Advertised: **November 18, 2026**

Orange County Transportation Services

REQUEST for LETTERS of INTEREST (RFLOI No 367-OC5491R)

CONTRACT TYPE (PE/DESIGN)

TITLE:	**Continue PE/Design for BL-0139 (Orange Grove Road Transit Access Sidewalk Project)**
ISSUE DATE:	**November 18, 2026**
SUBMITTAL DEADLINE:	**December 18, 2026, 4:00 pm**
ISSUING AGENCY:	**Orange County Transportation Services**

SYNOPSIS

Subconsultants are permitted under this contract.

This contract shall be partially reimbursed with Federal-aid funding through the North Carolina Department of Transportation (hereinafter referred to as the Department). The solicitation, selection, and negotiation of a contract shall be conducted in accordance with all Department requirements and guidelines.

The primary and/or subconsultant firm(s) shall be pre-qualified by the Department to perform any combination of the Discipline Codes listed below for Orange County Transportation Services (hereinafter referred to as OCTS). Discipline Codes required are:

269 - Urban Roadway Design
024 - Bridge Spans Under 200'
360 - Topographic Surveying
235 - Subsurface Utility Engineering
270 - Utility Coordination
433 - Hydrologic & Hydraulic Design
247 - Traffic Management Plans
155 - Pavement Marking Plans
032 - CE / Environmental Documentation
194 - Right of Way Negotiators

This RFLOI is to solicit responses (Letters of Interest, or LOIs) from qualified firms to provide professional consulting services to:

Continue engineering and design work and related services for OCTS on BL-0139 (Orange Grove Road Transit Access Sidewalk Project) for the design of a transit access sidewalk and pedestrian

bridge along portions of SR 1006 (Orange Grove Road) and SR 1221 (New Grady Brown School Road) in Orange County, North Carolina, including roadway and sidewalk design, pedestrian bridge design, drainage, environmental documentation, and preparation of plans, specifications, and estimates (PS&E).

Electronic LOIs should be submitted in .pdf format using software such as Adobe, CutePDF, PDF Writer, Docudesk, deskPDF, etc.

LOIs SHALL be received **electronically no later than December 18, 2026 at 4:00 pm.**

The addresses for electronic deliveries are: finance-purchasing@orangecountync.gov and beversole@orangecountync.gov.

LOIs received after this deadline will not be considered.

Except as provided below any firm wishing to be considered must be properly registered with the Office of the Secretary of State and with the North Carolina Board of Examiners for Engineers and Surveyors. Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and/or the NC Board for Licensing of Geologists. The Engineers performing the work and in responsible charge of the work must be registered Professional Engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Letter of Interest. Firms which are not providing engineering services need not be registered with the North Carolina Board of Examiners for Engineers and Surveyors. Some of the services being solicited may not require a license. It is the responsibility of each firm to adhere to all laws of the State of North Carolina.

The firm must have the financial ability to undertake the work and assume the liability. The selected firm(s) will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of $1,000,000.00. The firm(s) must have an adequate accounting system to identify costs chargeable to the project.

SCOPE OF WORK

A. Summary

OCTS is soliciting proposals for the services of a firm/team for the following contract scope of work:

The awarded firm shall continue professional engineering and related services for NCDOT Locally Administrated Project BL-0139 (Orange Grove Road Transit Access Sidewalk Project). The scope of work shall include, but is not limited to, project management and administration, subsurface utility engineering, topographic surveying, roadway and sidewalk design, sidewalk drainage and stormwater design, erosion and sediment control design, preparation of Traffic Management Plans and pavement marking plans, structural design for a prefabricated pedestrian bridge, preparation of Plans, Specifications, and Estimates (PS&E), right-of-way services, utility coordination services, and geotechnical investigations and design support.

The selected firm shall prepare an NCDOT Type I(A) Categorical Exclusion (CE) form for the transit access sidewalk along Orange Grove Rd to comply with the National Environmental Policy Act (NEPA), NCDOT policies and procedures for environmental documentation, and other applicable federal, state, and local laws and regulations.

The project is evaluating the addition of a six (6) foot wide sidewalk on the north/west side of New Grady Brown School Road from the first driveway at Cedar Ridge High School to the intersection with Orange Grove Road, then extending north along Orange Grove Road to Interstate 40, a pedestrian bridge over Interstate 40, and additional six (6) foot wide sidewalk from Interstate 40 to an existing sidewalk south of Elfin Boulevard. The project is approximately one (1) mile in length. All ground disturbance and easements are anticipated to be within the project study area as outlined in red below.



BL-0139 was originally contracted on June 1, 2025, and a firm performed engineering and design as contracted until the contract was ended by Orange County on October 2, 2025, to address other design work by and projects being submitted to NCDOT. The original firm completed a complete design recommendation plan before the contract was ended.

OCTS would want the awarded firm to review, and if needed, update all deliverables listed below that were completed prior to contract termination.

B. Deliverables

Project Management

- Project Management Plan (PMP)

- Quality Management Plan (QMP)
- Project Schedule
- Draft and final meeting minutes following meetings.
- Documentation of general coordination activities.
- Files shall be correlated with survey files.

Roadway Design

- Design Assumptions Submittal
- Design Assumptions
- Typical Sections

Draft Recommendation Plan Set Submittal
- Title Sheet
- Typical Sections Sheets
- Plan Sheets with Horizontal Design
- Profile Sheets with Vertical Design
- Cross Sections
- Preliminary Right of Way and Easement Limits
- Proposed Guardrail Design if required.
- Preliminary Slope Stake lines
- Preliminary Earthwork Summary
- Preliminary Construction Cost Estimate Preliminary

65% Submittal
- Approved Draft Recommendation Plan Set
- Proposed Right-of-Way and Easements
- Cross Sections
- Updated Preliminary Construction Cost Estimate

Right of Way Plans
- Proposed Right-of-Way Plans (Right of Way Acquisition and Utility Coordination Services Needed)

90% Submittal
- Approved Right-of-Way Plans
- Cross Sections
- Estimated Construction Quantities
- Engineer's Construction Cost Estimate

100% Submittal (Final)
- Approved 90% Plans
- Cross Sections
- Estimated Construction Quantities
- Engineer's Construction Cost Estimate

Final Sealed Plans and Bid Document Submittal
- Approved 100% Plans
- Estimated Construction Quantities
- Engineer's Construction Cost Estimate
  Bid Construction Document
- Engineer’s Estimate
- Lead pre-bid meeting, prepare agenda, and provide meeting minutes.
- Address up to 3 Addenda

- Lead public bid opening, review bids, prepare certified bid tabulation, and provide recommendation for award.

Hydrological Hydraulic Services

Preliminary 60% Plan Submittal
- Drainage Design
- Preliminary Erosion and Sediment Control Design

90% Plans Submittal
- Drainage Summary Sheet & Quantities
- Erosion Control Plans to North Carolina Department of Environmental Quality (NCDEQ)

Final Sealed Plans Submittal
- Approved Erosion and Sediment Control Plans (Hydraulics)

Traffic Management and Pavement Marking Plans

- Preliminary 65% Submittal
- Staging Concept Traffic Control Phasing Notes
- 90% Submittal Traffic Control Phasing Notes
- 100% Submittal (Final)
- 100% Traffic Control Phasing Notes
- Final Sealed Plans Submittal
- Final Traffic Control Phasing Notes
- Final Pavement Marking Plans

Structure Plans

- 30% Preliminary Geotechnical Design (PGD) Plans
- 100% Stamped Plans and Specifications

Right of Way Services

- Property valuation claim report
- Final Reports on each property claim

Utility Coordination

- Utility kick-off meeting coordination
- Utility meeting minutes
- Utility relocation schedule
- Special provisions
- Utility packages
- Utility By Others (UBO) (I)

Geotechnical Services

- Foundation Recommendations Report
- National Environmental Policy Act (NEPA)
- NCDOT Type I(A) Categorical Exclusion (CE) Form (draft and final)
- Project Initiation Letter and Mailing List (draft and final)
- Landowner Notification Letter

- Design Initiation Scoping Tool (DIST) (draft and final)
- Preliminary Jurisdictional Determination/Approved Jurisdictional Determination (PJD/AJD) Package
- Natural Resources Technical Report (NRTR) (draft and final)
- Complete Streets Review Assessment and Complete Streets Project Sheet

Proposed Contract Time: One (1) year

Proposed Contract Payment Type: Lump Sum

SUBMITTAL REQUIREMENTS

All LOIs are limited to **fifteen (15) pages** (not including supplemental forms) inclusive of the cover sheet and shall be typed on 8-1/2" x 11" sheets, single-spaced, one-sided.

LOIs containing more than fifteen (15) pages will not be considered.

One (1) electronic copy of the LOI shall be submitted.

Firms submitting LOIs are encouraged to carefully check them for conformance to the requirements stated above.

SELECTION PROCESS

Following is a general description of the selection process:

- OCTS's Selection Committee will review all qualifying LOI submittals.
- OCTS's Selection Committee MAY, at OCTS's discretion, shortlist a minimum of three (3) firms to be interviewed.
- In order to be considered for selection, consultants must submit a complete response to this RFLOI prior to the specified deadlines. Failure to submit all information in a timely manner will result in disqualification.
- OCTS reserves the right to reject any or all proposals; to waive minor irregularities in the submittals; to re-advertise this RFLOI; to postpone or cancel this process at any time.

TITLE VI NONDISCRIMINATION NOTIFICATION

OCTS in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit Letters of Interest (LOIs)

in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

SMALL PROFESSIONAL SERVICE FIRM (SPSF) PARTICIPATION

The Department encourages the use of Small Professional Services Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender-neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source.

The Firm, at the time the Letter of Interest is submitted, shall submit a listing of all known SPSF firms that will participate in the performance of the identified work. The participation shall be submitted on the Department's Subconsultant Form RS-2. RS-2 forms may be accessed on the Department's website at NCDOT Connect Guidelines & Forms.

The SPSF must be qualified with the Department to perform the work for which they are listed.

PREQUALIFICATION

The Department maintains on file the qualifications and key personnel for each approved discipline, as well as any required samples of work. Each year on the anniversary date of the company, the firm shall renew their prequalified disciplines. If your firm has not renewed its application as required by your anniversary date or if your firm is not currently prequalified, please submit an application to the Department **prior to submittal of your LOI**. An application may be accessed on the Department's website at Prequalifying Private Consulting Firms -- Learn how to become Prequalified as a Private Consulting Firm with NCDOT. Having this data on file with the Department eliminates the need to resubmit this data with each letter of interest.

Professional Services Contracts are race and gender neutral and do not contain goals. However, the Respondent is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant utilization on all LOIs, contracts and supplemental agreements. The Firm, subconsultant and subfirm shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract.

DIRECTORY OF FIRMS AND DEPARTMENT ENDORSEMENT

Real-time information about firms doing business with the Department, and information regarding their prequalifications and certifications, is available in the Directory of Transportation Firms. The Directory can be accessed on the Department's website at Directory of Firms -- Complete listing of certified and prequalified firms.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm.

SELECTION CRITERIA

All prequalified firms who submit responsive letters of interest will be considered.

In selecting a firm/team, the selection committee will take into consideration qualification information including such factors as:

1. **Project Knowledge** (40 maximum points) = Past performance/Demonstrated experience, proven record of success on similar projects. Firm's experience, knowledge, and familiarity with the desired services, including sub-consultants.
2. **Experience and Qualification** (40 maximum points) = the team's experience and staff qualifications to perform type of work required, including any subconsultants.
3. **Project/Technical Approach** (20 maximum points) = the team's understanding of, and approach to accomplish objectives of the plan, including their envisioned scope for the work and any innovative ideas/approaches.

After reviewing qualifications, if firms are equal on the evaluation review, then those qualified firms with proposed SPSF participation will be given priority consideration.

SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS

The LOI should be addressed to Becca Eversole, Transportation Planning Manager, and must include the name, address, telephone number, and e-mail address of the prime consultant's contact person for this RFLOI.

The LOI must also include the information outlined below:

Chapter 1 - Introduction

The Introduction should demonstrate the consultant's overall qualifications to fulfill the requirements of the scope of work and should contain the following elements of information:

- Expression of firm's interest in the work;
- Statement of whether firm is on register;
- Date of most recent private engineering firm qualification;
- Statement regarding firm's(') possible conflict of interest for the work; and
- Summation of information contained in the letter of interest.

Chapter 2 - Team Qualifications

This chapter should elaborate on the general information presented in the introduction, to establish the credentials and experience of the consultant to undertake this type of effort. The following must be included:

1. Identify recent, similar projects the firm, acting as the prime contractor, has conducted which demonstrates its ability to conduct and manage the

project. Provide a synopsis of each project and include the date completed and contact person.

2. If subconsultants are involved, provide corresponding information describing their qualifications as requested in bullet number 1 above.

Chapter 3 - Team Experience

This chapter must provide the names, classifications, and location of the firm's North Carolina employees and resources to be assigned to the advertised work; and the professional credentials and experience of the persons assigned to the project, along with any unique qualifications of key personnel. Although standard personnel resumes may be included, identify pertinent team experience to be applied to this project. Specifically, the Department is interested in the experience, expertise, and total quality of the consultant's proposed team. If principals of the firm will not be actively involved in the study/contract/project, do not list them. The submittal shall clearly indicate the Consultant's Project Manager, other key Team Members and their qualifications for the proposed work. Also, include the team's organization chart for the Project. A Capacity Chart/Graph (available work force) should also be included. Any other pertinent information should also be listed in this section.

Note: If a project team or subconsultant encounters personnel changes, or any other changes of significance dealing with the company, the Department should be notified immediately.

Chapter 4 - Technical Approach

The consultant shall provide information on its understanding of, and approach to accomplish, this project, including their envisioned scope for the work and any innovative ideas/approaches, and a schedule to achieve the dates outlined in this RFLOI (if any project-specific dates are outlined below).

APPENDICES

CONSULTANT CERTIFICATION Form RS-2

Completed Form RS-2 forms SHALL be submitted with the firm's letter of interest. This section is limited to the number of pages required to provide the requested information.

Submit Form RS-2 forms for the following:

- **Prime Consultant firm**
  - Prime Consultant Form RS-2 (Contract Solicitations ONLY); and
- **ANY/ALL Subconsultant firms** to be, or anticipated to be, utilized by your firm.
  - Subconsultant Form RS-2 (Contract Solicitations Only)
  - In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant Form RS-2

by entering the word “None” or the number “ZERO” and signing the form.

Complete and sign each Form RS-2 (instructions are listed on the form).

The required forms are available on the Department’s website at:
https://connect.ncdot.gov/business/consultants/Pages/Guidelines-Forms.aspx

Prime Consultant Form RS-2

Subconsultant Form RS-2

ORANGE COUNTY FORMS- Completed forms SHALL be submitted with the firm’s letter of interest.

• E-Verify. HB786 imposes E-Verify requirements on contractors who enter into certain contracts with state agencies and local governments. The legislation specifically prohibits governmental units from entering into certain contracts “unless the contractor and the contractor’s subcontractors comply with the requirements of Article 2 of Chapter 64 of the General Statutes.” (Article 2 of Chapter 64 establishes North Carolina’s E-Verify requirements for private employers). It is important to note that the verification requirement applies to subcontractors as well as contractors. The new laws specifically prohibit governmental units from entering into contracts with contractors who have not (or their subs have not) complied with E-Verify requirements. Complete the attached affidavit and include it with your submittal.

• Living Wage. Orange County is committed to providing its employees with a living wage and encourages agencies to pursue the same goal. Complete the attached form and include it with your submittal.

• Complete the Non-Collusion Affidavit form and include it in your submittal.

• Complete the attached Iran Divestment Act Certification Requirements form and include with your submittal.

• Complete the attached Certification Regarding Debarment, Suspension, Ineligibility form and include with your submittal.

• Acknowledgment of receipt of any addendum

• Orange County Nondiscrimination Certification form

All submissions, correspondence, and questions concerning this RFLOI should be directed to Becca Eversole at beversole@orangecountync.gov

IF APPLICABLE, questions may be submitted electronically only to the contact above. Responses will be issued in the form of an addendum. It is important that all Firms proposing on this RFLOI periodically check the Orange County’s website https://www.orangecountync.gov/bids.aspx for any Addenda that may be issued prior the submittal deadline. Questions must be submitted to the person listed above no later than November 30, 2026. The last addendum will be issued no later than December 7, 2026.

Attached is a copy of the County's standardized contract for Services Agreement RFP/RFQ. This Agreement involves the use or expenditure of federal sourced funds. The successful firm will be required to enter into a service contract with the County.

TRADE SECRETS AND CONFIDENTIALITY
As a general rule, all submissions to the County are available to any member of the public. However, if materials qualify as provided in this section, the County will take reasonable steps to keep trade secrets confidential.

The term "trade secret" means business or technical information, including but not limited to a formula, pattern, program, device, compilation of information, method, technique, or process that: (a) derives independent actual or potential commercial value from not being generally known or readily ascertainable through independent development or reverse engineering by persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The term "record" means all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, received by the Orange County Government in connection with the candidate's proposal.

Designation of Confidential Records: If a firm intends to maintain the confidentiality of any trade secrets included in its submission, the firm must clearly mark those materials with the words "trade secrets" at the time they are first provided to the County. Materials should only be designated as trade secrets when 6 the firm has a reasonable and good faith belief that the material qualifies under the statutory definition. The firm should also make reasonable efforts to separate materials marked as trade secrets from those that are not. Any proposal content the firm considers proprietary, or a trade secret must be clearly labeled as such, with each page or section containing confidential information appropriately marked. It is the sole responsibility of the vendor to demonstrate to a court of competent jurisdiction that its designation is valid.

SUBMISSION SCHEDULE AND KEY DATES

A tentative schedule is included below for planning purposes. Once the RFLOI is released, all dates beyond the Deadline for RFLOI Submission are subject to change at the needs of the project and Orange County.

RFLOI Release – **November 18, 2026**
Deadline for Questions – **November 30, 2026**
Issue Final Addendum – **December 7, 2026**
Deadline for LOI Submission – **December 18, 2026, at 4:00 pm**

Electronic responses ONLY will be accepted for this solicitation. Firms should enter "Firm's Name **RFLOI No: 367-OC5491R: Orange Grove Road Transit Access Sidewalk Project"**: as the subject for the email. Electronic (PDF Format) responses shall be submitted by 4:00 p.m. EST on December 18, 2026. Electronic submittals shall be emailed to beversole@orangecountync.gov and finance-purchasing@orangecountync.gov by the date specified above. Responses received after this date and time listed above shall not be considered for evaluation.

Orange County reserves the right to reject any or all proposals; to waive minor irregularities in the submittals; to re-advertise this RFLOI; to postpone or cancel this process at any time.

NON-COLLUSION AFFIDAVIT

_____, being duly sworn, deposes and says that:

1. He/She is the_____of_____, the proposer that has submitted the attached proposal;

2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.

3. Such proposal is genuine and is not a collusive or sham proposal.

4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer.

_____(Seal)

_____(Title)

SUBSCRIBED AND SWORN TO BEFORE ME,
This _____Day of _____, 2026
NOTARY PUBLIC _____
My Commission Expires _____

IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S.143C-6A-5(a)

As of the date listed below, the vendor or bidder listed above is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 143-GA-4.

The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

Signature Date

Printed Name Title

Notes to persons signing this form:

N.C.G.S. 143C-6A-5(a) requires this certification for bids or contracts with the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina. The certification is required at the following times:

- When a bid is submitted
- When a contract is entered into **(if** the certification was not already made when the vendor made its bid)
- When a contract is renewed or assigned

N.C.G.S. 143C-6A-5(b) requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List.

The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTION

(To be submitted with all bids exceeding $25,000.)

(1) The prospective Applicant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The prospective Applicant also certifies by submission of this proposal that all subcontractors and suppliers (this requirement flows down to all subcontracts at all levels) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(3) Where the prospective Applicant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid or proposal.

The Applicant, _____ , certifies or affirms the truthfulness and accuracy of this statement of its certification and disclosure, if any.

DATE _____

SIGNATURE _____

NAME _____

TITLE _____

COMPANY_____

State of _____

County of _____

Subscribed and sworn to before me this___ day of _____, 2026.

Notary Public _____
My Appointment Expires _____

SUBMIT WITH PROPOSAL

ADDENDUM ACKNOWLEDGEMENT FORM

Consultants must acknowledge receipt of addendums posted by Orange County before the RFP/RFQ deadline. Please initial for Addendums received.

Addendum No 1 _____

Addendum No 2 _____

Addendum No 3 _____

SUBMIT WITH PROPOSAL

Section I:	General Government and Administration
Policy 10.0:	Living Wage Contractor Policy
Reviewed by:	County Attorney/County Manager
Approved by:	County Manager
Original Effective Date:	April 21, 2016
Revisions:	August 1, 2016

Policy Statement

It is the policy of Orange County to ensure its employees, and all individuals who provide services for Orange County, are paid a living wage.

Purpose

To encourage all vendors and contractors to pay a living wage to all employees who perform work pursuant to a contract with Orange County.

Applicability

Applies to all Orange County contracts and purchases.

Policy

10.1 Living Wage

10.1.1 Orange County is committed to providing its employees with a living wage and encourages all contractors and vendors doing business with Orange County to pursue the same goal. Orange County's living wage is as reflected in the adopted Orange County Budget and as that budget document is amended from time to time. To the extent possible, Orange County recommends that contractors and vendors seeking to do business with Orange County provide a living wage to their employees.

10.1.2 Prior to final execution of a contract with Orange County all contractors and vendors seeking to do business with Orange County shall submit to the County's representative a statement indicating whether those employees who will perform work on the Orange County contract are paid at least the living wage amount set out above. If such employees do not make at least the living wage amount set out above the contractor or vendor shall indicate in the statement, the actual amount paid to such employees. For bid projects this statement should be submitted as part of the bid packet.

This policy may be reviewed annually and updated as needed by the Manager's Office

Acknowledged Receipt by: _____

Company Name: _____

Date: _____

SUBMIT WITH PROPOSAL

STATE OF NORTH CAROLINA

AFFIDAVIT

ORANGE COUNTY

****

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

_____ (the entity bidding on project 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, 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 if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This ____ day of _____, 20__.

_____

Signature of Affiant

Print or Type Name: _____

State of North Carolina, _____ County

Signed and sworn to (or affirmed) before me, this the _____

day of _____, 20__.

My Commission Expires:

_____

Notary Public

(Affix Official/Notarial Seal)

SUBMIT WITH PROPOSAL

ORANGE COUNTY NONDISCRIMINATION CERTIFICATION

The undersigned bidder or proposer hereby certifies and agrees that the following information is correct:

1. In preparing its enclosed bid or proposal, the undersigned bidder or proposer has considered all bids and proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in discrimination as defined in Section 12-52 of the Orange County Non-discrimination Ordinance.

2. Without limiting any other remedies that Orange County may have for a false certification, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for Orange County to reject the bid or proposal submitted with this certification, and terminate any contract awarded based on such bid or proposal. It shall also subject the bidder or proposer to disqualification from participating in county contracts or bid processes for up to two years.

3. As a condition of contracting with Orange County, the undersigned bidder or proposer agrees to promptly provide to Orange County all information and documentation that may be requested by Orange County from time to time regarding the solicitation and selection of suppliers and subcontractors in connection with this solicitation process. Failure to maintain or failure to provide such information constitutes grounds for Orange County to reject the bid or proposal and to terminate, without penalty to Orange County, any contract awarded on such bid or proposal. All such information and documentation shall be maintained for a period of three years after the expiration of the contract.

4. As part of its bid or proposal, the undersigned bidder or proposer shall provide to Orange County a list of all instances within the past ten years where a complaint was filed or pending against bidder or proposer in a legal or administrative proceeding alleging that bidder or proposer discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

5. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees to comply with the Orange County Non-discrimination Ordinance. Falsification of this certification shall constitute a violation of the Orange

County Non-Discrimination Ordinance and shall be grounds for rejection of the bid or proposal or termination of an existing contract, without fault or further obligation to Orange County.

6. As a condition of submitting a bid or proposal to Orange County the undersigned bidder or proposer agrees that Orange County may consider the information submitted as part of this certification in its determination of the responsibility of the undersigned bidder or proposer. The undersigned bidder or proposer, as the case may be, waives the right to challenge the rejection of a bid or proposal when such rejection is based, in its entirety, on information submitted as part of this certification.

The bidder or proposer certifies the undersigned has full authority to sign on its behalf.

By:_____

_____
Printed Name and Title

On behalf of _____

_____
Company or Corporate name

SAMPLE - DO NOT FILL OUT

ATTACHMENT F

[Departmental Use Only]
TITLE
FY

NORTH CAROLINA

SERVICES AGREEMENT RFP/RFQ

ORANGE COUNTY

This Services Agreement (hereinafter "Agreement"), made and entered into this day of , 20 , ("Effective Date") by and between Orange County, North Carolina a political subdivision of the State of North Carolina (hereinafter, the "County") and , (hereinafter, the "Provider").

WITNESSETH:

That the County and Provider, for the consideration herein named, do hereby agree as follows:

1. Services

a. Scope of Work.

i) This Services Agreement ("Agreement") is for services to be rendered by Provider to County with respect to (*insert type of project*):

ii) By executing this Agreement, the Provider represents and agrees that Provider is qualified to perform and fully capable of performing and providing the services required or necessary under this Agreement in a fully competent, professional and timely manner.

iii) Time is of the essence with respect to this Agreement.

iv) The services to be performed under this Agreement consist of Basic Services, as described and designated in Section 3 hereof. Compensation to the Provider for Basic Services under this Agreement shall be as set forth herein.

2. Responsibilities of the Provider

a. Services to be provided. The Provider shall provide the County with all services required in Section 3 to satisfactorily complete the Project within the time limitations set forth herein and in accordance with the highest professional standards.

b. Standard of Care.

i) The Provider shall exercise reasonable care and diligence in performing services under this Agreement in accordance with the highest generally accepted standards of this type of Provider practice throughout the United States and in accordance with applicable federal, state and local laws and regulations applicable to the

performance of these services. Provider is solely responsible for the professional

quality, accuracy and timely completion and submission of all work related to the Basic Services.

ii) Provider shall be responsible for all errors or omissions of its agents, contractors, employees, or assigns in the performance of the Agreement. Provider shall correct any and all errors, omissions, discrepancies, ambiguities, mistakes or conflicts at no additional cost to the County.

iii) The Provider shall not, except as otherwise provided for in this Agreement, subcontract the performance of any work under this Agreement without prior written permission of the County. No permission for subcontracting shall create, between the County and the subcontractor, any contract or any other relationship.

iv) Provider is an independent contractor of County. Any and all employees of the Provider engaged by the Provider in the performance of any work or services required of the Provider under this Agreement, shall be considered employees or agents of the Provider only and not of the County, and any and all claims that may or might arise under any workers compensation or other law or contract on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Provider.

v) If activities related to the performance of this Agreement require specific licenses, certifications, or related credentials Provider represents that it or its employees, agents and subcontractors engaged in such activities possess such licenses, certifications, or credentials and that such licenses certifications, or credentials are current, active, and not in a state of suspension or revocation.

vi) Should this Agreement involve project designs, the construction or creation of which is to be bid out or fulfilled by other contractors, and bidding or negotiation with contractors produce prices which, when added to the other elements of the approved total project cost, produce a cost that is in excess of the approved total project cost, the Provider shall participate with the County in negotiation and design adjustments to the extent such are necessary to obtain prices within the approved total project cost. All activity of the Provider with respect to these matters shall constitute Basic Services and shall be performed by the Provider without additional compensation. If negotiation and design adjustments fail to bring costs within the total project cost the County may reject all bids and Provider will redesign or reduce portions of the project in an effort to reduce the bid prices to within the total project cost and rebid the project. One such redesign is included within Basic Services. If this second letting for bids does not produce bids that are within the approved total project cost initially or after negotiations with the contractor the cost is not reduced to an amount within the total project cost, the Provider is not obligated to engage in further redesign.

3. Basic Services

a. Basic Services.

i) The Provider shall perform as Basic Services the work and services described herein and as specified in the County's Request for Proposals or Request for Qualifications (the "RFP") "RFP Number for " " issued , 20 , and the Provider's proposal, which are fully incorporated and integrated herein by reference together with Attachments (designate all attachments). In the event a term or condition in any referenced document or attachment conflicts with a term or condition of this Agreement the term or condition in this Agreement shall control. Should such conflict arise the priority of documents shall be as follows: This Agreement, the County's RFP together with attachments, Provider's Proposal together with attachments.

ii) The Basic Services will be performed by the Provider in accordance with the following schedule: (Insert milestones task list, dates and fees. If milestones are not established mark N/A under Milestone Task 1.)

Milestone Task	Milestone Date	Milestone Fee
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

iii) Should County reasonably determine that Provider has not met the Milestone Dates established in Section 3(a)(ii), County shall notify Provider of the failure to meet the Milestone Date. The County, at its discretion may provide the Provider seven (7) days to cure the breach. County may withhold the accompanying payment without penalty until such time as Provider cures the breach. In the alternative, upon Provider's failure to meet any Milestone Date the County may modify the Milestone Date schedule. Should Provider or its representatives fail to cure the breach within seven (7) days, or fail to reasonably agree to such modified schedule, County may immediately terminate this Agreement in writing, without penalty or incurring further obligation to Provider. This section shall not be interpreted to limit the definition of breach to the failure to meet Milestone Dates.

4. Duration of Services

a. Term. The term of this Agreement shall be from to .

b. Scheduling of Services

i) The Provider shall schedule and perform its activities in a timely manner so as to meet the Milestone Dates listed in Section 3.

ii) Should the County determine that the Provider is behind schedule, it may require the Provider to expedite and accelerate its efforts, including providing additional resources and working overtime, as necessary, to perform its services in accordance with the approved project schedule at no additional cost to the County.

iii) The Commencement Date for the Provider's Basic Services shall be .

5. Compensation

a. Compensation for Basic Services. Compensation for Basic Services shall include all compensation due the Provider from the County for all services satisfactorily (as determined by the County) performed pursuant to this Agreement. The maximum amount payable for Basic Services is Dollars ($). In the event the amount stated on an invoice is disputed by the County, the County may withhold payment of all or a portion of the amount stated on an invoice until the parties resolve the dispute. Payment for Basic Services shall become due and payable in direct proportion to satisfactory services performed and work accomplished. Payments will be made as Project milestones as set out in Section 3(a)(ii) are achieved up to the corresponding milestone fee. (*For example, Provider may invoice for the amount listed as the milestone fee corresponding to the first milestone task upon County's acknowledgement of the satisfactory completion of Task one. Upon the County's acknowledgement that the second Task has been satisfactorily completed Provider may invoice for that corresponding milestone fee*.) Milestone fees shall be the maximum amount payable for its corresponding milestone task which shall not be altered except by written amendment.

b. Additional Services. County shall not be responsible for costs related to any services in addition to the Basic Services performed by Provider unless County requests such additional services in writing and such additional services are evidenced by a written amendment to this Agreement.

6. Responsibilities of the County

a. Cooperation and Coordination. The County has designated ( ) to act as the County's representative with respect to the Project who shall have the authority to render decisions within guidelines established by the County Manager or the County Board of Commissioners and who shall be available during working hours as often as may be reasonably required to render decisions and to furnish information.

7. Insurance

a. General Requirements. Provider shall obtain, at its sole expense, Commercial General Liability Insurance, Automobile Insurance, Workers' Compensation Insurance, and any additional insurance as may be required by County's Risk Manager as such insurance requirements are described in the Orange County Risk Transfer Policy and Orange County Minimum Insurance Coverage Requirements (each document is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) If

County's Risk Manager determines additional insurance coverage is required such additional insurance shall consist of (if no additional insurance required mark N/A as being not applicable). Provider shall not commence work until such insurance is in effect and certification thereof has been received by the County's Risk Manager.

8. Indemnity

a. Indemnity. To the extent authorized by North Carolina law the Provider agrees, without limitation, to defend, indemnify and hold harmless the County from all loss, liability, claims or expense, including attorney's fees, arising out of or related to the Project and arising from property damage or bodily injury including death to any person or persons caused in whole or in part by the negligence or misconduct of the Provider except to the extent same are caused by the negligence or willful misconduct of the County. It is the intent of this provision to require the Provider to indemnify the County to the fullest extent permitted under North Carolina law.

9. Amendments to the Agreement

a. Changes in Basic Services. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the County and the Provider. The Provider shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the County.

10. Termination

a. Termination for Convenience of the County. This Agreement may be terminated without cause by the County and for its convenience upon seven (7) days prior written notice to the Provider.

b. Other Termination. The Provider may terminate this Agreement based upon the County's material breach of this Agreement; provided, the County has not taken all reasonable actions to remedy the breach. The Provider shall give the County seven (7) days' prior written notice of its intent to terminate this Agreement for cause. Either party may terminate this Agreement upon notice to the other party that obligations pursuant to this Agreement are made impractical due to declarations of emergency by Orange County or by North Carolina due to events directly impacting Orange County. Both parties shall remain responsible for all payment and performance due up to the receipt of such notice, but shall have no further obligation or responsibility beyond that date provided the terminating party has taken all reasonable steps to complete the performance of its obligations.

c. Compensation After Termination.

i) In the event of termination, the Provider shall be paid that portion of the fees and expenses that it has earned to the date of termination, less any costs or expenses incurred or anticipated to be incurred by the County due to errors or omissions of the Provider. Upon request of the County, the Provider shall submit to County all

relevant documentation, including but not limited to, job cost records, to support its claims for final compensation.

ii) Should this Agreement be terminated, the Provider shall deliver to the County within seven (7) days, at no additional cost, all deliverables including any electronic data or files relating to the Project.

d. Waiver. The payment of any sums by the County under this Agreement or the failure of the County to require compliance by the Provider with any provisions of this Agreement or the waiver by the County of any breach of this Agreement shall not constitute a waiver of any claim for damages by the County for any breach of this Agreement or a waiver of any other required compliance with this Agreement.

e. Suspension. County may suspend the Basic Services and this Agreement at any time for County's convenience and without penalty to County upon three (3) days' notice to Provider. Upon any suspension by County, Provider shall discontinue the Basic Services and shall not resume the Basic Services until notified to proceed by County.

11. Additional Provisions

a. Limitation and Assignment. The County and the Provider each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the County nor the Provider shall assign or transfer its interest in this Agreement without the written consent of the other.

b. Governing Law. This Agreement and the duties, responsibilities, obligations and rights of respective parties hereunder shall be governed by the laws of the State of North Carolina.

c. Compliance with Laws. Provider shall at all times remain in compliance with all applicable local, state, and federal laws, rules, and regulations including but not limited to all state and federal anti-discrimination laws, policies, rules, and regulations and the Orange County Non-Discrimination Policy and Orange County Living Wage Policy (each Orange County policy is incorporated herein by reference and may be viewed at http://www.orangecountync.gov/departments/purchasing_division/contracts.php.) Any violation of this requirement is a breach of this Agreement and County may immediately terminate this Agreement without further obligation on the part of the County. This paragraph is not intended to limit and does not limit the definition of breach to discrimination. By executing this Agreement Provider affirms that Provider and any subcontractors of Provider are and shall remain in compliance with Article 2 of Chapter 64 of the North Carolina General Statutes. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.58. By executing this Agreement Provider certifies that Provider has not been identified, and has not utilized the services of any agent or subcontractor identified, on the list created by the State Treasurer pursuant to G.S. 147-86.81.

d. Dispute Resolution. Any and all suits or actions to enforce, interpret or seek damages with respect to any provision of, or the performance or non-performance of, this

Agreement shall be brought in the General Court of Justice of North Carolina sitting in Orange County, North Carolina. It is agreed by the parties that no other court shall have jurisdiction or venue with respect to such suits or actions. Binding arbitration may not be initiated by either Party, however, the Parties may agree to nonbinding mediation of any dispute prior to the bringing of a suit or action.

e. Entire Agreement. This Agreement, together with the RFP and its attachments and the Proposal and its attachments, represents the entire and integrated agreement between the County and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Modifications may be evidenced by facsimile signatures.

f. Severability. If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be valid and binding upon the Parties.

g. Ownership of Work Product. Should Provider's performance of this Agreement generate documents, items or things that are specific to this Project such documents, items or things shall become the property of the County and may be used on any other project without additional compensation to the Provider. The use of the documents, items or things by the County or by any person or entity for any purpose other than the Project as set forth in this Agreement shall be at the full risk of the County.

h. No n-Appropriation and Government Action. Provider acknowledges that County is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable or not appropriated for the performance of County's obligations under this Agreement, then this Agreement shall automatically expire without penalty to County immediately upon written notice to Provider of the unavailability or non-appropriation of public funds. It is expressly agreed that County shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement.

In the event of a change in the County's statutory authority, mandate or mandated functions, by state or federal legislative or regulatory action, which adversely affects County's authority to continue its obligations under this Agreement, then this Agreement shall automatically terminate without penalty to County upon written notice to Provider of such limitation or change in County's legal authority.

i. Signatures. This Agreement together with any amendments or modifications may be executed electronically. All electronic signatures affixed hereto evidence the consent of the Parties to utilize electronic signatures and the intent of the Parties to comply with Article 11A and Article 40 of North Carolina General Statute Chapter 66.

j. Notices. Any notice required by this Agreement shall be in writing and delivered by certified or registered mail, return receipt requested to the following:

Orange County
Attention:
P.O. Box 8181
Hillsborough, NC 27278

Provider's Name & Address

IN WITNESS WHEREOF, the Parties, by and through their authorized agents, have hereunder set their hands and seal, all as of the day and year first above written.

ORANGE COUNTY:

By: _____

PROVIDER:

By: _____

Printed Name and Title

ORANGE COUNTY—INTERNAL USE ONLY

Finance Information

Vendor Name: _____ Vendor Contact Person: _____ Phone: _____ Address: _____ City _____ State: _____
Zip: _____ Department: _____ Amount: _____ Purpose: _____ Budget Code(s): _____ Vendor # _____
Vendor Status with NCSOS:_____Vendor is a BOCC consultant: ☐Yes ☐ No

Contract Details

Contract Type: ☐ New ☐ Amendment (Original Contract: _____) (Most Recent Amendment _____)
Effective Date _____End Date _____Notice Date _____(Notice Purpose _____)

Award

☐ Approved by Board (Agenda Date: _____); ☐ Made or Administered by _____

Signature Authority

- ☐ BOCC Express Delegation (Agenda Date: _____)
- Policy 9.4: ☐Under $5,000; ☐ Service Under $90,000; ☐ Construction Under $250,000
- ☐ Budget Policy Section XV (Capital Improvement Project: _____)

Bidding

☐ Informal Bidding ($30k-$90k); ☐ Formal RFP ($90k+); ☐ Other (<$30k); ☐ Exception(#_____)

Department Affirmation

☐ This agreement is approved as to technical form and content and I as Department Director affirmatively state work on this project has not been initiated prior to execution of the agreement.
☐ This agreement is approved as to technical form and content. Services related to this agreement have already begun or been completed. Description of the nature of the emergency condition that was addressed:

Department Director's Signature _____Date: _____

Information Technologies

This agreement has been reviewed and is approved as to information technology content and specifications:

Office of the Chief Information Officer_____Date: _____
☐ *Inapplicable because no hardware/software purchases or related services*

Risk Management

This agreement is approved for sufficiency of insurance standards, specifications, and requirements:

Office of the Risk Management Officer_____Date: _____

Financial Services

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Office of the Chief Financial Officer _____Date: _____

Legal Services

This agreement is approved as to legal form and sufficiency:

Office of the County Attorney _____Date: _____

Clerk to the Board

All Docusign contracts must be copied to the Clerk upon completion: occlerkdocs@orangecountync.gov
The following signature block is for hard copies only and is not required for Docusign contracts:
Received for record retention:
Office of the Clerk to the Board _____Date:_____

Transportation

PAT McCRORY
Governor

NICHOLAS J. TENNYSON
Secretary

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

NCDOT is providing the following list of contract provisions (as noted by the US Code or the Code of Federal Regulations) that should be included in all contracts or subcontracts that include federal funding.

- Title 2 CFR 200 is the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and is applicable government-wide to any contract with Federal Funding. Appendix II contains a list of contract provisions that should be included in contracts.
- Title 23 CFR 172 is the *Procurement, Management, and Administration of Engineering and Design Related Services*, subject to the provisions of 23 USC 112(a) – related to construction. Contract provisions that are not already included in 2 CFR 200, are listed below. These should be included in all professional engineering contracts.
- Construction Contracts, funded under Title 23 of the US Code (Federal-aid Highway Program), have specific required contract provisions. Resources to build the contract proposal and include appropriate provisions are listed below.

IMPORTANT: It is the Local Government Agency responsibility to ensure all provisions are included in relevant contracts, in which federal funds are participating. You may need to consult with your legal representative or contracts office to ensure your contracts are in compliance.

ALL CONTRACTS AND SUB-CONTRACTS WITH FEDERAL FUNDS

Pursuant to Title 2 Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, **the following list of contract provisions should be incorporated into every sub-recipient contract, if federal funds will be used on the contract**. Please note applicability requirements.

2 CFR 200, Appendix II
https://www.gpo.gov/fdsys/pkg/CFR-2014-title2-vol1/xml/CFR-2014-title2-vol1-part200-appII.xml

(A) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

State of North Carolina | Department of Transportation | Transportation Program Management Unit
1020 Birch Ridge Drive | 1595 Mail Service Center | Raleigh, NC 27699-1595
919 707 6600 T | 919 212 5711 F

(C) 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 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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."

(D) 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 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.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the 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 purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. 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 issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—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).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System 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." The Excluded Parties List System in SAM 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.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier 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.

(K) See §200.322 Procurement of recovered materials.

PROFESSIONAL SERVICES CONTRACTS

Pursuant to Title 23 CFR 172, *Procurement, Management, and Administration of Engineering and Design Related Services*, the following contract provisions should be included, either by reference or by physical incorporation into the language of each contractor or subcontract, as applicable. Provisions that are **not** already noted in 2 CFR 200 are in **bold.**

(i) Administrative, contractual, or legal remedies in instances where consultants violate or breach contract terms and conditions, and provide for such sanctions and penalties as may be appropriate;

(ii) Notice of contracting agency requirements and regulations pertaining to reporting;

(iii) Contracting agency requirements and regulations pertaining to copyrights and rights in data;

(iv) Access by recipient, the subrecipient, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the consultant which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions;

(v) Retention of all required records for not less than 3 years after the contracting agency makes final payment and all other pending matters are closed;

(vi) Standard DOT Title VI Assurances (DOT Order 1050.2);

(vii) Disadvantaged Business Enterprise (DBE) assurance, as specified in 49 CFR 26.13(b);

(viii) Prompt pay requirements, as specified in 49 CFR 26.29;

(ix) Determination of allowable costs in accordance with the Federal cost principles;

(x) Contracting agency requirements pertaining to consultant errors and omissions;

(xi) Contracting agency requirements pertaining to conflicts of interest, as specified in 23 CFR 1.33 and the requirements of this part; and

(xii) A provision for termination for cause and termination for convenience by the contracting agency including the manner by which it will be effected and the basis for settlement.

(xiii) All contracts and subcontracts exceeding $100,000 shall contain, either by reference or by physical incorporation into the language of each contract, a provision for lobbying certification and disclosure, as specified in 49 CFR part 20.

CONSTRUCTION CONTRACTS

NCDOT has developed guidance to help Local Government Agencies build a contract proposal for highway construction projects that complies with applicable federal and state requirements. LGAs should reference this website first for assistance and direction on developing contract documents:

https://connect.ncdot.gov/municipalities/Pages/Bid-Proposals-for-LGA.aspx

For other non-highway construction or service contracts, please reference FHWA's Contract Provision matrix, noting applicability requirements:
http://www.fhwa.dot.gov/construction/contracts/provisions.cfm

EXHIBIT B

Uniform Guidance Contract Clauses for Federal Funding (UGCCFF)

(A) Cumulative Nature of These Clauses; Conflicts with Other Clauses. It is intended that the clauses in this document, Uniform Guidance Contract Clauses for Federal Funding ("UGCCFF"), are to be in addition to other clauses in this contract. The clauses in this UGCCFF will control in case of conflict with other clauses in this contract except for those additional clauses, if any, provided in this contract at the direction of the federal awarding agency or pass-through agency; clauses provided by such direction will control over this UGCCFF. A termination for cause clause elsewhere in this contract (not in this UGCCFF) will control over the termination for cause clause in this UGCCFF.

(B) Termination.

(1) Termination for Cause; Default. Each of the following is included as an example of a default by the contractor under this contract:

(i) The contractor made a false statement or omitted information in the proposal or bid, such that if the City had known of its falsity or of the facts before contract award, there would have been a reasonable possibility that the City would not have made the award to the contractor;

(ii) The contractor fails to observe or perform one or more of its contractual duties, and the failure continues 15 days after the City gives written notice describing the failure in reasonable detail; however, if failure requires performance that cannot by its nature be completed within such 15-day period, the failure does not constitute a default for purposes of this subsection "ii" as long as the contractor begins curing the failure to perform one or more of its contractual duties before or during the 15-day period and diligently and continuously carries out the cure to completion;

(iii) The contractor files a voluntary petition in bankruptcy or is adjudicated a bankrupt or insolvent, or files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy act or any other applicable laws, or seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the contractor, the contractor's interest in this contract, or of any substantial part of its property;

(iv) A proceeding against the contractor seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the federal bankruptcy act or any other applicable law is not dismissed within 60 days after its commencement;

(v) A trustee, receiver, or liquidator of the contractor, the contractor's interest in this contract, or of any substantial part of its property, is appointed, and the appointment is not vacated or stayed within 30 days; or

(vi) A levy under execution or attachment is made against the contractor or any of its property and the execution or attachment is not vacated or removed by court order, bonding, or otherwise within 60 days.

(2) Termination for Cause; City's Remedies on Default. Upon the contractor's default, the City is entitled to all remedies lawfully available, including all of the following to the extent they are applicable:

(i) The City may proceed with remedies available under any performance bond, letter of credit, or other security.

(ii) The City may proceed with legal action, including obtaining damages and specific

performance.

(iii) The City may give written notice stating that the contract or the services of the contractor shall terminate on the date described in such notice. Such termination shall not be deemed to impliedly renounce, discharge, or waive any remedy, including claims in damages for breach.

(3) Termination for Convenience ("TFC").

(i) Procedure. Without limiting any party's right to terminate for breach, the parties agree that the City may, without cause, and in its discretion, terminate this contract for convenience by giving the Contractor written notice that refers to this section. TFC shall be effective at the time indicated in the notice.

(ii) Obligations. Upon TFC, all obligations that are still executory on both sides are discharged except that any right based on prior breach or performance survives, and the indemnification provisions and the section of this contract titled Trade Secrets and Confidentiality, if any, shall remain in force. At the time of TFC or as soon afterwards as is practical, the Contractor shall give the City all Work, including partly completed Work. In case of TFC, the Contractor shall follow the City's instructions as to which subcontracts to terminate.

(iii) Payment. The City shall pay the Contractor an equitable amount for the costs and charges that accrue because of the City's decisions with respect to the subcontracts, but that amount will exclude profit for the Contractor. Within 30 days of the Contractor's receipt of notice of TFC, the City shall pay the Contractor one hundred dollars ($100) as a TFC fee. The City shall pay the Contractor for all Work performed up to the termination date indicated in the TFC notice, except to the extent Work has been paid for previously. Work shall be paid for in accordance with the method (unit prices, hourly fees, etc.) to be used for payment had the Work been completed, except to the extent it would be inequitable to either party. If Work was to be paid for on a lump-sum basis, the City shall pay the part of the lump sum that reflects the percentage of completion attained for that Work. The Contractor shall not be entitled to any payment because of TFC except as stated in this section, whether on the basis of overhead, profit, damages, other economic loss, or otherwise.

Note on subsections (C) – (Q). In subsections (C) – (Q) below, where an obligation must be imposed on any subcontractors, changes in language may be made in the subcontract as shall be appropriate to properly identify the parties and their obligations.

(C) Equal Employment Opportunity. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. **Nondiscrimination**. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FEDERAL AWARDING AGENCY may issue.

2. **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq*., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal

Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL AWARDING AGENCY may issue.

3. **Age.** In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq*., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL AWARDING AGENCY may issue.

4. **Disabilities**. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq*., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq*., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FEDERAL AWARDING AGENCY may issue.

(D) **Davis Bacon Act and Copeland Anti-Kickback Act**. (1) If this contract is a prime construction contract in excess of $2,000, and if federal program legislation requires 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,") this Davis Bacon Act and Copeland Anti-Kickback Act clause applies to this contract. (2) In accordance with the statute, the contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in the wage determination made by the Secretary of Labor. In addition, the contractor is required to pay wages not less than once a week. By signing this contract, the contractor accepts the wage determination. (3) The contractor must comply 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 shall not induce, 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.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If this contract is in excess of $100,000 and involves the employment of mechanics or laborers, the contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). If the Act, as supplemented by said regulations applies to this contract, then under 40 U.S.C. 3702 of the Act, the contractor is 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 purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor 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 this clause in the sum of $10 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 this clause.
The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

(F) Contract Work Hours and Safety Standards for Awards Not Involving Construction
The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 *et seq*., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) 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.
Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the Federal Awarding Agency and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

(G) Rights to Inventions Made Under a Contract or Agreement. If the Federal award applicable to this contract meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the 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 issued by the awarding agency.

(H) Clean Air Act and the Federal Water Pollution Control Act, as amended. If this contract or the subgrant is in excess of $150,000, the contractor shall 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 Contractor agrees: 1)

It will not use any violating facilities; 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;" 3) It will report violations of use of prohibited facilities to the Federal Awarding Agency; and 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

(I) Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide 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 contractor and subcontractors of all tiers shall include the substance of this section in every subcontract so that it will be binding upon subcontractors of all tiers, with a clause requiring subcontractors of all tiers to include the substance of this section in every lower tier subcontracts. The contractor shall be responsible for compliance by subcontractors of all tiers with the substance of this section.

(J) Byrd Anti-Lobbying Amendment, **CONTAINING CERTIFICATION BY CONTRACTOR AND SUBCONTRACTORS OF ALL TIERS**. Unless this is a contract for which such certifications are not required by 31 U.S.C. 1352 (the Byrd Anti-Lobbying Amendment) or 2 CFR 200 Appendix II, every contractor and subcontractor of every tier certifies, by signing a contract containing this section, to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also immediately disclose to the City of Durham any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. If requested by the City, each tier shall promptly complete, sign under oath, and return to the City the forms the City will provide regarding the tier's lobbying or the tier's use or non-use of Federal funds relevant to this paragraph. Such disclosures are forwarded from tier to tier up to the non-Federal award. The contractor and subcontractors of all tiers shall include the substance of this section in every subcontract so that it will be binding upon subcontractors of all tiers, with a clause requiring subcontractors of all tiers to include the substance of this section in every lower tier subcontract. The contractor shall be responsible for compliance by subcontractors of all tiers with the substance of this section.

(K) Procurement of Recovered Materials. The contractor 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 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.

(L) Access to Records and Reports; Retention of Records

(1) The contractor agrees to permit, and require its subcontractors to permit, the granting federal agency, and the Comptroller General of the United States, and, to the extent appropriate, the State of North Carolina, the City or their authorized representatives, upon their request to inspect all project work records, documents, papers, materials, payrolls, and other data, and to audit the books, records, and accounts of the contractor and its subcontractors pertaining to the project.

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

(4) The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three (3) years after that the City makes final payment and all other pending matters are closed, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until the Comptroller General, granting federal agency, state agency, City or any of their duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto.

(M) Bond Requirements. Contracts or subcontracts for construction or facility improvement exceeding the Simplified Acquisition Threshold set by the Federal Acquisition Regulation (FAR) at 48 CFR part 2, subpart 2.1, shall be subject to the bidding and bid, performance and payment bonding requirements of N.C. Gen. Statute § 143-129 *et seq*. and Article 3 of Chapter 44A (N.C.G.S. 44A-25 *et seq.*). of

(N) Domestic Preference. The Contractor 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). The requirements of this section must be included in all subcontracts including all contracts and purchase orders for work or products under this agreement. (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 coatings, 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.

(O) Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. Contractor and subcontractor must comply with 2 C.F.R 200.216 which prohibits the obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract to procure or obtain equipment, services, or systems that uses equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Video surveillance and telecommunications equipment produced by Hytera Communications corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, or any entity that the Secretary of Defense reasonably believes to be an entity owned or controlled by, or connected to, the government of a covered foreign country are also prohibited.

(P) Equal Opportunity/Disadvantaged Business Program Compliance. Unless the conditions of the federal funding for this contract require compliance with federal contracting with small and minority businesses, women's business enterprises, and/or labor surplus area firms, the Contractor shall comply with those contract clauses referencing the City's Equal Business Opportunities Ordinance.

(Q) Conflict of Interest. Contractor shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts in conformance with 2 CFR 200.318(c). Contractor shall immediately disclose in writing to City any potential conflict of interest affecting the awarded funds in accordance with 2 CFR 200.112. The contractor shall comply with all applicable conflicts of interest laws including N.C.G.S. § 133-32 and 23 C.F.R. § 1.33.

The contractor does hereby certify that it has not entered into and, during the lifetime of the contract, will not enter into any agreement with a third-party affording the contractor, or any subcontractors that they may hire, with any direct or indirect financial interest in the outcome of the project, except with regard to the project development, human and natural environmental and/or engineering services associated with this contract.

(i) Pursuant to N.C.G.S. § 133-1, the contractor will not knowingly specify building materials, equipment, or other items that are manufactured, sold or distributed by any firm or corporation in which the designer has a financial interest.

(ii) Pursuant to N.C.G.S. § 133-2, the contractor will not employ or allow manufacturers or their representatives or agents to write, plan, draw, or make specifications for such public works.

(iii) The contractor does hereby certify that it does not have any potential conflict of interest with any entity involved with the project. Any potential conflict of interest shall be disclosed immediately to the City.

(R) Determination of allowable costs in accordance with the Federal cost principles. The contractor agrees to comply with established principles and standards for determining costs incurred under the contract pursuant to the cost principles established for state and local governments pursuant to OMB Circular A-87 Revised.

(**End of Uniform Guidance Contract Clauses for Federal Funding**)