



TOWN OF RANLO
1624 Spencer Mountain Road
Ranlo, North Carolina 28054



Request for Qualification for Town of Ranlo Capital Improvements Engineering and Technical Services

Grant Funding from the North Carolina Department of Environmental Quality - Division of Water Infrastructure

The award of a contract under this solicitation will be paid with federal and state funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors and sub-contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award. In addition, vendor submitting qualifications shall be responsible for complying with state law and local ordinances.

The Town encourages participation by small, minority, disabled, and woman-owned businesses. The Town of Ranlo reserves the right to award and/or reject any and/or all submissions and waive any technicalities or irregularities.

Definitions

As used in this RFQ, the following terms shall have the meanings set forth below:

Municipality: Town of Ranlo Government

Contract or Agreement: The contract(s) executed by the Town and the Service Provider for the services covered by this RFQ

RFQ: Request for Qualifications to provide the services request herein

Services: The services described in this RFQ

Service Provider: Each firm that submits a Qualifications Package for consideration by the Town of Ranlo in compliance with the requirements stated in this RFQ

SOQ: Statement of Qualifications - The Service Provider's official response to this RFQ



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Scope of Project

The Town of Ranlo is seeking a professional firm to provide engineering and technical services to coordinate and prioritize the improvement and expansion of municipal water systems funded by a \$5 million grant from the North Carolina Department of Environmental Quality – Division of Water Infrastructure.

Required Qualifications

In order to be considered for this project, a Service Provider must demonstrate that their team has the licensure, experience and expertise in the required technical fields. The approximate beginning date for services is January 2024.

Evaluation

The Review Committee will review and evaluate the qualifications based on the below evaluation criteria. A weighted point formula system will be used to evaluate qualifications.

Evaluation Criteria

The following represents the evaluation criteria and relative importance of each criteria (criteria weight):

Evaluation Criteria	Weight
1. Adherence to RFQ Instructions	.10
2. Company Information	.15
3. Professional Competency	.20
4. Experience	.30
5. Interview (if conducted)	.25
Total	1.00

The SOQ's will be evaluated by a committee consisting of at least three members. Each committee member shall evaluate each SOQ according to criteria items 1-4 and assigning a point value to each. For each firm, the scores from each committee member shall be tabulated to achieve an average score for each criterion. The criteria averages are then weighted as stated above to determine a score for each SOQ. Once this has been accomplished, the committee may decide to recommend the highest scoring SOQ or may decide to conduct interviews to decide between the highest scoring SOQ's. If interviews are conducted, each committee member shall assign a point value to each SOQ interview and will factor this criterion into the others as weighted above to determine the most desirable.



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Statement of Qualifications Preparations

If you would like to be considered for providing the required Services to the Town of Ranlo, please mail or hand deliver three copies and one digital copy of your qualifications to:

Town of Ranlo
ATTN:RFQ Capital Improvements and
Engineering Technical Services –
NCDEQ Grant
1624 Spencer Mountain Road
Gastonia, North Carolina 28054
info@townofranlo.org

The Statement of Qualifications are due by 12:00 PM EST, Friday, January 5, 2024.

Your SOQ should consist of the following information:

- a. Signed and notarized Federal Addendum (Attached)
- b. Signed and notarized E-Verify Affidavit (Attached)
- c. A cover letter (no more than 1 page) signed by a person empowered to commit the firm to a contractual arrangement with the Town of Ranlo. The cover letter should also include all contact information (phone number, email address, and mailing address). The letter should identify the persons who will be responsible for regular communications with the Town of Ranlo.
- d. A brief history of the firm and key subs, including the following:
 - Size of the firm and office locations
 - Locations of the office(s) where the work associated with each element of the project will be performed
- e. List current and past experience with utility systems in the Town of Ranlo
- f. A range of services provided, relevant work experience, ability to evaluate additional funding sources and apply for grants, capabilities and expertise that qualify the firm to undertake this project. Relevant work experience should include projects of similar size undertaken within the last five (5) years, involving the field personnel who will be assigned to this project.
- g. A list of the individuals who will be providing services to the Town, including their individual work experience and certifications
- h. A description of the firm's approach and methodology to execute the services required for this project



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- i. A current certificate of insurance

Contact with Town Staff

Maintaining the integrity of this RFQ is of paramount importance for the Town. To this end, unless you have questions regarding the RFQ process itself, do not contact any members of the Town of Ranlo staff until the contract is awarded. Questions regarding the process may be directed to info@townofranlo.org. Failure to adhere to these restrictions may significantly reduce your prospects for selection.

Due Date

12:00 PM EST on Friday, January 5, 2024.

We look forward to receiving your qualifications package.

Town of Ranlo

FEDERAL ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR TOWN OF RANLO CONTRACTS UNDER FEDERAL AWARDS

SECTION 1. ADMINISTRATIVE, CONTRACTUAL OR LEGAL REMEDIES FOR BREACH OF CONTRACT

Town of Ranlo hereby reserves all rights, remedies and privileges that may be available under local, state and federal law, including case laws and regulations, in the event of a breach of this contract by either party.

SECTION 2. TERMINATION FOR CAUSE AND FOR CONVENIENCE

A. TERMINATION FOR CAUSE

Town of Ranlo hereby reserves the right to terminate this contract immediately in the event of a breach or default of the contract by Vendor, in the event that the Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, contract, and/or purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract, the RFP, and/or the purchase order.

B. TERMINATION FOR CONVENIENCE

Town of Ranlo reserves the right to terminate the contract immediately, with written notice to the Vendor, if the Town believes, in its sole discretion, that it is in the best interests of The Town to do so. If this contract is terminated for convenience by the Town, the Vendor will be compensated for work performed and accepted and for goods accepted by the Town as of the termination date.

SECTION 3. EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR Part 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR, 1964-1965

Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Said equal employment opportunity clause is incorporated herein by reference, and Vendor expressly agrees to abide by it and by the applicable requirements of this paragraph.

SECTION 4. DAVIS-BACON ACT AND COPELAND “ANTI-KICKBACK” ACT

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages

to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The Vendor hereby certifies that he/she will be in compliance with all applicable provisions of the Davis-Bacon Act and of the Copeland “Anti-Kickback” Act during the term of this contract.

SECTION 5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708)

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

SECTION 6. RIGHTS TO INVENTIONS

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations made by the awarding agency. The Vendor certifies that, during the term of an award for all contracts by Town of Ranlo, the Vendor agrees to comply with all applicable requirements referenced in this Section 6.

SECTION 7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act

(42 U.S. C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). The Vendor certifies that, during the term of this contract, the Vendor shall comply with all applicable provisions referenced in this Section 7.

SECTION 8. DEBARMENT AND SUSPENSION

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p.

189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Vendor certifies that, during the term of this contract, neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal agency.

SECTION 9. BYRD ANTI-LOBBYING AMENDMENT

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification in accordance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Each tier certifies to the tier above that it will not has not used Federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

In accordance with the requirements referenced in the above paragraph, the Vendor certifies that during the term and after the awarded term of an award for this contract, the Vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The Vendor further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the Vendor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, of an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of any Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

SECTION 10. PROCUREMENT OF RECOVERED MATERIALS

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

SECTION 11. RECORD RETENTION REQUIREMENTS

Vendor certifies that Vendor will retain all records are required by 2 CFR §200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

SECTION 12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(A) Vendor/vendor's subcontractors are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably

believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

SECTION 13. DOMESTIC PROCUREMENT PREFERENCE CLAUSE

“As appropriate and to the extent consistent with law, Vendor/vendor’s subcontractors should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products).”

For purposes of this clause:

- i. “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, and
- ii. “manufactured products” means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN SIGNING BELOW, the Vendor acknowledges and agrees to adhere to the requirements of this FEDERAL ADDENDUM in fulfilling its contractual obligations to Town of Ranlo.

IN WITNESS WHEREOF, the Vendor has hereby made and executed this Addendum, this the ___ day of ___, 20__.

CORPORATE SIGNATURE:

Name of Corporation: _____

Signature: _____

Title: _____

I, _____, a Notary Public of the County of _____

Name of Notary

_____, State of _____, certify that

County Name

State Name

_____ personally came before me this day

Name of Signatory

and acknowledged that he/she is the _____

Title of Signatory

of _____ and that by authority duly given and

Name of Corporation

as the act of the corporation, he/she signed the preceding addendum voluntarily for its stated purpose.

Witness my hand and official stamp or seal, this ___ day of _____, 20_____

Notary Public

My Commission expires: _____.

NORTH CAROLINA

AFFIDAVIT

COUNTY OF GASTON

I, _____ (the individual attesting below), being duly authorized by and on behalf of

(the entity contracting with Town of Ranlo hereinafter "Employer") after _____ first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, if employing 25 or more employees in this State, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES _____, or
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer during the term of its contract with Town of Ranlo.

This ____ day of _____, 20__ .

Signature of Affiant

Print or Type Name: _____

State of ____ County of _____

Signed and sworn to (or affirmed) before me, this the ____ day of

_____, 20__.

My Commission Expires: _____

Public

Notary

|||
Affix Official/Notarial Seal
|||

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