

## **Questions & Answers**

*Please note that the consultant needs to understand that they will follow the same guidelines that they use with NCDOT projects.*

- 1. Are there any indirect overhead rate caps?**
  - a. Overhead needs to be approved by NCDOT's Office of Inspector General. That will be the rate that is used.
- 2. Are there salary rate caps?**
  - a. Salaries need to be approved by NCDOT's Office of Inspector General. They will use those rates.
- 3. Are there caps on Fees/Profit?**
  - a. Yes.
- 4. Are there restrictions on expense reimbursement?**
  - a. Expenses need to use the per-item rate noted in the latest version of the "Maximum non-salary direct cost" which can be found [here](#).
- 5. Are there caps on markups for subs or direct costs?**
  - a. There is no markup allowed for direct costs or subconsultants.
- 6. Are the Questions and Submission deadlines at a specific time?**
  - a. Questions should be received no later than February 6, 2024 at 2:00 pm.
  - b. Letters of Interest should be submitted no later than February 12, 2024 at 4:00 pm.
- 7. Can you confirm that the LOI is to be addressed to Colleen McGue (per RFLOI Section XII), but the submission, correspondence, and questions should be directed to you Madeline Galliano?**
  - a. The Letter of Interest should be addressed to Colleen McGue, but all submissions, correspondence, and questions should be sent to Madeline Galliano ([mgalliano@dchcmpo.org](mailto:mgalliano@dchcmpo.org)).
- 8. Do you have a sample terms/conditions/agreement for review?**
  - a. A sample of the agreement can be found below.
- 9. Does the 15-page count INCLUDE resumes and project experience qualification sheets?**
  - a. The 15-page count includes cover sheets, resumes, and project experience qualification sheets. This page limit does **not** include RS-2 forms.

## CONSULTING SERVICE AGREEMENT

This AGREEMENT is entered into on the date executed by the parties, by and between the Central Pines Regional Council ("CPRC" or "Central Pines"), 4307 Emperor Boulevard, Durham, NC 27703, and consultant name ("consultant" or "contractor") consultant's/contractor's address.

### WITNESSETH:

WHEREAS, in response to the needs of the Durham-Chapel Hill-Carrboro Metropolitan Planning Organization, CPRC has needs related to the creation of the Safe Streets and Roads for All (SS4A) Vision Zero Action; and,

WHEREAS, Contractor wishes to enter into an agreement with the CPRC to provide the stated services;

NOW, THEREFORE, IT IS AGREED among the parties that the following terms and conditions shall apply to the delivery of services:

1. Definitions. The following words and phrases shall have the general meaning(s) as set forth below for the purposes of this agreement.
  - "Person" shall mean an individual, partnership, corporation, limited liability Company, association, trust, joint venture, unincorporated organization, and any government, governmental department or agency, or political subdivision thereof.
  - "Termination Date" shall mean the last day of the Term.
2. Term. The term of the Service Agreement (the "Term") shall begin on [add beginning date] and end on [add ending date].
3. Scope of Services. The Contractor shall provide the CPRC such assistance as may be related to the Safe Streets and Roads for All (SS4A) Vision Zero Action as provided in Exhibit B.
4. Compensation. CPRC shall pay a maximum of \$[dollar amount] to the Contractor for the execution of the tasks set forth in the Scope of Work. CPRC shall reimburse the Contractor on a cost-incurred basis in accordance with the schedule attached hereto as Exhibit B. Such rates include all administrative overhead expenses, secretarial support, local travel and telephone calls, and profit. To obtain reimbursement, the Contractor shall submit to CPRC an itemized invoice following 5 days after the close of each month. CPRC shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by the Agreement. The CPRC payment term is net 15 days from the date of invoice.
5. Amendments-Waiver. Any amendment to or modification of this Agreement and any waiver of any provision hereof shall be in writing and shall require the prior written approval of CPRC and Contractor.
6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina applicable to contracts made and to be performed therein. Additional Federal requirements are in Attachment A.
7. Consent to Jurisdiction. Each Party hereby agrees to submit to the nonexclusive jurisdiction of the court in and of the State of North Carolina and to the courts to which an appeal of the decisions of such courts may be taken and consents that service of process with respect to all courts in and of the State of North Carolina may be made by registered mail to such address set forth on page 1 hereof.
8. No Third Party Beneficiaries. This Agreement is not intended to confer any rights or remedies upon any Person other than the parties hereto and their successors and permitted assigns.

9. Independent Contractor. The parties expressly acknowledge hereto that the relationship of the Contractor to CPRC is that of an independent contractor. Nothing contained in this Agreement shall create an employer-employee, principal-agent, or partnership relationship between the Contractor and CPRC. CPRC shall not exercise control or direction over the manner or method by which services are rendered by the Contractor hereunder, either expressly or by implication.
10. Termination. This Agreement may be terminated by either CPRC or the Contractor upon thirty (30) days written notice without penalty. In the event of such termination, CPRC shall be liable only for payments due hereunder for expenses and services rendered by the Contractor prior to the date of the notice of termination.
11. Successors and Assigns. Neither of the contractor parties shall have the right to assign this Agreement to its successors and assigns, including all covenants and agreements hereunder, without the prior written consent of either CPRC or the Contractor.
12. Captions: Gender and Number. The captions of the sections of this Agreement are for the convenience of reference only and in no way define, limit, or affect the scope or substance of any section of this Agreement. The gender and number used in this Agreement are used as reference terms only and shall apply with the same effect whether the parties are of the masculine, neuter, or feminine gender, corporate or other form, and the singular shall likewise include the plural.
13. Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the parties hereto regarding the subject hereof, and supersedes all prior agreements and understandings, whether oral or written, with respect hereto.
14. E - Verify. The Contractor shall comply with E-Verify, 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 and as in accordance with North Carolina General Statute 64-25 et seq. In addition, to the best of the Contractors' knowledge, any subcontractor employed by CPRC as a part of this Agreement shall comply with the requirement of E-Verify and North Carolina General Statute 64-25 et seq.
15. Iran Divestment Act Certification. (Applicable only to contracts/agreements valued at \$1,000.00 or more). The Contractor certifies that, as of the date listed on this contract, it is not on the Final Divestment List as created by the State Treasurer pursuant to North Carolina General Statute 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and North Carolina General Statute 147-86.59, the Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate originals, one of which is retained by each party of the date and year first above written.

CENTRAL PINES REGIONAL COUNCIL

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 CPRC, Executive Director

[Contractor's Company Name]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 [Contractor's Signatory Name]

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

SAMPLE

## ATTACHMENT A: FEDERAL REQUIREMENTS

All recipients of federally funded grants or use federal assistance to support procurements must comply with the applicable provisions of the Federal procurement standards 2 CFR pt. 200. As result, firms awarded federally funded contracts by CPRC must comply with the following contract provisions set forth herein, unless a particular award term or condition specifically indicates otherwise. These terms and conditions are hereby incorporated into any resulting contract.

<p><b>1. DEFINITION</b></p>	<p><i>Firm</i> means any company, corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, governmental body, or similar legal entity</p>
<p><b>2. AGE DISCRIMINATION ACT OF 1975</b></p>	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the <i>Age Discrimination Act of 1975</i> (Title 42 U.S. Code, § 6101 <i>et seq.</i>), which prohibits discrimination based on age in any program or activity receiving Federal financial assistance.</p>
<p><b>3. AMERICANS WITH DISABILITIES ACT OF 1990</b></p>	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Titles I, II, and III of the <i>Americans with Disabilities Act</i>, which prohibits discriminating based on disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. (42 U.S.C. §§ 12101– 12213).</p>
<p><b>4. BYRD ANTI-LOBBYING AMENDMENT</b></p>	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Suppliers, contractors, subcontractors, consultants, and sub-consultants who apply or bid for an 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 appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an 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.</p> <p style="padding-left: 40px;">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.</p>
<p><b>5. CIVIL RIGHTS ACT OF 1964 – TITLE VI</b></p>	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d <i>et seq.</i>), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from</p>

	<p>participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.</p>
<p><b>6. CIVIL RIGHTS ACT OF 1968</b></p>	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Title VIII of the <i>Civil Rights Act of 1968</i>, which prohibits discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).</p>
<p><b>7. CLEAN AIR ACT AND FEDERAL WATER POLLUTION</b></p>	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—when contract amounts exceed \$150,000 and 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).</p>
<p><b>8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT</b></p>	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the <i>Contract Work Hours and Safety Standards Act</i> (40 U.S.C. 3701–3708) and where applicable, all contracts awarded more than \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).</p>
<p><b>9. COPELAND “ANTI-KICKBACK” ACT</b></p>	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the with the Copeland “Anti- Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Sub-contractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction,</p>

	completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
<b>10. DAVIS-BACON ACT</b>	All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with <i>Davis-Bacon Act</i> , as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).
<b>11. DEBARMENT AND SUSPENSION</b>	All suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
<b>12. DRUG-FREE WORKPLACE REGULATIONS</b>	All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which requires agreement to maintain a drug-free workplace.
<b>13. EDUCATION AMENDMENTS OF 1972 (EQUAL OPPORTUNITY IN EDUCATION ACT) – TITLE IX</b>	All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, based on sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.
<b>14. ENERGY POLICY AND CONSERVATION ACT</b>	All Suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
<b>15. FLY AMERICA ACT OF 1974</b>	All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision

	B-138942.
<b>16. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990</b>	<i>In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a, all suppliers, contractors, subcontractors, consultants, and sub-consultants must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225.</i>
<b>17. LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964, TITLE VI)</b>	All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the <i>Title VI of the Civil Rights Act of 1964</i> (Title VI) prohibition against discrimination based on national origin, that requires taking reasonable steps to provide meaningful access to persons with limited English proficiency to their programs and services.
<b>18. PATENTS AND INTELLECTUAL PROPERTY RIGHTS</b>	Unless otherwise provided by law, suppliers, contractors, subcontractors, consultants, and sub-consultants are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All suppliers, contractors, and subcontractors, consultants, sub-consultants are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
<b>19. PROCUREMENT OF RECOVERED MATERIALS</b>	All suppliers, contractors, and subcontractors, consultants, sub-consultants must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
<b>20. TERRORIST FINANCING</b>	All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.
<b>21. TRAFFICKING VICTIMS PROTECTION ACT OF 2000</b>	All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of the government-wide award term which implements Section 106(g) of the <i>Trafficking Victims Protection Act of 2000</i> , (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.

<p><b>22. REHABILITATION ACT OF 1973</b></p>	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the requirements of Section 504 of the <i>Rehabilitation Act of 1973</i>, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.</p>
<p><b>23. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (SAM)</b></p>	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the standard terms and conditions for federally funded procurements.</p>
<p><b>24. USA PATRIOT ACT OF 2001</b></p>	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.</p>
<p><b>25. WHISTLEBLOWER PROTECTION ACT</b></p>	<p>All suppliers, contractors, subcontractors, consultants, and sub-consultants must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.</p>
<p><b>26. TERMINATION PROVISIONS</b></p>	<p>The City of Durham may terminate any resulting contract should the Contractor fail to abide by its requirements</p>
<p><b>27. LEGAL REMEDIES PROVISIONS</b></p>	<p>In instances where the Contractor violates or breaches contract terms the City shall use such sanctions and penalties as may be appropriate.</p>
<p><b>28. CONFLICT OF INTEREST PROVISIONS</b></p>	<p>Interest of Members, Officers, or Employees of the Recipient Members of Local Governing Body or Other Public Officials. No member officer or employee of the recipient or its agent no member of the governing body of the locality in which the program is situated and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter shall have any financial interest direct or indirect in any contract or subcontract or the proceeds under this agreement. Immediate family members of said member’s officers, employees and officials similarly barred from having any financial interest in the program. The recipient shall incorporate or cause to be incorporated in all such contracts or subcontracts a provision prohibiting such interest pursuant to the</p>

	purpose of this section.
<b>29. ACCESS TO RECORDS AND RECORD RETAINAGE</b>	In general, all official project records and documents must be maintained during the operation of this project and for a period of five years following close out. CPRC, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books documents papers, and records of the of the Administering Agency that are pertinent to the execution of the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

SAMPLE