



**REQUEST FOR QUALIFICATIONS  
FOR 48" PARALLEL RAW WATER TRANSMISSION MAIN PROJECT  
CAPE FEAR PUBLIC UTILITY AUTHORITY  
WILMINGTON, NORTH CAROLINA  
May 17, 2023**

**GENERAL**

Cape Fear Public Utility Authority (CFPUA) desires to contract with a professional engineering firm to assist with the development of the ER/EID and FONSI documents for the new 48" Raw Water Transmission Main Project. Lower Cape Fear Water and Sewer Authority (LCFWASA), Brunswick County, Pender County, and CFPUA have an Interlocal Agreement to fund the new 48" Parallel Raw Water Transmission Main project. LCFWASA received \$23.5 million from American Rescue Plan Act (ARPA) and CFPUA received State loan from Drinking Water State Revolving Fund (DWSRF) to assist with funding the new parallel raw water line. The anticipated overall project budget is \$35.2 million.

The new raw water line will parallel the existing 48-inch raw water line that supplies Pender County, CFPUA and several industries on Hwy 421. The route of the existing 48-inch raw water line begins at the 3-million-gallon ground reservoir located near Brunswick County's Northwest Water Treatment Plant and traverses North and East through Brunswick, Pender, and New Hanover Counties to US Highway 421.

The consultant shall have thorough knowledge and expertise with developing and preparing all required documents required for DWSRF projects. Including, but not limited to, the Engineering Report/Environmental Information Document (ER/EID) and Finding of No Significant Impact (FONSI) document.

The selected firm will provide the following anticipated services:

1. The consultant shall prepare and submit the ER/EID documents and FONSI to the State for SRF requirements.
2. The consultant shall also respond to comments from the State and prepare a resubmittal if needed.
3. Consultant shall be familiar with state and federal loan programs such as American Rescue Plan Act (ARPA) and Drinking Water State Revolving Loan (DWSRF).
4. The SRF loan assistance and administration during the construction phase of the project may be provided under a separate amendment during the time of construction award.

**Submission of a Statement of Qualification (SOQ)**

Firms are invited to submit a Statement of Qualification to the CFPUA to be received no later than 2:00 PM on June 6, 2023. Submittals received after this deadline will not be considered.

CFPUA will address questions regarding the RFQ until 2:00 PM on May 30, 2023. Questions concerning this advertisement should be directed to Ben Guerrieri, Procurement Manager, Cape Fear Public Utility Authority, at [bids@cfpua.org](mailto:bids@cfpua.org).

SOQ's shall be limited to 20-pages or less, excluding cover page, table of contents, tabs, resumes and appendices.

Firms shall submit their statement of qualifications for consideration in .pdf format to [bids@cfpua.org](mailto:bids@cfpua.org). Maximum file size for .pdf submission is 25MB. A reply will be sent to the email address submitting the statement of qualifications to confirm receipt. It is the submitting firms' responsibility to confirm that CFPUA has received statement of qualifications via email. If email reply is not received from [bids@cfpua.org](mailto:bids@cfpua.org), please call 910-332-6472 or 910-332-6589 before deadline for submission.

Submitted information shall comply with N.C.G.S. 143-64.31 through 64.34 (aka Mini Brooks Act).

Firms submitting Qualifications are encouraged to carefully check them for conformance to the requirements stated herein. Qualifications that do not meet ALL of the below listed requirements, or are sent to any address other than shown above, will be disqualified. No exception will be granted.

All proposals will be evaluated by a selection team consisting of representatives of CFPUA.

One firm will be selected from this request for qualifications.

### **Qualifications Requirements**

CFPUA will follow a qualifications-based selection process. Consultants must demonstrate their level of competence and qualification, and each sub-consultant's level of competence and qualification, with respect to the listed evaluation factors for the needed services.

SOQ's will be evaluated based on the following three (3) considerations and the level of importance for each consideration. The SOQ shall be formatted consistently with the evaluation consideration. Criteria shown under each of the three (3) considerations are to be addressed in the SOQ. Consultant's may provide additional information, as necessary.

1. General Information and Project understanding (25%)
  - a. Firm name, address, contact person(s), telephone number, and email address.
  - b. Understanding of project scope
2. Relevant firm experience with State Revolving Fund projects (50%)
  - a. Record of project success
    - i. Development of ER/EID and FONSI
3. Overall staff experience proposed for this project (25%)
  - a. Adequate staffing/resources to perform the work

- b. Qualification and experience of the personnel who will be performing the services.
- c. Organization Chart

A more detailed scope of work and fee schedule will be negotiated with the best qualified firm. If negotiations are not successful with any selected firm, CFPUA will terminate negotiations with that firm and initiate negotiations with the next best qualified firm.

### **Insurance Requirements**

The following criteria will be deemed necessary for selection:

- The firm must meet the following insurance requirements. Workers Compensation may be waived if firm has no employees.
  - General Liability \$1,000,000 per occurrence/\$2,000,000 aggregate. Authority must be additional insured and endorsement required.
  - Workers Compensation \$500,000/\$500,000/\$500,000. Waiver of Subrogation against the Authority and endorsement required.
  - Auto Liability Insurance \$1,000,000 per occurrence combined single limits applicable to claims due to bodily injury and/or property damage. Authority must be additional insured and endorsement required.
  - Professional Liability not less than \$2,000,000 per loss.
- A firm wishing to be considered must be properly registered with the Office of the Secretary of State.

### **SOQ Submittal Requirements**

Each SOQ shall include (at minimum):

- All items set forth in Qualification Requirements
- M/WBE Compliance Form (*See attached Exhibit A*)
- Anti-Lobbying Certificate (*See attached Exhibit B*)

### **FEDERAL REQUIREMENTS**

#### **I. Equal Employment Opportunity**

- A. As the Contract is a Federally Assisted Construction Contract exceeding \$10,000, during the performance of this Contract, any Engineer selected shall be subject to the following conditions:
  - 1. Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Engineer will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited

to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Engineer will, in all solicitations or advertisements for employees placed by or on behalf of Engineer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Engineer's legal duty to furnish information.
4. Engineer will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Engineer's commitments under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. Engineer will furnish to the Administering Agency and the Secretary of Labor all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Administering Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of Engineer's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and Engineer may be declared ineligible for further Government contracts or Federally Assisted Construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed, and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. Engineer will include the portion of the sentence immediately preceding paragraph A.1. of this Section II and the provisions of paragraphs A.1. through A.7. in every Subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each Subcontractor or vendor. Engineer will take such action with respect to any Subcontract or purchase order as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event Engineer becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the Administering Agency, Engineer may request the United States to enter into such litigation to protect the interests of the United States.

Since the parties to the Agreement are local government agencies, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the Contract.

9. [REDACTED] agrees that it will assist and cooperate actively with the Administering Agency and the Secretary of Labor in obtaining the compliance of Engineer and any Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Administering Agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Administering Agency in the discharge of the agency's primary responsibility for securing compliance.
10. [REDACTED] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Engineer debarred from, or who has not demonstrated eligibility for, Government contracts and Federally Assisted Construction Contracts pursuant to the Executive Order and that it will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Engineer and any Subcontractors by the Administering Agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, [REDACTED] agrees that if it fails or refuses to comply with these undertakings, the Administering Agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

## **II. Copeland "Anti-Kickback" Act**

- A. The Engineer and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874. All suppliers, Engineers, subcontractors, consultants, and sub-consultants must comply with the with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Engineers and Sub-contractors 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 Engineer or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up

any part of the compensation to which he or she is otherwise entitled. [REDACTED] shall report all suspected or reported violations to Treasury.

### III. Davis-Bacon Act

- A. All suppliers, Engineers, subcontractors, consultants, and sub-consultants must comply with Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply 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”).

### IV. Contract Work Hours and Safety Standards Act

- A. *Overtime Requirements.* No Engineer or Subcontractor 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 they are 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 Section V.A. (Overtime Requirements), above, Engineer and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and Subcontractor 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 watchmen and guards, employed in violation of the clause set forth in Section V.A. (Overtime Requirements), above, in the sum of \$27 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 Section V.A. (Overtime Requirements), above.
- C. *Withholding for Unpaid Wages and Liquidated Damages.* [REDACTED] shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold, or cause to be withheld, from any monies payable on account of work performed by Engineer or Subcontractor under any such contract or any other federal contract with the same prime Engineer, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of Engineer or Subcontractor for unpaid wages and liquidated damages as provided in Section V.B. (Violation; Liability for Unpaid Wages; Liquidated Damages) of this section.
- D. *Subcontracts.* The Engineer or Subcontractor shall insert in any Subcontract the clauses set forth in Sections V.A. through V.D. and a clause requiring Subcontractors to include these clauses in any

lower-Tier Subcontracts. Engineer shall be responsible for compliance by any first-Tier Subcontractor or lower-Tier Subcontractor with the clauses set forth in Sections V.A. through V.D.

- E. *Payroll and Records.* Engineer or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all Laborers and Mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, Social Security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by Engineer or Subcontractor for inspection, copying, or transcription by authorized representatives of the Department of the Treasury and the Department of Labor, and Engineer or Subcontractor will permit such representatives to interview employees during working hours on the job.
- F. *Exceptions.* None of the requirements of Section V of this Addendum shall apply if the Contract is a Contract (1) for transportation by land, air, or water; (2) for the transmission of intelligence; (3) for the purchase of supplies, materials, or articles ordinarily available in the open market; or (4) in an amount that is equal to or less than \$100,000.

**V. Rights to Inventions Made Under a Contract or Agreement**

- A. The Government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Government purposes," any subject data or copyright described below. "Government purposes" means use only for the direct purposes of the Government. Without the copyright owner's consent, the Government may not extend its federal license to any other party.
- B. Unless otherwise provided by law, suppliers, Engineers, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, Engineers, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
- C. Unless prohibited by North Carolina law, upon request by the Government, [REDACTED] will require the Engineer to indemnify, save, and hold harmless the Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by Engineer of proprietary rights, copyrights, or right of privacy arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. Engineer shall be required to

indemnify the Government for any such liability arising out of the wrongful act of any employee, official, or agent of the Engineer.

- D. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

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

- A. *Clean Air Act.* [REDACTED] agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* The selected Engineer shall report each violation to [REDACTED] and [REDACTED] will, in turn, report each violation as required to Treasury and the appropriate Environmental Protection Agency Regional Office. The Engineer shall include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.
- B. *Federal Water Pollution Control Act.* [REDACTED] agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* The selected Engineer shall report each violation to [REDACTED] and [REDACTED] will, in turn, report each violation as required to assure notification to Treasury and the appropriate Environmental Protection Agency Regional Office. The Engineer shall include these requirements in each Subcontract exceeding \$150,000 financed, in whole or in part, with federal assistance provided by Treasury.

#### **VII. Debarment and Suspension**

- A. Due to its receipt of Fiscal Recovery Funds, [REDACTED] is a participant in a non-procurement transaction (defined at 2 C.F.R. § 180.970) that is a covered transaction pursuant to 2 C.F.R. § 180.210 and 31 C.F.R. § 19.210. Therefore, the Contract is a lower-Tier covered transaction for purposes of 2 C.F.R. Part 180 and 31 C.F.R. Part 19 if (1) the amount of this Contract is greater than or equal to \$25,000 (2 C.F.R. § 180.220(b)(1); 31 C.F.R. § 19.220(b)(1)); (2) the Contract requires the consent of an official of the Department of the Treasury (2 C.F.R. § 180.220(b)(2); 31 C.F.R. § 19.220(b)(2)); or (3) this Contract is for federally required audit services (2 C.F.R. § 180.220(b)(3); 31 C.F.R. § 19.220(b)(3)).
- B. If this Contract is a covered transaction as set forth in Section VIII.A., above, Engineer shall certify as of the date of execution of the Contract that Engineer, Engineer's principals (defined at 2 C.F.R. § 180.995), and any affiliates (defined at 2 C.F.R. § 180.905) of both Engineer and Engineer's principals are not excluded (defined at 2 C.F.R. § 180.935) and are not disqualified (defined at 2 C.F.R. § 180.935). If any of the foregoing persons are excluded or disqualified and the Secretary of the Treasury has not granted an exception pursuant to 31 C.F.R. § 19.120(a), (1) the Contract shall be void, (2) [REDACTED] shall not make any payments of federal financial assistance to Engineer, and (3) [REDACTED] shall have no obligations to Engineer under the Contract.
- C. The Engineer must comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19 and must include a requirement to comply with these regulations in any lower-Tier covered transaction into which



it enters. This certification is a material representation of fact relied upon by [REDACTED], and all liability arising from an erroneous representation shall be borne solely by the Engineer.

- D. If it is later determined that the Engineer did not comply with 2 C.F.R. Part 180, Subpart C and 31 C.F.R. Part 19, in addition to remedies available to [REDACTED], the Government may pursue available remedies, including but not limited to suspension and/or debarment.

#### **VIII. Byrd Anti-Lobbying Amendment**

- A. The Engineer shall certify to [REDACTED], and shall cause each Tier below it to certify to the Tier directly above such Tier, that it has not used and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. The selected Engineer shall, and shall cause each Tier below it, to disclose any lobbying with non-federally appropriated funds that takes place in connection with obtaining any federal award. Such disclosures (to be set forth on Standard Form-LLL, contained in 31 C.F.R. Part 21, Appendix B) shall be forwarded from Tier to Tier up to the [REDACTED], which will, in turn, forward the certification(s) to Treasury. Engineer shall cause the language of this Section IX.A. to be included in all Subcontracts. This certification is a material representation of fact upon which [REDACTED] has relied when entering into the Contract, and all liability arising from an erroneous representation shall be borne solely by the Engineer.
- B. Any Engineer that bids or applies for a contract exceeding \$100,000 (including the Contract, if applicable) also must file with [REDACTED] the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.
- C. Any Subcontractor to the Contract with a Subcontract (at any Tier) exceeding \$100,000 shall file with the Tier above it the certification in Attachment 1 to this Addendum, which is attached hereto and incorporated herein.

#### **IX. Procurement of Recovered Materials**

- A. Section X.B. shall apply if (1) the Contract involves the purchase of an item designated by the Environmental Protection Agency ("EPA") in 40 C.F.R. Part 247 that exceeds \$10,000 or (2) the total value of such designated items acquired during [REDACTED]'s preceding fiscal year exceeded \$10,000.
- B. All suppliers, Engineers, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the

highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**X. Domestic Preferences for Procurements**

- A. For purposes of this Section XI, the terms below are defined as follows:
1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coating, occurred in the United States.
  2. “Manufactured Products” means items and construction materials composed, in whole or in part, of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- B. As applicable, and to the extent consistent with law, [REDACTED] and the selected Engineer should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials Produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other Manufactured Products. The Engineer shall cause any Subcontractors to include the requirements of this Section XI in any Subcontracts.

**XI. Solicitation of Minority and Women-Owned Business Enterprises**

- A. If the selected Engineer intends to let any Subcontracts, [REDACTED] shall require that the Engineer (1) place qualified small and minority businesses and women’s business enterprises on its solicitation lists; (2) assure that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources; (3) divide 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) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women’s business enterprises; (5) use the services and assistance, as appropriate, of the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and the North Carolina Office for Historically Underutilized Businesses.
- B. For the purposes of Section XII.A., an entity shall qualify (1) as a “minority business” or “women’s business enterprise” if it is currently certified as a North Carolina “historically underutilized business” under Chapter 143, Section 128.4(a) of the N.C. General Statutes (hereinafter G.S.), and (2) as a “small business” if it is independently owned and operated and is qualified under the Small Business Administration criteria and size standards at 13 C.F.R. Part 21.

**XII. Access to Records**

- A. [REDACTED], the selected Engineer, and the parties to the Agreement will provide the Department of the Treasury, the Treasury Office of Inspector General, the Government Accountability Office, and the Comptroller General of the United States, or any authorized representatives of these entities, access to any records (electronic and otherwise) of Engineer which are directly pertinent to this Contract to conduct audits or any other investigations. Any of the foregoing parties may

reproduce such records by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- B. [REDACTED] agrees to retain all records covered by this Section XIII through December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving the Agreement and/or Contract.

**XIII. Conflicts of Interest; Gifts and Favors**

- A. [REDACTED] will use Fiscal Recovery Funds to pay for the cost of this Contract and (2) the expenditure of Fiscal Recovery Funds is governed by the [REDACTED] Conflict of Interest Policy, any Regulatory Requirements (including, without limitation, 2 C.F.R. § 200.318(c)(1)), and North Carolina law (including, without limitation, N.C.G.S. §§14-234(a)(1) and -234.3(a)).
- B. The selected Engineer shall certify to [REDACTED] that as of the date of execution of the Contract, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of [REDACTED] or any party to the Agreement involved in the selection, award, or administration of the Contract (each a "Covered Individual"); no member of a Covered Individual's immediate family; no partner of a Covered Individual; and no organization (including Engineer) which employs or is about to employ a Covered Individual has a financial or other interest in, or has received a tangible personal benefit from, Engineer. Should the Engineer obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date thereof, Engineer shall promptly disclose the same to [REDACTED] in writing.
- C. The selected Engineer shall certify to [REDACTED] that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of [REDACTED]. Should the Engineer obtain knowledge of the provision, or offer of any provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date thereof, Engineer shall promptly disclose the same to [REDACTED] in writing.

**XIV. Assurances of Compliance with Title VI of the Civil Rights Act of 1964**

- A. The selected Engineer and any Subcontractor, or the successor, transferee, or assignee of the Engineer or any Subcontractor, shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. §§ 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also provides protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. §§ 2000d *et seq.*, as

implemented by Treasury's Title VI regulations, 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this Contract.

**XV. Other Non-Discrimination Statutes**

- A. [REDACTED] is bound by and agrees, to the extent applicable to the selected Engineer, to abide by the provisions contained in the federal statutes enumerated below and any other federal statutes and regulations that may be applicable to the expenditure of Fiscal Recovery Funds:
1. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  2. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  3. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  4. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability in programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**XVI. Miscellaneous**

- A. *Increasing Seat Belt Use in the United States.* Pursuant to Executive Order 13043, 62 Fed. Reg. 19,216 (Apr. 18, 1997), [REDACTED] shall encourage the selected Engineer to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented, or personally owned vehicles.
- B. *Reducing Text Messaging While Driving.* Pursuant to Executive Order 13513, 74 Fed. Reg. 51,225 (Oct. 6, 2009), [REDACTED] shall encourage the selected Engineer to adopt and enforce policies that ban text messaging while driving.

**XVII. Conflicts and Interpretation**

- A. To the extent that any portion of this Addendum conflicts with any term or condition of this Contract expressed outside of this Addendum, the terms of this Addendum shall govern.

**NOTIFICATION**

The selected firms will be notified by telephone and/or email.

The CFPUA reserves the right to reject any and all Proposals.

Any questions concerning this advertisement should be directed to Ben Guerrieri, Procurement Manager, Cape Fear Public Utility Authority, at [bids@cfpua.org](mailto:bids@cfpua.org) no later than 2:00PM on May 30, 2023.

**MBE/WBE (DBE) Compliance Form**

**Contracting with Small and Minority Businesses, Women’s Business Enterprises and Labor Surplus Area Firms**

Engineer shall take the following affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible as per 2 C.F.R. § 200.321.

- (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, of such organizations as the Small Business Administration, the Minority Business Development Agency of the Department of Commerce, and other agencies such as NC HUB Office.

Engineer has read the information in this MBE/WBE (DBE) Compliance Supplement and where reasonable follow the affirmative steps above to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible as per 2 C.F.R. § 200.321.

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Engineer Firm Name (Print)

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Engineer Representative (Sign & Date)

## **Certification for Contracts, Grants, Loans, and Cooperative Agreements**

(To be submitted with qualifications statement)

The undersigned [Engineer] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL , "Disclosure 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Engineer, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Engineer understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Engineer's Authorized Official

\_\_\_\_\_  
Name and Title of Engineer's Authorized Official

\_\_\_\_\_  
Date