



**Request for Qualifications (RFQ) for Professional Services General On-Call for
Engineering, Grant Administration & Other Professional Services**

RFQ Release Date: February 19, 2024

Proposals Due: March 22, 2024

Contact: Jennifer Ganser, AICP
Planning Director
Town of Butner
415 Central Avenue, Suite A
Butner, NC 27509
Phone: 919-575-3031
Email: jganser@butnernc.org
www.butnernc.org

Request for Qualifications (RFQ) for Professional Services General On-Call for Engineering, Grant Administration & Other Professional Services

1. PURPOSE/BACKGROUND:

The Town of Butner, North Carolina, (“Town”) is conducting a qualification-based selection process for on-call engineering, grant administration, architectural services, and other related professional services from qualified firms who wish to be considered for providing services to the Town in support of the engineering, planning, design, review, administration, and inspection of Town projects.

The Town is soliciting proposals to contract with one or more firms capable of providing general on-call engineering, grant administration, and other professional services for the Town. Qualified firms that can demonstrate experience working with North Carolina's local governments are encouraged to respond. Services to be conducted on an on-call basis could include engineering services, state and federal grant administration services, bidding and construction services, and other activities noted in this RFQ's scope of work. Proposers must be licensed in North Carolina and be members in good standing within their respective professional licensing organizations. The Town encourages proposals submitted by small, minority, veteran-owned and woman-owned firms. Firms that do not have all services in house may include subcontractors who will be part of their project team in their response. The Town anticipates additional growth over the next three to five years, and beyond, therefore needing on-call services.

Contracts for services shall be negotiated on the basis of demonstrated competence and qualifications.

Engineering services intended to support the Town under this contract will be provided on an “as needed and as requested basis” for a broad range of projects. The Annual On-Call Services Contracts awarded as a result of the RFQ shall not guarantee a specific amount of work to any firm.

The Town reserves the right to make multiple awards from this solicitation and/or utilize other providers for specific engineering services. All necessary staffing, management, supervision, materials, equipment, and supplies shall be provided by the firm(s) to complete the identified services.

Each firm selected under this RFQ will be eligible for an initial term of three (3) years from the date of selection. The Town has the sole option to extend the selected firm(s) term for one (1) additional three (3) year term. Therefore, the maximum length of time that a selected firm is eligible to complete work under this RFQ is six (6) years. However, the Town reserves the right to cancel this RFQ at any time and solicit new responses. Firms that do not meet the Town’s performance expectations, routinely decline opportunities to participate in this program, or lose significant internal expertise submitted with the original response may be removed from the Town’s qualified consultant list.

The Town is located in Granville County and has a population of approximately 8,400 residents. The Town has a council-manager form of government with a Mayor, Town Council, and a Town Manager. The Town is an equal opportunity employer.

2. STATEMENT OF REQUIREMENTS AND PROPOSAL INSTRUCTIONS:

Proposal Submittal and Due Date: Electronic copies are preferred and should be forwarded by email to: jganser@butnernc.org with an email subject line of “Town of Butner, NC – On-Call Professional Services”. Please note there is a 150MB file limit.

Proposals must be received no later than 3:00 PM EST on Friday, March 22, 2024.

The designated individual responsible for coordination of the RFQ is:

Contact: Jennifer Ganser, AICP
Planning Director
Town of Butner
415 Central Avenue, Suite A
Butner, NC 27509
Email: jganser@butnernc.org

Any questions relating to this RFQ should be directed to the Town’s Planning Director, Jennifer Ganser, at (919) 575-3031 or by email at jganser@butnernc.org. Please note for any such questions, email subject lines should be titled “Questions for RFQ - On-Call Professional Services.”

Please take note of the following very important requirements:

- a. **All materials shall be submitted electronically in Adobe Acrobat 9.0 (or later) PDF format (preferably in one file) by 3:00 PM EST on Friday, March 22, 2024.** No printing, binding or other paper handling is required of the firm. Paper submittals will be accepted, **but will not be accepted in lieu of the electronic copy.**
- b. Submittals may be color or black/white and all portions must be 8½” x 11” landscape orientation.
- c. Submittals may include spreadsheets, graphics, logos and any other "objects" embedded in the file.
- d. A cover letter may be inserted after page one and WILL be counted as part of the total page limitation.
- e. Links or references to websites will not be allowed. A submittal must be received. Passive activities are not permitted.

- f. **Submittal (all pages and sheets) is limited to a maximum of 20 pages.**
- g. The Statement of Qualifications shall be signed by an authorized representative of the professional services firm.

The submittal shall address each of the following:

1. GENERAL INFORMATION:

- a. Firm name, address, telephone number, fax number, e-mail address, and contact person(s).
- b. Year in which the firm was established and any former names under which the firm operated.
- c. The name of the person(s) authorized to represent the proposer in negotiating and signing any agreement which may result from the proposal.
- d. Names of key personnel, including professional affiliations, licenses, and other relevant background information of key personnel.
- e. Statement of the qualifications of the firm and its key personnel who would work on Town projects.
- f. List what engineering and professional services are typically provided by the firm.
- g. Confirmation that the proposer is a professional engineer licensed to work in the State of North Carolina and is member in good standing with the North Carolina State Board of Examiners for Engineers and Surveyors.
- h. Confirmation that the proposer is NCDOT prequalified.
- i. A copy of the firm's most recent rate schedule.

2. PROJECT APPROACH: A brief description of the firm's understanding of and approach to the tasks is required for a successful project. Include a proposed scope of services listing specific anticipated work tasks.

3. SIMILAR EXPERIENCE: In detail, describe the experience of your firm with similar projects. Include specific projects, names and description of the work completed, client names and individuals with telephone numbers of one (1) individual to contact for reference for each project listed.

- a. Specifically address proposer's familiarity with laws and regulations governing stormwater, streets/roads, traffic impact analyses and maintenance of the Town's current infrastructure.
- b. Specifically address proposer's familiarity with laws and regulations governing federal and state grant requirements, including state requirements found at N.C. Gen. Stat. §§143C-6-22 and 143C-6-23 and Title 9, Chapter

3, Subchapter 3M of the North Carolina Administrative Code and contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules, or Guidance) codified at 2 C.F.R. Part 200 and related laws and regulations.

- c. Photographs, maps, layouts or other supporting material from similar projects are encouraged.
- d. For project references, please give the person's title along with their relationship to either a particular project or how they are acquainted with the firm. Email addresses and telephone numbers should be listed.

4. **PROJECT TEAM:** Multi-firm "teaming" is acceptable to provide the best-qualified professionals for this contract. Provide a graphical representation of your team organizational chart, including the firm's name, individuals involved, and the role they will perform (principal-in-charge, project manager, engineer, planner, economist, etc.). Provide a description of the qualifications and experience of the specific individuals that will be involved in this project, including the staff of other professional firms to be used (provide registration numbers and expiration dates of architects, planners, engineers, etc. for verification). Identify their experience with similar type projects. Identify the person who will be the point of contact for the Town and who will coordinate the work of others within the firm(s) providing services to the Town.

5. **COST CONTROL & SCHEDULING:** Describe your firm's method of keeping a task or project on schedule and within budget. Creative techniques that minimize research and work redundancy while providing a comprehensive effort should be described. The firm shall ensure that sufficient staff is available at all times and assigned to the project. Submittal should describe workload capacity and level of experience commensurate with levels of service required by the Town.

6. **INSURANCE:** Current Certificate(s) of Insurance listing all coverages provided for the firm.

Of note, no costs, or fees, other than unit price information, may be submitted or considered as part of the selection process. Additionally, no work product or design may be submitted or considered as part of the selection process, but examples of prior completed work may be submitted and considered when determining demonstrated competence and qualification of professional services.

Confidentiality of Documents: North Carolina General Statute Chapter 132, Public Records, governs the accessibility of records compiled by NC Governmental Entities. In general, all documents submitted in response to this Request for Qualifications are subject to public disclosure

unless specifically exempted by N.C. Gen. Stat. §132-1.2 and §66-152 which provide definitions and protection of certain documents and information from public disclosure that constitute a “trade secret,” provided it meets the specific conditions as outlined in N.C. Gen. Stat. §132-1.2(1)a-d. The Town will attempt to withhold from public disclosure, or redact documents or information, designated “confidential trade secret” that clearly meet the conditions of N.C. Gen. Stat. §1321.2(1)a-d to the extent that it is entitled or required to do so by applicable law. Regardless, The Town shall not be held responsible for any information that is released nor shall the Town be held responsible for nor pay any penalty or expense in relation to information so released. Any submission marked “confidential” or “trade secret” in its entirety may be rejected at the sole discretion of the Town.

3. SELECTION CRITERIA:

The selection of the firm shall be based on proposal information exhibited in both written and graphic form and personal interviews (if conducted).

Minimum Qualifications: The Town will review proposals received to determine whether each proposer meets the following minimum qualifications: licensed to work in the State of North Carolina, ability to provide the engineering services needed by the Town to the standards required by the Town, County, and State, and has the financial resources to perform the desired engineer services, or the ability to obtain such resources.

Evaluation Criteria/proposal content: Proposals meeting the above minimum qualifications will be evaluated by the Town using the following criteria.

a. 25% - Firm experience/reputation/workload: The Firm’s experience with similar work and the record of successful results of that work. Consideration will be given for the Firm’s ability to take on additional work, specific management approaches, how well the Firm’s organizational structure shows the depth of its present workload, approaches to managing project budgets and time, and the Firm’s ability to perform services successfully as required.

b. 25% - Project management approach: Responses to Proposal Contents. Items outlined should demonstrate the Firm’s overall project management approach, their grant administration approach, relevant tools used and records of performance for the identified services and deliverables.

c. 35% - Experience of Project Team: Consideration will focus on specific project experience, local government experience, relevant engineering experience, grant or

loan-funded compliance experience and key staff qualifications and evidence of collaboration within the Firm as well as with local governments. The Town will give considerable weight to the individual qualifications of team members who will be assigned to do a majority of the work.

d. 15% - Thoroughness of the Proposal: The Firm’s overall proposal addressing the services required by the Town through a clear demonstration of all required elements as outlined in this proposal.

Selection of Firm: A committee made up of Town employees will evaluate proposals. The evaluation of the proposals is based on experience, qualifications, the Firm's approach to the project and any innovative ideas you may have for the Town's consideration related to this RFQ. Final selection will be based upon the scoring of proposals unless it is additionally deemed necessary by the committee to conduct interviews with closely ranked Firms. The Town intends to select the firm or project team on the basis of the best overall qualifications package that, in its sole opinion, is most advantageous to the Town. A proposal with all the requested information does not guarantee the proposing Firm to be a candidate for additional consideration. The committee may contact references to verify material submitted by the Firm. The ranking of proposals and recommendations of any Firm is the sole responsibility of the Town.

The Town will consider proposals only from firms or organizations that in the Town’s sole judgement, have demonstrated the capability and willingness to provide the services contemplated by this RFQ.

The Town will engage in individual discussions with firms deemed best qualified, responsible, and suitable on the basis of initial responses. If a contract satisfactory and advantageous to the Town can be negotiated at a schedule of fees considered fair and reasonable, the award shall be made for the best qualified firm or firms. Otherwise, negotiations with the other firm(s) will be conducted until such contract can be negotiated at a fair and reasonable fee with the next best qualified firm. The Town anticipates contracting with more than one firm. Fees may be further negotiated for individual projects.

Anticipated Schedule: The Town anticipates the following general timeline for its selection process. The Town reserves the right to modify this schedule.

RFQ Advertised	Monday, February 19, 2024
Proposal Due Date & Time	Friday, March 22, 2024 by 3:00 pm EST
Selection Evaluation	Week of March 25, 2024
Interviews (if needed)	TBD
Possible Town Council Consideration	May or June meeting, 2024

4. PROJECT SPECIFICATIONS:

Firms shall be qualified professional engineering firms with experience in design, bidding, construction administration and oversight, site inspection, and activities related to requirements for any state or federal grants and loans including compliant financial services. Projects may include sidewalks, greenways, stormwater and flood-related mitigation, streets and roadway design and construction oversight, streetscape planning and design, parks and recreation planning and design, hazard and resiliency planning, mechanical and structural engineering, traffic impact analyses, and facility needs studies among other things. Projects may also include inspections of roads and sidewalks.

The Town presently receives federal and state grant funds for projects and anticipates future projects will be funded by federal and state grants or loans. Proposers' must demonstrate experience with grants and loans including State of North Carolina Statutes and various Federal laws, policies and regulations, including state requirements found at N.C. Gen. Stat. §§143C-6-22 and 143C-6-23 and Title 9, Chapter 3, Subchapter 3M of the North Carolina Administrative Code and contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules, or Guidance) codified at 2 C.F.R. Part 200 and related laws and regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and common interconnected programmatic statutes, laws, policies, regulations and Executive Orders including common land-use and environmental requirements. Work may include surveying, design and permitting necessary to complete tasks as requested by the Town. The firm must be capable of providing additional services as outlined in this RFQ for project management, reporting, certifications and close out of both grant-funded projects and programs should these services be requested.

The selected firm must confirm their ability and experience providing the following scope of services:

1. General engineering services: Work under this category will include typical professional engineering services associated with projects including, but not limited to, roadway construction and maintenance, stormwater pipes and culverts, stream and bank restoration/stabilization, Stormwater Control Measures (SCMs), flood management and mitigation and erosion control management. These services may include but are not limited to: project development, project management, grant writing and administration, budgeting, engineering analysis and studies, surveying, preliminary design, detailed design, permitting, subsurface utility engineering, geotechnical engineering, stakeholder coordination, easement and real property mapping and acquisition, preparation of construction documents, construction management, construction observation, preparation of as-builts, project close-outs, ADA transitioning and other professional services as needed to meet the Town's goals. The selected firm will help with all potential preliminary and subsequent post-award work (funding application & administration, analytical reports such as environmental/biological/wetland, engineering design, surveying, Geotech, easements, CA/CO, studies, planning). The selected firms shall also have experience in a variety of funding sources, including but not limited to, SBA, Golden LEAF Foundation, NC

Department of Commerce, NC DOT, EDA, ARPA, FEMA, and any other funding source. The selected firms shall also be knowledgeable with all state and federal regulations and requirements along with uniform guidance as needed as well as a good understanding of the Town of Butner Code of Ordinances, State and Federal permit regulations, and all other practices that pertain to various projects. The Firm shall be prequalified with NCDOT.

2. Administrative: Work under this category will include typical professional services of a general nature that may overlap with some or all of the other categories. Services under this category may include, but are not limited to, program management, engineering plan reviews, long range planning, GIS assistance, grants and loans review and assistance, grant award management, capacity analysis, financial and budgetary assistance, delegated local permitting authority services and other related professional services as may be needed to meet the Town's goals.

3. Funding: Work under this category will include professional services of a general nature that may overlap with some of the other categories. Services under this category may include researching, identifying, applying for, managing, monitoring, and reporting on grants; closing out projects and grants and other related professional services as may be needed to meet the Town's goals.

4. Other On-Call Services as needed:

- a. Initiate and complete related permits, applications, or agency notifications.
- b. Work with the Town and state or federal agencies to prepare and submit all required documentation.
- c. Evaluate outlined project and identify, design repair/replace, or direct RFQ or RFP processes to complete work in a timely manner.
- d. Provide design drawings and design calculations for compliance with local, county, state and federal requirements and sound engineering practices.
- e. Attend pre-award, pre-construction, Town Council, public outreach, and other meetings as requested by the Town.
- f. Periodically review project construction sites to confirm compliance with plans and specifications, bid documents, or other requirements, and report with clarity on activities.
- g. Provide milestones using matrices or charts to facilitate the Town's awareness of milestones.
- h. Research and write specific requests to state or federal funders as becomes necessary.
- i. Review and inspect completed project sites, as-built drawings, testing results, permitting and as-built certifications.
- j. Sub-consultants may be used, subject to written approval by the Town, on design projects or where supplemental expertise is desired.
- k. Architectural services for building design, modifications, and space studies

The selected firm will report directly to the Town Manager or a specific department head supervising the project or projects that are being worked on. Inquiries from the general public

and/or press are outside the purview of this On-Call Professional Services proposal. All inquiries for these On-Call Professional or other Services' time shall be channeled through the Town Manager's office and the Town Manager must authorize such requests prior to the selected firm taking any action.

5. FEES:

The fee for services for individual projects may be negotiated as a fixed fee, percentage of construction cost fee, or on a time and materials basis with a "Not-to-Exceed" amount considering the scope of services required, the estimated service hours required for each level and the hourly rates for the skill levels of for the work.

6. TERMS AND CONDITIONS:

All costs incurred in the preparation of the RFQ will be completely absorbed by the responding party to the RFQ. Any material submitted that is confidential must be clearly marked as such.

7. MISCELLANEOUS REQUIREMENTSs:

A. Minority/Women Owned Business Enterprise:

It is the policy of the Town to provide minorities and women equal opportunity for participating in all aspects of the Town's contracting and procurement programs, including but not limited to employment, construction development projects, and materials/services, consistent with the laws of the State of North Carolina. The policy of the Town prohibits discrimination against any person or business in pursuit of these opportunities on the basis of sex (including pregnancy, gender, sexual orientation, gender identity or expression or transgender status), race, color, religion, national origin, age, disability, genetic information, veteran status, or any other legally protected characteristic. It is further the policy of the Town to conduct its contracting and procurement programs so as to prevent such discrimination and to resolve any and all claims of such discrimination.

The selected firm must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate when federal funds are involved, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring subcontractors to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

B. ADA Compliance:

The Town will comply with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of a disability. The Town will make reasonable accommodations in all programs to enable participation by an individual with a disability who meets essential eligibility requirements. Town programs will be available in the most integrated setting for each individual. If any accommodation is necessary for participation in any program or services, participants are encouraged to notify the Town staff.

C. Insurance Requirements

The selected firm agrees to purchase and maintain during the life of any contract resulting from this RFQ, with an insurance company acceptable to the Town, authorized to do business in the State of North Carolina, the following insurance:

AUTOMOBILE LIABILITY - Bodily injury and property damage liability insurance covering all owned, non owned, and hired automobiles for limits for bodily injury of not less than \$1,000,000 per person/\$2,000,000 per accident, and property damage limits of not less than \$1,000,000 per accident. The automobile liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

COMMERCIAL GENERAL LIABILITY - Bodily injury and property damage liability as shall protect the contractor and any subcontractor performing work under any contract resulting from this RFQ from claims of bodily injury or property damage which arises from operation of said contract whether such operations are performed by contractor, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/\$2,000,000 aggregate and \$1,000,000 property damage each occurrence/\$2,000,000 aggregate. This insurance shall include coverage for products/completed operations, personal and advertising

injury liability and contractual liability in an amount not less than \$1,000,000 each occurrence/\$2,000,000 aggregate. The liability insurance coverage amounts may be satisfied with a combination of primary and excess/umbrella coverage.

WORKERS' COMPENSATION - Meeting the statutory requirements of the State of North Carolina, even if not required by law to maintain such insurance.

Employers Liability - \$1,000,000 per accident limit, \$1,000,000 disease per policy limit, \$1,000,000 disease each employee limit.

PROFESSIONAL LIABILITY – Insuring against professional negligence/ errors and omissions on an occurrence or claims-made basis with policy limits of \$1,000,000 per claim/\$2,000,000 annual aggregate. If insurance is provided on a claims-made basis, “Tail” coverage will be required at the completion of any agreement arising from this RFQ for a duration of thirty-six months, or the maximum time period reasonably available in the marketplace. The firm shall furnish certification of “tail” coverage as described or continuous “claims made” liability coverage for thirty-six months following completion of its services under any agreement arising from this RFQ. Continuous “claims made” coverage will be acceptable in lieu of “tail” coverage provided its retroactive date is on or before the effective date any agreement arising from this RFQ. If Continuous “claims made” coverage is used, the firm shall be required to keep the coverage in effect for duration of not less than thirty-six months from the end any agreement arising from this RFQ. This will be a condition of the final acceptance of work or services.

Certificates of such insurance will be furnished and shall contain the provision that the Town will be given thirty (30) days written notice of any intent to amend or terminate by either the consulting engineer or the insuring company. In addition, the Town shall be named an additional insured under such automobile and commercial general liability policies.

Additional excess/ umbrella coverage may be required for certain projects.

8. CONTACT ONLY WITH DESIGNATED PARTY:

After the date and time established for receipt of proposals by the Town, any contact initiated by any firm with any Town representatives, other than Jennifer Ganser or Town counsel, concerning this RFQ is prohibited. Any such unauthorized contact may cause the disqualification of the firm from this proposal process.

9. ADHERENCE TO UNIFORM ADMINISTRATION REQUIREMENTS:

If federal funds are involved in a particular project, all parties (including subconsultants) must maintain compliance with the following throughout the contracting process:

- Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contacts Under Federal Awards

The final contract between the parties will be drafted by the Town's attorney and may contain standard terms and conditions applicable to contracts which are or may be funded by federal funding sources. All contracts funded in whole or in part by federal funds comply with all applicable legal provisions, including, but not limited to, 2 C.F.R. Part 200, including but not limited to Appendix II, to the extent applicable. Key contract provisions are available upon request. More than one contract may be required depending on the projects and funding sources.

10. NON-COLLUSION AFFIDAVIT:

Each proposal package must be accompanied by a notarized affidavit on non-collusion, executed by the firm or in the case of a corporation, by a duly authorized representative of said corporation. The Non-Collusion Affidavit is provided herein.

11. CONFLICT OF INTEREST:

All parties (including subconsultants) must maintain compliance with conflicts of interest guidelines that meet or exceed those required under 2 C.F.R. 200.318(c)(1) for all projects funded in part or whole with federal assistance (direct or reimbursed). In addition to the prohibition against self-benefiting from a public contract under N.C. Gen. Stat. §14-234, no officer, employee, elected official, governing body member, or agent of the Town may participate directly or indirectly in the selection, award, or administration of a contract supported by a federal or State award if he or she has a real or perceived conflict of interest. A real or perceived conflict exists when any of the following parties has a financial or other interest in or receives a tangible personal benefit from award of a contract: the officer, employee, elected official, governing body member, or agent involved in the selection, award, or administration of a contract; as well as any member of his or her immediate family; his or her partner, or an organization which employs or is about to employ any of these parties. Any such conflict shall be disclosed in writing and included with the proposal. Contractors that are related to Town personnel having any influence over the decisions to consider or award a contract are strictly prohibited from bidding/responding or accepting award of a contract for the Project. Accepting gifts and favors from vendors and contractors is prohibited under N.C. Gen. Stat. §133-32, additionally officers, employees, elected officials, governing body members, and agents of the Town are prohibited from accepting or soliciting gifts, gratuities, favors, or anything of monetary value from contractors, suppliers, or parties to subcontracts. Violating this policy will result in disciplinary action for the employee and termination of the contract and violating firms/persons may not be eligible for future contract awards.

12. ADDENDA/CHANGES:

Any additions, deletions, modifications, or changes made to this RFQ shall be processed through the Town's Planning Director. Any deviation from this procedure may result in the disqualification of the firm's submittal or the cancellation of a contract resulting from this RFQ.

13. PROPRIETARY INFORMATION:

All proposals received are considered public record and available for public inspection as required by Chapter 132 of the North Carolina General Statutes. 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 to the extent allowed by law 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 clearly labeled "Confidential" or "Trade Secret". For further information, see "Confidentiality of Documents" above.

14. AWARD/CONTRACT TIME:

No part of this solicitation is to be considered part of a Contract nor are any provisions contained herein to be binding on the Town. Awards shall be made to one or more responsible firms submitting proposals determined to be the most advantageous to the Town, taking into consideration the evaluation factors set forth in the RFQ. The Town wishes to enter into an agreement with one or more firms which will be responsible for the work associated with this RFQ. A notice of contract award is anticipated on/by June/July 2024. The detailed Scope of Work and schedule of deliverables shall be negotiated with the successful firms for each specified project.

15. CONTRACT DOCUMENT:

The successful firm will be required to enter into a contract with the Town in a form drafted by the Town Attorney and suitable to counsel for the Town subject to reasonable negotiation with the selected firm(s).

16. SUBCONSULTANTS:

If any subconsultants will be used for the various projects, the successful firm shall a list of names of any of the intended subconsultants, their applicable license number(s) and a description of the work to be done by each subconsultant. The successful firm(s) shall not substitute other subconsultants without the written consent of the Town. The successful firm(s) shall be responsible for all services performed by a subcontractor as though they had been performed by the successful firm. Responsibilities include, but are not limited to, compliance with applicable licensing regulations. If at any time the Town determines that any subcontractor is incompetent or undesirable, the Town shall notify the successful firm(s) accordingly, and the successful firm(s)

shall take immediate steps for cancellation of the subcontract and replacement with a firm suitable to the Town. Nothing contained in any contract resulting from this RFQ shall create any contractual relationship between any subcontractor and the Town. It shall be the successful firm(s)' responsibility to ensure that all terms of the primary contract with the Town are incorporated into all subcontracts.

17. INDEMNIFICATION:

- a. To the fullest extent allowed by law, the firm shall indemnify and hold harmless the Town, its officers, officials, employees, agents, or indemnities (collectively called "Indemnified Parties") from and against those losses, liabilities, damages, and costs proximately caused by, arising out of, or resulting from the sole negligence of the firm, the firm's agents, or the firm's employees.
- b. In matters other than those covered by subsection a. above, and to the fullest extent allowed by law, the firm shall indemnify and hold harmless the Indemnified Parties from and against those Losses, liabilities, damages, and costs caused by, arising out of, resulting from, or in connection with the execution of the work provided for in this Agreement when the Fault of the firm or its Derivative Parties is a proximate cause of the loss, liability, damage, or expense indemnified.
- c. Costs and expenses shall include attorneys' fees, litigation or arbitration expenses, or court costs actually incurred by the Indemnified Parties to defend against third-party claims alleged in any court, tribunal, or alternative dispute resolution procedure required of any of the Indemnified Parties by law or by contract, only if the Fault of the firm or its Derivative Parties is a proximate cause of the attorney's fees, litigation or arbitration expenses, or court costs to be indemnified.
- d. The firm's duty to indemnify and hold harmless described hereinabove shall survive the termination or expiration of this Contract.
- e. Definitions:
 - i. For the purposes of this Section the term "Fault" shall mean any breach of contract; negligent, reckless, or intentional act or omission constituting a tort under applicable statutes or common law; or violation of applicable statutes or regulations.
 - ii. For the purposes of this Section the term "Loss" or "Losses" shall include, but not be limited to, fines, penalties, and/or judgments issued or levied by any local, state, or federal governmental entity.

iii. For the purposes of this Section the term “Derivative Parties” shall mean any of the Firm’s subcontractors, agents, employees, or other persons or entities for which the Firm may be liable or responsible as a result of any statutory, tort, or contractual duty.

18. GOVERNING LAW; JURISDICTION; VENUE:

The construction and performance of this Agreement shall be governed by and construed pursuant to the laws of the State of North Carolina. Venue for any legal actions initiated concerning this Agreement or arising in any way from and out of this Agreement shall be brought in the appropriate state court sitting in Granville County, North Carolina, having jurisdiction over said claim. The parties consent to the jurisdiction of said court and waive any right they may have to venue in any other jurisdiction.

19. AVAILABILITY OF FUNDS:

Any resulting contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The Town’s extended obligations on contracts that include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

20. NON-EXCLUSIVE CONTRACT:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the selected firm. A contract of award shall not restrict the Town from acquiring similar, equal, or like goods and/or services from other sources.

21. INTELLECTUAL PROPERTY:

All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under the contract shall be the property of the Town. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the firm’s performance of services under a contract resulting from this RFQ shall vest in the Town. Works of authorship and contributions to works of authorship created by the firm’s performance of services under a contract resulting from this RFQ are hereby agreed to be ‘works made for hire’ within the meaning of 17 U.S.C. § 201.

In responding to this RFQ, if applicable, all parties shall comply with the requirements of 37 C.F.R. Part 401 “Rights to Inventions Made by Nonprofit Organizations and Small Business

Firms Under Government Grants, Contracts and Cooperative Agreements” and any implementing regulations issued by the awarding agency.

22. OWNERSHIP OF INSTRUMENTS OF SERVICE:

All designs, drawings, specifications, design calculations, notes and other works developed in the performance of this contract shall become the sole property of the Town and may be used on any other design or construction without additional compensation to the firm or any subcontractor. The use of the design, including tracings and specifications, by any person or entity, for the purpose other than the project for which they are intended, shall be at the full risk of such person or entity and the firm and its subcontractors shall be relieved of any liability whatsoever, including claims for personal injury, property damage, or death as a result of such other use.

23. FORCE MAJEURE:

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Except at otherwise provided in any environmental laws, rules, regulations, or ordinances applicable to the parties and the services performed under a contract resulting from this RFQ, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Either party to the contract resulting from this RFQ must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under a contract resulting from this RFQ by this provision.

24. PROFESSIONAL STANDARDS:

Firm personnel shall use a degree of professional care, competence, and skill that other competent personnel performing the same or similar tasks would use working in the same or similar geographic area. With the Town’s prior written permission, if the firm subcontracts any of the work to be performed under the terms of the contract, the firm shall be responsible for ensuring that the subcontractors perform their tasks using the degree of professional care, competence, and skill that other competent professionals performing the same or similar tasks would use working in the same or similar area.

25. CANCELLATION:

The Town may terminate the contract at any time by providing written notice to the firm. The firm shall cease performance immediately upon receipt of such notice. In the event of early termination, the firm shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of

termination and delivered to the Town. Notwithstanding the foregoing, in no event will the total amount due to the firm under this section exceed the total amount due the firm under a contract resulting from this RFQ.

26. E-VERIFY:

It is understood that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with N.C. Gen. Stat. § 64-25 et seq. The firm is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes. To the best of the firm's knowledge, any subcontractors utilized by firm as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

27. IRAN DIVESTMENT ACT CERTIFICATION:

The firm certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C. Gen. Stat. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C. Gen. Stat. § 147-86.59, The firm shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

28. COMPANIES BOYCOTTING ISRAEL DIVESTMENT ACT CERTIFICATION:

The firm certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C. Gen. Stat. § 147-86.81.

29. NO LIENS:

The firm shall promptly pay all invoices for labor performed by any of its subcontractors, if any, and for materials provided in the construction of the improvements upon the Town's property, if any, and shall keep the Town's property free of any liens or claims of lien at all times, to the extent applicable to any services provided under a contract resulting from this RFQ.

30. ADDITIONAL PROVISIONS:

- a. The firm shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of a contract resulting from this RFQ and will reimburse the Town for the replacement value of its loss or damage. The firm shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Nothing herein is intended or will be

construed to establish any agency, partnership, or joint venture. The firm represents that it has, or will secure at its own expense, all personnel required in performing the services under a contract resulting from this RFQ. Such employees shall not be employees of or have any individual contractual relationship with the Town.

- b. In participating in this RFQ process, if applicable, all parties must comply with all applicable standards, orders or regulations issued pursuant to the Clean Water Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal agency and the regional office of the Environmental Protection Agency.
- c. In participating in this RFQ process, if applicable, all parties certify they are not listed on the government wide exclusions in the System for Award Management, in accordance with OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235).
- d. In participating in this RFQ process, if applicable, all parties must comply with the requirements and prohibitions set out in the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
- e. In participating in this RFQ process, if applicable, all parties must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.
- f. In participating in this RFQ process, if applicable, all parties must comply with the requirements set out in 2 C.F.R. 200.216 "Prohibition on certain telecommunications and video surveillance services or equipment."
- g. In participating in this RFQ process, if applicable, all parties must comply with the requirements set out in 2 C.F.R. 200.322 "Domestic preferences for procurements."

END OF REQUEST FOR QUALIFICATIONS

NON-COLLUSION AFFIDAVIT

A completed, signed, and notarized form shall be submitted with the RFQ.

The firm submitting a proposal, under penalty of perjury under the laws of the United States and the law of the State of North Carolina, certifies that neither s/he, nor any official, agent or employee has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract.

By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any collusion has been offered, accepted, or promised by any employees of your organization.

FIRM NAME: _____

BIDDER/RESPONDING REPRESENTATIVE: _____

Print

Sign

Date

NOTARY-

_____ State _____ County

I, _____, a Notary Public for said
County and State, do hereby certify that

_____ personally appeared before
me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the _____ day of _____ of 20____.

(Official Seal)