



NOTICE OF REQUEST FOR PROPOSALS

DISASTER DEBRIS CLEARANCE AND REMOVAL SERVICES

Date: July 28, 2026

RFP #: P27-05

From: Lenore Bishop

Proposals Due: August 25, 2026

Time: 12:00 PM EST

The Town of Chapel Hill is requesting proposals from qualified contractors to provide disaster debris clearance, removal, reduction, and disposal services in the event of a natural disaster within the area.

The award of a contract under this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. All prospective contractors shall comply with all applicable federal laws, regulations, executive orders, Federal Emergency Management Agency (FEMA) requirements and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.

Prospective companies may view the Request for Proposals (RFP) attached below, and on the Town of Chapel Hill website (www.chapelhillnc.gov, Click on "Town Government" menu, then "Doing Business with Chapel Hill" option, then "Bids: Current" option, then the name of this project).

All requests for interpretations related to this RFP must be submitted in writing to the Project Manager, Natalija Gajic, Analyst, Public Works Department, Town of Chapel Hill at ngajic@chapelhillnc.gov by **12:00 PM EST on August 7, 2026**. All responses to timely submitted requests for interpretations will be published in the form of an addendum on the Town's website on August 12, 2026.

All proposals must be submitted emailed to the Purchasing and Contracts Manager, Lenore Bishop, at lbishop@chapelhillnc.gov. Proposals must be received by **12:00 PM EST on August 25, 2026**. All submissions must have the subject line: **RFP# P27-05– Disaster Debris Clearance – "Company Name"**. The Town will in no way be responsible for delays caused by any occurrence.

For questions on the solicitation process, contact the Town's Purchasing Division at 919-969-5022.

The Town of Chapel Hill reserves the right to reject any and all proposals for any reason or no reason and to accept the proposal most favorable to the Town of Chapel Hill.

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1.0 – Section 1 – Procurement Process and Contract Guidelines

1.1 Solicitation Schedule

Date	Event
RFP Released	July 28, 2026
Deadline for Vendor Questions	August 7, 2026, at 12:00 PM EST
Responses to Vendor Questions Posted on Town website	August 12, 2026
Proposals Due	August 25, 2026, at 12:00 PM EST
Notification of Award	September 28, 2026

1.2 Requests for Interpretation

All questions pertaining to this RFP must be submitted **in writing** no later than **12:00 PM EST on August 7, 2026**. Written questions should be emailed to: ngajic@chapelhillnc.gov.

All responses to timely submitted requests for interpretations will be published in the form of an addendum of the Town's website at www.chapelhillnc.gov on August 12, 2026.

No personal contact with Town of Chapel Hill employees or Town Council, except for the designated project contacts, is allowed during the RFP process. Any vendors contacting Town department(s) directly may subject the proposal to being rejected.

1.3 Addenda

Each Proposer is responsible for determining that all addenda issued by the Town of Chapel Hill Purchasing and Contracts Manager have been received before submitting a proposal. All such addenda shall become part of the Contract, and all Proposers shall be bound by such addenda.

1.4 Submission of Proposals

Company's proposal must be emailed to the Purchasing and Contracts Manager, Lenore Bishop, at lbishop@chapelhillnc.gov. **All proposals must be received by 12:00 P.M. on August 25, 2026.** The email subject line must read "RFP# P27-05 Disaster Debris Clearance – Company Name". **Any submissions received after 12:00 P.M. on the Town's internal server will be rejected.**

1.5 Preparation of Response

The contractor's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its proposal and qualifications for the work to be performed. Proposals shall include the forms in the RFP. Any interlineations, alterations or erasures must be initialized by the signer of the proposal.

There is no page limit to the RFP; however, to allow for a timely review process, please submit only requested and relevant information.

1.6 Evaluation of Submittals

Evaluation factors have been identified in Section Six - "Evaluation Criteria." Proposals will only be evaluated on the factors included within this RFP. A committee will evaluate all responses received by scoring them on the weighted system provided.

1.7 Contract Award

The Town may enter into two (2) contracts: one with a "Primary" contractor and the other with a "Secondary" contractor. The "Primary" contractor will be on a first contact basis for all disasters and emergencies that may require debris removal, reduction, disposal or other cleanup activities. The "Secondary" contractor will serve as a

backup to the Primary for any disaster or emergency that may be of a scale larger than one contractor would be capable and equipped to handle.

Award shall be made to the contractors whose proposal is determined to be the most advantageous to the Town, taking into consideration the contractor's qualifications, experience, mobilization and operational plans, and price. Estimated quantities (determined by the Town) will be used in the evaluation of the unit price schedule.

Consideration shall also be given to the company's integrity, compliance with public policy, record of past performance, references, and financial and technical resources.

1.8 Binding

Submittals must include the proposer's certification form (contained within) signed by an authorized representative of the company to legally bind the offer. All proposals submitted without such signature may be deemed non-responsive.

1.9 Time for Consideration

The Town shall have a period of ninety (90) calendar days from due date of the proposals in which to award the contract. The Proposer shall be bound by their proposal during that time. A company may withdraw a proposal by written request prior to the date and time of the proposal opening or after the 90-day time for consideration if a contract has not been awarded.

1.10 Preparation Costs

The Town of Chapel Hill will not pay any costs associated with preparing, submitting, or evaluating proposals.

1.11 Open Records

Information submitted to the Town of Chapel Hill is public information and is available upon request in accordance with the North Carolina Public Information Act. As provided by North Carolina statute and rule, the Town will consider keeping confidential the trade secrets, which the Company does not wish to be disclosed. For such information, the Company must mark each page in boldface at the top and bottom as "CONFIDENTIAL." In spite of what is labeled as a trade secret, the determination of whether it is or not will be determined by North Carolina General Statutes 132-1.2(1). Once a final price is negotiated, the cost information will not remain confidential. Any other public information may not be deemed confidential; therefore, only mark the necessary confidential pages.

1.12 The Town's Rights and Options

Nothing herein is intended to exclude any responsibilities or in any way restrain or restrict competition. All contractors are encouraged to submit proposals. The Town reserves the right to waive any informalities and to reject any and/or all proposals. In addition, the Town reserves the right to cancel a solicitation at any time prior to the award of a contract.

2.0 – Section Two – Contract Requirements

2.1 Insurance Requirements

The successful firm shall procure and maintain during the life of the contract the following insurance coverage:

Worker's Compensation: Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with a limit of \$100,000 for each accident, \$100,000 bodily injury by disease each employee and \$500,000 bodily injury by disease policy limit.

Commercial General Liability: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, sudden and accidental pollution losses, and a contractual liability endorsement.

Business Auto Policy: Shall have minimum limits of \$1,000,000 per occurrence combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles and employee non-ownership.

Professional Liability Insurance: The selected firm will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.

Special Requirements:

The Town of Chapel Hill is to be named as an additional insured on the Commercial General Liability policy.

Current, valid insurance policies meeting the above requirements shall be maintained for the duration of the project. Renewal certificates shall be sent to the Town of Chapel Hill thirty (30) days prior to any expiration date. There shall also be a 30-day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of Insurance on an Accord 25 (8/84) or similar form meeting the required insurance provisions shall be forwarded to the Town of Chapel Hill. Wording on the Certificate of Insurance which states that no liability shall be imposed upon the company for failure to provide such notice is not acceptable. Original policies or certified copies of policies may be required by the Town at any time.

2.2 Contract Requirements

The Company shall sign a Contract with the Town similar to Attachment 2 – Sample Contract before providing the Services.

2.2.1 The following Contract sections are **required** for Town contracts:

2.2.1.1 Indemnification and Hold Harmless: The Company agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents, and employees from all loss, liability, claims, or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Company, except to the extent same are caused by the negligence or misconduct of the Town. Contrary to any provision that may be contained in any exhibit attached hereto, the Town shall not consent to limitations of Company liability for amounts less than the amount of insurance coverage under this agreement. Any provision that may be contained in any exhibit attached hereto that calls for the Town to indemnify the Company shall be only to the extent allowed by law.

2.2.1.2 Non-Discrimination: The Company contractually agrees to administer all functions pursuant to this agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.

- 2.2.1.3 Federal and State Legal Compliance: The Company must be in full compliance with all applicable federal and state laws, including those on immigration.
- 2.2.1.4 E-Verify: The Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If any sub's are used, they also must comply with these requirements. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.

2.3 Performance and Payment Bonds

Awarded Contractor(s) will be required to furnish a performance and a payment bond in an amount of 100% of the contract cost within ten (10) days after the contract has been activated and a Notice to Proceed has been issued by the Town. The contract amount will be determined at the time of the event due to the severity of the storm. The performance and payment bonds shall continue throughout the Services and for one year after the full scope of work is completed. Bonds shall be submitted to the Town Purchasing and Contracts Manager.

The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon activation of contract and issuance of a Notice to Proceed by the Town. The surety bonds must be in the form set forth in N.C.G.S. 44A-33 without any variations there from or in any other form authorized by N.C.G.S. The Contractor will be solely responsible for any costs associated with obtaining bonds; bond premiums will not be reimbursed by the Town.

In addition, the successful proposer(s) will be required to submit a verification letter annually from the surety confirming that the contractor is able to provide a payment and performance bond.

2.4 Contracting with small and minority businesses, women's business enterprises, and labor surplus area companies

The Town encourages all businesses, including minority, women-owned businesses to respond to all Request for Proposals. In addition, if subcontracts are let, the awarded contractor is encouraged to take the following affirmative steps:

- a. Place qualified small, minority, and woman-owned businesses on solicitations lists;
- b. Assure that such businesses are solicited when they are potential sources;
- c. Divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses;
- d. Establish delivery schedules, where requirements permit, which encourage such businesses to respond;
- e. Use service and assistance from such organization as SBA, minority business development agency of the Department of Commerce;

Contractors shall include these special provisions in all subcontracts for this contract.

2.5 Activation of Contract

Should the contracts be activated, fees will be estimated based off the initial assessment of damages occurred. The Town Debris Manager in consultation with State and FEMA officials will determine the fee schedules to be used at the time of activation of the contracts.

2.6 Funding Source

Payment for services under contract by this solicitation will be paid with federal funding. Funding is contingent upon compliance with all terms and conditions of funding award. The selected Contractor(s) shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements and the terms and conditions of the funding award.

2.7 Compliance by Awarded Contractor

The awarded contractors shall comply with all applicable federal laws, regulations, executive orders, FEMA requirements, specifically 2 CFR, Part 200, and the terms and conditions of the funding award. In addition, contractors providing submittals shall be responsible for complying with state law and local ordinances.

2.8 Certification of Proposer Regarding Debarment

By submitting a proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

2.9 Form of Contract

The contract to be awarded as a result of this RFP will be in substantially the same form and content as the sample Contract included in this Proposal package. In the event that additional terms and conditions are proposed to be attached to said contract, there shall be none of the following unless Town's express prior written agreement is obtained: (1) any limitation on, or disclaimer of, implied or express warranties or the liability of Contractor; (2) any limitation on damages, including a limitation on consequential damages; (3) any requirement for arbitration or for mandatory mediation; (4) any requirement that Town officials or employees keep information confidential or that records be kept confidential by the Town, unless the requirement for confidentiality meets the requirements of the North Carolina Public Records law.

2.10 Quality of Work

All work performed shall be strictly of the best quality of their respective kinds and suitable for the use intended, subject to approval by the Town. All equipment and tools shall be clean and in good working order. All workers shall be qualified in the work assigned and to operate equipment or machinery as directed.

3.0 – Section Three - Scope of Work

3.1 Introduction

The Town is requesting proposals from experienced and qualified contractors to provide emergency disaster recovery services including, but not limited to, clean-up, demolition, removal, reduction and disposal of debris resulting from a natural or manmade disaster as directed by the Town.

The Town will enter into contracts with no committed, immediate, or annual cost to the Town, and will activate the contract as needed.

The Town may enter into two (2) contracts: one with a “Primary” contractor and the other with a “Secondary” contractor. The “Primary” contractor will be on a first contact basis for all disasters and emergencies that may require debris removal, reduction, disposal or other cleanup activities. The “Secondary” contractor will serve as a backup to the Primary for any disaster or emergency that may be of a scale larger than one company would be capable and equipped to handle. Town will reserve the right to decide, at the guidance and recommendation of the Town Manager or his designee, when and if the “secondary” contract will be activated.

The Town does not have a debris management plan.

Responding contractors must, at a minimum, have performed at least three (3) debris removal, reduction, and disposal operations in excess of 150,000 cubic yards and provide references for the communities where these operations took place. Contractors will need to be registered with the North Carolina Secretary of State and certify that they are not debarred in the federal System for Award Management database.

It is intended that the successful Company shall furnish all tools, equipment, machinery, apparatus, labor and materials necessary to complete all work required under the terms of such contract(s) as may be entered into.

3.2 Contract Term

The Town will enter into a contract with no committed immediate or annual cost to the Town and will activate the contract as needed. The Town is seeking to enter into an agreement through June 30, 2027, with the option to extend for two additional one-year periods with two contractors to provide the services contained within this RFP.

3.3 General.

Work shall consist of clearing and removing any and all eligible debris as defined by the Federal Emergency Management Agency (FEMA) Public Assistance Policy and Guidance, latest version, all applicable State and Federal Disaster Specific Guidance (DSGs) and policies, and as directed by the Town Debris Manager.

Work will include:

1. examining debris to determine whether or not debris is eligible, burnable or non-burnable,
2. loading the debris,
3. hauling the debris to an approved Debris Management Site “DMS” or landfill,
4. reducing the debris,
5. hauling the debris to an approved disposal facility, and;
6. properly disposing the debris at the DMS or landfill.

Debris not defined as eligible by the Public Assistance Policy and Guidance (latest version) or State or Federal Disaster Specific Guidance(s) or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Contractor by the Town Debris Manager.

Contractors shall also provide disaster recovery technical program management assistance relating to reimbursement of eligible damage costs from federal and state agencies when available to Town’s officials.

Selected contractors will be subject to constant observation by Town's debris monitoring staff. This staff, which may include a contracted specialist along with staff from other government entities, will ensure debris removal efforts are within Public Assistance guidelines and in compliance with all applicable Federal, State, and local regulations.

While intended for debris removal after any disaster, the primary focus for this work is debris generated by storms. To provide a non-committal estimate of potential contract scope, the U.S. Army Corps of Engineers "Hurricane Debris Estimating Model" was used to predict debris amounts.

These estimates are based on the U.S. Army Corps of Engineers planning formula using a Category 3 Hurricane including a wet pre-storm with heavy vegetation and medium commercial multipliers. This is provided as an example only. They are not exact and should not be so construed. It will be the responsibility of the CONTRACTOR in conjunction with the DEBRIS MANAGER at the time of the event to make an actual determination.

Formula: $Q = H(C)(V)(B)(S)$ = Quantity of Debris in Cubic Yards

$H = P/3 = 59,000/3 = 19,667$ (3 persons/household)

$C = 26$ (Factor for a Category 3 storm)

$V = 1.5$ (Multiplier for heavy vegetation)

$B = 1.2$ (Multiplier for medium commercial due to schools/stores/apartments)

$S = 1.3$ (Multiplier for wet storm event)

$Q = 1,196,540$ cubic yards

30% Clean Woody Debris = **358,962 cubic yards**

70% Mixed C&D = **837,578 cubic yards**

All costs associated with the documentation and recovery process shall be included in Contractor's pricing in the *Schedules* attached. Proposers shall have proven experience with overall management and FEMA requirements including alternative procedures that may be available under pilot programs as well as all rules and regulations to qualify for this scope of work.

Any and all permits that are necessary for the disposal of storm debris will be the contractor's responsibility to obtain in a timely manner.

Contractor should adhere to applicable FEMA and other federal policies in place at the time of contract activation. **Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 CFR Part 200).**

3.4 Description of Designated Area.

The designated area for debris removal is bounded by the limits of the Town and includes **all public rights-of-way (ROWs), easements, Town parks, and alleys. Debris removal performed on roadways will be performed as identified by the Town Debris Manager.**

There are approximately 165 center line miles of Town maintained roads and 67 center line miles of state-maintained roads within the designated area. It is anticipated that if the North Carolina Department of Transportation (NC DOT) is performing road clearing on state-maintained roads (primary and secondary), then the Town will not activate our contracts for road clearance on NC DOT roads. The Town does not have a pre-existing memorandum of understanding with NC DOT for clearing NC DOT roadways in lieu of the NC DOT.

All debris identified by the Town Debris Manager shall be removed. The Contractor shall make multiple complete passes through the Town, removing all debris along each street right-of-way. Partial removal of debris piles is strictly

prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the Town or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the point where it enters the ROW and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the Town Debris Manager, in writing. No FEMA ineligible debris shall be hauled from the designated area.

3.5 Pick-Up and Delivery of Debris.

Contractor shall deliver debris to disposal sites that have been permitted to receive storm generated debris and adhere to all state, local, and federal regulations.

Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than 6" beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

All debris shall be mechanically loaded and reasonably compacted into the trucks and trailers. Hauling vehicles that are hand loaded or that require mechanical assistance for dumping will not be permitted to dump at the DMS, unless approved in advance by the Town Debris Manager.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six inches (6") in any dimension shall be left on site. Hand crews and rakes will be required.

3.6 Debris Manager.

The Town Debris Manager will be designated by the Town and may include a third-party representative from the Town's consulting firm. It is anticipated that the Town Debris Manager will work directly with the Contractor.

3.7 Town's Consultant.

The Town may contract with an independent firm to provide professional consulting services in disaster management and recovery. The Consultant will assist the Town in disaster debris monitoring in the event a contract is activated. In addition, the Consultant will oversee the project and ensure that the contractors are using the appropriate forms required by federal agencies.

3.8 Project Manager.

Contractor will provide an on-site Project Manager to the Town and the Town Debris Manager. The Project Manager shall provide a telephone number to the Town with which he or she can be reached for the duration of the project. The Project Manager will be expected at daily meetings with the Town Debris Manager and/or Town Debris Manager representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, Town coordination, and damage repairs. Frequency of meetings may be adjusted by the Town Debris Manager. Contractor Project Manager must be available 24 hours a day, or as required by the Town Debris Manager. The Contractor shall designate one project manager. The representative shall provide a telephone number to the Town with which he or she can be reached throughout the duration of the project.

3.9 Documentation and Measurement.

Prior to beginning any work, the Town, or its representative, shall clearly number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the Town, or its representative, prior to debris collection. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized Town representative each time it returns to work from other contracts or communities.

Contractor is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.

3.8.1 Load Tickets.

“Load tickets” will be provided by the Town or its representative at the loading site for recording volumes of debris removal.

Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.

Load tickets will be issued by an authorized representative of the Town at the loading site. The Town representative will keep one copy of the ticket, and give four copies to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the four copies to the Town representative at the dumpsite. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the Town representative present at the dumpsite. The Town representative will validate, enter the estimated debris quantity, and sign the tickets. The Town will keep the original copy and the three remaining duplicate copies will be returned to the vehicle operator for the Contractor’s records.

3.8.2 Automated Debris Management System.

Recent technological advancements have allowed for electronic or automated documentation of debris removal. The use of an Automated Debris Management System (ADMS) is at the discretion of the Town and its authorized representatives. The successful proposer should be prepared to manage a debris removal operation that is documented using both paper based and electronic systems.

3.8.3 Notice to Proceed.

The Contractor shall give written notice of the location for work scheduled 24 hours in advance.

3.10 Equipment.

All trucks and other equipment must be in compliance with all applicable federal, state, tribal, and local rules and regulations. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment and be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two-inch (2”) by six-inch (6”) boards or greater and not to extend more than two feet (2’) above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized Town representatives prior to its use by the Contractor.

Trucks or equipment designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

Equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size equipment (100 CY and up) and non-rubber tired equipment must be approved for use on the road by the Town Debris Manager.

Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Town Debris Manager, following the event. All hand-loaded vehicles will receive an automatic 50% deduction for lack of compaction.

3.11 Use of Local Resources.

The Contractor shall give first priority to utilizing resources located within the disaster or emergency area.

3.12 Working Hours.

Typically, working hours will be Monday through Saturday, 7:00 AM through 7:00 PM, and Sunday, 1:00 PM through 7:00 PM. Hours may vary depending on the nature of the event.

3.13 Safety.

Contractor shall be solely responsible for providing and maintaining a safe work environment at all work sites. Contractor shall take all reasonable steps to insure safety for both workers and visitors to the site(s) to include traffic control. Contractor will also be solely responsible to ensure that all OSHA requirements are met and a safety officer is assigned to the project during the duration of this contract. All work shall be accomplished in a safe manner in accordance with EM 385-1-1 (U.S. Army Corps of Engineers, Safety and Health Requirements).

- 3.13.1 Traffic Control: The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal site(s). All barricades, warning signs, lights, temporary signals, other protective devices, flagmen and signaling devices used under the performance of this work shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices.

Contractor shall provide qualified flagmen where necessary to direct the traffic and shall take all necessary precautions for the protection of the work, and the safety of the public.

- 3.13.2 Work Safety: The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by Town. The Contractor shall ensure that its subcontracts contain a similar safety provision.

The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor to include maintaining all OSHA safety records and inspections as may be required for this type of service. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The Contractor shall be responsible for installing site security measures and maintaining security for the operation at the site.

The Contractor shall be responsible for fire protection and shall manage the site to minimize the risk of fire.

3.14 Damage to Public or Private Property.

Contractor is responsible for all damage, injury, or loss to any property caused by the Contractor's debris removal activities/operations.

Contractor shall restore all disturbed areas to their original condition, including re-grading, use of rye grass and permanent grass, and any other means determined to be necessary.

Contractor failure to restore damage to public or private property to the satisfaction of the Town will result in the Town withholding retainage money in an amount sufficient to make necessary repairs.

3.15 Existing Utilities.

Some trees and debris which are to be removed under this contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead utility lines.

Contractor shall pay all such costs to the utility company for any adjustments for damages caused by Contractor's debris removal activities/operations.

Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company.

The following is a list of utility owners believed to have facilities in the project area:

Orange County Water & Sewer Authority (OWASA)	(919) 968-4421
Duke Energy	(800) 777-9898
PSNC	(877) 776-2427
AT&T	(800) 432-1424
Spectrum (Cable)	(919) 595-4892

This list is included for the Contractor's reference and is not intended to be a comprehensive list of all utility owners.

3.16 Environmental Protection.

All chemicals of whatever nature used during project construction or furnished for project operation must show Environmental Protection Agency (EPA) or United States Department of Agriculture (USDA) approval certification. Their use and disposal of all residues shall be in strict compliance with instructions.

The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Town Debris Manager. Contractor shall comply in a timely manner with all directions of the Town Debris Manager regarding the use of a water truck or other approved dust abatement measures.

The Contractor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

3.17 Debris Management.

A. Emergency Road Clearance.

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to clear and remove debris from the Town's primary transportation routes/roadways to make them passable immediately following a declared disaster event. All roadways designated by the Town Debris Manager shall be clear and passable within a reasonable period of time from the issuance of a Notice to Proceed from the Town to conduct emergency roadway clearance work. Clearance of these roadways will be performed as identified by the Town Debris Manager.

B. Debris Processing.

All debris processing shall include, but not be limited to: reduction by tub grinding or chipping and/or incineration when approved by Town. Prior to reduction, all debris shall be segregated between vegetative and clean, woody debris; construction and demolition debris; white goods; recyclable debris and household hazardous wastes. Debris collected by Contractor at right-of-way, at the discretion of Town, may be hauled directly to the nearest lawfully permitted landfill, bypassing the DMS.

C. Debris Removal from Public Property.

Work consists of removal of vegetative debris, construction and demolition debris ("C & D Debris"), or other debris from public right-of-way and other public properties. Removal of debris beyond the limits of public rights-of-way as necessary to abate imminent and/or significant threats to public health and safety of the community, when directed by Town.

D. Right-of- Way Vegetative Debris Removal.

Vegetative debris existing in the Town right-of-way is defined as debris resulting from a storm or disaster which has been or will be placed along public rights-of-way, easements, Town parks, alleys, and Town debris staging areas. This includes, but is not limited to:

- Damaged and disturbed trees, tree limbs, bushes, shrubs, brush untreated lumber and wood products.
- Uprooted trees and/or stumps, tree root balls, trunks, limbs, branches, bags of leaves, and piles of leaves larger than a bushel basket.
- Broken tree limbs on trees which measure more than two inches in diameter at the point of break.
- Remains of standing trees which are damaged beyond salvage.

Work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the Town right-of-way to a Town approved DMS or other designated disposal facility.

Cranes may be required for removal of large trees and stumps. Chain saw crews may be required to cut up large trees and stumps.

Vegetative debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e., not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.

Removal of vegetative debris in Town rights-of-way will be performed as identified by the Town Debris Manager.

E. Right-of-Way Construction and Demolition (C&D) Debris Removal.

C&D debris existing in a Town right-of-way is defined as debris resulting from a storm or disaster which has been or will be placed along public rights-of-way, easements, Town parks, alleys, and Town debris staging areas. This includes, but is not limited to:

- Building materials, including wood structural members, concrete blocks, window glass, siding, and roofing materials including shingles or metal roofing panels.
- Household debris, consisting of damaged furniture and appliances, flooring materials, and the like.
- Treated timber, plastic, rubber products, sheet rock, cloth items, and carpeting materials.
- Metal Debris – Various thicknesses of corrugated metal and other thin sheet metal products.

Work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport C&D debris existing in Town rights-of-way to a Town approved DMS or other designated disposal facility.

C&D debris which is piled in immediate close proximity to the actual legal street right-of-way, and which is accessible from the right-of-way line with loading equipment (i.e., not behind a fence or other physical obstacle) will be deemed to be on the right-of-way, and is to be removed.

Removal of C&D debris existing in Town rights-of-way will be performed as identified by the Town Debris Manager.

F. Removal of Leaning Trees, Hanging Limbs, and Extraction of Uprooted Stumps.

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to remove all hazardous trees six inches (6") or larger in diameter if the tree has 50% or more of the root-ball exposed; hanging limbs two inches (2") or greater at the point of break; and uprooted stumps existing in the Town right-of-way.

For trees that have less than 50 % of the root-ball exposed, flush cut the tree to ground level and dispose of the cut portion based on volume or weight.

Debris generated from the removal of hazardous trees, hanging limbs two inches (2") or greater, and uprooted stumps existing in Town rights-of-way will be transported to a Town approved DMS or other designated disposal facility.

Removal and transportation of hazardous trees, hanging limbs two inches (2") or greater, and uprooted stumps existing in the Town right-of-way and private property, as well as scattered vegetative debris on private property, will be performed as identified by the Town Debris Manager.

All disaster specific eligibility guidelines regarding size and diameter of leaning trees and uprooted stumps will be communicated to the Contractor, in writing, by the Town Debris Manager.

Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the Town or its authorized representative. The Town will provide specific Right-of-Entry ("ROE") legal and operational procedures.

G. Hazardous Stump Extraction and Removal

The Contractor shall extract and remove all stumps that have 50% or more of the root-ball exposed if the stumps are 2 feet (24") or larger in diameter and measure 2 feet above the ground and are determined to be hazardous to public access as directed by Town Debris Manager. Stumps will be hauled to DMS where they shall be inspected and categorized by size. Hazardous stumps less than twenty-four inches (24") in diameter will not be paid on a per unit extraction rate.

Backfilling of stump root-ball holes where 50% or more of the root-ball was exposed is required; Clean fill dirt shall be compacted as directed by Town Debris Manager.

If grinding a stump in-place is less costly than extraction, grinding the stump in-place may be an alternative and directed by the Town Debris Manager.

Areas with known or high potential for archaeological resources usually requires that FEMA further evaluate and consult with the State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Officer (THPO). If the Contractor discovers any potential archeological resources during stump removal, the Contractor must immediately cease work and notify the Town Debris Manager.

For stumps that have less than 50% of the root-ball exposed, flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump is not eligible.

Removal of stumps smaller than 2 feet (24") in diameter will be directed by the Town Debris Manager.

H. Canal/Waterway Debris Removal

Contractor shall remove storm debris from drainage canals and ditches at direction of the Town. This work could include removal of marine vessels and other vehicles. The Town will seek approval by FEMA to use Public Assistance funding. If approved, efforts will be monitored for strict compliance with federal regulations regarding eligibility for reimbursement costs. The Town may direct and fund this effort independently if FEMA approval is not obtained.

Debris removal work may be done from land or the waterway based on the specific situation and in consultation with State and Federal Officials. Typically, work will be done in the most cost-effective and logistically feasible method.

I. Demolition, Removal, & Transport of *Non-Regulated* Asbestos Containing Material (Non-RACM) (C&D) Structures

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to demolish eligible structures on private property within the jurisdictional limits of the Town. Work may include decommissioning, utility disconnects, and permit costs necessary to demolish a structure.

Entry onto private property for the removal of eligible Non-RACM (C&D) debris will only be permitted when directed by the Town or its authorized representative. The Town will provide specific Right of Entry (ROE) legal and operational procedures. Further, debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a Town approved DMS or other designated disposal facility.

Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

J. Demolition, Removal and Transport of Regulated Asbestos Containing Material (RACM) Structures

Work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the Town. Work will include decommissioning, utility disconnects, and permit costs necessary to demolish a structure. Work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation.

Entry onto private property for the removal of eligible RACM (C&D) debris will only be permitted when directed by the Town or its authorized representative. The Town will provide Right of Entry (ROE) operational procedures. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a Town-approved final disposal site.

Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

K. Debris Management Site (DMS): Management and Operations

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to manage and operate DMS for the acceptance, management, segregation, and staging of disaster related debris. DMS layout and ingress and egress plan must be approved by the Town Debris Manager.

Debris at the DMS will be clearly segregated and managed according to the separately priced collection operations. The Town and/or Town Debris Manager reserves the right to inspect the DMS, verify quantities, and review operations at any time.

Contractor is responsible for providing DMS traffic control, dust control, and 24-hour site security.

Contractor shall provide a tower from which the Town or its authorized representative can make volumetric load calls. The tower will be provided by the Contractor and must meet the minimum specifications described below.

Upon completion of haul-out activities, Contractor shall remediate the site to pre-disaster condition and obtain a written release from the Town or its authorized representative.

The management of DMS locations includes assistance in obtaining necessary local, state, and federal permits and operating in accordance with all local, state, and federal regulatory agencies. In addition, Contractor is responsible for operating the DMS in accordance with Occupational Health and Safety Administration ("OSHA") guidelines.

L. Debris Site Tower Specifications

The Contractor shall provide one tower at each debris management site for the use of Town representatives during their inspection of dumping operations. The inspection platform of the tower shall be constructed at a minimum height of 10' from surrounding grade to finish floor level, have a minimum eight feet (8') by eight feet (8') of usable floor area, be covered by a roof with two feet (2') overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four feet (4'), on all four (4) sides.

The Contractor shall provide one portable toilet at each dumpsite for the use of Town representatives during their inspection of dumping operations. The portable toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor throughout the duration of dumping operations.

Care shall be taken to place the towers at a sufficient distance away from any reduction operations. If necessary, dumping operations may be temporarily suspended by the Town Debris Manager due to unsuitable conditions at the tower.

M. Grinding (Reduction of Storm Generated Debris)

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by grinding. Reduction methods are at the discretion of the Town Debris Manager. Grinding must be approved by the Town Debris Manager prior to commencement of reduction activities.

All un-reduced storm debris must be staged separately at the DMS.

Contractor must obtain approval to reduce C&D debris from Town Debris Manager. If approved for reduction by Town Debris Manager, C&D debris must be reduced via grinding in order for the Town to compensate the Contractor for reduction. Incineration or mauling of C&D is not an acceptable method of C&D reduction.

N. Incineration (Reduction of Storm Generated Debris)

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to reduce storm generated debris by incineration. Reduction methods are at the discretion of the Town Debris Manager. Incineration must be approved by the Town Debris Manager prior to commencement of reduction activities.

All un-reduced storm debris must be staged separately at the DMS.

O. Haul-Out of Reduced Debris to Final Disposal Site

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary to pick up and transport reduced material existing at a Town approved DMS to a final disposal facility.

All un-reduced storm debris must be transported to a final disposal facility separately from reduced debris.

P. Household Hazardous Waste Removal, Transport, and Disposal

Work shall consist of all labor, equipment, fuel, and miscellaneous costs necessary for the removal, transportation, and disposal of Household Hazardous Waste ("HHW").

The removal, transportation, and disposal of HHW includes obtaining all necessary local, state, and federal handling permits and operating in accordance with all local, state, and federal regulatory agencies.

Q. Abandoned Vessel Removal

Work shall consist of the removal of abandoned vessels from Town Waterways. The removed vessels will be hauled to a Town approved staging area for a limited timeframe and subsequently disposed of by the appropriate regulatory agency.

R. Abandoned Vehicle Removal

Work shall consist of the removal and haul out of abandoned vehicles in areas identified and approved by the Town. The removed vehicles will be hauled to a Town approved staging area for a limited timeframe and subsequently disposed of by the appropriate regulatory agency.

S. Animal Carcass Removal and Disposal

Work shall consist of the removal of animal carcasses in areas identified and approved by the Town. The carcasses will be hauled to a Town approved staging area and subsequently disposed of by the appropriate regulatory agency.

T. Vehicle and/or Vessel Aggregation Sites

Work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the operation of a vehicle and/or vessel aggregation site.

These sites shall be fenced, lighted, and secured according to applicable state regulations. The Contractor must be prepared to operate the sites to receive vehicles or vessels up to twenty-four hours a day and up to seven days a week as required by the Town. Vehicles or vessels will be stored in a manner to permit inspection by authorized agencies as required, or for reclamation by owners. Contractor shall also be prepared to provide 24-hour security if security is not otherwise provided for.

Vehicles and vessels will be stored in locations identifiable by row and column number and letter and by GPS coordinates. Location identifiers will be associated to the vehicle or vessel records in the Contractor's site tracking database.

U. White Goods

The Contractor(s) may expect to encounter white goods available for disposal. White goods will constitute household appliances as defined in FEMA Public Assistance Program and Policy Guide established in April 2018. Proper disposal of Freon is required. The Contractor will handle the disposition of all white goods encountered in accordance with applicable federal, state and local laws.

3.18 Debris Management Sites

Orange County has pre-identified DMS locations. These locations should be used by the contractor in determining hauling costs per item in this RFP. Pre-identified DMS locations in Orange County, North Carolina are as follows:

Name	Address	City	Zip	Acres	Lat.	Long
* Millhouse Rd Site	Across from Town of Chapel Hill Public Works (6850 Millhouse Rd)	Chapel Hill	27516	14.9	35.977589	-79.077101
* Mincey Rd Site	Mincey Rd, east of Hwy 57	Hillsborough	27278	5.28	36.144120	-79.052443
Eubanks Rd Landfill Site	1514 Eubanks Rd	Chapel Hill	27516	4.9	35.973873	-79.078195
* = Primary sites. All others are secondary for extreme events.						

The Town welcomes input from the Contractors regarding other locations for potential DMS and final disposal sites.

Town does not warrant or guarantee the availability or use of any dump sites. **Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the Town Debris Manager. The Town will maintain ownership of all reduced and unreduced assigned to the Contractor for removal until the debris reaches the final disposal site. The Contractor will, at no time, take ownership of the debris unless approved, in writing, by the Town Debris Manager.**

3.19 Tipping Fees.

Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other Town approved sites that meet local, state, and federal regulations for disposal, will be made at the cost incurred by the Contractor. The successful contractor will be paid the agreed upon unit cost and the actual tipping fee.

Disposal costs for tipping fees must be submitted to the Town for review and approval prior to the Contractor disposing of debris at such final disposal sites or landfills. The types of debris that may incur disposal costs must also be submitted to the Town for review and approval.

Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility. Tipping fees need to be **listed** as a separate item on all tickets/invoices. The contractor and hauler must charge the current rate for tipping fees; no markup (profit) is authorized for tipping fees. Tipping Fees will not be waived by the Town. Orange County's current fees are attached.

Tipping fees should not be included in the unit price on the proposal form; however, the successful contractor will submit invoices indicating the unit cost and the tipping fee.

3.20 Debris Disposal Fees.

Payment for disposal cost incurred by the Contractor at permitted disposal facilities will be made at the cost incurred by the Contractor. Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the disposal facility, and proof of Contractor payment to the disposal facility.

3.21 Invoices.

Invoices must be submitted to the Town with a hard copy of the invoice and an electronic copy of the invoice detail. The invoice detail must consist of a tabular report listing all information on each load ticket. Invoice detail submittals will be checked against Town records. Town records are the basis of all payment approvals.

Contractors must submit invoices regularly by the end of each month for services performed. Invoices cannot be turned in for more than a 30-day period. Contractor must submit final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the Town Debris Manager.

The Contractor shall bill and the Town shall pay the unit prices set forth therein. Payment will be made by the Town within thirty (30) days of receipt of an accurate invoice, approved by the by the Contract Coordinator.

3.22 Payment.

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

The Town Debris Manager will monitor, verify, and document with load tickets the completion of all work, as defined in the scope. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as back-up for invoice submittals. No approvals will be made for work not ticketed or not authorized by the Town.

A 10% retainage will be held until the end of the project. In order to recover the retainage, the Contractor must successfully complete all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the Town to repair damages caused by the Contractor to public or private property.

4.0 – Section Four – Required Forms

4.1 Schedule 1 – Hourly Equipment and Labor Price Schedule

For services rendered during the first seventy-two (72) hours.

The first seventy-two (72) hours of service under this contract shall be for emergency road clearance only.

The hourly equipment rate provided below **shall include the cost of labor for the operator**.

Hourly line items should be priced on one unit for one-hour operation.

Equipment Type	Hourly Equipment Rate
Bobcat Loader	
Bucket Truck w/Operator	
Crash Truck w/Impact Attenuator	
Dozer, Tracked, D5 or similar	
Dozer, Tracked, D6 or similar	
Dozer, Tracked, D7 or similar	
Dozer, Tracked, D8 or similar	
Dump Truck, 18 CY-20 CY	
Dump Truck, 21 CY-30 CY	
Generator and Lighting	
Grader w/12' Blade	
Hydraulic Excavator, 1.5 CY	
Hydraulic Excavator, 2.5 CY	
Knuckleboom Loader	
Lowboy Trailer w/Tractor	
Mobile Crane (Adequate for hanging limbs/leaning trees)	

Pickup Truck, .5 Ton	
Truck, Flatbed	
Water Truck	
Wheel Loader, 2.5 CY, 950 or similar	
Wheel Loader, 3.5 – 4.0 CY, 966 or similar	
Wheel Loader, 4.5 CY, 980 or similar	
Wheel Loader-Backhoe, 1.0 – 1.5 CY	
Other – Please List: _____	
Other – Please List: _____	
Other – Please List: _____	
Other – Please List: _____	

4.2 Schedule 2 – Unit Rate Price Sheet

For Services rendered after the initial 72-hour period.

DO NOT INCLUDE TIPPING FEES IN UNIT COST

The Town may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.					
Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price (c)	Line Item Price (a) x (c)
Vegetative Collect and Haul	0-15 Miles Veg from ROW to DMS or final disposal <i>Vegetative collect and removal for a haul distance up to 15 miles</i>	1	CY		
	16-30 Miles Veg from ROW to DMS or final disposal <i>Vegetative collect and removal for a haul distance up between 16 and 30 miles</i>	1	CY		
	31-60 Miles Veg from ROW to DMS or final disposal <i>Vegetative collect and removal for a haul distance between 31 and 60 miles</i>	1	CY		
	60+ Miles Veg from ROW to DMS or final disposal <i>Vegetative collect and removal for a haul distance greater than 60 miles</i>	1	CY		
	Single Price Veg from ROW to DMS or final disposal <i>A single price vegetative collect and removal for any haul distance</i>	1	CY		

The Town may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.					
Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price (c)	Line Item Price (a) x (c)
Management and Reduction	Grinding <i>Grinding/chipping vegetative debris</i>	1	CY		
	Grinding <i>Grinding/chipping C&D debris</i>	1	CY		
	Air Curtain Burning <i>Air Curtain Burning vegetative debris</i>	1	CY		
	Open Burning <i>Open Burning vegetative debris</i>	1	CY		
	Debris Management Site Management <i>Preparation, management, and segregating at debris management site, build tower, return DMS to pre-disaster condition.</i>	1	CY		

The Town may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.

Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price (c)	Line Item Price (a) x (c)
C & D Collect and Haul	0 – 15 Miles C&D from ROW to DMS or final disposal <i>C&D collect and removal for a haul up to 15 miles</i>	1	CY		
	16 – 30 Mile C&D from ROW to DMS or final disposal <i>C&D collect and removal for a haul distance between 16 and 30 miles</i>	1	CY		
	31–60 Miles C&D from ROW to DMS or final disposal <i>C&D collect and removal for a haul distance between 31 and 60 miles</i>	1	CY		
	60+ Miles C&D from ROW to DMS or final disposal <i>C&D collect and removal for a haul distance greater than 60 miles</i>	1	CY		
	Single Price C&D from ROW to DMS or final disposal <i>A single price C&D collect and removal for any haul distance</i>	1	CY		

The Town may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.					
Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price (c)	Line Item Price (a) x (c)
Final Disposal from DMS	0 – 15 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 0 – 15 miles</i>	1	CY		
	16 - 30 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 16 – 30 miles</i>	1	CY		
	31 - 60 Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 31 –60 miles</i>	1	CY		
	60+ Miles from DMS to Final Disposal <i>Transport processed debris from DMS to final disposal 60+ miles</i>	1	CY		
	Single Price from DMS to Final Disposal <i>A single price transport of processed debris from DMS to final disposal</i>	1	CY		

All debris generated by these tree operations will be placed on the Right of Way and removed and paid per unit prices for vegetative debris removal in Schedule 2.

The Town may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.					
Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price (c)	Line Item Price (a) x (c)
Tree Operations	Hazardous Trees 6" – 12.99" <i>Hazardous tree removal for a 6 – 12.99" inch trunk diameter</i>	1	TREE		
	Hazardous Trees 13" – 24.99" <i>Hazardous tree removal for a 13 – 24.99 inch trunk diameter</i>	1	TREE		
	Hazardous Trees 25" – 36.99" <i>Hazardous tree removal for a 25 - 36.99 inch trunk diameter</i>	1	TREE		
	Hazardous Trees 37" – 48.99" <i>Hazardous tree removal for a 37 – 48.99 inch trunk diameter</i>	1	TREE		
	Hazardous Trees 49"+ <i>Hazardous tree removal for a 49+ inch trunk diameter</i>	1	TREE		
	Trees with Hazardous Limbs 2" in diameter or greater at point of break <i>Hazardous hanging limb removal</i>	1	TREE		
	***Hazardous Stumps <24" for Removal only (no extraction allowed) based on a 12" Stump	1	CY		
	Hazardous Stumps >24" – 36.99" <i>Hazardous stump extraction and removal for a 24 – 36.99 inch stump diameter</i>	1	STUMP		
	Hazardous Stumps >37" – 48.99" <i>Hazardous stump extraction and removal for a 37 – 48.99 inch stump diameter</i>	1	STUMP		
	Hazardous Stumps >49"+ <i>Hazardous stump extraction and removal for a 49+ inch stump diameter</i>	1	STUMP		
	Stump Fill Dirt <i>Fill dirt for stump holes after removal</i>	100	CY		

*** Refer to the Federal Emergency Management Agency ("FEMA") Public Assistance Policy and Guidance, latest version.

The Town may NOT allow the usage for all methods listed below; however, pricing is requested in the event it is needed.					
Category	Field Name and Description	Estimated Quantity (a)	Unit (b)	Unit Price (c)	Line Item Price (a) x (c)
Specialty Removal	Waterway Debris Removal <i>Debris Removal from canals, rivers, creeks, streams, and ditches</i>	1	CY		
	Sand Collection and Screening <i>Pick up, screen, and return debris laden sand/mud/dirt/rock</i>	1	CY		
	Vehicle Removal <i>Removal of eligible vehicle</i>	1	UNIT		
	Vessel Removal (Land) <i>Removal of eligible vessel</i>	1	LF		
	Vessel Removal (Marine) <i>Removal of eligible vessel from waterway</i>	1	LF		
	Carcass Removal <i>Removal of debris that will decompose (animals and organic fleshy matter)</i>	1	POUND		
	ROW White Goods Removal <i>Pick up and haul of white goods to disposal site</i>	1	UNIT		
	Freon Management <i>Freon management and recycling</i>	1	UNIT		
	Demolition of Private Structure (C&D)	125	CY		
	Demolition of Private Structure (RACM)	125	TON		
	Electronic Waste <i>Removal of electronic debris that contain hazardous materials, such as cathode ray tubes. Includes computers monitors and televisions.</i>	1	POUND		
	Putrescent Removal <i>Removal of debris that will decompose or rot (animals and organic fleshy matter)</i>	1	POUND		
	Bio-waste <i>Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste).</i>	1	POUND		
	Household Hazardous Waste (HHW) <i>HHW removal and disposal</i>	1	POUND		

4.3 Proposer's Certification Form

I have carefully examined the Request for Proposal and any other documents accompanying or make a part of this Request for Proposal.

I hereby propose to perform the services as specified in this Request for Proposal No. P27-05 at the rates described on **SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE and SCHEDULE 2 – UNIT RATE PRICE SCHEDULE.**

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the company as its act and deed and that the company is ready, willing and able to perform if awarded the contract.

I further certify that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer employee or agent of the Town or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Contractor will comply with all applicable federal laws regulations, executive orders, and the latest version of FEMA policies, procedures, and directives.

It is distinctly understood that the Town reserves the right to reject any or all proposals.

Company Name

Federal Tax ID: _____

Authorized Signature

Phone: _____

Fax: _____

Printed or Typed Name and Title

Email: _____

Mailing Address

City/State/Zip Code

4.4 Non-Collusion Affidavit

Proposal Request No. P27-05

_____ (name of individual), being first duly sworn, deposes and says that:

1. He/She is the _____ (title) of _____ (company name), 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, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Town or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature

Title

Date: _____

4.5 Certification Regarding Lobbying

Proposal Request No. P27-05

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

This certification requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for an award of \$100,000 or more shall file the required certification required by 49 CFR Part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose the name of any registrant under the Lobby Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

The offeror, by signing its offer, hereby certifies, to the best of his or her knowledge and belief that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering 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.

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. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor’s Authorized Official

Printed Name and Title of Contractor’s Authorized Official

Date: _____

4.6 Certification Regarding Debarment and Suspension

The Use of any Contractor that has been declared debarred by the office of Federal Contract Compliance Programs (OFCCP) is prohibited. Further the use of subcontractor(s) that has been declared debarred by OFCCP is prohibited. A complete list of federally disbarred contractors can be found at www.sam.gov. It is the sole responsibility of the Contractor to ensure that subcontractor(s) are in good standing with the OFCCP and not on the disbarment list.

The undersigned applicant certifies to the best of his or her knowledge and belief, that the applicant and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a valid judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entitle (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page in the application package.

The applicant agrees by submitting the proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, in eligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions.

Signature

Title

Date _____

4.7 Vendor Contact Form and Addenda Acknowledgement

Company shall affirm the below statements to complete a responsive Proposal. Signatures must be of a Company employee with the authority to enter into agreements.

Company Name: _____

Company Primary Contact: _____

Company Address: _____

Company Phone Number: _____

Company Email: _____

Company To Initial Each Statement:

- a. The Company has read, understands, and has signed all required forms and submitted them as part of this offer. _____
- b. The Company or authorized representative has read, understands, and accepts all terms and conditions as outlined herein, except for as noted on the Compliance Sheet. _____
- c. The Company's proposal is valid for a period of at least 90 days from date of submission. _____

Addenda Acknowledgement

The undersigned acknowledges receipt of the following Addenda which are considered as part of the RFP:

Addendum No. _____ **Dated** _____

Addendum No. _____ **Dated** _____

Addendum No. _____ **Dated** _____

Signature

Printed Name

Date

4.8 Compliance or Exception to Terms and Conditions

Please check ONE option:

- ☐ Company agrees and shall comply with all terms and conditions of this RFP.
- ☐ Company takes exception to the following terms and conditions (identify by section number, page number, and title); note that exceptions to any term or condition may, at the Town's discretion, render the proposal non-responsive.:

Firm Name (Print)

Title

Authorized Signature

Date

5.0 – Section Five – Proposal Requirements

In order to evaluate responses efficiently and equitably, responses must be submitted as identified below. Failure to submit this information may render your proposal non-responsive. Each respondent shall provide the following information:

Section 1: Introduction: Company Information

- Company name and business address, including telephone, email address, website address.
- The type of company (individual, partnership, corporation, etc.) and list the names of all partners, principals, etc.
- Year established. Include former company name(s) and year(s) established, if applicable.
- The name, title, address, and telephone number of the company's authorized negotiator. The person identified must be empowered to make binding commitments for the company.
- Identify any potential subcontractors and provide the company's background and experience, including name and address, and how they will be used to provide the requested services for this project.

Section 2: Technical experience

- This section shall include contractor's debris volume estimates with backup documentation as to how the contractor determined its estimates.

Section 3: Qualifications: Training and professional experience

- List any professional training and experience, especially in relation to the type and magnitude of work required for the particular scope of services.
- Provide a copy of contractor's safety program. This may be provided under separate cover or as a link to access this information.

Section 4: Existing Contracts

- List the number of **existing** disaster debris removal contracts with other agencies.
- Provide a list of all **existing** debris removal/hauling contracts.
- Provide an explanation of how the Contractor will fulfill this contract if several entities are affected by the same disaster and the Contractor has existing contracts for debris clearance and removal in place with those entities. If this situation were to arise, describe how the Town will be prioritized over other entities and the services will be provided as specified in this RFP.

Section 5: References

- Provide up to five (5) references from existing contracts and/or past clients. This must include references from the successful completion of three (3) debris removal projects in excess of 150,000 cu yds.

Section 6: Equipment Resources

- Detailed listing of Contractor's equipment and resources
- A debris management and response plan (mobilization and operations plan)

Section 7: Drawings

- Preliminary construction drawings for OSHA compliant temporary inspection towers

Section 8: Forms (as provided)

- 4.1 Schedule 1 – Hourly Equipment and Labor Price Schedule
- 4.2 Schedule 2 – Unit Rate Price Schedule
- 4.3 Proposer’s Certification Form
- 4.4 Non-Collusion Affidavit
- 4.5 Certification Regarding Debarment and Suspension
- 4.6 Certification Regarding Lobbying
- 4.7 Vendor Contact Form and Addenda Acknowledgement
- 4.8 Compliance or Exception to Terms and Conditions

Section 9: Other Requirements

- A statement of the contractor’s familiarity and experience with FEMA’s Public Assistance Program including all Alternative Procedures Pilot Programs for Debris Removal and applicable laws, rules, and regulations.

An outline of the contractor’s willingness and ability to utilize local contractors and their general requirements for doing so. This includes the contractor’s use of women and minority owned businesses to provide services.

- Information concerning any pending, ongoing, or prior litigation within the last 10 years.

6.0 – Section Six– Evaluation Criteria

Criteria For Evaluation and Award

The successful Proposer will be selected based upon the best overall proposal offered to the Town taking into consideration price, qualifications, technical experience, and other factors such as, but not limited to, past experience working with FEMA’s Public Assistance Program, financial standing, references, and any Exceptions to the Scope of Work and Contract terms. The Town will use the following criteria and weight to determine the best response.

CRITERIA	WEIGHT
Price	50%
Technical, Training, and Professional Experience	25%
Reference and Equipment Resources	15%
Exceptions, Forms and Other Requirements	10%

Attachment 1 - Current Orange County Solid Waste Management Department Fees

(919) 968-2788

www.orangecountync.gov/recycling

Tipping fees will NOT be waived.

LANDFILL (*state disposal tax fee @ \$2.00 per ton will be additional to the tonnage fees below*)

Construction and Demolition Waste Per ton (1-ton minimum charge) Pick-up Truck / Van / Trailer Load* Car load	Debris resulting solely from construction, remodeling, repair, or demolition. Inert debris including brick, block, and uncontaminated soils. \$ 45.00 \$ 22.00 \$ 5.00
Stumps and Landclearing Waste Per ton (1-ton minimum charge)	\$ 45.00
Mobile homes Call ahead for an appointment. Per section or single wide	Remove all furniture and personal items, and drain all fluids prior to delivery. Appliances and thermostats must be removed and can be recycled separately at the Orange County Landfill. \$ 450.00
Mattresses and Box Springs- Residential Businesses	Dry, clean and intact mattresses and box springs will be recycled. No charge for up to four mattresses per week. To dispose of more than four mattresses, the cost is \$10 per mattress. \$10.00 per piece

Vegetative (Yard) Waste Per ton (1-ton minimum charge) Pick-up Truck / Van / Trailer Load* Car load	Will be ground into mulch. \$ 30.00 \$ 8.00 \$ 3.00
Clean Wood Waste Per ton (1-ton minimum charge) Pick-up Truck / Van / Trailer Load Car load	Will be ground for boiler fuel. \$ 30.00 \$ 8.00 \$ 3.00
Corrugated Cardboard	No charge
Oyster Shells	No charge
Electronics	No charge
Tires (any size) Residential/commercial tires Stockpiled tires/ No State certification	No charge \$200.00/ton
Large Appliances (White Goods)	Commercial size appliances must have refrigerant removed prior to disposal. No charge

Scrap Metal	Separated, clean loads of scrap metal. No charge
--------------------	---

All loads must be TARPED.

C&D waste loads containing Regulated Recyclable Materials (i.e. corrugated cardboard, clean wood, and scrap metal), are subject to a penalty fee. More than 1/3 cubic yard of banned materials per load will be subject to double tip fee.

Loads with 50% or more of these banned materials may pay an additional fee of \$400. The Orange County Solid Waste Management Department offers reduced tip fees for these materials if they are separated for recycling prior to delivery to the Orange County Landfill.

Attachment 2 - Sample Contract

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

CONTRACT FOR
DISASTER DEBRIS CLEARANCE AND
REMOVAL SERVICES

This Contract is made and entered into by and between the "Town of Chapel Hill," herein "Town," and "{Contractor's Full Legal Name}," herein "Contractor," for the services as described in this agreement.

WITNESSETH

That for and in consideration of the mutual promises and conditions set forth below, the Town and Contractor agree:

1. Duties of the Contractor: The Contractor agrees to perform those duties described in Exhibit A, attached hereto and incorporated herein by reference.
2. Duties of the Town: The Town will pay for the Contractor's services as set forth in Exhibit A.
3. Maximum Sum: Contract amount is not to exceed {insert a not to exceed amount} plus applicable sales tax.
4. Federal Assistance. This Contract is funded, in whole or in part, by federal assistance. Accordingly, the federal provisions contained in Exhibit B apply, as applicable. In the event the federal assistance funding this contract, in whole or in part, is frozen or terminated, then this Contract shall automatically expire without penalty to the Town, and Contractor shall immediately stop its work unless otherwise agreed to by the Town in writing.
5. Billing and Payment: The Contractor shall submit an invoice to the Town for work performed under the terms of this Contract. The Town will make payment within thirty (30) days of receipt of an accurate invoice, approved by the department which contracted for these services.
6. Indemnification and Hold Harmless: The Contractor agrees to indemnify and hold harmless the Town of Chapel Hill and its officers, agents and employees from all loss, liability, claims or expense (including reasonable attorneys' fees) arising from bodily injury, including death or property damage to any person or persons proximately caused in whole or in part by the negligence or willful misconduct of the Contractor, except to the extent same are caused by the negligence or misconduct of the Town. Contrary to any provision that may be contained in any exhibits, attachments, or subsequent purchase orders, the Town shall not consent to limitations of Contractor liability for amounts less than the amount of insurance coverage under this agreement. Any provision that may be contained in any exhibit, attachments, or subsequent purchase orders that calls for the Town to indemnify the Contractor shall be only to the extent allowed by law.
7. Insurance Provisions: The Contractor shall provide evidence of current valid insurance (if applicable) for the duration of this agreement, with the Town named as an additional insured under the Contractor's Commercial General Liability and Business Automobile policies. The required coverage limits are: 1) Commercial General Liability and Business Automobile - \$1,000,000 per occurrence and 2) Workers' Compensation - \$100,000 for both employer's liability and bodily injury by disease for each employee and \$500,000 for the disease policy limit. Cyber Liability Coverage in the amount of \$1,000,000 per

occurrence and \$2,000,000 aggregate is required for Contractors having access to personal identifying information and/or computer networks. The Town may also require evidence of supplementary insurance coverages depending on the services provided under this agreement.

8. Non-Discrimination: The Contractor contractually agrees to administer all functions pursuant to this agreement without discrimination because of race, creed, sex, national origin, age, economic status, sexual orientation, gender identity or gender expression.
9. Federal and State Legal Compliance: The Contractor must be in full compliance with all applicable federal and state laws, including those on immigration.
10. E-Verify: The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. If any subcontractors are used, they also must comply with these requirements. Pursuant to North Carolina General Statute § 143-133.3 (c)(2), contracts solely for the purchase of apparatus, supplies, materials, and equipment are exempt from this E-Verify provision.
11. Amendment: This Contract may be amended in writing by mutual agreement of the Town and Contractor.
12. Termination: Either party may terminate this Contract at any time by giving the other party thirty (30) days written notice of termination prior to the end of the term.
13. Interpretation/Venue: This Contract shall be construed and enforced under the laws of North Carolina. The courts and the authorities of the State of North Carolina shall have exclusive jurisdiction over all controversies between the parties which may arise under or in relation to this Contract. In the event of any dispute between the parties, venue is properly laid in Orange County, North Carolina for any state court action and in the Middle District of North Carolina for any federal court action. Contrary to any provision that may be contained in any exhibits, attachments, or subsequent purchase orders, the Town shall not consent to 1) resolving any dispute by means of arbitration and/or 2) waiver of a trial by jury.
14. Preference: If the terms of any exhibits, attachments, or subsequent purchase orders are not consistent with the terms of this Contract, this document shall have preference; provided that where either any exhibits, attachments, or subsequent purchase orders or this document establishes higher standards for performance by either party, the higher standard, wherever located, shall apply.
15. Severability: The parties intend and agree that if any provision of this Contract or any portion thereof shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.
16. Assignment: This Contract shall not be assigned without the prior written consent of the parties.
17. Entire Agreement: This Contract shall constitute the entire agreement of the parties and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Contract that are not expressly addressed herein. All prior agreements, understandings and discussions are hereby superseded by this Contract.
18. Construction Project Related Sales Tax: If applicable, the Contractor must provide certified statements regarding the cost of materials purchased and the amount of North Carolina sales and use taxes paid by Contractor and any subcontractors. Contractor further agrees to provide the Town with any

additional information and documentation the Town might request in the event the Commissioner of Revenue of the State of North Carolina requires more information to substantiate a refund claim by the Town for sales or use tax. The Town will not make payment until these statements are submitted. Any tax refunds received by the Town will remain with the Town.

19. Term: This Contract, unless amended as provided herein, shall be in effect until _____, 20___. Any renewal provisions that may be contained in any exhibits, attachments, or subsequent purchase orders are void and without effect.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, the parties hereto cause this Contract to be executed in their Respective names.

{CONTRACTOR’S FULL LEGAL NAME}

SIGNATURE

PRINTED NAME & TITLE

TOWN OF CHAPEL HILL

DEPARTMENT HEAD/EXECUTIVE DIRECTOR OR DEPUTY/TOWN MANAGER

PRINTED NAME & DEPARTMENT ATTEST BY TOWN CLERK:

TOWN CLERK/DEPUTY TOWN CLERK

TOWN SEAL

/s/ Clerk attests this the ____ day of _____ 20 ____ .

Approved as to Form and Authorization

ATTORNEY FOR TOWN

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

FINANCE OFFICER

DATE

EXHIBIT A

This Exhibit will include the submitted proposal and this RFP as an attachment, incorporating requirements by reference.

EXHIBIT B

Additional Provisions for Contracts Funded Through Federal Assistance,

Including Provisions for Federal Emergency Management Agency (FEMA) Assistance, Reimbursement Contracts

This Contract for purchases, services, construction or repairs to be provided by the Contractor hereto to the Town of Chapel Hill is funded, in whole or in part, by Federal assistance in the form of grant, sub-grant, loan or reimbursement either directly to the Town as a recipient or to the Town as a subrecipient of funding provided from the Federal government to an agency of the State of North Carolina or to another pass-through agency. Accordingly, the following Federal provisions apply to this Contract pursuant to 2 CFR § 200.327 and 2 CFR Part 200, Appendix II, as applicable.

A. All Contracts – Compliance with Debarment and Suspension (Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at CFR Part 180; Department of Homeland Security regulations at 2 CFR Part 3000.) [2 CFR Part 200, App. II (H)]

- (1) This contract is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (2) The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Town of Chapel Hill. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C 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.

B. All contracts – Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). [2 CFR Part 200, App. II (I)]

Contractor 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 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. Contractors that apply or bid for an award exceeding \$100,000 must file the Certification Regarding Lobbying required by the federal granting agency pursuant to 31 U.S.C. § 1352 (as amended).

C. Certain Contracts – Compliance with Rights to Inventions Made Under a Contract or Agreement. [2 CFR Part 200, App. II (F)]

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. This requirement does not apply to awards under the Federal Emergency Management Agency's Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households-Other Needs Assistance Grant Program.

D. Prime Construction Contracts in excess of \$2,000 (when required by Federal program legislation) – Compliance with Davis-Bacon Act, as amended (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*). [2 CFR Part 200, App. II (D)]

Contractor is 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, Contractor must pay wages not less than once a week. The Town must place a copy of the current prevailing wage determine 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 Town must report all suspected or reported violations to the Federal awarding agency. This provision only applies to the Federal Emergency Management Agency's Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

E. Prime Construction Contracts in excess of \$2,000 (when required by Federal program legislation) – 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*). [2 CFR Part 200, App. II (D)]

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Emergency Management Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) 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 CFR § 5.12.

This provision does not apply to the FEMA Public Assistance Program.

Federal Provision - FEMA - Updated 4.27.2020 in accordance with "Contract Provisions Template", FEMA Office of Chief Counsel; Revised 9.2021, 3.2025

F. All Contracts of \$10,000 and above – Termination by Town. [2 CFR Part 200, App. II (B)]

The Town of Chapel Hill reserves the right to immediately terminate any agreement in excess of \$10,000 in the event the Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. The Town also reserves the right to terminate the Contract for convenience, with thirty (30) days written notice to the Contractor, if the Town believes, in its sole discretion, that it is in the Town's best interest to do so. In the event the Town terminates this Contract for convenience, the Contractor will be compensated for work performed and accepted and goods accepted by the Town as of the termination date. Any award under this procurement process is not exclusive and the Town reserves the right to purchase goods and services from other vendors when it is in the best interest of the Town.

G. Contracts for purchases exceeding \$10,000 in value for a single item or through cumulative acquisition – Compliance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (2 CFR §200.322, *Procurement of recovered materials*). [2 CFR Part 200, App. II (J)]

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency 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. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product 1) cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; 2) cannot be acquired at a reasonable price, or 3) does not meet contract performance requirements. 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/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

H. Contracts in excess of \$100,000 involving employment of mechanics or laborers (where applicable) – Compliance with Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708), as supplemented by Department of Labor regulations [29 CFR Part 5]; See also 29 CFR 5.5(b)(c) for Federal Emergency Management Agency contracts). [2 CFR Part 200, App. II (E)]

This provision applies to all Federal Emergency Management Agency contracts awarded by the Town of Chapel Hill in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics and laborers and is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- (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 workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such 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 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 Town of Chapel Hill 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 paragraphs (1) through (4) 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 forth in paragraphs (1) through (4) of this section.

I. All Contracts for the Simplified Acquisition Threshold* and above – Breach or Violation of Terms by Contractor. [2 CFR Part 200, App. II (A)]

The Town of Chapel Hill reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach or violation of terms of this Contract by the Contractor. (*The National Defense Authorization Act for Fiscal Year 2018 [Public Law 115-91] established \$250,000 as the Simplified Acquisition Threshold. See General Services Agency, Civilian Agency Acquisition Council, CAAC Letter 2018-02, February 16, 2018.)

J. Contracts in excess of \$150,000 – Compliance with Clean Air Act (42 U.S.C. §§ 7401-7671q.) as amended. [2 CFR Part 200, App. II (G)]

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq, as amended).
- (2) The Contractor agrees to report each violation to the Town of Chapel Hill and understands and agrees that the Town will, in turn, report each violation as required to the Federal Emergency Management Agency and 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 in part with Federal assistance provided by FEMA.

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K. Contracts in excess of \$150,000 – Compliance with Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended. [2 CFR Part 200, App. II (G)]

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq, as amended).
- (2) The Contractor agrees to report each violation to the Town of Chapel Hill and understands and agrees that the Town will, in turn, report each violation as required to the Federal Emergency Management Agency and 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 in part with Federal assistance provided by FEMA.

L. Construction Contracts (except as provided under 41 CFR Part 60) – Equal Employment Opportunity Clause under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 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. [2 CFR Part 200, App. II (C)]

During the performance of this Contract, the Contractor agrees as follows:

- (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:
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 provisions of this nondiscrimination clause.
- (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.
- (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.
- (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 conspicuous places available to employees and applicants for employment.

- (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.
- (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.
- (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.
- (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:

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.

The Town of Chapel Hill 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 the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of the Town of Chapel Hill which does not participate in work on or under the Contract.

The Town of Chapel Hill agrees that it will assist and cooperate 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.

The Town of Chapel Hill 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

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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 Town of Chapel Hill 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 the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Town of Chapel Hill under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from the Town of Chapel Hill; and refer the case to the Department of Justice for appropriate legal proceedings.

ADDITIONAL REQUIREMENTS – FEDERAL EMERGENCY MANAGEMENT AGENCY ASSISTANCE, REIMBURSEMENT

M. Changes.

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

N. Access to Records.

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the North Carolina Division of Emergency Management, the Town of Chapel Hill, the Federal Emergency Management Agency Administrator, the 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 FEMA Administrator 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 Town and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

O. Non-Use of Department of Homeland Security Seal, Logo, and Flags.

The Contractor shall not use the Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific Federal Emergency Management Agency pre-approval.

P. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that Federal Emergency Management Agency financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Q. 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.

R. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

ADDITIONAL PROVISIONS - OTHER

This Contract is subject to additional Federal regulations including, but not limited to, the following:

S. Non-Profit Organization Subrecipients – Records Retention Requirements (2 CFR § 200.333).

Except for certain exceptions outlined in 2 CFR § 200.333, records pertinent to this Contract must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report.

T. All contracts – Domestic Preferences for Procurements. [2 CFR § 200.322]

As appropriate and to the extent consistent with law, including 2 CFR §200.322 and the Build America Buy America Act requirements related to the construction, alteration, or repair of infrastructure projects, 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 subawards including all contracts and purchase orders for work or products under this award. "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. "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.

U. All Contracts – Additional Requirements by Federal Awarding Agency.

This Contract may be subject to additional requirements of the Federal awarding agency as maybe specified in grant agreements, grant award documents and/or other documents or correspondence associated with the Town of Chapel Hill's acceptance of Federal funding.