to award a contract pursuant to the RFQ.
6. The Town reserves the right to reject any or all companies, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed to be in its best interest.
7. In the event the party selected does not enter into the required agreement to carry out the purposes described in this request, the Town may, in addition to any other rights or remedies available at law or in equity, commence negotiations with another person or entity.
8. In no event shall any obligations of any kind be enforceable against the Town unless and until a written agreement is entered into.
9. The CONSULTANT agrees to bear all costs and expenses of its response and there shall be no reimbursement for any costs and expenses relating to the preparation of proposals submitted hereunder or for any costs or expenses incurred during negotiations.
10. All items become the property of the Town upon submission and will not be returned to the CONSULTANT.
11. The Town of Canton has adopted a "Minority Business Participation Outreach Plan" (MBPOP). The goal of the Town of Canton in adopting its Plan is for the expansion of participation by historically underutilized businesses (HUB) in construction projects as defined in GS 143 -128.2

(g). Equal access and opportunity to participate in all aspects of construction projects shall be provided to HUB. It is the policy of the Town of Canton to award public contracts without regard to race, religion, color, creed, national origin, sex, age or disabling condition. Each PROSPECTIVE FIRM shall make a good faith effort and shall document such efforts to utilize minority businesses and comply with the Town of Canton plan.

12. PROSPECTIVE FIRMS must comply with the President's Executive Order No. 11246 as amended, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.
13. The Town reserves the right to interview or to choose not to interview CONSULTANTS prior to making a final selection.
14. CONSULTANTS are requested to refrain from contact with the Selection Committee members.
15. The Town desires to contract with one single vendor for all services associated with the specific scope of work outlined in this RFQ.
16. Non-Discrimination Requirements: the selected firm shall comply with all applicable laws and regulations with respect to employment decisions and non-discrimination requirements, which include but are not limited to the following provisions:
  - a. **Affirmation of Equal Opportunity.** The CONSULTANT affirms that it does not engage in discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - b. **North Carolina Equal Employment Practices Act (N.C. Gen. Stat. § 143-422.2).** The CONSULTANT shall comply with North Carolina law prohibiting employment discrimination.
  - c. **Subcontracts & Notices.** The CONSULTANT shall include the substance of this clause in all subcontracts and shall post required notices.
17. Proprietary Information. Trade secrets or proprietary information submitted by a firm in connection with a procurement transaction shall not be subject to the public disclosure under the North Carolina Public Records Act pursuant to NC General Statutes §66-152(3). However, the firm must invoke the protection of this section prior to or upon submission of the data or other materials, and must identify the data on other materials to be protected and state the reasons why protection is necessary. **Each individual page considered a trade secret or proprietary information must be labeled "Confidential" in the top right corner.** The Town reserves the right to determine itself whether such labeled information is confidential trade secrets or proprietary information under NC law.
18. The selected firm will be required to enter into a contract for services as required by the Town.

## EXHIBIT A - FEDERAL PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS

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

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## **1. Termination for Cause and Convenience**

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

## **2. Equal Employment Opportunity**

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

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

## **3. Contract Work Hours and Safety Standards Act**

Compliance with the Contract Work Hours and Safety Standards Act.

- a) Overtime requirements. No CONSULTANT or Subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the CONSULTANT and any Subconsultant or

responsible therefore shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such CONSULTANT and Subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a).

- c) Withholding for unpaid wages and liquidated damages
  - (i) Withholding Process. The TOWN may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONSULTANT so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONSULTANT or any Subconsultant for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (a) on this contract, any other federal contract with the same prime CONSULTANT, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime CONSULTANT (as defined in § 5.2). The necessary funds may be withheld from the CONSULTANT under this contract, any other federal contract with the same prime CONSULTANT, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime CONSULTANT, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONSULTANT liability for which the funds were withheld.
  - (ii) Subcontracts. The CONSULTANT or Subconsultant must insert in any subcontracts the clauses set forth in paragraphs (b) through (c)(i) of this section and a clause requiring the subconsultants to include these clauses in any lower tier subcontracts. The prime CONSULTANT is responsible for compliance by any Subconsultant or lower tier Subconsultant with the clauses set forth in paragraphs (b) through (c)(i). In the event of any violations of these clauses, the prime CONSULTANT, and any subconsultant(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subconsultants, and associated liquidated damages and may be subject to debarment, as appropriate.
- d) Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
  - (i) Notifying any CONSULTANT of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standard Act (CWHSSA) or its implementing regulations in this part;

- (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- (iv) Informing any other person about their rights under CWHSSA or this part.” Further Compliance with the Contract Work Hours and Safety Standards Act

- e) The CONSULTANT or Subconsultant must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watch persons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker’s correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.
- f) Records to be maintained under this provision must be made available by the CONSULTANT or Subconsultant for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the CONSULTANT or Subconsultant will permit such representatives to interview workers during working hours on the job.”

#### **4. Clean Air Act and Federal Water Pollution Control Act**

##### **Clean Air Act.**

The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

The CONSULTANT agrees to report each violation to the (name of recipient or subrecipient entering the contract) and understands and agrees that the (name of the recipient or subrecipient entering the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

##### **Federal Water Pollution Control Act**

The CONSULTANT agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

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

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

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

**5. Byrd Anti-Lobbying Amendment**

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

**6. Suspension and Debarment**

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONSULTANT is required to verify that none of the CONSULTANT's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

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

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**7. Procurement of Recovered Materials**

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

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

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

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

## **8. Prohibition on Contracting for Covered Telecommunications Equipment or Services**

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

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

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

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

**9. Domestic Preferences for Procurements**

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

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

**10. Access to Records**

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

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

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

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

**11. DHS Seal, Logo, and Flags**

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

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

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

**13. No Obligation by Federal Government**

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

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

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

**15. Socioeconomic Contracting**

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

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

**16. Copyright**

License and Delivery of Works Subject to Copyright

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

**ATTACHMENT A – CERTIFICATION FORM**

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

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

NAME OF FIRM: \_\_\_\_\_

BY: (printed name): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

**EXHIBIT B – NON-COLLUSION AFFIDAVIT**

**State of North Carolina County of \_\_\_\_\_**

\_\_\_\_\_, being first duly sworn, deposes and says that:

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

**NOTARIZE**

Subscribed and sworn to before me,

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ Notary Public \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT C – E-VERIFY AFFIDAVIT**

**State of North Carolina County of \_\_\_\_\_**

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

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

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

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

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

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

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

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

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

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This the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Affiant

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**NOTARIZE**

Subscribed and sworn to before me,

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ Notary Public \_\_\_\_\_ My  
Commission Expires: \_\_\_\_\_