

VILLAGE OF CLEMMONS

REQUEST for LETTERS of INTEREST (RFLOI)

THE VILLAGE OF CLEMMONS DESIRES TO ENGAGE QUALIFIED PRIVATE ENGINEERING AND INSPECTION SERVICES (CEI) FOR CONTRACT CONSTRUCTION PROJECT(S).

**TITLE: Village of Clemmons Drainage Improvement ARPA Projects:
Tangle Brook Trail Stream Restoration and Drainage Improvement Project # 21-01 Springside Drive Stream
Restoration and Drainage Improvement Project # 21-02
Construction Engineering and Inspection (CEI) Services**

ISSUE DATE: January 24th, 2022

SUBMITTAL DEADLINE: February 7th, 2022

ISSUING AGENCY: Village of Clemmons

SYNOPSIS

SUBCONSULTANTS ARE PERMITTED UNDER THIS CONTRACT.

This contract shall be paid for using American Rescue Plan Act (ARPA) funds. The solicitation, selection, and negotiation of a contract shall be conducted in accordance with all ARPA requirements and guidelines.

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

Provide construction engineering and inspections services (CEI) for ARPA funded Drainage Improvement projects throughout the Village of Clemmons. The construction contract(s) shall be posted on the Village of Clemmons website, and advertised publicly. A link to obtain a copy of the Bid documents and plans can be found on the Village of Clemmons website (<https://www.clemmons.org/Bids.aspx>). The estimated project(s) have varying cost(s) and will be funded with ARPA funds.

The Private Engineering Firm (PEF) will be responsible for reviewing the project scope found at the above website and reference in the title of this document and providing engineers and technicians with the appropriate skills and qualification to ensure contract compliance for the project(s). The PEF will be directly responsible for the oversight of the project(s) for the Village of Clemmons. The PEF shall indemnify and save harmless the Village for claims and liabilities resulting from negligence, errors or omissions of the PEF, including, but not limited to, the engineers, technicians or subconsultants.

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

LOIs SHALL be received **electronically, by mail, or hand delivery, no later than 10:00 am, February 7th, 2022.**

The address for electronic deliveries is: WKimbrell@clemmons.org

The address for mailings is:

**Village of Clemmons Stormwater Department
3800 Dillon Industrial Drive
Clemmons, NC 27012**

The address for hand-deliveries is:

**Village of Clemmons Stormwater Department
3800 Dillon Industrial Drive
Clemmons, NC 27012**

LOIs received after this deadline will not be considered.

Any firm proposing to provide services must include a statement that their company and any subconsultants/subsidiaries are properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and/or the NC Board for Licensing of Geologists, and in positive standing and without any disciplinary actions on record. 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

The **Village of Clemmons** is soliciting proposals for the services of a firm/team for the following contract scope of work:

Village of Clemmons desires to engage qualified private engineering firms to provide construction engineering and inspections services (CEI) for ARPA Drainage Improvement Project(s) that include culvert replacements, stream restoration/construction, utility relocation(s), grading and stabilization, etc.

Any Improvements inside road right of way and within public easement must comply with NCDOT Standards as referenced below, however this project is not a NCDOT project. No reports will be filed with NCDOT. The Davis-Bacon Act does not apply to ARPA funds, however please reference "Compliance with Contract Work Hours and Safety Standards Act in the Federal Provisions. You are welcome to use NCDOT forms if you are familiar with them, but they will be filed with the Village Engineer.

Services required includes, but not limited to inspections, inspections reports, material test reports, materials certification, documentation of quantities, project diaries, and some labor information.

NCDOT Standards may be accessed at

<https://connect.ncdot.gov/projects/construction/pages/construction-manual.aspx>

The PEF shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with the NCDOT procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing, The PEF shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

PROPOSED CONTRACT TIME: 12 Months

PROPOSED COST: NEGOTIATED UPON SELECTION OF BEST QUALIFIED FIRM

SUBMITTAL REQUIREMENTS

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

Fold out pages are not allowed.

LOIs containing more than 15 pages will not be considered. The submittal package should include the proposal in PDF format sent via email

Firms submitting LOIs are encouraged to carefully check them for conformance to the requirements stated above. If LOIs do not meet ALL of these requirements they will be disqualified. No exception will be granted.

SELECTION PROCESS

Following is a general description of the selection process:

- The Village of Clemmons will review all qualifying LOI submittals.
- The Village of Clemmons may short list a number of firms to be interviewed. IF applicable, dates of shortlisting and dates of interviews will be communicated as soon as practical.
- 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.

TITLE VI NONDISCRIMINATION NOTIFICATION

The LGA 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 Village Information Form.

PREQUALIFICATION

The firm cannot be on SAM.gov debarred list.

All licensed professionals must be in good standing with their licensing boards.

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 sub firm shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract.

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. **15%** = Firm's experience, knowledge, familiarity and past performance with similar federally funded municipal CEI projects.
2. **25%** = The experience of the firm's proposed staff to perform the type of work required.
3. **20%** = Firm's understanding of the project specific issues and their responsibility in delivering the services for the advertised project.
4. **20%** = Firm's ability to meet established budgets and schedules.
5. **20%** = Firm's prior related experience with the Village of Clemmons and NCDOT review.

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 Wes Kimbrell; Village Engineer 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;
- 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 Village of Clemmons 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 his/her qualifications for the proposed work. Also, include the team's organization chart for the Project / Plan. 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 Village of Clemmons 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).

Please complete the forms in Appendix A

All submissions, correspondence, and questions concerning this RFLOI should be directed to **Wes Kimbrell** at **WKimbrell@clemmons.org**.

IF APPLICABLE, questions may be submitted electronically only, to the contact above. Responses will be issued in the form of an addendum available to all interested parties. Interested parties should also send a request, by email only, to the person listed above to be placed on a public correspondence list to ensure future updates regarding the RFLOI or other project information can be conveyed. Questions must be submitted to the person listed above no later than **January 31st, 2022**. The last addendum will be issued no later than **February 2nd, 2022**.

SUBMISSION SCHEDULE AND KEY DATES

RFLOI Release – **January 24, 2022**.

Deadline for Questions – **January 31, 2022**

Issue Final Addendum – **February 2, 2022**

Deadline for LOI Submission – **February 7, 2022**

Shortlist Announced * - **February 11, 2022**

Interviews - the week of – **February 14, 2022**

Firm Selection and Notification ** - **February 18, 2022**

Anticipated Notice to Proceed*** – **March 1, 2022**

* Notification will **ONLY** be sent to shortlisted firms.

** Notification will **ONLY** be sent to selected firms.

*** Notice pending council approval.

FEDERALLY REQUIRED CONTRACT CLAUSES

Any contract(s) that may result from this bid for construction will be funded by a federal grant; therefore “Contracts funded with federal grant funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance.

No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

FEDERAL TERMS AND CONDITIONS: The Parties shall comply with all applicable federal laws and regulations that govern this agreement, without limitation and including federal provisions pursuant to 2 C.F.R. § 200.326 and 2 C.F.R Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60; Copeland “AntiKickback” Act (40 U.S.C. 3145; Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 US.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387; Debarment and Suspension (Executive Orders 12549 and 12689; Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Material (2 C.F.R. § 200.322); and Record Retention Requirements (2 CRF § 200.324). In addition to printed PO Terms & Conditions and the ability to terminate due to cause/ convenience.

The following contract provisions are required under the Uniform Guidance, 2 C.F.R Part 200.317-200.327 and Appendix II

Termination For Performance and Default:

If, though any cause, Contractor shall fail to fulfill in timely and proper manner the obligations under The Contract, the Village shall have the right to terminate The Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event any or all finished or unfinished deliverable items under The Contract prepared by the Contractor shall, at the option of the Village, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the option is exercised. Notwithstanding, Contractor shall not be relieved of liability to the Village for damages sustained by the Village by virtue of any breach of The Contract, and The Village may withhold any payment due the Contractor for the purpose of set off until such time as the exact amount of damages due the Village from such breach can be determined. The Village reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the Village.

In the event of default by the Contractor, the Village may procure the goods and services necessary to complete performance hereunder from other sources and hold the Contractor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under The Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgement of bankruptcy by or against the Vendor, the Village may immediately cease doing business with the Vendor immediately terminate THE Contract for cause, and may take action to debar the Vendor from doing future business with the Village.

Termination for Convenience:

If this contract contemplates deliveries or performance over a period of time, the Village may, for any reason within its sole discretion, terminate this contract at any time by providing 60 days' notice in writing from the Village to the Contractor. In that event, any or all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the Village, become its property. If the contract is terminated by the Village as provide in this section, the Village shall pay for those Items for which such option is exercised, less any payment or compensation previously made.

Geographic Restrictions

The contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statue, such as in the acquisition of management, architectural and engineering services provided a sufficient number of qualified firms are eligible to compete for the third-party contract.

Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity, in accordance with the following authorities; Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504). Public Law 93-112,

As amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title 1X), 20 U.S.C.1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

Equal Employment Opportunity:

The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, 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 CFR Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. 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, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 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.
3. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of

the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities.

Disadvantaged Business Enterprises (DBE):

To the extent authorized by applicable federal laws, regulations, or requirements, the Recipient agrees to facilitate, and assures that each Third-Party Participant will facilitate, participation by small business enterprises owned and controlled by socially and economically disadvantaged individuals, also referred to as "Disadvantaged Business Enterprises" (DBEs), in the Underlying Agreement as follows:

1. Small Business Act of 1953 and implemented in regulation at FAR 19.201(a) and follow the policy of the Treasury Department to provide maximum practicable opportunities in its acquisitions to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
2. The following applies to this contract:
 - a. The contract is subject to the Small Business Act of 1953 and implemented in regulation FAR 19.201 (a).
 - b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Village of Clemmons deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph.
 - c. The successful bidder will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
 - d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the Village of Clemmons. In addition, the contractor may not withhold retainage from its subcontractors.
 - e. The contractor must promptly notify the Village of Clemmons whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make a good faith effort to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Village of Clemmons.

Compliance with the Copeland "Anti-Kickback" Act

- a. Contractor. The contractor shall comply with 18 U.S.C § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. part 3 as may be applicable.
"Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employee in the construction, prosecution, completion or public building, public work, or building or work financed in whole or part by loans and grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both."
- b. Subcontracts. The contractor or subcontractor shall insert in the subcontracts the clause above. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Compliance with the Contract Work Hours and Safety Standards Act:

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in (1) of this section the contractor and any subcontractor responsible therefore shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Village of Clemmons shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph 1-3 of 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 for in paragraphs 1 through 4 of this section

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Village of Clemmons and understands and agrees that the Village of Clemmons will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontractor exceeding \$150,000 financed in whole or in part with Federal assistance provided by American Rescue Plan Act.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Village of Clemmons and understands and agrees that the Village of Clemmons will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or part with Federal assistance provided by American Rescue Plan Act.

Procurement of Recovered Materials

1. In the performance of this contract, the Contractor shall make use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>
3. The contractor also agrees to comply with all other applicable requirement so Section 6002 of the Solid Waste Disposal Act.

Access to Records

1. The Contractor agrees to provide the Village of Clemmons, State of North Carolina, the US Treasury, Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
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.
3. The Contractor agrees to provide, the Village of Clemmons, US Treasury or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the Village of Clemmons and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the US Treasury or the Comptroller General of the United States.

Domestic Preference Clause

As appropriate, and to the extent consistent with law, 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). – For purposes of this clause, (i) “produced in the United States” means iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) “manufactured products” means items and construction material composed in whole or in part of non-ferrous materials such as aluminum; plastics and

polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

HUAWEI./ STB Ban

CF 200.216 Prohibition on certain telecommunications and video surveillance services or equipment. (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: 1. Procure or obtain; 2. Extend or renew a contract to procure or obtain; or 3. Enter into a contract (or extend or renew a new a contractor to procure or obtain equipment, services, or systems that uses covered telecommunication equipment or services as a substantial or essential component of any system, or as critical technology as a part of any system. As described in Public Law 115-232, section 889, covered telecommunication equipment is telecommunication equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunication equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Directory of the National Intelligence or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected business, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communication service to users and customers is sustained. (c) See Public Law 115-232, section.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352

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

See Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification. Appendix A.

Debarment, Suspension, Ineligibility and Voluntary Exclusion

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, “Nonprocurement Suspension and Debarment,” 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount) and to each contract at any tier that must be approved by an US Treasury official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

APPENDIX A

****By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:**

The certification in this clause is a material representation of fact relied upon by the Village. If it is later determined by the Village that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Village, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Authorized Signature

I, the undersigned, and authorized representative of _____, whose address is _____, have read and thoroughly understand the Federal provisions as required by the use of funding from the American Rescue Plan Act, Coronavirus State and Local Government Fiscal Recovery Funds.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

CERTIFICATION REGARDING LOBBYING

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge and belief, that:
(Contractor)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding to any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Section A 3801 *et seq.*, apply to this certification and disclosure, if any.

Date _____ Signature of Contractor’s Authorized Official _____

Name and Title of Contractors Authorized Official _____

State of _____

County of _____

Subscribed and sworn to before me this ___ day of _____, 20___

Notary Public: My Appointment Expires _____

E-Verify

STATE OF _____ COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ ("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 and Employer's subcontractors comply with E-Verify, and if Employer subsequently retains any subcontractors on this project Employer will ensure their compliance with E-Verify.

This ___ day of _____, 20___.

Signature of Affiant

Title

IRAN DIVESTMENT ACT CERTIFICATION

N.C.G.S. 147-86.58

DIVESTMENT FROM COMPANIES BOYCOTTING ISRAEL

N.C.G.S. 147-86.80

The Village of Clemmons is prohibited from purchasing or entering into a contract with any company listed on Iran Divestment List or Final Companies Boycotting Israel List posted on at.

<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

Contractor hereby certifies that is not on the North Carolina State Treasurer’s list of persons engaging in business activities in Iran, prepared pursuant to NCGS § G.S. 147-86.58, nor will contractor utilize on this agreement any subcontractor on such list. This list, along with additional information about the Iran Divestment Act, is available on the Treasurer’s Office site:

<https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-Divestment-Act-Resources.aspx>

Contractor hereby certifies that it is not on the North Carolina State Treasurer’s list of companies engaged in a boycott of Israel in violation of NCGS § 147-86-80 et.seq., and that it will not utilize on this agreement any subcontractor on said list.

Signature _____ Date _____

Printed Name _____ Title _____ Company Name _____

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

VILLAGE OF CLEMMONS
 ENGINEERING AND INSPECTION SERVICES
 INFORMATION FORM
 RACE AND GENDER NEUTRAL

Type of Work

(Consultant/Firm Name and Federal Tax ID)

License #

Certifications

SERVICE/ITEM DESCRIPTION	<i>Anticipated Utilization</i>
Total Utilization	
BY:	
TITLE	

SPSF Status Yes

No

Please complete information form for prime consultant and any Sub Consultants