

FEDERAL CLAUSES

| CFR | Item | When It Applies | Sample Language (modified based on contract language) |
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| Appendix II to Part 200 (A) | Remedies for Breach | All contracts \$250,000 or more | Should we breach any provision of this Agreement, we agree that any breach of the provisions of this Agreement shall result in serious and irreparable injury to the Board for which the Board cannot be adequately compensated by monetary damages alone. We agree, therefore, that, in addition to any other remedy the Board may have, the Board shall be entitled to enforce the specific performance of this Agreement by us and to seek both temporary and permanent injunctive relief (to the extent permitted by law) without the necessity of proving actual damages or posting a bond. |
| Appendix II to Part 200 (B) | Termination for Convenience | All contracts in excess of \$10,000 | We agree that our contract with Pitt County Schools may be terminated by the school system at any time for any reason or no reason. To terminate the contract for convenience, Pitt County Schools must provide a thirty (30) day notice to us using the address provided above. In the event of termination, Pitt County Schools shall pay for all services provided to and accepted by the School System prior to the effective date of termination, and all work in progress will become property of Pitt County Schools and will be turned over promptly to Pitt County Schools. |
| Appendix II to Part 200 (D) | Davis-Bacon | Construction Contracts in Excess of \$2,000 | We agree to comply with all rulings and interpretations of the Davis-Bacon Act (40 USC 276a-5). We agree and will ensure that any subcontractor agrees that all employees shall be paid the local prevailing wages as established by |

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| | | | North Carolina statutes and laws. |
| 29 CFR Part 3 | Copeland Anti-Kickback | Construction Contracts in Excess of \$2,000 | We agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) which makes it unlawful to induce, by force, intimidation, threat or procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. |
| Appendix II to Part 200 (E) | Contract Work Hours and Safety Standards Act | Construction contracts in excess of \$100,000 | We agree to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5). All laborers and mechanics employed by us or our subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards. |
| Appendix II to Part 200 (G) | Federal Water Pollution and Clean Air Act | All contracts in excess of \$150,000 | We agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). We will promptly disclose, in writing, to Pitt County Schools and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, |

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| | | | <p>performance, or closeout of this Agreement or any subcontract hereunder, we have credible evidence that we, a principal, employee, agent, or subcontractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). We also agree to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal funds.</p> |
| Appendix II to Part 200 (H) | Suspension and Debarment | All contracts for goods or services at \$25,000 or more | <p>We certify that neither we nor our principals nor any subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into federally funded contracts by any federal agency or by any department, agency or political subdivision of the State of North Carolina. The term "principal" means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over our operations.</p> |
| Appendix II to Part 200 (I) | Byrd Anti-Lobbying | All contracts in excess of \$100,000 | <p>We are required to have any subcontractors certify that they are required to comply with the provisions of Title 31, U.S.C. 1352, the Byrd Anti-Lobbying Amendment, as in force or as it may hereafter be amended. By signing this letter, we also certify that we have not and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or</p> |

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| | | | any other award covered by 31 U.S.C. 1352. |
| Appendix II to Part 200 (J) | Solid Waste Disposal Act | All contracts in excess of \$10,000 | Pursuant to 2 CFR § 200.322, we 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. |
| Appendix II to Part 200 (K) | Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment | All Contracts | We may not utilize any equipment, service, or system; covered telecommunications equipment or services as a substantial or essential component of any system; or critical technology as part of any system that is produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, Dahua Technology Company, any company that the Secretary of Defense in consultation with the DNI or FBI reasonably believes is an entity owned, controlled by, or otherwise connected to, the government of a covered foreign country, and/ or any subsidiary or affiliate of such entities. |

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| Appendix II to Part 200 (C) | Equal Opportunity Clause | All Construction Contracts | <p>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the</p> |
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| | | | <p>provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in</p> |
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| | | | <p>conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> |
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| | | | <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate</p> |
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| | | | <p>actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> |
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| Appendix II to Part 200 (L) | Domestic Preference | All Contracts | Additionally, we understand that federal law further requires that it must, to the greatest extent practicable, utilize goods, products, or materials produced in the United States at all stages of production. |
| Appendix II to Part 200 (F) | Rights to Inventions | Performance of experimental, developmental, or research work | 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. |